County of Monterey

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

Meeting Agenda - Final-Revised

Tuesday, August 18, 2026

9:00 AM

Closed Session 9:00 to 10:30 a.m.; Open Session Reconvenes at 10:30 a.m.

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

Board of Supervisors

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

For information on The Ralph M. Brown Act: Open Meetings please click on the link below:

https://bit.ly/4u3JgJe

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@countyofmonterey.gov. 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 THE ZOOM FEED IS DISRUPTED FROM THE MEETING'S SALINAS LOCATION, THE MEETING MAY BE PAUSED WHILE A FIX IS ATTEMPTED. THE MEETING MAY CONTINUE WITHOUT ZOOM AT THE WILL OF THE BOARD, IN CONSULTATION WITH GOVERNMENT CODE SECTION 54953.4 AND THE BOARD ACCOMPANYING POLICY, IF ZOOM IS NOT RESTORED AFTER ONE HOUR.

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 County of Monterey Government Center, 168 W. Alisal St.,1st Floor 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.

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

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

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

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

If assistance is needed please contact our office at the following email: cob@countyofmonterey.gov

Ceremonial Resolutions key for P or NP at the end of the title:

P = Presented

NP = Not presented

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 COMMENTS: Members of the public may address comments to the Board concerning each agenda item. The timing of public comments 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. The public may comment on Closed Session items prior to the Board's recess to Closed Session.

Closed Session

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

a. Pursuant to Government Code section 54957(b)(1), the Board will confer regarding recruitment/appointment for the position of Natividad Medical Center Chief Executive Officer.

b. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:
(1) *Estate of David Sand, et al. v. County of Monterey, et al.* (U.S. District Court for the Northern District of California Case No. 523CV05805)
(2) *Puga, et al. v. Monterey County, et al.* (U.S. District Court for the Northern District of California Case No. 525CV04655)

c. Pursuant to Government Code section 54956.9(d)(2), the Board will confer with legal counsel regarding one matter of significant exposure to litigation.

d. Pursuant to Government Code section 54957.6, the Board will provide direction to labor negotiators:
(1) Designated representatives: Andreas Pyper and Ariana Hurtado
Employee Organization(s): Unit U
(2) Designated representatives: Andreas Pyper and Ariana Hurtado
Employee Organization(s): Unit ZX and Y

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 recognizing the Salinas Regional Soccer Complex Fédération Internationale de Football Association (FIFA) World Cup Watch Parties Organizers for their outstanding service to the community during the free FIFA World Cup watch parties. (Supervisor Alejo) (P)

Attachments: Ceremonial Resolution - Fédération Internationale de Football Association (FIFA) World Cup Watch Parties

3. Adopt a resolution honoring Dr. Sandra Montijo for her 30 years of dedicated service to the children and families of the Salinas Valley and congratulating her on her well-deserved retirement from pediatric medicine. (Supervisor Lopez) (P)

Attachments: Ceremonial Resolution - Sandra Montijo

Appointments

4. Appoint Soraya Zepeda to the Monterey County Parks Commission representing District 1 with a term end date of August 18, 2030. (District Specific - District 1, Supervisor Alejo)

Attachments: Notification to Clerk of Appt - Soraya Zepeda
Application - Soraya Zepeda
Resume - Soraya Zepeda

Boards, Commissions and Committees Terms/Vacancies

Volunteer Opportunities for a Board, Commission and Committee

If you're looking for a meaningful way to get involved, this is your invitation to be part of local government in a hands-on way. Explore volunteer opportunities on a Board, Commission, or Committee (BCC) and add your voice to the decisions that help move Monterey County forward.

Click the link below to get started and find the opportunity that's right for you.

https://apps.co.monterey.ca.us/bccsite

Approval of Consent Calendar – (See Supplemental Sheet)

5. See Supplemental Sheet

General Public Comments

6. General Public Comments

Scheduled Matters

7. Recommend one or more cost saving reduction options to the General Assistance program:
a. Implement a six-month annual time limit for temporary disabled recipients, and a three-month time limit for the non-disabled, employable recipients down to only three months on the program for a savings of $309,892; or
b. Implement a three-month annual time limit for non-disabled, employable recipients, and a $50 grant reduction (from $340 to $290), for a savings of $309,891; or
c. Implement a six-month annual time limit for temporary disabled recipients, and a $12 grant reduction (from $340 to $328), for a savings of $304,466; or
d. Implement a grant reduction only of $62, (from $340 to $278); or
e. Maintain the existing program and the General Fund covers the shortfall.

Attachments: Board Report
GA Reduction Strategies

12:00 P.M. - Recess to Lunch

1:30 P.M. - Reconvene

Roll Call

Scheduled Matters

8. a. Receive an update presentation on development of the Countywide Facilities Master Plan;
b. Provide direction to staff on development options to incorporate into the Final 2026 Facilities Master Plan.

Attachments: Board Report
Attachment A - Facilities Master Plan Discussion
Attachment B - Facilities Master Plan Presentation

9. a. Consider introducing, waiving first reading, and setting September 1, 2026 at 10:30 a.m. as the date and time to consider adoption of an ordinance to amend Monterey County Code Chapter 15.06 to authorize and regulate point-of-use (POU) and point-of-entry (POE) water treatment for new construction on either a vacant existing lot of record or an accessory dwelling unit (ADU) that would be served by either a domestic water system or a private well that would otherwise not meet primary drinking water standards (Board Referral No. 2024.10 (Church)); and
b. Proposed California Environmental Quality Act (CEQA) Action: Consider an Addendum to the 2010 Monterey County General Plan Environmental Impact Report for the proposed ordinance amending Chapter 15.06 of the Monterey County Code and consider finding that none of the circumstances requiring preparation of a subsequent or supplemental environmental impact report are present and that no subsequent or supplemental environmental impact report is required.

Attachments: REVISED Board Report (ADDED VIA SUPPLEMENTAL)
Board Report
Draft ordinance (redline)
Draft ordinance (clean)
Draft Addendum to the 2010 Monterey County General Plan Environmental Impact Report
Board Referral No. #2024.10

10. PLN250332 - GUPTA OM PRAKASH & RATINA TRS (DISTRICT 5)
Continued from July 17, 2026 - Public hearing to consider:
a. An appeal by David Caneer of the April 30, 2026, Zoning Administrator's decision to approve a Coastal Development permit (PLN250332/Gupta) to allow the use of a residential property for transient lodging for a period of 30 calendar days or fewer (Commercial Vacation Rental).
b. Find the project Categorically Exempt pursuant to CEQA Guidelines section 15301, and there are no exceptions pursuant to Section 15300.2.
c. A Coastal Development Permit for a Commercial Vacation Rental to allow a Commercial Vacation rental

Attachments: Board Report

Other Board Matters

Referral Matrix and New Referrals

11. Referral Matrix and one New Referrals

Attachments: Board Referral Matrix
2026.18 (Lopez) Responsible Contractor Standards & Bid Evaluation Credits

Referral Responses

12. Receive a preliminary response to Board Referral Number 2026.10 (Root Askew) to review and recommend updates to Board Policy G-146 related to ceremonial display of the Pride Flag to establish a consistent approach for recognizing Pride Month through flag display practices at County facilities and parks.

Attachments: Board Report
Attachment A - Referral 2026.10
Attachment B - Board Policy G-146 (Res 24-184)
Attachment C - RES 22-113
Attachment D - Resolution CR-25-095

County Administrative Officer Comments

13. County Administrative Officer Comments

Board Comments

14. Board Comments

Read out from Closed Session by County Counsel

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

Adjourn In Memory of Command Sergeant Major Sid Williams (Supervisor Alejo and Supervisor Root Askew)

Upcoming Board of Supervisors Meetings for 2026

Click the link below for the Board of Supervisors meeting schedule:

https://bit.ly/4wYb30m

Supplemental Sheet, Consent Calendar

Natividad Medical Center

15. a. Authorize the Interim Chief Executive Officer for Natividad Medical Center (NMC) or a designee to execute renewal & amendment No. 3 to the agreement (A-14454) with Change Healthcare for software and maintenance services, extending the agreement an additional one-year period (July 1, 2026 through June 30, 2027) for a revised full agreement term of July 1, 2019 through June 30, 2027 and adding $604,424 for a revised total agreement amount not to exceed $5,996,245; and
b. Authorize the Interim Chief Executive Officer for Natividad Medical Center or a designee to execute up to three (3) future amendments that do not exceed 10% ($445,106) of the original agreement, do not significantly change the scope of services, and do not increase the total not to exceed amount over $6,441,351.

Attachments: REVISED Board Report (ADDED VIA SUPPLEMENTAL)
Board Report
CHC Renewal & Amendment 4 (CC AC signed)
Change Healthcare Renewal & Amendment 2
Change Healthcare Renewal & Amendment 1
CHC Master Agreement

16. a. Amend Personnel Policies and Practices Resolution (PPPR) Appendices A and B to consolidate the Hospital Information Systems Support Technician classification with the Information Technology Systems Analyst I; and
b. Direct the County Administrative Office, and Auditor-Controller's Office to implement the changes in the Advantage Human Resources Management (HRM) system, effective August 8, 2026.

Attachments: Board Report
Board Resolution

Health Department

17. a. Approve and authorize the Director of Health Services or designee to execute Amendment No. 3 to the Standard Agreement with Tovar Strategies Inc. dba TMD to provide professional media specialist and outreach services for a total Agreement amount not to exceed $298,200 for the term beginning October 15, 2023 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% ($29,820) of the agreement amount, do not significantly change the scope of services, and do not increase the total not to exceed amount over $328,020.

Attachments: Board Report
Amendment No. 3
Amendment No. 2
Amendment No. 1
Agreement

Criminal Justice

18. a. Authorize the County Purchasing Agent or designee to sign a two-year grant funded Agreement in the award amount of $56,038 with First 5 Monterey County to support the Probation Department's Child Advocate Program for a term retroactive to July 1, 2026 through June 30, 2028; and
b. Authorize the County Purchasing Agent or designee 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 exceed an aggregate award amount of $200,000 per fiscal year and fall within the signing authority of the County Purchasing Agent or designee subject to County Counsel review.

Attachments: Board Report
Agreement with First 5 Monterey County 080326

19. a. Approve and authorize the County Purchasing Agent or designee to execute a Memorandum of Understanding (MOU) with the Monterey County Office of Education (MCOE) for the shared costs related to the Children's Council coordination services for a term retroactive to July 1, 2026 through June 30, 2027, for a reimbursable amount of up to $14,050; and
b. Authorize the County Purchasing Agent or designee to execute future amendments to the MOU, provided that these amendments do not exceed an aggregate amount of $200,000 per fiscal year and fall within the signing authority of the County Purchasing Agent, subject to review and approval from County Counsel.

Attachments: Board Report
FY 26-27 MOU w MCOE for Children's Council Coordinator_Signed 073126

20. a. Approve and authorize the County Purchasing Agent or designee to execute Amendment No. 3 to Agreement A-17069 with Guardian PSBI, Inc. dba G2 Public Safety Backgrounds to provide pre-employment background investigation services for the Probation Department, to update the fee schedule, extend the term of the Agreement for three (3) additional years through August 31, 2029, for a revised term of August 28, 2023 through August 31, 2029, and to increase the Agreement's amount by $264,100 for a revised total Agreement amount not to exceed $496,000; and
b. Authorize the County Purchasing Agent or designee to execute future amendments to the Agreement where the total amendments do not exceed 10% ($49,600) of the Agreement amount and do not significantly change the scope of services, for a not to exceed maximum amount of $545,600.

Attachments: Board Report
Amendment No. 3 to Agreement with Guardian PSBI, Inc. 081125
Amendment No. 2 to Agreement with Guardian PSBI, Inc.
Amendment No. 1 to Agreement with Guardian PSBI, Inc.
Agreement with Guardian PSBI, Inc.

General Government

21. a. Approve and authorize the County of Monterey, on behalf of the County Assessor or their designee to sign a Shared Systems Memorandum of Understanding (MOU) with the California Assessors' Association and the California Board of Equalization to participate in a Statewide Network Group for information technology services, systems support, and maintenance services to support assessment functions for a retroactive five (5) year term of July 1, 2026 through June 30, 2031 in an amount not to exceed $15,000 per year for a total aggregate contract amount of not to exceed $75,000; and
b. Approve and authorize the Assessor or their designee to execute amendments that do not adversely affect the County liability and/or extend the term of the MOU beyond June 30, 2031.

Attachments: Board Report
Shared Systems Memorandum of Understanding (MOU)

22. Adopt a Resolution approving the amended Conflict of Interest Code of the Monterey County Water Resources Agency.

Attachments: Board Report
Resolution
Conflict of Interest Code 2026 (clean)
Conflict of Interest Code 2026 (redline)

23. Adopt a Resolution to:
a. Amend the FY 2026-27 County Administrative Office Homelessness Strategies and Initiatives Division Adopted Budget (1001-105008) to approve the reallocation and reclassification of one (1) Management Analyst I to one (1) Management Analyst II and one (1) Management Analyst II to one (1) Management Analyst III as indicated in Attachment A, effective in the current pay period beginning August 22, 2026; and, (REVISED VIA SUPPLEMENTAL)
b. Direct the County Administrative Office and the Auditor-Controller to incorporate the approved position changes in the FY 2026-27 Adopted Budget and the Human Resources Department to implement the changes in the Advantage Human Resources Management (HRM) system.

Attachments: REVISED Board Report (ADDED VIA SUPPLEMENTAL)
Board Report
Attachment A
Resolution

24. a. Authorize the Director of Human Resources Department, or designee, to execute a Student Intern Placement Agreement between California State University, Northridge and the County of Monterey for placement of students in the Health Department under the Behavioral Health Bureau (BHB) to complete their field practicum experiences, for the term of the date it is fully executed through June 30, 2030; and;
b. Approve non-standard risk provisions in the Agreement as recommended by the Director of Human Resources Department.

Attachments: REVISED Board Report (ADDED VIA SUPPLEMENTAL)
Board Report
Master Student Placement Agreement with California State University, Northridge and County of Monterey

Public Works, Facilities and Parks

25. a. Approve Professional Services Agreement (PSA) with CONSOR North America, Inc. to provide bridge design services for the Boronda Road Bridge Replacement Project located in Carmel Valley, County Project #1181, Federal Project #BPMPL-5943(150), Request for Proposals (RFP) #10964, for an initial term of three years effective August 18, 2026 to August 17, 2029, with the option to extend the term for two additional one-year periods, for an amount not to exceed $835,000;
b. Approve additional term extensions for the PSA beyond the anticipated five-year term of RFP #10964 with no change in the scope of work or increase to the dollar amount to allow continuity of services initiated during the anticipated five-year term of the PSA, subject to review and approval as to form by the Office of the County Counsel; and
c. Authorize the Director of Public Works, Facilities and Parks or their designee to execute the PSA and future amendments to the PSA where the amendments do not significantly alter the scope of work or increase the amount by more than 10% ($83,500) of the original approved PSA amount of $835,000 bringing the potential overall aggregate not to exceed amount to $918,500 subject to review and approval as to form by the Office of the County Counsel and as to fiscal provisions by the Auditor-Controller's Office.

Attachments: Board Report
Attachment A - Proposed PSA with CONSOR North America, Inc.
Attachment B - Project Budget
Attachment C - Location Map
Attachment D - RFP #10964
Attachment E - Addendum No. 1 to RFP #10964
Attachment F - Addendum No. 2 to RFP #10964

26. a. Receive an update on the 2026 grant proposal submitted to United States Department of War, Defense Community Infrastructure Program (DCIP) grant program, to request funding for the Jolon Road Safety Improvement Project;
b. Ratify the submittal of the 2026 grant proposal to the DCIP grant program for the Jolon Road

Safety Improvement Project;
c. Authorize the Director of Public Works, Facilities and Parks (PWFP), or designee, to act as the agent for the County of Monterey (County) in processing all documentation to apply for and accept the DCIP award and effectuate these funds on behalf of the County; and
d. Add the Jolon Road Safety Improvement Project to the Public Works, Facilities and Parks (PWFP) Fiscal Year (FY) 2026/27 Annual Work Program for Road Fund.

Attachments: Board Report
Attachment A - Location Map
Attachment B - Board Memorandum dated June 17, 2026
Attachment C – OLDCC Invitation
Attachment D - Project Budget

Addenda/Supplemental

27. Addenda/Supplemental

Revised title on Item No. 9 under Scheduled Matters and attached a Revised Board Report
Attached a Revised Board Report on Item No. 15 under Natividad Medical Center - Consent
Revised the title of Item No. 23 under General Government - Consent and attached a Revised Board Report
Attached a Revised Board Report on Item No. 24 under General Government - Consent

County of Monterey

Board Report

Legistar File Number: CS 26-035

Item No.1

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

August 18, 2026

Introduced: 8/10/2026
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(b)(1), the Board will confer regarding recruitment/appointment for the position of Natividad Medical Center Chief Executive Officer.

b. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:
(1) *Estate of David Sand, et al. v. County of Monterey, et al.* (U.S. District Court for the Northern District of California Case No. 523CV05805)
(2) *Puga, et al. v. Monterey County, et al.* (U.S. District Court for the Northern District of California Case No. 525CV04655)

c. Pursuant to Government Code section 54956.9(d)(2), the Board will confer with legal counsel regarding one matter of significant exposure to litigation.

d. Pursuant to Government Code section 54957.6, the Board will provide direction to labor negotiators:
(1) Designated representatives: Andreas Pyper and Ariana Hurtado
Employee Organization(s): Unit U
(2) Designated representatives: Andreas Pyper and Ariana Hurtado
Employee Organization(s): Unit ZX and Y

County of Monterey

Board Report

Legistar File Number: CR 26-101

Item No.2

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

August 18, 2026

Introduced: 7/29/2026
Version: 1

Current Status: Ceremonial Resolution
Matter Type: Ceremonial Resolution

Adopt a resolution recognizing the Salinas Regional Soccer Complex Fédération Internationale de Football Association (FIFA) World Cup Watch Parties Organizers for their outstanding service to the community during the free FIFA World Cup watch parties. (Supervisor Alejo) (P)

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

Resolution No.:

Adopt a resolution recognizing the **Salinas Regional Soccer Complex Fédération Internationale de Football Association (FIFA) World Cup Watch Parties Organizers** for their outstanding service to the community during the free FIFA World Cup watch parties.

WHEREAS, the Salinas Regional Soccer Complex served as a gathering place for families from across Monterey County during a series of FIFA World Cup watch parties that fostered community pride, cultural celebration, and unity through the world's most popular sport; and

WHEREAS, these free community events were organized through the vision, leadership, and dedication of Mayra Gomez, Edwin Hermosillo, Jonathan De Anda, Simon Dawkins, and Roberto Martinez, who worked collaboratively to bring this experience to the community at no cost to attendees; and

WHEREAS, the organizers created an inclusive and welcoming environment where families of all backgrounds could come together to celebrate the FIFA World Cup, strengthen community connections, and enjoy a safe, family-friendly atmosphere; and

WHEREAS, the **Salinas Regional Soccer Complex Fédération Internationale de Football Association (FIFA) World Cup Watch Parties Organizers** partnered in hosting the events, with community partners that helped contribute to the energy and ambiance of the celebrations while creating opportunities for local musical groups and bands to showcase their talents and enrich the community experience; and

WHEREAS, the FIFA World Cup watch parties demonstrated the power of community partnerships in bringing residents together through sports, culture, music, and shared experiences, while promoting inclusion, belonging, and civic engagement; and

WHEREAS, the dedication of the organizers, volunteers, community partners, and supporters reflects the spirit of collaboration that strengthens Monterey County by providing accessible, family-oriented events that celebrate diversity and foster meaningful community connections.

NOW, THEREFORE, BE IT RESOLVED, that the County of Monterey Board of Supervisors, on behalf of the County and all residents thereof, hereby recognizes and honors the **Salinas Regional Soccer Complex Fédération Internationale de Football Association (FIFA) World Cup Watch Parties Organizer**s; Mayra Gomez, Edwin Hermosillo, Jonathan De Anda, Simon Dawkins, Roberto Martinez, for their outstanding leadership, vision, and dedication in providing free, family-friendly FIFA World Cup watch parties that brought together residents from across Monterey County. The Board extends its sincere appreciation for their commitment to fostering

community engagement, celebrating cultural diversity, supporting local talent, and strengthening the sense of unity and belonging throughout our community.

PASSED AND ADOPTED on this **18th** day of **August** 2026, 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 26-103

Item No.3

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

August 18, 2026

Introduced: 8/10/2026
Version: 1

Current Status: Ceremonial Resolution
Matter Type: Ceremonial Resolution

Adopt a resolution honoring Dr. Sandra Montijo for her 30 years of dedicated service to the children and families of the Salinas Valley and congratulating her on her well-deserved retirement from pediatric medicine. (Supervisor Lopez) (P)

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

Resolution **No.**

Adopt a resolution honoring **Dr. Sandra Montijo** for her 30 years of dedicated service to the children and families of the Salinas Valley and congratulating her on her well-deserved retirement from pediatric medicine.

WHEREAS, Dr. Sandra Montijo was raised in Sacramento, California, the youngest of 4 children born to parents from migrant farmworker families who, through perseverance and a shared determination to succeed, educated themselves and went on to serve as a college professor and a college vice president, respectively, inspiring their daughter to pursue a career in medicine; and

WHEREAS, Dr. Sandra Montijo began a medical career spanning 30 years in Yuba City, California, where she served the migrant populations of Marysville, Yuba City, and Gridley, and in 1993, drawn by a lifelong passion for serving the underserved and strengthened by her fluency in Spanish, moved to the Salinas Valley and joined Clinica de Salud in King City, serving as the clinic's sole pediatrician and later as Associate Medical Director for 2 years; and

WHEREAS, Dr. Sandra Montijo joined Mee Memorial Hospital in 1998, where for many years she was the only pediatrician on site while also serving as Treasurer of the medical staff and, for a time, as Medical Director of the King City clinic, providing care to generations of premature infants, asthmatic children, and children with developmental delays until her retirement on May 21, 2026; and

WHEREAS, Dr. Sandra Montijo was a proud and active member of the Salinas Valley community, raising 3 children who took part in 4-H and sporting activities alongside her patients and their families, and was warmly welcomed into the lives of those she served, attending many of her patients' quinceañeras and family gatherings; and

WHEREAS, Dr. Sandra Montijo is a woman of faith who worshipped at Compass Church in Salinas and traveled to Israel, where she and her husband were baptized in the Jordan River, and leaves her practice confident that the pediatric patients of King City will continue to receive quality care from the clinic's growing team of pediatricians; and

WHEREAS, Dr. Sandra Montijo's 30 years of compassionate care, community involvement, and dedication to the health and well-being of the children of King City and the Salinas Valley have left a lasting legacy that will be felt by the families she served for generations to come.

NOW, THEREFORE, BE IT RESOLVED, that the County of Monterey Board of Supervisors, on behalf of the County and all residents thereof, hereby honors and commends **Dr. Sandra**

Montijo for her 30 years of compassionate service to the children and families of King City and the Salinas Valley, her leadership in pediatric medicine, and her devotion to the underserved, and extends its deepest gratitude for her service and its warmest congratulations on her well-deserved retirement, with best wishes as she returns to the Sacramento Valley to be near family, take up new pursuits, and continue her lasting connections to her many Salinas Valley friends and church family.

PASSED AND ADOPTED on this **18th** day of **August** 2026, 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: APP 26-100

Item No.4

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

August 18, 2026

Introduced: 8/7/2026
Version: 1

Current Status: Appointment
Matter Type: Appointment

Appoint Soraya Zepeda to the Monterey County Parks Commission representing District 1 with a term end date of August 18, 2030. (District Specific - District 1, Supervisor Alejo)

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: Linda Gonzalez, Chief of Staff, Office of Su

RE: Notification to Clerk of Appointment

Board of Supervisors Meeting Date: 08/18/2026

Appointment to the Parks Commission

Nominated Appointee: Soraya Zepeda

Nominated by: District 1, Supervisor Alejo

Representing: District 1

Reason for Nomination:

- (•) New Term
  Replacing Member: N/A
- ( ) Reappointment
- ( ) Filling an Unscheduled / Unexpired Term

Term:

Start Date: 08/18/2026 Term End Date: 08/18/2030

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

Parks Commission Application

Soraya Zepeda

District: 1
Initialed Application: Yes

Applicant

First Name: **Soraya**
Middle Initial:
Last Name: **Zepeda**

Employment

Occupation: **Early Childhood Lab School Director**
Job Title: **Associate Director**
Employer: **Sierra Armien Funk**

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 a recent graduate from the University of California, Davis with a B.A. in Sociology (Law and Society) and a B.S. in Community and Regional Development (Policy, Planning, and Public Service). The Sociology courses I have taken have examined systemic issues that create barriers to fair treatment for marginalized communities, while my Community & Regional Development classes have explored how policies, planning, and collaborative approaches can create safer, sustainable, and inclusive communities. Throughout my studies, I conducted qualitative research using interviews, observations of community development issues, and ethnographic research with community members and local leaders in Daivs, California. The skills I learned through these experiences further motivated me to apply them in my hometown and foster a greater social, cultural, and civic environment in Monterey County, particularly in Salinas. I wish to serve on the Parks Commission specifically because my studies have taught me the principles and skills necessary to develop, sustain, and improve our parks, especially as an

avid user of the parks throughout Monterey County.

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

The County of Monterey Boards, Committees, and Commissions would benefit from greater youth involvement and understanding by broadening representation to reflect our growing and evolving population. As a recent college graduate who has worked extensively with youth, I strongly believe that my academic understanding of inclusive and accessible communities, my experience conducting research and communicating with diverse stakeholders, and my ability to support staff through research and collaboration have prepared me to be a valuable member of this commission. As a member of the Parks Commission, I would be one of the younger members, and I believe this perspective is necessary for a community to thrive, as all voices play an important role in creating an inclusive and successful community. During my time on this commission, I wish to advocate for inclusive and sustainable parks, communicate effectively with diverse individuals and address their specific needs, and promote community building and outreach throughout Monterey County.

How did you hear about the position?:

Supervisor Luis Alejo's Instagram post

Please identify any specialized accommodations needed for equal participation:

N/A

Soraya Zepeda
[redacted]

EDUCATION

University of California, Davis
B.A. Sociology: *Law & Society*
B.S. Community & Regional Development: *Policy, Planning, and Public Service*

WORK EXPERIENCE

Play-Well TEKnologies — *Teacher Assistant in Davis, CA (June 2026 - August 2026)*
Assisted Lead Teacher in curriculum development and classroom management

Early Childhood Laboratory — *Classroom & Program Assistant in Davis, CA (March 2025 - June 2026)*
Ensured the classroom environment was fully prepared and conducive for optimal learning experiences and assisted Lead Teacher in curriculum development and management

Supportive Partnerships and Active Recreation for Kids (S.P.A.R.K.) — *Site-Aide in Davis, CA (August 2024 - July 2025)*
Assisted children with planned educational and recreational activities in an after school program and provided academic support and guidance alongside the Site Director

Point Lobos State Natural Reserve — *Summer Adventures Camp Counselor in Carmel, CA (June 2024 - July 2024)*
Led students in outdoor adventures (hiking, tide pooling, kayaking, rock climbing, etc.) and conducted daily lessons surrounding environmental studies and protection of habitats

Davis Kids Klub: Patwin Elementary — *Site Co-Director in Davis, CA (January 2024 - June 2024)*
Promoted respectful relationships in an afterschool program and supported academic, social, and emotional growth among children

PROJECTS & AWARDS

UC Davis Dean's Honors List — *Spring 2024, Fall, 2025, Winter 2026, Spring 2026*

Human Ecology Department Citation Award Recipient — *College of Agricultural and Environmental Sciences at UC Davis (June 2026)*

Graduating seniors who display academic and extracurricular excellence are elected every year to receive a department citation award. Decisions are based on academics, class and campus participation, and community service

Davis Community Design Charrette — *CRD 149: Environmental Justice and Community Development (April 2026 - June 2026)*

Hosted Community Design Charrette where Davis residents, policymakers, and students were invited to share their visions for environmental injustice in Davis neighborhoods

Young Voices of Monterey Bay, Salinas — *Teen Journalist (July 2020)*

Published articles on contemporary social issues within Monterey County and conducted a variety of interviews with Salinas residents, local council members, and community leaders to provide diverse community perspectives

County of Monterey

Board Report

Legistar File Number: OBM 26-107

Item No.5

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

August 18, 2026

Introduced: 4/14/2026

Version: 1

Current Status: Agenda Ready

Matter Type: Other Board Matters

See Supplemental Sheet

County of Monterey

Board Report

Legistar File Number: OBM 26-108

Item No.6

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

August 18, 2026

Introduced: 4/14/2026
Version: 1

Current Status: Agenda Ready
Matter Type: Other Board Matters

General Public Comments

Introduced: 8/7/2026
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

Recommend one or more cost saving reduction options to the General Assistance program:
a. Implement a six-month annual time limit for temporary disabled recipients, and a three-month time limit for the non-disabled, employable recipients down to only three months on the program for a savings of $309,892; or
b. Implement a three-month annual time limit for non-disabled, employable recipients, and a $50 grant reduction (from $340 to $290), for a savings of $309,891; or
c. Implement a six-month annual time limit for temporary disabled recipients, and a $12 grant reduction (from $340 to $328), for a savings of $304,466; or
d. Implement a grant reduction only of $62, (from $340 to $278); or
e. Maintain the existing program and the General Fund covers the shortfall.

RECOMMENDATION:

It is recommended that the Board of Supervisors:
Recommend one or more cost saving reduction options to the General Assistance program:
a. Implement a six-month annual time limit for temporary disabled recipients, and a three-month time limit for the non-disabled, employable recipients down to only three months on the program for a savings of $309,892; or
b. Implement a three-month annual time limit for non-disabled, employable recipients, and a $50 grant reduction (from $340 to $290), for a savings of $309,891; or
c. Implement a six-month annual time limit for temporary disabled recipients, and a $12 grant reduction (from $340 to $328), for a savings of $304,466; or
d. Implement a grant reduction only of $62, (from $340 to $278); or
e. Maintain the existing program and the General Fund covers the shortfall.

SUMMARY:

Over the last two years the General Assistance program has increased 56% from FY 23-24 and the current year is reflecting an additional 12% increase. The Department has had to return to this board to increase appropriations over the last several years. The Department is requesting guidance on the various cost-saving options so the General Assistance resolution can be amended and brought to the full board for approval and implementation.

DISCUSSION:

Monterey County's General Assistance program provides medical exams for applicants and recipients

to confirm disability, or for applicants and recipients who inform the Department of Social Services that they are unable to work, as required under the program. Individuals who are experiencing disability and are unable to work receive help in applying for Supplemental Security Income (SSI/SSP). Individuals who are not disabled are enrolled in the General Assistance Work Experience Program (GA-WEP).

The GA-WEP had 288 active cases last fiscal year, and the Department is always seeking more agencies to partner. These individuals are assigned to complete work hours at local sites (The Food Bank for Monterey County, and Dorothy's Place for example) which assist these community partners with serving our mutual customers while building job skills for our General Assistance recipients to gain future employment.

The Department is recommending cost saving measures to the General Assistance program via time limits and/or grant reductions considering the County's budget constraints. The program in Monterey County currently provides a grant amount of $340 and a 6-month time limit for non-disabled, employable recipients and no limit for temporarily disabled recipients. Changes to the program time limit can only be applied to recipients who are not permanently disabled and who have been offered an opportunity to attend job skills or job training sessions. Any program changes will require modifying the Boards' existing resolution for the Program and returning to the Board for final approval before program changes can be implemented.

There are various cost-saving options for the Board to consider:
a.) Implement a six-month annual time limit for temporarily disabled recipients for a savings of $229,340 annually;
b.) Implement of a three-month annual time limit for non-disabled, employable recipients for a savings of $64,355 annually;
c.) Implement a grant reduction reflecting savings below:

Grant Reduction	Revised Grant Aid Payment	Savings
$12	**$328**	**$ 58,929**
$50	**$290**	**$245,536**
$62	**$278**	**$304,465**

Time limits are authorized under WIC 17001.5 (a) (4). Grant amounts are authorized under WIC 17000.5 (b) and 17001. Under these sections of the Welfare and Institutions Code counties may:

> ***17000.5*** *(b) The adoption of a standard of aid pursuant to this section shall constitute a sufficient standard of aid.*
> ***17001*** *The board of supervisors of each county, or the agency authorized by county*

charter, shall adopt standards of aid and care for the indigent and dependent poor of the county or city and county.

***17001.5**. (a) Notwithstanding any other provision of law, including, but not limited to, Section 17000.5, the board of supervisors of each county, or the agency authorized by the county charter, may do any of the following:*

(4) Prohibit an employable individual from receiving aid under this part for more than three months in any 12-month period, whether or not the months are consecutive. This paragraph shall apply to aid received on or after the effective date of this paragraph. This paragraph shall apply only to those individuals who have been offered an opportunity to attend job skills or job training sessions.

The Department has provided five different options for the Board to consider:
a.) Implement a six-month annual time limit for temporary disabled recipients, and a three-month time limit for the non-disabled, employable recipients down to only three months on the program for a savings of $309,892. Although this would have a slight increase in workload, there would be no adjustment to the monthly grant aid amount. This will establish a time limit for the temporary-disabled recipients, reducing their benefits to six months out of every twelve-month period, regardless if they continue to be temporarily disabled; or
b.) Implement a three-month annual time limit for non-disabled, employable recipients, and a $50 grant reduction (from $340 to $290), for a savings of $309,891. This is a combination of the grant aid reduction and reducing the time that a non-disabled, employable recipient could be on the program; or
c.) Implement a six-month annual time limit for temporary disabled recipients, and a $12 grant reduction (from $340 to $328), for a savings of $304,466. This is a combination of the a slight decrease in the grant aid and establishing a time limit for a recipient to be temporary disabled; or
d.) Implement a grant reduction only of $62, (from $340 to $278). This has no impact staff workload, however a larger impact to our program recipients. The Department is not recommending this option as the benefit amount would be insufficient; or
e.) No modification to the program and the General Fund would cover the estimated budget shortfall of $300,000.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The County Administrator's Office - Budget Office - concurs with these actions. This item received support from the Budget Committee on April 29, 2026 to bring options to the Board.

FINANCING:
With an approximate $300,000 budget shortfall in the current fiscal year for the General Assistance program, the Department of Social Services is seeking guidance from the Board on reducing program costs to stay within budget.

The Department is recommending the Board consider one of the following reduction options:
a.) Implement a six-month annual time limit for temporary disabled recipients, and a three- month time limit for the non-disabled, employable recipients down to only three months on the program for a savings of $309,892; or
b.) Implement a three-month annual time limit for non-disabled, employable recipients, and a $50 grant reduction (from $340 to $290), for a savings of $309,891; or
c). Implement a six-month annual time limit for temporary disabled recipients, and a $12 grant reduction (from $340 to $328), for a savings of $304,466; or
d.) Implement a grant reduction only of $62, (from $340 to $278) not recommended by the Department; or
e.) No modification to the program and the General Fund would cover the estimated budget shortfall of $300,000.

This report reflects that there is a current $300,000 budget shortfall during the development of the current Fiscal Year 2026-27 Adopted Budget for the General Assistance Program. This report is seeking guidance from the Board on how to mitigate the budget shortfall. Once direction has been provided, the Department will return to the Board with either a revised board resolution for changes to the General Assistance Program, or to increase appropriations.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
Recommended actions would support the Department of Social Services in keeping program expenses within budget as part of the Administrative Strategic Plan Goal. However, it has been the County's mission to assist their indigent residents, and to ensure that all have a safety net of support as they work towards self-sufficiency - adopting a reduction in services would lessen services under the Well-Being and Quality of Life Strategic Plan Goal.

Mark a check to the related Board of Supervisors Strategic Plan Goals:

_X_ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
____ Diverse and Thriving Economy
_X_ Administrative

Prepared by: Aaron McDougal, Management Analyst II, x8558 and Becky Cromer, Finance Manager III, x4404

Approved by: Roderick W. Franks, Director, x4430

Attachments: GA Reductions Strategies (PowerPoint)

Introduced: 8/7/2026 **Current Status:** Agenda Ready

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

Recommend one of the costs saving reduction options to the General Assistance program:
a. Implement a six-month annual time limit for temporary disabled recipients, and a three-month time limit for the non-disabled, employable recipients down to only three months on the program for a savings of $309,892; or
b. Implement a three-month annual time limit for non-disabled, employable recipients, and a $50 grant reduction (from $340 to $290), for a savings of $309,891; or
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e. Maintain the existing program and the General Fund covers the shortfall.

RECOMMENDATION:

It is recommended that the Board of Supervisors:
Recommend one of the costs saving reduction options to the General Assistance program:
a. Implement a six-month annual time limit for temporary disabled recipients, and a three-month time limit for the non-disabled, employable recipients down to only three months on the program for a savings of $309,892; or
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SUMMARY:

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DISCUSSION:
Monterey County's General Assistance program provides medical exams for applicants and recipients to confirm disability, or for applicants and recipients who inform the Department of Social Services that they are unable to work, as required under the program. Individuals who are experiencing disability and are unable to work receive help in applying for Supplemental Security Income (SSI/SSP). Individuals who are not disabled are enrolled in the General Assistance Work Experience Program (GA-WEP).

The GA-WEP had 288 active cases last fiscal year, and the Department is always seeking more agencies to partner. These individuals are assigned to complete work hours at local sites (The Food Bank for Monterey County, and Dorothy's Place for example) which assist these community partners with serving our mutual customers while building job skills for our General Assistance recipients to gain future employment.

The Department is recommending cost saving measures to the General Assistance program via time limits and/or grant reductions considering the County's budget constraints. The program in Monterey County currently provides a grant amount of $340 and a 6-month time limit for non-disabled, employable recipients and no limit for temporarily disabled recipients. Changes to the program time limit can only be applied to recipients who are not permanently disabled and who have been offered an opportunity to attend job skills or job training sessions. Any program changes will require modifying the Boards' existing resolution for the Program and returning to the Board for final approval before program changes can be implemented.

There are various cost-saving options for the Board to consider:
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17000.5 *(b) The adoption of a standard of aid pursuant to this section shall constitute a sufficient standard of aid.*
17001 *The board of supervisors of each county, or the agency authorized by county charter, shall adopt standards of aid and care for the indigent and dependent poor of the county or city and county.*

17001.5. *(a) Notwithstanding any other provision of law, including, but not limited to, Section 17000.5, the board of supervisors of each county, or the agency authorized by the county charter, may do any of the following:*
(4) Prohibit an employable individual from receiving aid under this part for more than three months in any 12-month period, whether the months are consecutive. This paragraph shall apply to aid received on or after the effective date of this paragraph. This paragraph shall apply only to those individuals who have been offered an opportunity to attend job skills or job training sessions.

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e.) No modification to the program and the General Fund would cover the estimated budget shortfall of $300,000.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The County Administrator's Office - Budget Office - concurs with these actions. This item received support from the Budget Committee on April 29, 2026, to bring options to the Board.

FINANCING:
With an approximate $300,000 budget shortfall in the current fiscal year for the General Assistance program, the Department of Social Services is seeking guidance from the Board on reducing program costs to stay within budget.

The Department is recommending the Board consider one of the following reduction options:
a.) Implement a six-month annual time limit for temporary disabled recipients, and a three- month time limit for the non-disabled, employable recipients down to only three months on the program for a savings of $309,892; or
b.) Implement a three-month annual time limit for non-disabled, employable recipients, and a $50 grant reduction (from $340 to $290), for a savings of $309,891; or
c). Implement a six-month annual time limit for temporary disabled recipients, and a $12 grant reduction (from $340 to $328), for a savings of $304,466; or
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This report reflects that there is a current $300,000 budget shortfall during the development of the current Fiscal Year 2026-27 Adopted Budget for the General Assistance Program. This report is seeking guidance from the Board on how to mitigate the budget shortfall. Once direction has been provided, the Department will return to the Board with either a revised board resolution for changes to the General Assistance Program, or to increase appropriations.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
Recommended actions would support the Department of Social Services in keeping program expenses within budget as part of the Administrative Strategic Plan Goal. However, it has been the County's mission to assist their indigent residents, and to ensure that all have a safety net of support as they work towards self-sufficiency - adopting a reduction in services would lessen services under the Well-Being and Quality of Life Strategic Plan Goal.

Mark a check to the related Board of Supervisors Strategic Plan Goals:

_X_ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
____ Diverse and Thriving Economy
_X_ Administrative

Prepared by: Aaron McDougal, Management Analyst II, x8558 and Becky Cromer, Finance Manager III, x4404

Approved by: Roderick W. Franks, Director, x4430

Attachments: GA Reductions Strategies (PowerPoint)

DEPARTMENT OF

SOCIAL SERVICES

Possible Cost Reductions to the General Assistance (GA) Program

COUNTY OF MONTEREY
DEPARTMENT OF SOCIAL SERVICES
Working Together for Our Community

Presented by: Aaron McDougal and Becky Cromer
Board of Supervisor's Meeting, August 18, 2026

OVERVIEW

DEPARTMENT OF SOCIAL SERVICES

- Aid Payments
- Proposed Cost Saving Measures
- Recommendations

County of Monterey
DEPARTMENT OF SOCIAL SERVICES

GENERAL ASSISTANCE

MONTEREY COUNTY AID - $1.8 Million

Monterey County's aid payments for the Fiscal Year 2024-25. The table below breaks down the payments by type of General Assistance Received.

Total Aid Payments	Amount
Temporarily Disabled	**$725,000**
Permanently Disabled	**$729,000**
Employable IE: Worked at Sites	**$190,000**
Job Search	**$105,000**
Other (Assistance Program, Time-Expired Refugee, Time-Expired Refugee Interim Assistance, CAPI, & Student/ESL)	**$54,000**

County of Monterey
DEPARTMENT OF SOCIAL SERVICES

TEMPORARY DISABLED RECIPIENTS

NO TIME LIMIT

Temporarily disabled individuals:

- Received $725,000 in aid during the review period,
- This aid was approximately 40% of the GA aid given,
- Received aid in excess of 6 months 59% of the time,
- Receive the maximum aid payment of $340/month majority of the time

Maximum Aid Payment	Total Cases	Cases Recieving Aid >6M
$340	296	174

Length of Aid	Cases Receiving Aid	Expenditure
Customers > 6M	174	$573,350

REDUCING TIME LIMIT OPTION

TEMPORARY DISABLED RECIPIENTS

Implement a **6-month annual time limit** option would:

- Provide savings of roughly $229,340,
- Reduce benefits to 6 out of a 12-month period.

Maximum Aid Payment	Total Cases	Cases Recieving Aid >6M
$340	296	174

Savings
$229,340

Length of Aid	Cases Receiving Aid	Expenditure
Customers > 6M	174	$573,350
If Same Customers Received 6M of Aid Maximum	174	$344,010

REDUCING TIME LIMIT OPTION

EMPLOYABLE / JOB SEARCH

Implement a **3-month annual time limit** option would:

- Provide savings of roughly $64,355,
- Reduce benefits to 3 out of a 12-month period,
- Align with majority of counties in California,
- Allow more customers to gain work experience, as the number of available slots for employable customers would increase.

Total Cases	Total Cases Receiving > 3 Months
288	105

Total Current Expenditures	Current Expenditure for Customers Receiving > 3 Months	Expenditure for Same Customers if they Received 3 Months	
$294,139	$160,887	$96,532	Savings $64,355

GRANT REDUCTION OPTIONS

Current grant aid amount is $340

Implementing a grant reduction option would:

- Impact grant recipients financially, and
- Allow flexibility in combining this reduction with a program time-limit reduction.

Grant Reduction	Revised Grant Aid Payment	Savings
$12	**$328**	**$ 58,929**
$50	**$290**	**$245,536**
$62	**$278**	**$304,465**

COUNTY COMPARISONS

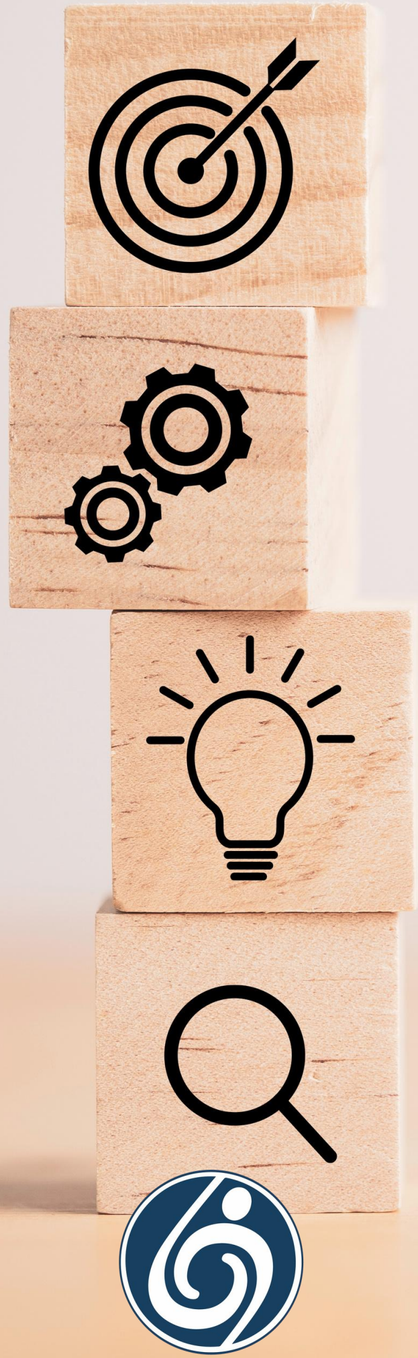
The charts below pertains to:

- Employable: meaning they are assigned work hours at our local sites, or
- Job Search: meaning they are employable, but for various reasons are unable to work at a work site.

Comparison & Non-Comparison Counties

County	Max Grant Amount	Months Allowed (Employable/Job Search)
Alameda	$336	3
Contra Costa	$336	3
Monterey	$340	6
Santa Clara	$343	Indefinite
San Luis Obispo	$355	3
San Benito	$364	3
Sonoma	$415	3
Santa Cruz	$640	Indefinite
San Mateo	$732	Indefinite

County	Max Grant Amount	Months Allowed (Employable/Job Search)
Los Angeles	$221	9
Fresno	$245	3
Amador	$331	3
Calaveras	unknown	3
Humboldt	$303	3
Placer	$326	3
San Diego	$589	3



RECOMMENDATIONS

OPTION A: Implement a 6-month annual time limit for Temporary Disabled, and a 3-month annual time limit for non-disabled, employable recipients for a savings of $309,892; or

OPTION B: Implement a 3-month annual time limit for non-disabled, employable recipients, and a $50 grant reduction (from $340 to $290), for a savings of $309,891; or

OPTION C: Implement a 6-month annual time limit for Temporary Disabled, and a $12 grant reduction (from $340 to $328), for a savings of $304,466; or

OPTION D: Implement a $62 grant reduction, (from $340 to $278) not recommended; or

OPTION E: No modification to the program and the General Fund covers the approximate shortfall of $300,000.

County of Monterey
DEPARTMENT OF SOCIAL SERVICES

QUESTIONS?

http://countyofmonterey.gov/dss

Introduced: 7/22/2026 **Current Status:** Scheduled PM

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

a. Receive an update presentation on development of the Countywide Facilities Master Plan;
b. Provide direction to staff on development options to incorporate into the Final 2026 Facilities Master Plan.

RECOMMENDATION:

It is recommended that the Board of Supervisors:
a. Receive an update presentation on development of the Countywide Facilities Master Plan;
b. Provide direction to staff on development options to incorporate into the Final 2026 Facilities Master Plan.

SUMMARY

Public Works, Facilities and Parks (PWFP) is leading development of a Facilities Master Plan (FMP) prepared by M. Arthur Gensler Jr. & Associates (Gensler), a subject matter expert with extensive experience developing FMPs for California counties. Data collection, department input, and extensive Board of Supervisors (Board) feedback is incorporated into this final draft FMP for the Board's consideration. This FMP Workshop #2 is intended to review key decision points which will allow Gensler to prepare the final FMP for adoption. The adopted FMP will provide the County with guidance on future capital infrastructure investments and development priorities.

DISCUSSION

Background

The County last completed an FMP in 2001. County population growth and a trend of increased government staffing and services require a review of current space allocations and locations to align County facilities with resident needs. More than 75% of the County's facilities are over 30 years old and require significant investment to address end-of-life systems replacement and deferred maintenance. It is critical that the County identify facility priorities for investment and development over the next 20+ years. As noted in the draft FMP, "*the focus of the FMP is to make recommendations that prioritize department needs and make the most effective and economic use of County owned and leased facilities and land for the next two decades.*"

The FMP is identified in the County's Strategic Plan as a key part of future planning decisions. It is intended to be one of several guides and reference tools, along with the Capital Improvement Program 5-Year Plan, and Board Strategic Goals, for staff to reference when developing capital project recommendations, and for the Board to reference when making significant capital project financing and approval decisions.

Further discussion on the FMP is contained within Attachment A of this report.

OTHER AGENCY INVOLVEMENT:
PWFP engaged County departments throughout the development process to collect information on staffing and service needs. A Steering Committee consisting of representatives from the County Administrative Office (CAO), Information Technology Department (ITD), Human Resources Department (HRD), PWFP and Housing and Community Development (HCD) provided feedback on Key Findings and options development. County Supervisors were interviewed by Gensler to review their office space needs and any Supervisorial District considerations. FMP options were presented to the Capital Improvement Committee (CIC) on October 17, 2025, and November 5, 2025.

FINANCING:
The FMP project was funded in the Fiscal Year 2024/25 Capital Improvement Plan. This project is budgeted in the Capital Projects Fund (formerly Fund 404, now Fund 1930) and expenditures are reimbursed from Building Improvement and Replacement Fund (formerly Fund 478-BIR, now fund 2205) as they are incurred.

The total estimated occupancy cost over 20 years for existing facilities studied in the FMP is $865 million, including $524 million in operating costs, $225 million in capital expenditures (estimated $11.25 million per year in Building Improvement and Replacement Fund set asides), and $116 million in existing debt service and interest reimbursements.

The Gensler team performed a preliminary financial analysis for original development options presented to the Board in January 2026. The preliminary analysis focused on estimating the additional capital and debt service costs to implement the two options. These estimates were based on projected renovation or new construction costs provided by KPJ Consulting, the FMP consulting team's cost estimator. Both options focused on renovation, remodeling, or new construction scenarios with a cost estimate between $793 million and $876 million in capital and debt service costs, depending on the amount of new construction.

The options and recommendations presented in this Workshop #2 differ from the original development options and instead reflect specific questions and direction provided by the Board. As a result, the focus has shifted from evaluating two discrete development options to considering individual facility improvements and implementation priorities. This proposed approach significantly reduces new construction at the Government Center, instead focusing on renovation or limited relocation in existing facilities. Major construction costs are still associated with Laurel Yard, 1200 Aguajito, South County campus, and potential addition of a North County Campus.

Additional financial analysis will need to be prepared by the CAO once the Board provides direction on specific actions to prioritize. As specific projects and phasing are identified, updated capital cost estimates, financing options, and associated debt service impacts will be developed and presented to the Board to support future implementation and budget decisions.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:

This recommendation and the Facilities Master Plan process advances the Board's Strategic Plan Goals by supporting the use of a facilities master plan assessment, identifying the most urgent capital needs, including development of project scope and feasible funding strategies for tenant improvements to modernize spaces and efficiently provide public services countywide, by identifying infrastructure needs for County programs, by reviewing the feasibility of relocating certain departments, and recognizing the potential for future phases of this Facilities Master Plan and assessment process.

__X_ Well-Being and Quality of Life
__X_ Sustainable Infrastructure for the Present and Future
__X_ Safe and Resilient Communities
____ Diverse and Thriving Economy
____ Dynamic Organization and Employer of Choice

Prepared by: John Snively, Administrative Operations Manager, 831-759-6617
Reviewed by: Florence Kabwasa-Green, Chief of Facilities
Lindsay Lerable, Assistant Director 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 - Facilities Master Plan Discussion
Attachment B - Facilities Master Plan Presentation

Introduced: 7/22/2026
Version: 1

Current Status: Scheduled PM
Matter Type: General Agenda Item

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__X_ Well-Being and Quality of Life
__X_ Sustainable Infrastructure for the Present and Future
__X_ Safe and Resilient Communities
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Attachment A

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DISCUSSION

Project Scope and Procurement

In July 2024, PWFP received funding to prepare a new FMP. PWFP contracted with Gensler for FMP development and services by leveraging federal Indefinite Delivery Indefinite Quantity Contract 47PF0023D0003 to piggyback award and negotiate County standard terms and conditions. Gensler prepared the County's last FMP in 2001, and has extensive experience preparing FMPs for California Counties, including Napa, Santa Barbara, San Luis Obispo, and more.

The FMP covers major campuses throughout the County, including in Salinas, the Peninsula, North and South County, and focuses on utilization of general office space and public interfaces within these areas. In total, 65 sites are included in the FMP covering over 1,600,000 square feet of building space.

The Natividad Medical Center campus and County Parks are the subjects of separate, specialized master planning efforts. The FMP team collaborated with these other efforts when locations or interests overlapped. Other specialized facilities such as libraries and jails will require separate analysis. The FMP also provides recommendations related to Board referrals 2023.03 (Affordable Housing at Laurel Yard), 2023.13 (Laurel Yard Master Plan,), 2024.12 (1220 Natividad Road Alternative Uses) and 2024.18 (970 Circle Dr. Alternative Uses), which are included as Appendix G in **Attachment B.**

Data Collection and FMP Development

The FMP development process was led by Gensler as the subject matter expert, with project oversight by PWFP and involvement throughout the process from department heads, County employees, the County FMP Steering Committee, CAO's Office, and PWFP staff.

Gensler conducted extensive department surveys to identify how existing space was impacting County staff experience. Department heads were interviewed and surveyed to gather projected space and services needs over the next 20 years. Gensler conducted in-person site tours of many County facilities across the County. Steering Committee meetings were held with representatives from the County Administrative Office (CAO), Information Technology, Human Resources, PWFP and Housing and Community Development. Gensler also conducted interviews with individual members of the Board of Supervisors.

Findings and County Feedback

The Gensler team analyzed this information and other data provided by the County and identified 8 Key Findings which inform solutions development:

1. Growth is expected, particularly in Health, Social Services, Public Safety and Justice functions.
2. Current space utilization aligns with typical government benchmarks but could be more efficient.
3. Many departments are leveraging telework but are not yet fully aligned on seat sharing.

4. Most operational and service adjacencies are met, but opportunities exist for improved workflow and privacy.
5. County facilities are aging, and some require substantial repairs, replacements, or seismic retrofitting.
6. Employee experience can be improved with more privacy, wellness support, parking, and a consistent workspace.
7. Service gaps remain in South and North County; several departments are interested in expanding their presence.
8. To support housing development, potential properties were identified for highest and best use analysis.

Gensler's findings and development options were provided to County departments, the Steering Committee, and Capital Improvement Committee (CIC) for review and comment. The draft FMP along with feedback and CIC recommendations were presented to the Board at a workshop on January 13, 2026. At this workshop the Board provided additional feedback on potential solutions and asked staff to return with an updated draft.

Following the workshop, Gensler and PWFP staff solicited additional comments from departments and held individual listening sessions with District Supervisors. The Steering Committee was provided with the opportunity to review and comment on the resulting final draft. As a result of this additional input, the final draft FMP included with this report includes several key additions/changes:

North County
- Identify a site for a "North County Campus" with multiple departments and community services. Potential departments include Health, Department of Social Services (DSS), Library, Sheriff, Ag Commissioner, among others.

South County
- Direct future development focus towards a "campus" style buildout, including 250 Franciscan Way and 1011 Broadway (King City).
- Consider safe parking needs when planning County space.
- Support future animal services expansion and partnerships.
- Repurpose 522 N. 2nd Street for housing. Evaluate potential remediation work required.
- Prioritize development of South County resiliency centers

Salinas
- Keep Human Resources at Government center, focus on addressing blight at old jail (Alisal). Workforce Development Board will remain in leased space until suitable County-owned space becomes available.
- Monterey County Water Resources Agency (MCWRA) will keep admin offices at Schilling, field operations at Laurel. MCRWA is open to consolidation but not at Laurel Yard.
- A complete relocation of Laurel Yard occupants should consider a new location in South Salinas.
- Department of Emergency Management (DEM) is to remain in a Salinas location, possibly Schilling.

- Sheriff expansion shown in FMP clarified as a high-level estimate requiring further programming to identify actual space needs.
1352 Natividad is open for alternate uses; District Attorney (DA) Family Justice Center is no longer viable at this location.
- Potential for significant traffic increases from nearby Amazon warehouse is a key factor in any Schilling Campus expansion.

Peninsula
- 1281 Broadway site is being evaluated per Board Order from January 26, 2026. Note: DSS recently indicated they are changing their projected staffing allocations at 1281 Broadway, consolidating staff at 1000 South Main, Salinas. This has the potential of opening development opportunities for other County needs at the Seaside site.

County of Monterey

Facilities Master Plan Development

Board of Supervisors Meeting
Facilities Master Plan
Options Finalization
August 18, 2026

Meet the Project Team

COUNTY PROJECT LEAD:

STEERING COMMITTEE:

Public Works, Facilities and Parks (PWFP)

County Administrative Office (CAO)

Housing & Community Development (HCD)

Human Resources (HR)

Information Technology (IT)

Public Works, Facilities and Parks (PWFP)

LEAD CONSULTANT TEAM - Gensler

KEVIN ROSENSTEIN
Principal-in-charge

PAUL NATZKE
Project Director

LINDSEY SALAZAR
Strategist

XIUWEN QI
Strategist

SUB-CONSULTANT TEAM

AARON GRUEN
GG+A
Principal

DEBRA JEANS
GG+A
Principal

ANDREW RATCHFORD
GG+A
Senior Economist

PHILIP MATHUR
KPJ Consulting
Principal

What We'll Cover Today

1.	**Project Introduction**	Process Recap / Goals of the Meeting
2.	**Facilities Master Plan Overview**	Facilities in Scope / Guiding Principles
3.	**Planning Options**	Salinas and Peninsula / South County / North County
4.	**Funding Strategy**	
5.	**Next Steps**	

Process Recap

Oct 24 – Dec 24	Jan 25 – Apr 25	May 25 – Jun 26
Data Collection	**Analysis + Findings**	**Options Development**
Activities • **800+** Employee Experience Surveys Collected • **27** Departments interviewed • **5** Board of Supervisor interviews (one-on-one)	• Staffing Projections • Demand & Supply Gap Analysis • Real Estate Market Assessment	• Develop Alternative Solutions • Adaptive Reuse & Disposition Analysis • Occupancy Cost Analysis • Implementation Roadmap (*Next Step*)
Milestones 1 Steering committee Visioning Workshop (Dec 10, 2024)	2 Steering committee Findings Workshop (Feb 10, 2025)	3 Steering committee Options Review (Apr 7, 2025) 4 Steering committee Phase 2 Options (Jun 2, 2025) 5 CIC Meeting (Oct 17, 2025) 6 CIC Meeting Follow-Up (Nov 5, 2025) 7 BOS Meeting (Jan 13, 2026) 8 BOS 1:1 Feedback Sessions (Feb 2026) 9 Department Feedback (Feb - Apr 2026) 10 BOS Meeting (Aug 18, 2026) ← *Today's Meeting*

Goals of the Meeting

- **Review feedback** received from the January 13 BOS meeting, February one-on-one feedback sessions, and department input
- **Present revised planning options** for four County regions
- **Work towards a preferred path forward** to guide the implementation plan

Facilities Master Plan Scope

The scope of the County of Monterey Facilities Master Plan (FMP) includes a large portion of the County's owned and leased portfolio, totaling 64 facilities and approximately 1,624,000 SF.

Updates:
Clarified reasons for exclusion

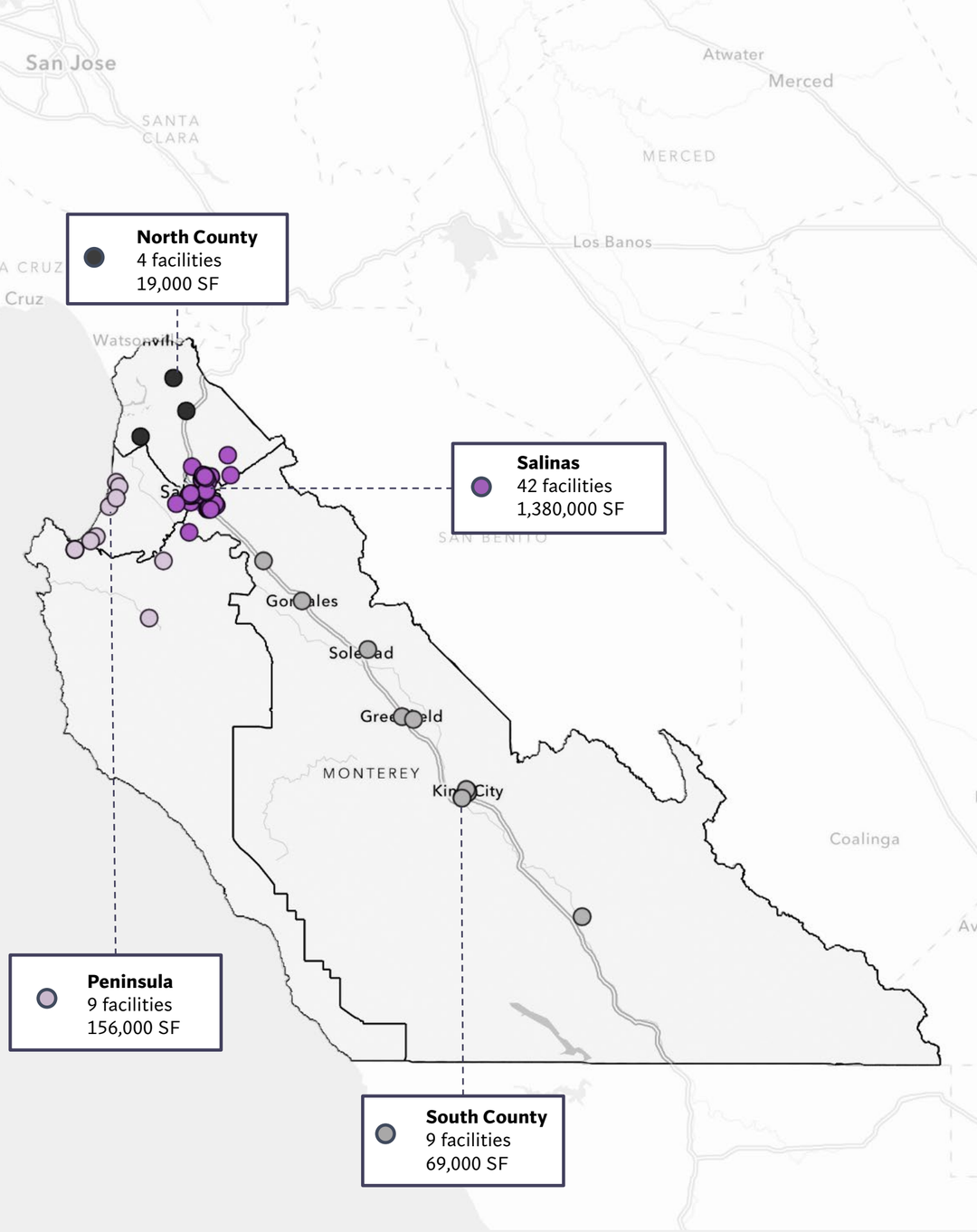
Excluded from the FMP

Facilities with their own strategic or master plans:

- **Natividad Medical Center and associated facilities**
- **Libraries**

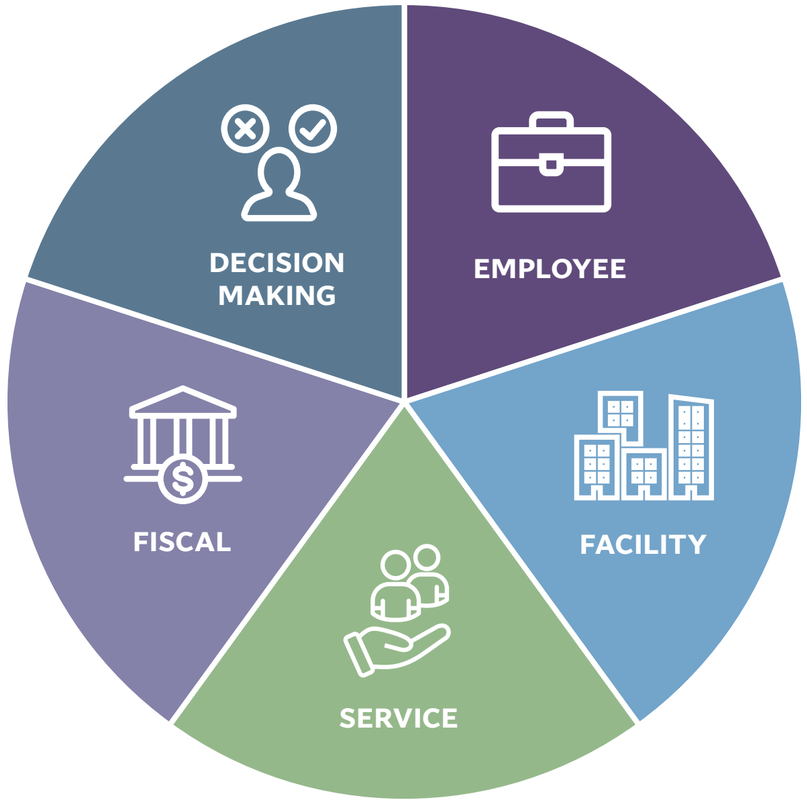
Facilities that require specialized planning and independent analysis:

- **Jail and detention facilities**
- **Parks and recreation facilities**
- **Special use sites:** communication sites, former Fort Ord Bunkers, medical and student housing, water facilities (dams, plants, reservoirs), habitat parcels, and historic structures



Guiding Principles

Updates:
Key Objectives are added to show the decision drivers of this FMP



Decision Making

Create a transparent and strategic framework for future actions.

Key Objectives:

- Balance short-term needs with long-term planning goals
- Create flexibility to adapt to future operational changes
- Provide a roadmap for implementation and governance

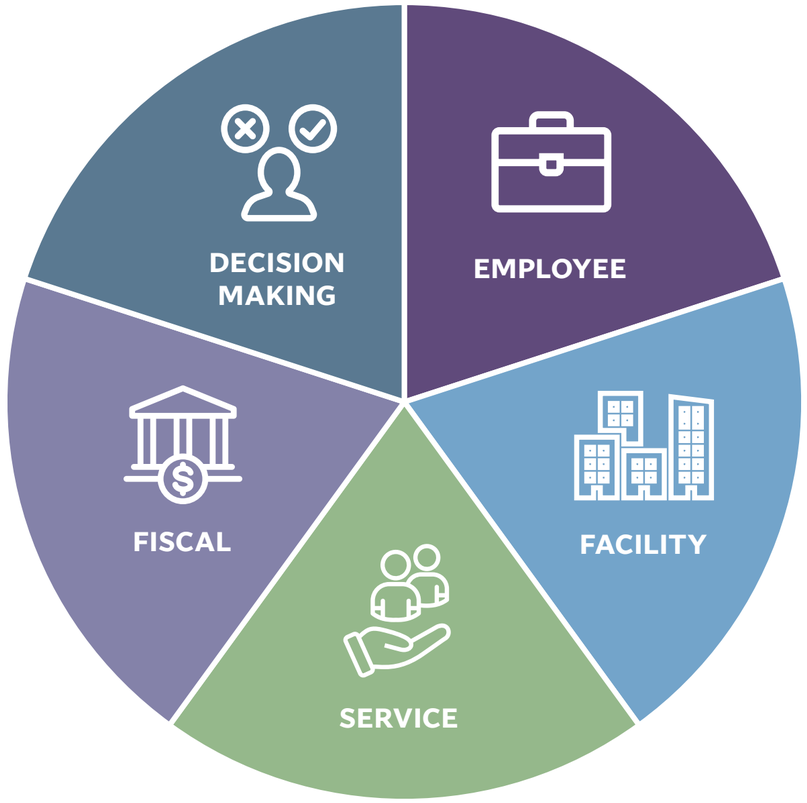
Employee

Drive recruitment, retention, and employee satisfaction.

Key Objectives:

- Provide modern, flexible, and collaborative work environments
- Align workspace with operational needs
- Support physical adjacency requirements
- Reduce deferred maintenance impacting employee experience

Guiding Principles



Facility

Optimize the County's real estate and facility portfolio.

Key Objectives:

- Address blighted or underutilized properties
- Prioritize highest and best use of County-owned assets
- Strategically manage surplus properties

Service

Maintain equitable, accessible, and efficient public services.

Key Objectives:

- Maintain public-facing services in convenient and accessible locations
- Improve equitable geographic access to County services
- Support co-location of complementary services
- Support continuity of critical public services during emergencies

Fiscal

Promote responsible stewardship of public resources.

Key Objectives:

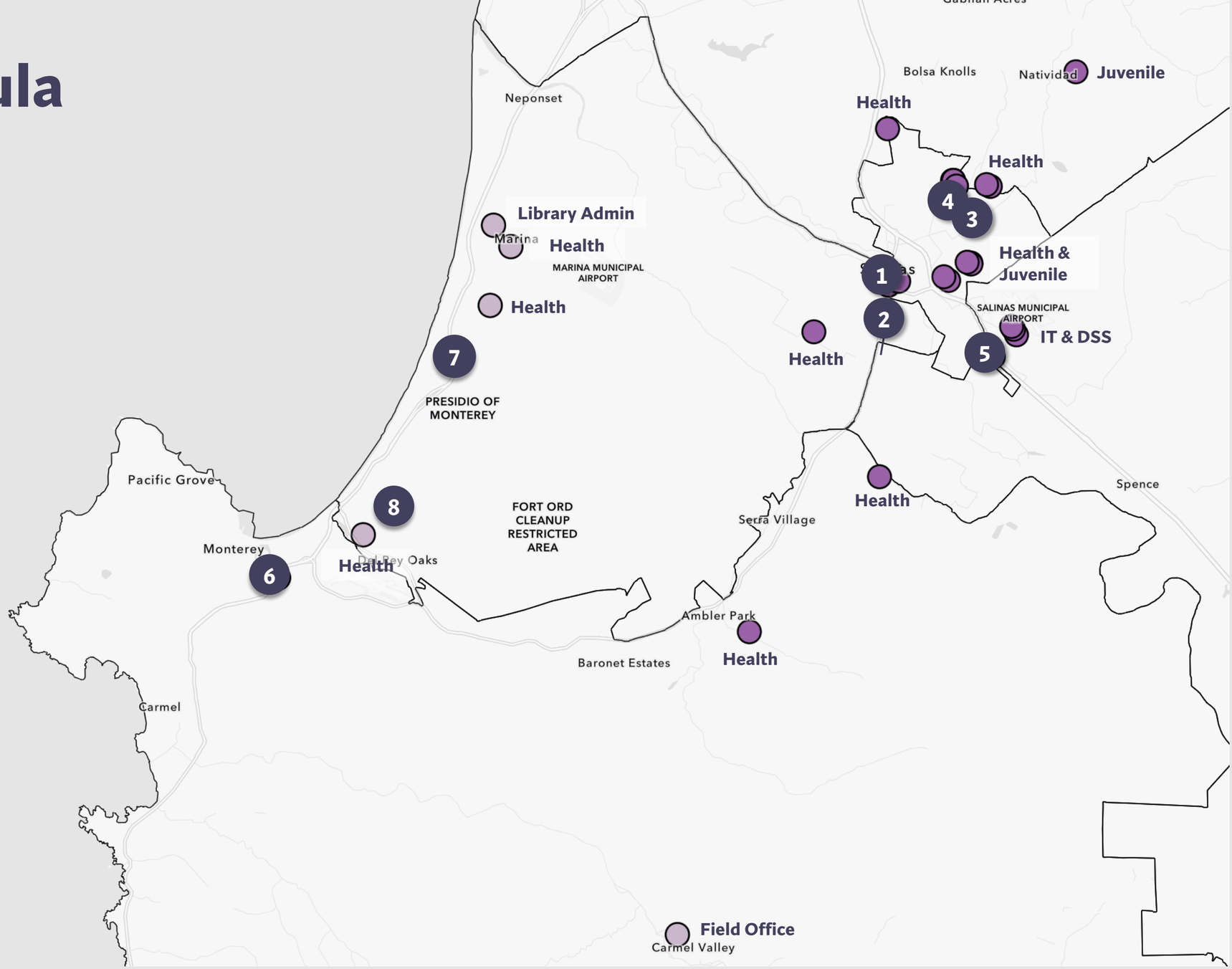
- Evaluate opportunities for revenue generation or cost recovery
- Reduce leased space dependency where feasible
- Align capital planning with available funding strategies

Planning Options

Salinas and Peninsula

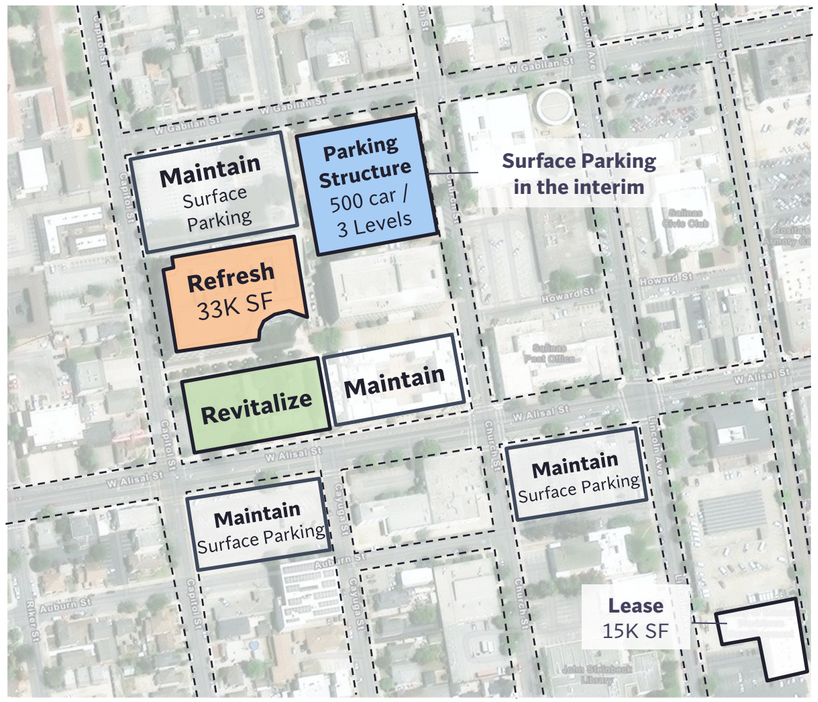
KEY FACILITIES

1. Alisal Government Center
2. 1000 S. Main St.
3. Laurel Yard
4. Natividad Rd.
5. Schilling Campus
6. 1200 Aguajito Rd.
7. 2620 First Ave.
8. 1281 Broadway Ave.



Alisal Gov. Center, Salinas

Highlighted texts show changes from previous options



	Building Area	Staff
Existing (2024)	**234,700 GSF**	**537 FTEs**
Proposed (2044)	**234,700 GSF**	**627 FTEs**

Key Findings	Feedback Received	Refined Option
County admin and public-facing departments need to remain in a centralized, accessible location	-	Maintain CAO, County Counsel, Clerk of Board, Assessor-County-Clerk-Recorder, Treasurer-Tax Collector, and BOS touchdown space at this location
Justice partners need to remain near the Courthouse	-	Maintain PD and DA functions near the court
BOS District 1 needs district office	-	Identify office space for BOS District 1
Public Defender's Office is projected to grow	Support better utilization at Alisal Gov. Center	Reconfigure second floor for better utilization and future flexibility
HR has privacy and confidentiality concerns	-	Improve privacy in place, or relocate HR if suitable County-owned space becomes available.
Ongoing parking shortages	Support phased parking strategy	Surface parking in the interim; parking structure in the long term; end lease for City parking lot
Vacant historic building	Address blighted property as a priority	Alternative reuse of the Old Jail
Workforce Development Board is in leased space	Need large meeting space	Remain in leased space until suitable County-owned space becomes available

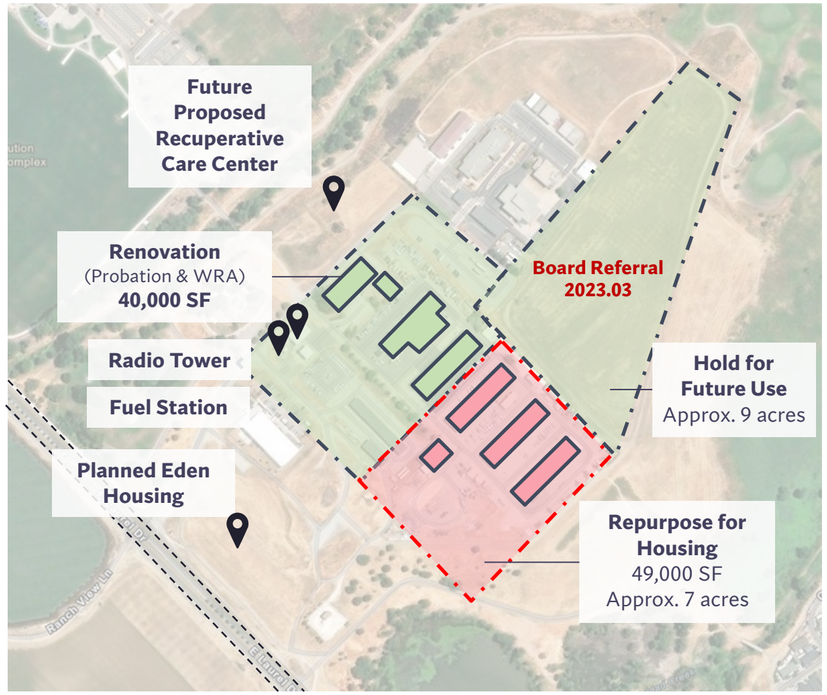
1000 S. Main St., Salinas

	Building Area	Staff
Existing (2024)	**139,000 GSF**	**427 FTEs**
Proposed (2044)	**139,000 GSF**	**518 FTEs**

Key Findings	Feedback Received	Refined Option
Social Services needs to secure long-term access to a public-accessible location	Support and conduct due diligence during acquisition; Consider how to maximize social service reimbursement	Acquire the Life Foundation Building
The building has an inefficient layout with excessive circulation, limited customer-facing areas, significant deferred maintenance, and ADA upgrade needs	-	Renovate to modernize the facility and address deferred maintenance

Laurel Yard, Salinas

Highlighted texts show changes from previous options

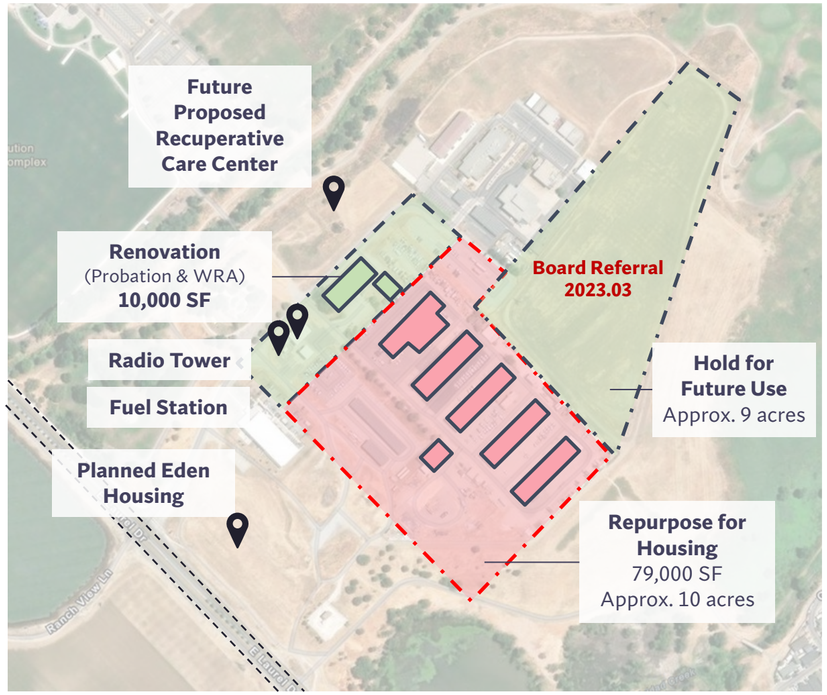


	Building Area	Staff
Existing (2024)	**89,000 GSF**	**110 FTEs**
Proposed (2044)	**40,000 GSF**	**81 FTEs**

Key Findings	Feedback Received	Option 1 – Partial Consolidation on Existing County Site
Planned housing nearby is incompatible with long-term maintenance yard use	Support consolidation for housing; Conduct site analysis and due diligence; Consider potential power line impacts	Consolidate functions where feasible; available County sites do not have capacity to accommodate all yard needs
PWFP and **IT** are open to consolidating functions at Schilling Place and 1590 Moffett with necessary buildout		Partially consolidate PWFP yard functions at Schilling Place to support housing development
WRA is open to consolidating admin and warehouse functions, but not at Laurel Yard due to facility condition and public accessibility concerns		Keep WRA admin at Schilling and WRA warehouse at Laurel Yard
Probation Silver Star Program needs better space configuration	-	Renovate and right-size space for Probation
DA needs additional vehicle storage	-	Accommodate needs on Laurel Yard if space allows
Library is looking for new central archive storage		

Laurel Yard, Salinas

Highlighted texts show changes from previous options



	Building Area	Staff
Existing (2024)	**89,000 GSF**	**110 FTEs**
Proposed (2044)	**10,000 GSF**	**25 FTEs**

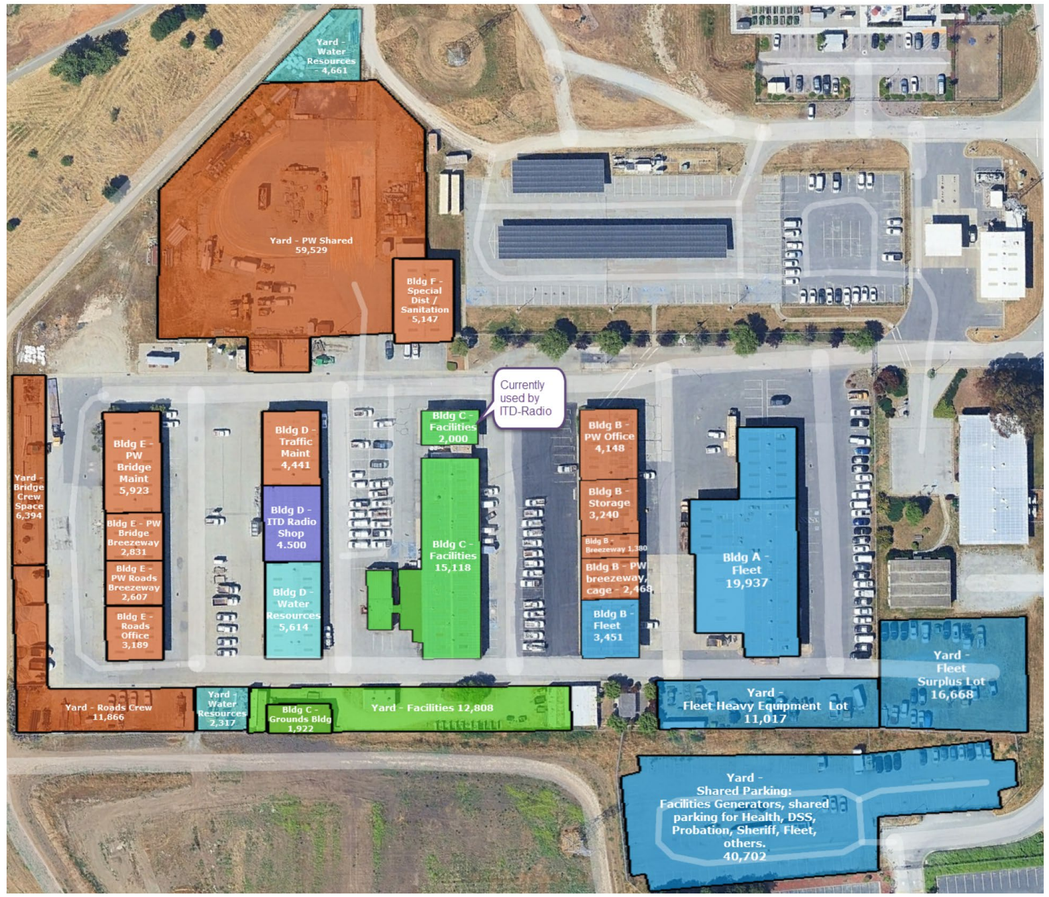
Key Findings	Feedback Received	Option 2 – Full Yard Relocation through Acquisition*
Planned housing nearby is incompatible with long-term maintenance yard use	Support consolidation for housing; Conduct site analysis and due diligence; Consider potential power line impacts	Acquire a replacement site for Laurel Yard (*see details in the following slide*)
PWFP, IT and **WRA** are open to consolidating functions		Relocate PWFP, WRA, and IT functions; reduce long-term yard use at Laurel Yard
Probation Silver Star Program needs better space configuration	-	Keep Probation at Laurel Yard; renovate and right-size space for the Silver Star Program
DA needs additional vehicle storage	-	Accommodate needs in acquired space if space allows
Library is looking for new central archive storage		

Laurel Yard Replacement

A 1:1 replacement would require approx. 79,000 SF on a ±10-acre site;

A preliminary review identified comparable industrial properties near the Salinas Airport.

Current Laurel Yard Space Allocation



Example of Property For Sale Near Salinas Airport

(Subject to Market Availability)

715 Vandenberg St.

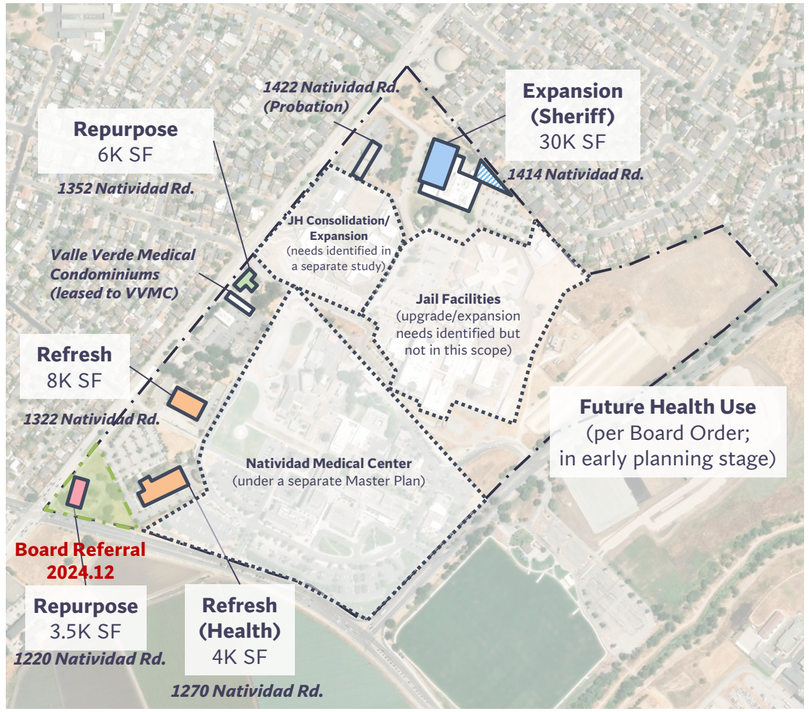
Building size: 54,750 SF

Site size: 10.82 Acres

Zoning: Industrial - Business Park

Natividad Rd., Salinas

Highlighted texts show changes from previous options



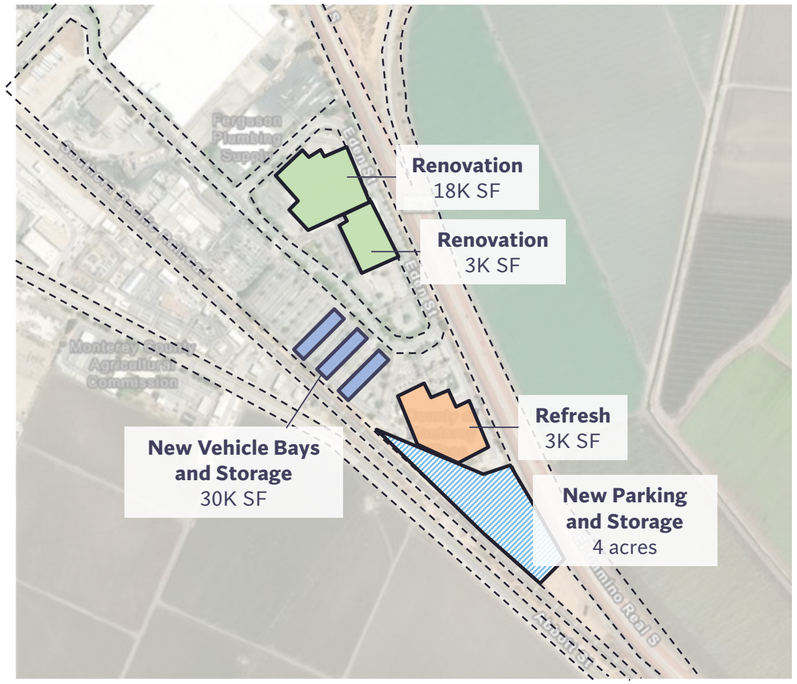
	Building Area	Staff
Existing (2024)	**186,000 GSF**	**575 FTEs**
Proposed (2044)	**216,000 GSF**	**735 FTEs**

Key Findings	Feedback Received	Refined Option
Emergency Management (DEM) needs to relocate due to space and operational constraints with Emergency Communications	Support DEM relocation to a central Salinas location	Relocate DEM to Schilling Place or another acquired Salinas site
Sheriff-Coroner has identified space needs and expansion opportunity at current building	Verify Sheriff space needs	A high-level estimate* based on vertical expansion suggests potential for up to 30,000 SF for additional workstations, coroner lobby, refrigerated storage, etc. Detailed space needs to be confirmed through programming
Health Administration Hub needs additional storage and expanded Public Health Lab space	-	Potentially expand Public Health Lab space and storage capacity at 1220 Natividad if funding allows
1352 Natividad (Old Juvenile Hall) is vacant	Address blighted property; DA Family Justice Center is no longer viable	Evaluate other use cases (e.g., Sherrif expansion); identify an alternative site for DA Family Justice Center
1220 Natividad is vacant and has redevelopment and revenue-generation potential	Support interim revenue generation and long-term County use	Pursue interim ground lease; preserve site for future County use (Health is projecting a 5-10 years funding timeline)

** See Appendix A for preliminary study on Sheriff-Coroner space needs*

Schilling Place, Salinas

Highlighted texts show changes from previous options

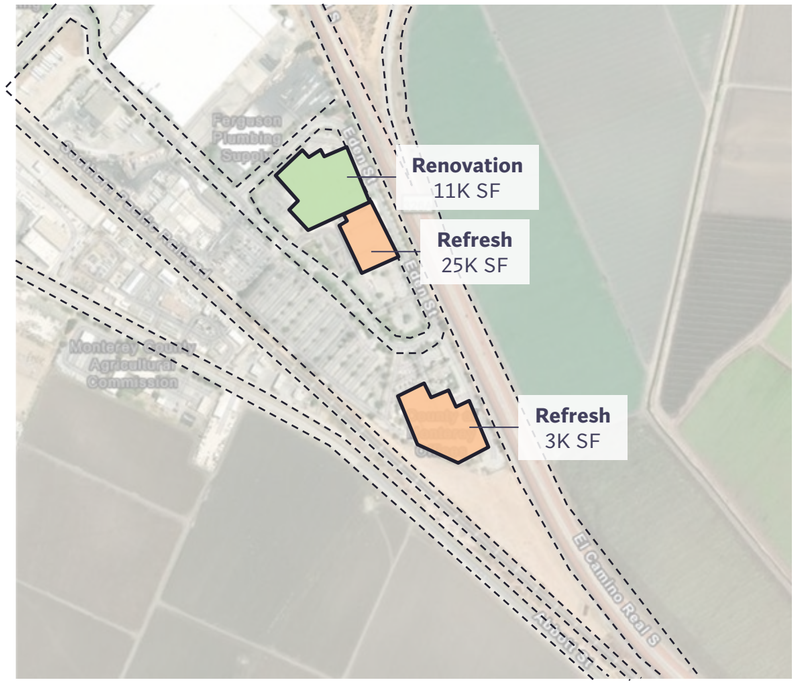


	Building Area	Staff
Existing (2024)	**290,000 GSF**	**453 FTEs**
Proposed (2044)	**310,000 GSF**	**682 FTEs**

Key Findings	Feedback Received	Option 1 – New Build Out for Laurel Yard Consolidation
Rear vacant lot and parking area could support fleet/storage expansion	Verify programming needs; Major traffic and access constraints from single entry/exit and nearby Amazon warehouse	Repurpose vacant lot for fleet and warehouse uses; Expansion feasibility is highly dependent on traffic improvements and site access upgrades; Independent traffic study recommended to identify ways to mitigate impacts; Potential partnership with City of Salinas
DEM could use vacant first-floor swing space in the North Building	Support better utilization of vacant space; potential synergy with PWFP storage	Renovate first-floor swing space for DEM
Elections requires additional flexible space	-	Renovate second floor above Elections for expansion
HCD could benefit from a more visible, transit-accessible location	-	In the short term, existing Schilling departments remain; future PWFP buildout may be reduced through selective relocations, such as HCD to a more public-facing site or Health functions where lease reimbursement can be leveraged.
WRA, Civil Rights, Child Support Services, and Health are expected to grow in place	-	

Schilling Place, Salinas

Highlighted texts show changes from previous options

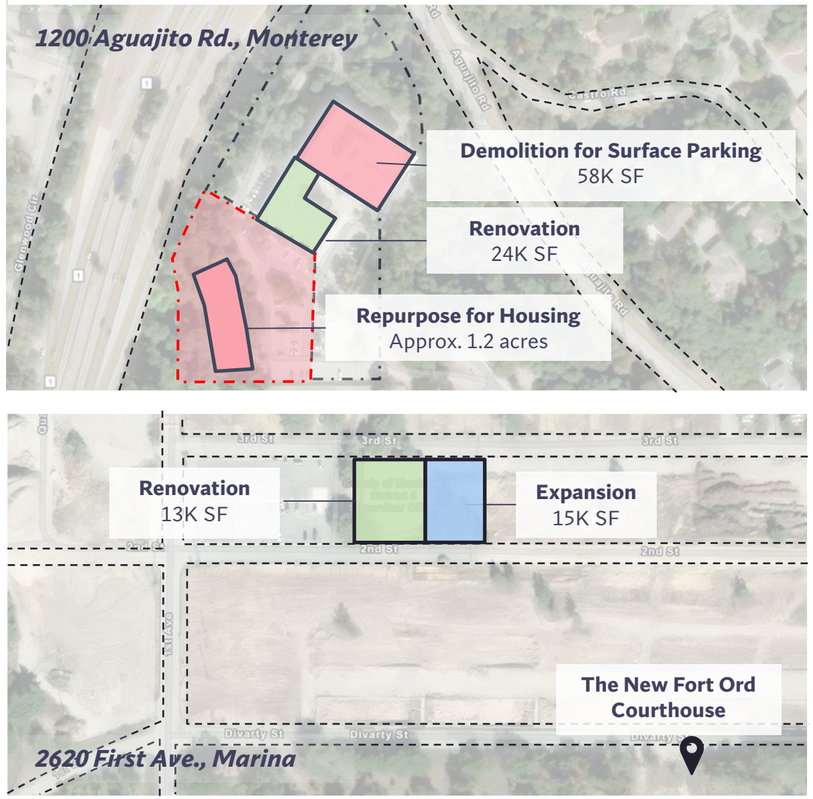


	Building Area	Staff
Existing (2024)	**290,000 GSF**	**453 FTEs**
Proposed (2044)	**310,000 GSF**	**582 FTEs**

Key Findings	Feedback Received	Option 2 – Maintain Existing Footprint*
DEM could use vacant first-floor swing space in the North Building	Support better utilization of vacant space; potential synergy with PWFP storage	Renovate first-floor swing space for DEM
Elections requires additional flexible and multi-purpose space	-	Renovate second floor above Elections for expansion
HCD, WRA, Civil Rights, Child Support Services, and Health are expected to grow in place	-	Maintain long-term growth capacity at Schilling

** Note: This option assumes Laurel Yard functions relocate to an acquired replacement site. This option maintains the existing Schilling footprint to limit additional buildout and reduce traffic impacts.*

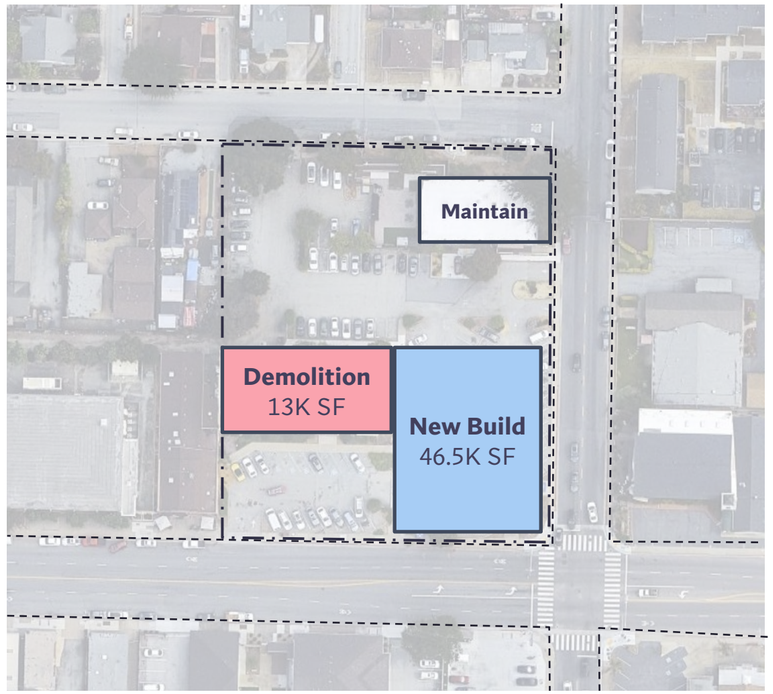
1200 Aguajito Rd., Monterey



	Building Area	Staff
Existing (2024)	**95,000 GSF**	**104 FTEs**
Proposed (2044)	**52,000 GSF**	**151 FTEs**

Key Findings	Feedback Received	Refined Option
County-owned Monterey Courthouse site could support affordable and employee housing	Support housing; ensure County receives development credit/value	Demolish parking structure and re-parcel site for housing; convert north courthouse wing to surface parking
Sheriff coastal team need to stay and can expand in Monterey **BOS District 5** needs to remain in Montrey	-	Maintain Sheriff and BOS District 5 functions in remaining structure; identify alternative sites if full redevelopment is preferred
Justice partners (DA, PD, Probation) need to remain on the Peninsula after court relocation	Support maintaining justice partners and court adjacency; Confirm MVA can remain at 2620 First Ave.	Expand 2620 First Ave. for justice partners or identify leased/acquired space within 15mins drive to the court
Other needs around Monterey area: **PWFP** needs a Public Works yard for Monterey Road Crew	-	Identify future yard locations in the Carmel Valley/ Monterey area

1281 Broadway Ave., Seaside

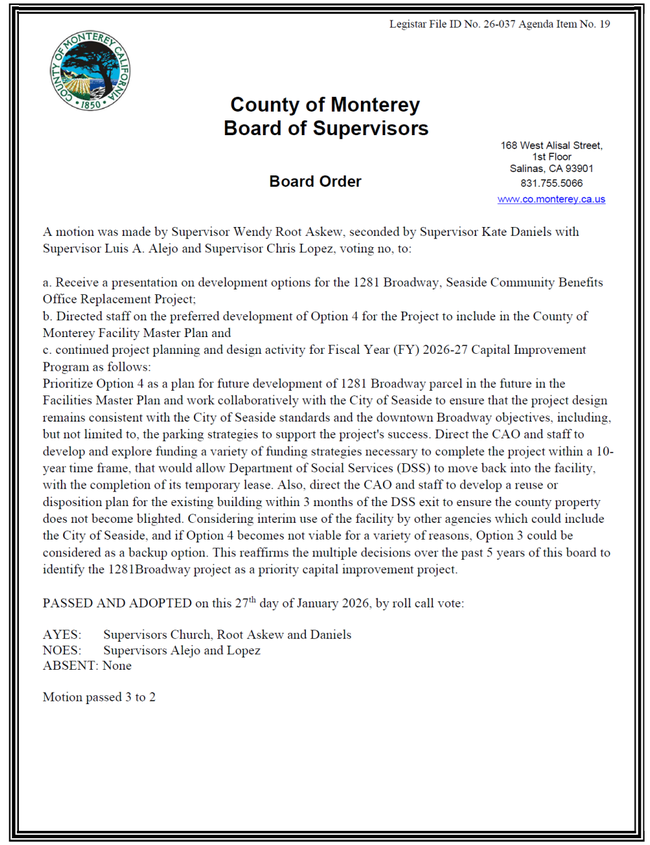


This diagrams are for illustration only

	Building Area	Staff
Existing (2024)	**13,000 GSF**	**62 FTEs**
Proposed (2044)	**46,500 GSF**	**117+ FTEs**

A Board Order is passed and adopted on January 27,2026 to "prioritize Option 4 as a plan for future development of 1281 Broadway parcel in the future in the Facilities Master Plan … and if Option 4 becomes not viable for a variety of reasons, Option 3 could be considered as a backup option."

Key Findings	Selected Option 4
Social Services has outgrown the facility and faces deferred maintenance and ADA issues	Demolish the existing facility and develop a new 46,500 SF three-story building with underground parking
Library needs expanded community-serving space	Include a full library and community meeting space in the new facility
Casa de Noche Buena Shelter needs to remain	Maintain shelter operations on site
District Attorney is looking to set up a Family Justice Center in Seaside or Marina	Program cannot be accommodated at this site; identify an alternative location



Legistar File ID No. 26-037 Agenda Item No. 19

County of Monterey
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 Kate Daniels with Supervisor Luis A. Alejo and Supervisor Chris Lopez, voting no, to:

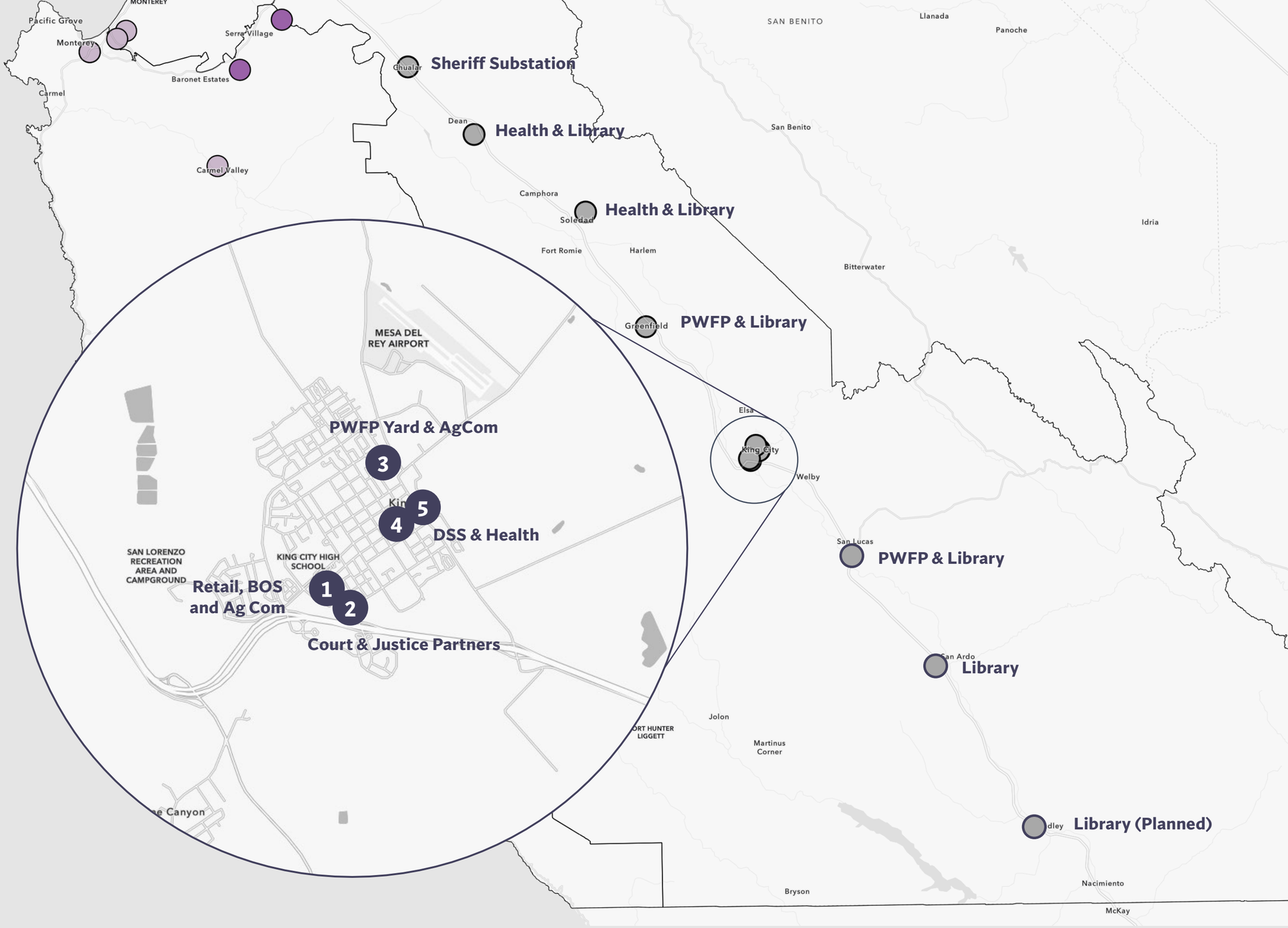
a. Receive a presentation on development options for the 1281 Broadway, Seaside Community Benefits Office Replacement Project;
b. Directed staff on the preferred development of Option 4 for the Project to include in the County of Monterey Facility Master Plan and
c. continued project planning and design activity for Fiscal Year (FY) 2026-27 Capital Improvement Program as follows:
Prioritize Option 4 as a plan for future development of 1281 Broadway parcel in the future in the Facilities Master Plan and work collaboratively with the City of Seaside to ensure that the project design remains consistent with the City of Seaside standards and the downtown Broadway objectives, including, but not limited to, the parking strategies to support the project's success. Direct the CAO and staff to develop and explore funding a variety of funding strategies necessary to complete the project within a 10-year time frame, that would allow Department of Social Services (DSS) to move back into the facility, with the completion of its temporary lease. Also, direct the CAO and staff to develop a reuse or disposition plan for the existing building within 3 months of the DSS exit to ensure the county property does not become blighted. Considering interim use of the facility by other agencies which could include the City of Seaside, and if Option 4 becomes not viable for a variety of reasons, Option 3 could be considered as a backup option. This reaffirms the multiple decisions over the past 5 years of this board to identify the 1281Broadway project as a priority capital improvement project.

PASSED AND ADOPTED on this 27th day of January 2026, by roll call vote:

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

Motion passed 3 to 2

South County

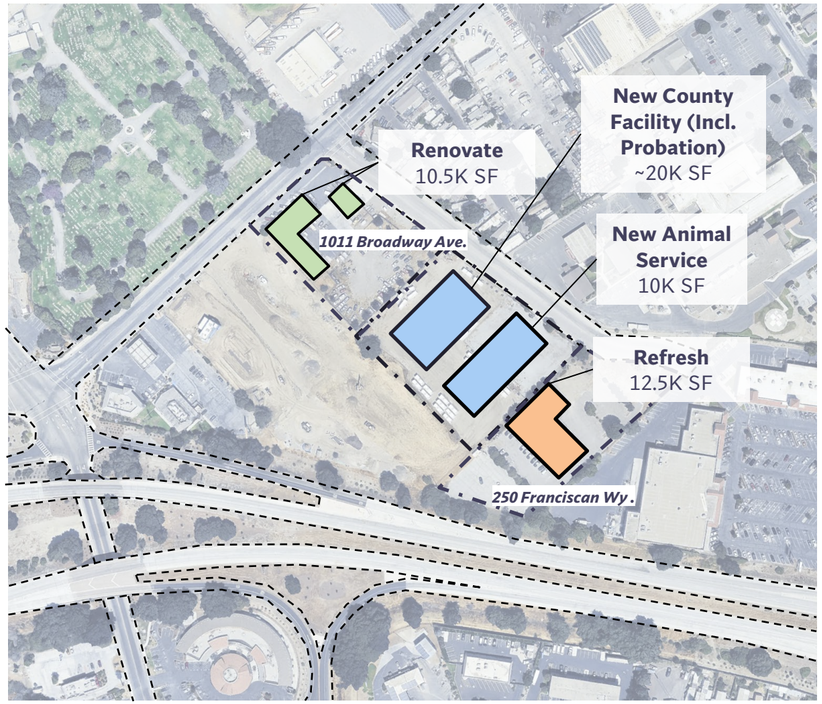


KEY FACILITIES

1. 1011 Broadway Ave., King City
2. 250 Franciscan Wy., King City
3. 522 N. 2nd St., King City
4. 200 Broadway St., King City
5. 116, 118 Broadway St., King City

1011 Broadway Ave. and 250 Franciscan Wy., King City

Highlighted texts show changes from previous options



	Building Area	Staff
Existing (2024)	**23,000 GSF**	**27 FTEs**
Proposed (2044)	**53,000 GSF**	**66+ FTEs**

Key Findings	Feedback Received	Refined Option
AgCom is relocating to 1011 Broadway to support South County service delivery	Support integrated County presence in South County; Consider potential King City Courthouse relocation; Additional due diligence needed to confirm King City as the preferred location; Consider safe parking needs in planning	Support these functions at 1011 Broadway
BOS District 3 has relocated to 1011 Broadway		
DEM, HCD, and PWFP expressed interest in South County drop-in space		Acquire land connecting 1011 Broadway and the King City Courthouse to develop a regional County campus; Support future Probation expansion and training facilities; Support future animal services expansion and partnership opportunities
Probation needs a dedicated South County office and an education facility like Silver Star Resource Center		
Health is looking for opportunities to expand animal services and shelter and partner with the Greenfield Resilience Center.		

522 N. 2nd St., King City

Highlighted texts show changes from previous options

	Building Area	Staff
Existing (2024)	**9,500 GSF**	**3 FTEs**
Proposed (2044)	**-**	**-**

Key Findings	Feedback Received	Refined Option
AgCom and PWFP are vacating the site	Support housing development at this site	Repurpose the site for affordable housing; City of King has expressed interest
Site is adjacent to an existing residential neighborhood		Prioritize residential-compatible redevelopment
Site remediation will be required prior to redevelopment		Evaluate remediation scope and incorporate into redevelopment planning
This site contains a critical public safety radio tower that must be replaced at a new location before decommissioning		Any housing development needs to include a carve-out for the radio tower

South County Resiliency Centers

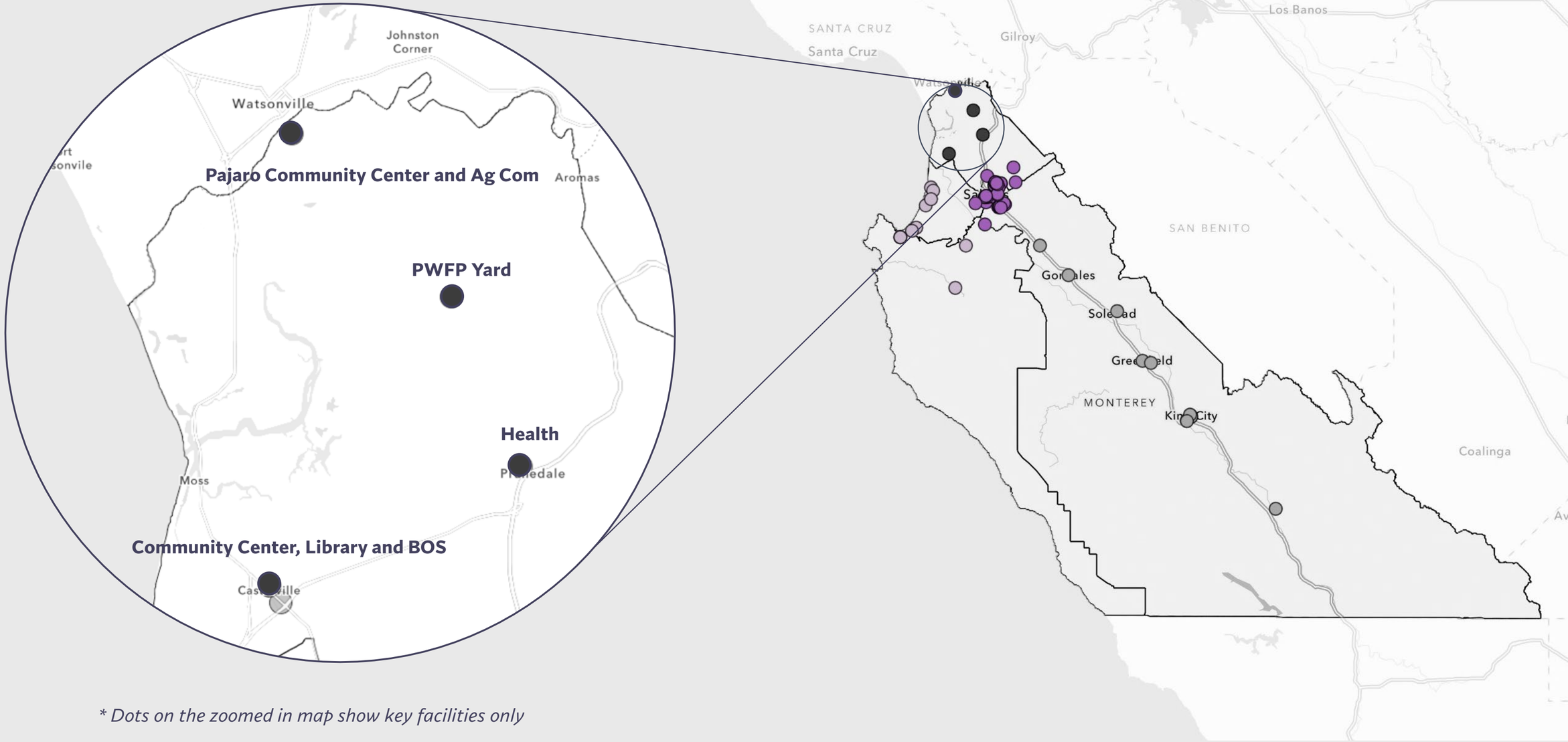
New Option Included in FMP

Example: Proposed San Lucas Resiliency Center

	Building Area	Staff
Existing (2024)	-	-
Proposed (2044)	**1,200 SF**	**TBD**

Key Findings	Feedback Received	Refined Option
Rural South County communities have limited civic infrastructure and are vulnerable to climate-related emergencies	Support resiliency centers to address historic resource gaps and geographic isolation	Develop South County resiliency centers through strategic property acquisition and library partnerships **San Lucas:** County has acquired the vacant lot near San Lucas Library and is pursuing acquisition of the adjacent parcel to expand resiliency functions **Bradley:** New Bradley library to incorporate resiliency functions **San Ardo**: Explore acquisition of the leased library and service as a resiliency hub

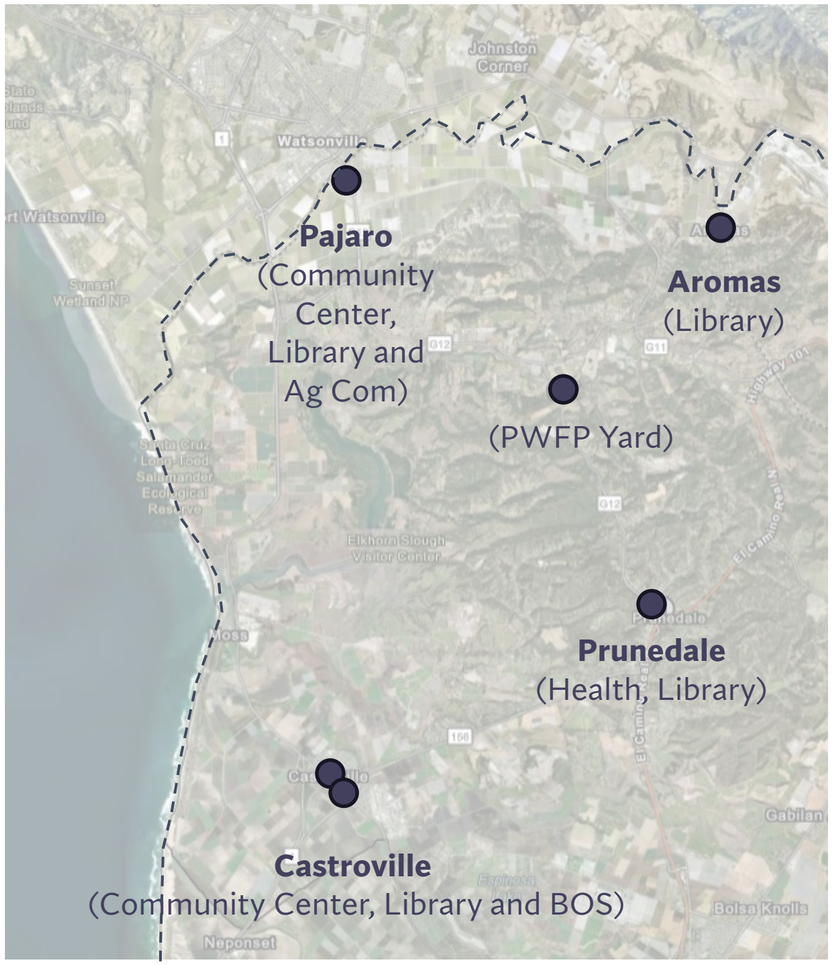
North County



** Dots on the zoomed in map show key facilities only*

North County

Highlighted texts show changes from previous options



All County Presence in North County

Key Findings	Feedback Received	Refined Option
AgCom needs 50–80 person meeting space for trainings	Consider 20-year outlook for North County development Consider co-location of complementary services	Short term: lease space for AgCom, DA, and Sheriff needs; Long term: evaluate a North County regional center Consider Pajaro, Aromas, or Castroville for future service locations; note Pajaro floodplain concerns Incorporate Safe Parking into site planning
Sheriff needs a satellite facility with office, locker, gym, restroom/shower, secured parking, and community space		
DA explores expanded presence in Castroville/Pajaro		
Social Services considers Pajaro as a potential location, but has concerns about splitting operations between Salinas and North County		Short term: use Pajaro Mansion (29 Bishop St.) for drop-in workspace, and utilize mobile Social Services/Health operations; Long term: secure lease or co-locate County services
Health considers Castroville for Behavioral Health clinic		
Library current Aromas location is inadequate and costly; Los Lomas could better serve the growing community		Include Library space needs in the Library Strategic Plan

Funding Strategy

The Facilities Master Plan should be implemented through a phased, multi-source funding strategy that aligns project scale, urgency, public benefit, and financial feasibility.

Smaller projects may be funded with available cash or reserves, while major capital investments may require bond financing, grants, partnerships, or proceeds from real estate optimization.

Common Funding Strategy

1. Cash / Existing County Funds
2. General Obligation (GO) Bonds
3. Lease Revenue Bonds / Certificates of Participation
4. Federal and State Grants
5. Public-Private Partnerships (P3s) /Lease to Own/Long-Term Lease Structures
6. Disposition or Better Use of Surplus Real Estate

	Cash / Existing County Funds	General Obligation (GO) Bonds
What it is	Use cash from General Fund, Special Revenue Funds, Developer Fees/Impact Fees/ or reserves or fund balances to pay for land, construction or improvements without borrowing	GO bonds are backed by property taxes and are often used for major public facilities.
Best used for	Smaller, near-term projects, such as maintenance and repairs, tenant improvements, feasibility studies.	Large, high-priority public facilities with broad community benefit, such as major civic buildings/infrastructure, public safety facilities.
Benefits	• No interest cost • Simpler and faster process • Less political complexity • Good for projects that are ready to move forward	• Typically lower interest rates than other borrowing tools • Can raise significant capital • Good for major long-term investments
Limitations	• Only works if funds are available • May compete with other County priorities • Usually not enough for major new facilities or large-scale renovations	• Often requires voter approval • Can be politically difficult • Requires a strong public case and community support
Example		• City and County of San Francisco — 2024 Healthy, Safe and Vibrant Bond ($390M)

	Lease Revenue Bonds / Certificates of Participation	Federal and State Grants
What it is	A Country creates or uses a financing authority such as a Joint Powers Authority to issue bonds. The County leases the facility and makes lease payments to repay the bonds.	The County applies for competitive funding from the federal or state government, often tied to specific programs or policy goals.
Best used for	Major County-owned facilities where voter approval may not be practical.	Projects connected to specific public priorities, such as transportation, Infrastructure.
Benefits	• Usually does not require voter approval • More flexible than GO bonds • Commonly used for public facility projects • Can move faster than a voter-approved bond	• Reduces the amount the County needs to pay directly • Can help advance priority projects • May support politically important goals • Useful as part of a larger funding package
Limitations	• Interest rates are typically higher than GO bonds • Requires annual lease payments from the County budget • Still adds long-term financial obligations	• Competitive and not guaranteed • Often requires matching funds • May require support from elected officials, advocacy groups, or lobbyists
Examples	• Contra Costa County — Lease Revenue Bonds for administration, airport, and fire facilities ($97M) • Los Angeles County — Lease Revenue Bonds for Vermont Corridor Site 2 administrative facility ($212M)	• San Diego County — State grants for behavioral health facilities ($29M)

	Public-Private Partnerships (P3s)	Disposition or Better Use of Surplus Land
What it is	A private entity may design, build, finance, operate, maintain, or lease a facility to the County. The County pays over time through a lease, service payment, or other agreement.	Use County-owned land and buildings more strategically through ground leases, sale, or consolidation to generate revenue, reduce costs, or fund facilities.
Best used for	Large capital projects requiring significant funding, specialized expertise, or long-term maintenance.	Underutilized, obsolete, costly, or surplus properties that can generate revenue or reduce operating costs.
Benefits	• Reduces upfront County capital costs • Transfers some delivery and maintenance risk • May accelerate project delivery • Leverages private-sector expertise	• Generate one-time or ongoing revenue through property sales or ground leases • Reduce operating, maintenance, and leasing costs • Reinvest proceeds or savings into priority facilities
Limitations	• Private financing usually costs more than public borrowing • Agreements are complex • Long-term commitments reduce flexibility • Requires strong County oversight	• Subject to the California Surplus Land Act • Market conditions can influence the feasibility, timing, and financial return • Properties may have legal, environmental, title, funding, or deed restrictions • Community or political concerns may arise
Examples	• Orange County — P3 delivery for Civic Center modernization ($400M) • Garden Grove — Design-build-finance model for Civic Center and police facility ($152M)	

Next Steps

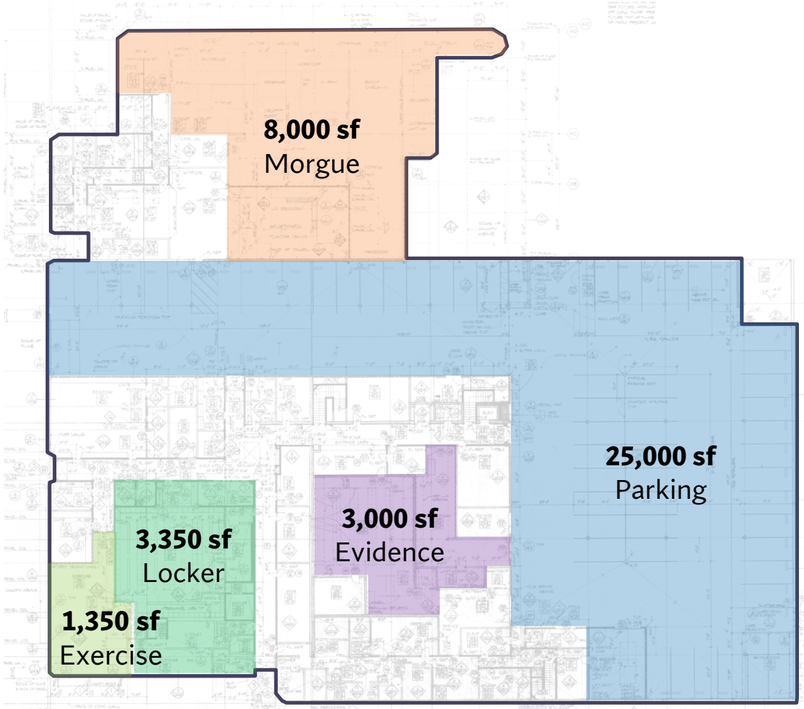
Next Steps

- **Finalize option** for the preferred path forward
- **Develop an implementation plan** with the core team
- **Deliver the final Facilities Master Plan**

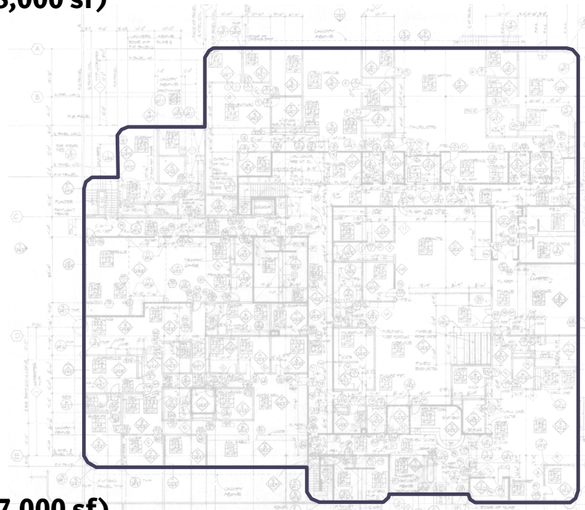
Appendix A

Sheriff-Coroner Space Needs Preliminary Study

Sheriff-Coroner Space Needs Preliminary Study



Lower Floor (58,000 sf)



Upper Floor (27,000 sf)

Current Space

- **Gross Square Feet (GSF)** = 85,000 sf
- **Usable Square Feet (USF)** = 68,000 sf (80% efficiency)
- **General Office USF (excluding specialty space)** = 68,000 - 40,700 = 27,300 SF

Staffing

- **2024 Headcount** = 158
- **2044 Projected Headcount** = 210

Space Utilization

- Typical Sheriff-Coroner workplace planning ranges from **200–250 USF per seat**.
- Based on planning assumptions (without a detailed seat count), the current space supports **110–137 seats**.
- While some field staff can share workstations, overall capacity may limit future growth.

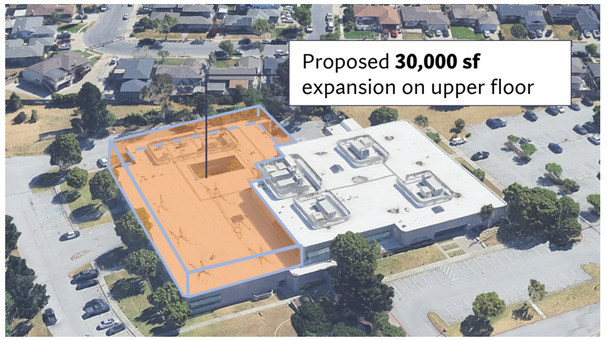
Identified Space Needs

The department has identified the following operational gaps:

- Expanded storage space (including refrigerated storage) for Sheriff and Coroner
- Designated lobby space for Coroner
- Private meeting spaces for client interactions
- Increased number of conference rooms
- Additional desks in open office
- Kitchen space
- Private exterior staff space

Facilities Master Plan (FMP) Option

- FMP identified an expansion opportunity on the upper floor of the building. If fully built out, the expansion is approx. 30,000 sf.
- At a high level, this could support 50 additional seats and up to 13,000 sf of specialty space to address the needs above.
- Specific space needs would be determined through programming and design work as part of a development project



Introduced: 8/7/2026
Version: 1

Current Status: Scheduled PM
Matter Type: Ordinance

a. Consider introducing, waiving first reading, and setting September 1, 2026 at 10:30 a.m. as the date and time to consider adoption of an ordinance to amend Monterey County Code Chapter 15.06 to authorize and regulate point-of-use (POU) and point-of-entry (POE) water treatment for new construction on either a vacant existing lot of record or an accessory dwelling unit (ADU) that would be served by either a domestic water system or a private well that would otherwise not meet primary drinking water standards (Board Referral No. 2024.10 (Church)); and
b. Proposed California Environmental Quality Act (CEQA) Action: Consider an Addendum to the 2010 Monterey County General Plan Environmental Impact Report for the proposed ordinance amending Chapter 15.06 of the Monterey County Code and consider finding that none of the circumstances requiring preparation of a subsequent or supplemental environmental impact report are present and that no subsequent or supplemental environmental impact report is required.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Consider an Addendum to the 2010 Monterey County General Plan Environmental Impact Report for the proposed ordinance amending Chapter 15.06 of the Monterey County Code and find that none of the circumstances requiring preparation of a subsequent or supplemental environmental impact report are present and that no subsequent or supplemental environmental impact report is required; and
b. Introduce, waive first reading, set September 1, 2026 at 10:30 a.m. as the date and time to consider adoption of an ordinance to amend Monterey County Code Chapter 15.06 to authorize and regulate point-of-use (POU) and point-of-entry (POE) water treatment for new construction on either a vacant existing lot of record or an accessory dwelling unit (ADU) that would be served by either a domestic water system or a private well that would otherwise not meet primary drinking water standards.

SUMMARY:
Board Referral No. 2024.10 requested that staff research and evaluate necessary steps to allow for point of use (POU) and point of entry (POE) water treatment devices to be used for vacant legal lots of record and accessory dwelling units (ADUs) where POU/POE treatment is already allowed for the existing connections.

Staff have completed draft amendments to Monterey County Code Chapter 15.06 that would include provisions for new development using POU/POE treatment on existing lots of record and ADUs. The County of Monterey Environmental Health Bureau (EHB) contracted with Rincon Consultants to assist

in preparing the requisite CEQA documents for the draft amendments.

DISCUSSION:

Background information:

On June 18, 2019, the Monterey County Board of Supervisors adopted Ordinance No. 5310 which amended Chapter 15.04 and added a new Chapter 15.06 to the Monterey County Code thus allowing property owners of undeveloped lots belonging to water system with 2-14 connections to use POU/POE water treatment for lot development. A legal challenge was brought against Ordinance No. 5310 On August 27, 2019, the Board of Supervisors adopted Ordinance 5316, which suspended the sections of Ordinance No. 5310 that allowed POU/POE treatment to be used for development on lots that are part of a 2-14 connection water system.

On November 28, 2023, the Board of Supervisors adopted Ordinance No. 5408 amending portions of Chapters 15.04 and adding Chapter 15.06 to the Monterey County Code to allow for POU/POE treatment to be utilized by systems with 2-14 connections, however Ordinance No. 5408 only applies to existing service connections, not new construction on legal lots of record or ADUs.

On August 23, 2024, County of Monterey Environmental Health Bureau (EHB) staff received Board Referral No. 2024.10, which directed staff to begin taking necessary steps to allow for POU/POE to be used for vacant legal lots of record and accessory dwelling units in systems with 2-14 connections where POU/POE would otherwise be allowed for the existing connections.

Current Action:

Staff prepared a draft ordinance that would amend Monterey County Code Chapter 15.06 to authorize and regulate point-of-use (POU) and point-of-entry (POE) water treatment for new construction on a vacant existing lot of record that would be served by either a domestic water system or a private well that would otherwise not meet primary drinking water standards. The amendment would require both that EHB approve the POU or POE device to be installed and that the applicant provide EHB with water test results following installation that verify the device's effectiveness. The amendment also would require the property owner to record a deed restriction regarding the installation of the POU or POE and the property owner/successor-in-interest's responsibilities to operate and maintain the system in accordance with the manufacturer's specifications. Finally, this ordinance would allow a POU or POE device to be used to meet water quality requirements for construction of an ADU that will be served by water system or a private well, provided that all dwelling units on the property also install a POU or POE device. If adopted, the ordinance would apply in the unincorporated area of the County of Monterey.

The County of Monterey Environmental Health Bureau hired a consultant, Rincon Consultants, to prepare an Initial Study to analyze the potential environmental impacts, if any, that might stem from adoption of this ordinance. Based on the findings of the Initial Study and applicable CEQA Guidelines (Title 14, Division 6, Chapter 3 of the California Code of Regulations), an Addendum to the 2010 Monterey County General Plan Environmental Impact Report ("2010 General Plan EIR") was prepared.

CEQA Guidelines section 15164 requires the County, the lead agency, to "prepare an addendum to a

previously certified EIR if some changes or additions are necessary but none of the conditions described in [Guidelines] Section 15162 calling for preparation of a subsequent EIR have occurred." Those conditions include 1) substantial changes as to the project or the circumstances under which the project is undertaken that would require "major revisions of the previous EIR" due to either new significant environmental effects or a substantial increase in the severity of previously-identified significant effects; and 2) the discovery of "new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete" showing new significant effects not analyzed by the previous EIR, increased severity of significant effects previously analyzed, or previously infeasible or new, considerably different mitigation measures or alternatives that would substantially reduce one or more significant project effects on the environment that the lead agency declines to adopt. None of these conditions exist. Consequently, and because the 2010 General Plan EIR included sufficient buildout assumptions to account for this project's effects, the CEQA Guidelines require the County to proceed by Addendum.

CEQA Guidelines section 15164(c) provides that an addendum "need not be circulated for public review." Nevertheless, in the interest of full public transparency, the County of Monterey Environmental Health Bureau publicly circulated the Addendum for public comment for 30 days. No public comments were received.

This work supports the County of Monterey Health Department 2025-2028 Strategic Plan Goals(s): 1. Build Community Power and Partners' Capacity to Increase Equity and Improve Health. It also supports the following of the ten essential public health services, specifically: 5. Develop policies and plans that support individual and community health efforts, and 6. Enforce law and regulations that protect health and ensure safety.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Office of County Counsel reviewed and approved the draft Ordinance as to form.

FINANCING:
There are no fiscal provisions; therefore, there is no impact to the General Fund with the acceptance of this staff update.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
By Amending Monterey County Code Chapter 15.06, POU/POE water treatment devices to be used for vacant legal lots of record and ADUs where POU/POE treatment is otherwise allowed for the existing connections, supports the need for more affordable housing by reducing the cost of treatment, the development of new options for water treatment to provide reliable and safe water for residents, and the goal to increase equity by allowing a more affordable option for safe drinking water.

Mark a check next to the related Board of Supervisors Strategic Plan Goals:

_x_ Well-Being and Quality of Life
_x_ Sustainable Infrastructure for the Present and Future
_x_ Safe and Resilient Communities

___ Diverse and Thriving Economy
___ Dynamic Organization and Employer of Choice

Prepared by: Charise Walters, Management Analyst III, 755-4708
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4621

Attachments:
Board Report
Draft ordinance (redline)
Draft ordinance (clean)
Draft Addendum to the 2010 Monterey County General Plan Environmental Impact Report
Board Referral No. #2024.10

Introduced: 8/7/2026
Version: 1

Current Status: Scheduled PM
Matter Type: Ordinance

a. Consider introducing, waiving first reading, and setting September 1, 2026 at 10:30 a.m. as the date and time to consider adoption of an ordinance to amend Monterey County Code Chapter 15.06 to authorize and regulate point-of-use (POU) and point-of-entry (POE) water treatment for new construction on either a vacant existing lot of record or an accessory dwelling unit (ADU) that would be served by either a domestic water system or a private well that would otherwise not meet primary drinking water standards (Board Referral No. 2024.10(Church)); and
b. Proposed California Environmental Quality Act (CEQA) Action: Consider an Addendum to the 2010 Monterey County General Plan Environmental Impact Report for the proposed ordinance amending Chapter 15.06 of the Monterey County Code and consider finding that none of the circumstances requiring preparation of a subsequent or supplemental environmental impact report are present and that no subsequent or supplemental environmental impact report is required.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Consider an Addendum to the 2010 Monterey County General Plan Environmental Impact Report for the proposed ordinance amending Chapter 15.06 of the Monterey County Code and find that none of the circumstances requiring preparation of a subsequent or supplemental environmental impact report are present and that no subsequent or supplemental environmental impact report is required; and
b. Introduce, waive first reading, set September 1, 2026 at 10:30 a.m. as the date and time to consider adoption of an ordinance to amend Monterey County Code Chapter 15.06 to authorize and regulate point-of-use (POU) and point-of-entry (POE) water treatment for new construction on either a vacant existing lot of record or an accessory dwelling unit (ADU) that would be served by either a domestic water system or a private well that would otherwise not meet primary drinking water standards.

SUMMARY:
Board Referral No. 2024.10 requested that staff research and evaluate necessary steps to allow for point of use (POU) and point of entry (POE) water treatment devices to be used for vacant legal lots of record and accessory dwelling units (ADUs) where POU/POE treatment is already allowed for the existing connections.

Staff have completed draft amendments to Monterey County Code Chapter 15.06 that would include provisions for new development using POU/POE treatment on existing lots of record and ADUs. The County of Monterey Environmental Health Bureau (EHB) contracted with Rincon Consultants to assist

in preparing the requisite CEQA documents for the draft amendments.

DISCUSSION:

Background information:

On June 18, 2019, the Monterey County Board of Supervisors adopted Ordinance No. 5310 which amended Chapter 15.04 and added a new Chapter 15.06 to the Monterey County Code thus allowing property owners of undeveloped lots belonging to water system with 2-14 connections to use POU/POE water treatment for lot development. A legal challenge was brought against Ordinance No. 5310 On August 27, 2019, the Board of Supervisors adopted Ordinance 5316, which suspended the sections of Ordinance No. 5310 that allowed POU/POE treatment to be used for development on lots that are part of a 2-14 connection water system.

On November 28, 2023, the Board of Supervisors adopted Ordinance No. 5408 amending portions of Chapters 15.04 and adding Chapter 15.06 to the Monterey County Code to allow for POU/POE treatment to be utilized by systems with 2-14 connections, however Ordinance No. 5408 only applies to existing service connections, not new construction on legal lots of record or ADUs.

On August 23, 2024, County of Monterey Environmental Health Bureau (EHB) staff received Board Referral No. 2024.10, which directed staff to begin taking necessary steps to allow for POU/POE to be used for vacant legal lots of record and accessory dwelling units in systems with 2-14 connections where POU/POE would otherwise be allowed for the existing connections.

Current Action:

Staff prepared a draft ordinance that would amend Monterey County Code Chapter 15.06 to authorize and regulate point-of-use (POU) and point-of-entry (POE) water treatment for new construction on a vacant existing lot of record that would be served by either a domestic water system or a private well that would otherwise not meet primary drinking water standards. The amendment would require both that EHB approve the POU or POE device to be installed and that the applicant provide EHB with water test results following installation that verify the device's effectiveness. The amendment also would require the property owner to record a deed restriction regarding the installation of the POU or POE and the property owner/successor-in-interest's responsibilities to operate and maintain the system in accordance with the manufacturer's specifications. Finally, this ordinance would allow a POU or POE device to be used to meet water quality requirements for construction of an ADU that will be served by water system or a private well, provided that all dwelling units on the property also install a POU or POE device. If adopted, the ordinance would apply in the unincorporated area of the County of Monterey.

The County of Monterey Environmental Health Bureau hired a consultant, Rincon Consultants, to prepare an Initial Study to analyze the potential environmental impacts, if any, that might stem from adoption of this ordinance. Based on the findings of the Initial Study and applicable CEQA Guidelines (Title 14, Division 6, Chapter 3 of the California Code of Regulations), an Addendum to the 2010 Monterey County General Plan Environmental Impact Report ("2010 General Plan EIR") was prepared.

CEQA Guidelines section 15164 requires the County, the lead agency, to "prepare an addendum to a

previously certified EIR if some changes or additions are necessary but none of the conditions described in [Guidelines] Section 15162 calling for preparation of a subsequent EIR have occurred." Those conditions include 1) substantial changes as to the project or the circumstances under which the project is undertaken that would require "major revisions of the previous EIR" due to either new significant environmental effects or a substantial increase in the severity of previously-identified significant effects; and 2) the discovery of "new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete" showing new significant effects not analyzed by the previous EIR, increased severity of significant effects previously analyzed, or previously infeasible or new, considerably different mitigation measures or alternatives that would substantially reduce one or more significant project effects on the environment that the lead agency declines to adopt. None of these conditions exist. Consequently, and because the 2010 General Plan EIR included sufficient buildout assumptions to account for this project's effects, the CEQA Guidelines require the County to proceed by Addendum.

CEQA Guidelines section 15164(c) provides that an addendum "need not be circulated for public review." Nevertheless, in the interest of full public transparency, the County of Monterey Environmental Health Bureau publicly circulated the Addendum for public comment for 30 days. No public comments were received.

This work supports the County of Monterey Health Department 2025-2028 Strategic Plan Goals(s): 1. Build Community Power and Partners' Capacity to Increase Equity and Improve Health. It also supports the following of the ten essential public health services, specifically: 5. Develop policies and plans that support individual and community health efforts, and 6. Enforce law and regulations that protect health and ensure safety.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Office of County Counsel reviewed and approved the draft Ordinance as to form.

FINANCING:
There are no fiscal provisions; therefore, there is no impact to the General Fund with the acceptance of this staff update.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
By Amending Monterey County Code Chapter 15.06, POU/POE water treatment devices to be used for vacant legal lots of record and ADUs where POU/POE treatment is otherwise allowed for the existing connections, supports the need for more affordable housing by reducing the cost of treatment, the development of new options for water treatment to provide reliable and safe water for residents, and the goal to increase equity by allowing a more affordable option for safe drinking water.

Mark a check next to the related Board of Supervisors Strategic Plan Goals:

_x_ Well-Being and Quality of Life
_x_ Sustainable Infrastructure for the Present and Future
_x_ Safe and Resilient Communities

___ Diverse and Thriving Economy
___ Dynamic Organization and Employer of Choice

Prepared by: Charise Walters, Management Analyst III, 755-4708
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4621

Attachments:
Board Report
Draft ordinance (redline)
Draft ordinance (clean)
Draft Addendum to the 2010 Monterey County General Plan Environmental Impact Report
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Introduced: 8/7/2026
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Matter Type: Ordinance

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RECOMMENDATION:
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a. Consider an Addendum to the 2010 Monterey County General Plan Environmental Impact Report for the proposed ordinance amending Chapter 15.06 of the Monterey County Code and find that none of the circumstances requiring preparation of a subsequent or supplemental environmental impact report are present and that no subsequent or supplemental environmental impact report is required; and
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SUMMARY:
Board Referral No. 2024.10 requested that staff research and evaluate necessary steps to allow for point of use (POU) and point of entry (POE) water treatment devices to be used for vacant legal lots of record and accessory dwelling units (ADUs) where POU/POE treatment is already allowed for the existing connections.

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in preparing the requisite CEQA documents for the draft amendments.

DISCUSSION:

Background information:

On June 18, 2019, the Monterey County Board of Supervisors adopted Ordinance No. 5310 which amended Chapter 15.04 and added a new Chapter 15.06 to the Monterey County Code thus allowing property owners of undeveloped lots belonging to water system with 2-14 connections to use POU/POE water treatment for lot development. A legal challenge was brought against Ordinance No. 5310 On August 27, 2019, the Board of Supervisors adopted Ordinance 5316, which suspended the sections of Ordinance No. 5310 that allowed POU/POE treatment to be used for development on lots that are part of a 2-14 connection water system.

On November 28, 2023, the Board of Supervisors adopted Ordinance No. 5408 amending portions of Chapters 15.04 and adding Chapter 15.06 to the Monterey County Code to allow for POU/POE treatment to be utilized by systems with 2-14 connections, however Ordinance No. 5408 only applies to existing service connections, not new construction on legal lots of record or ADUs.

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Current Action:

Staff prepared a draft ordinance that would amend Monterey County Code Chapter 15.06 to authorize and regulate point-of-use (POU) and point-of-entry (POE) water treatment for new construction on a vacant existing lot of record that would be served by either a domestic water system or a private well that would otherwise not meet primary drinking water standards. The amendment would require both that EHB approve the POU or POE device to be installed and that the applicant provide EHB with water test results following installation that verify the device's effectiveness. The amendment also would require the property owner to record a deed restriction regarding the installation of the POU or POE and the property owner/successor-in-interest's responsibilities to operate and maintain the system in accordance with the manufacturer's specifications. Finally, this ordinance would allow a POU or POE device to be used to meet water quality requirements for construction of an ADU that will be served by water system or a private well, provided that all dwelling units on the property also install a POU or POE device. If adopted, the ordinance would apply in the unincorporated area of the County of Monterey.

The County of Monterey Environmental Health Bureau hired a consultant, Rincon Consultants, to prepare an Initial Study to analyze the potential environmental impacts, if any, that might stem from adoption of this ordinance. Based on the findings of the Initial Study and applicable CEQA Guidelines (Title 14, Division 6, Chapter 3 of the California Code of Regulations), an Addendum to the 2010 Monterey County General Plan Environmental Impact Report ("2010 General Plan EIR") was prepared.

CEQA Guidelines section 15164 requires the County, the lead agency, to "prepare an addendum to a

previously certified EIR if some changes or additions are necessary but none of the conditions described in [Guidelines] Section 15162 calling for preparation of a subsequent EIR have occurred." Those conditions include 1) substantial changes as to the project or the circumstances under which the project is undertaken that would require "major revisions of the previous EIR" due to either new significant environmental effects or a substantial increase in the severity of previously-identified significant effects; and 2) the discovery of "new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete" showing new significant effects not analyzed by the previous EIR, increased severity of significant effects previously analyzed, or previously infeasible or new, considerably different mitigation measures or alternatives that would substantially reduce one or more significant project effects on the environment that the lead agency declines to adopt. None of these conditions exist. Consequently, and because the 2010 General Plan EIR included sufficient buildout assumptions to account for this project's effects, the CEQA Guidelines require the County to proceed by Addendum.

CEQA Guidelines section 15164(c) provides that an addendum "need not be circulated for public review." Nevertheless, in the interest of full public transparency, the County of Monterey Environmental Health Bureau publicly circulated the Addendum for public comment for 30 days. No public comments were received.

This work supports the County of Monterey Health Department 2025-2028 Strategic Plan Goals(s): 1. Build Community Power and Partners' Capacity to Increase Equity and Improve Health. It also supports the following of the ten essential public health services, specifically: 5. Develop policies and plans that support individual and community health efforts, and 6. Enforce law and regulations that protect health and ensure safety.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Office of County Counsel reviewed and approved the draft Ordinance as to form.

FINANCING:
There are no fiscal provisions; therefore, there is no impact to the General Fund with the acceptance of this staff update.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
By Amending Monterey County Code Chapter 15.06, POU/POE water treatment devices to be used for vacant legal lots of record and ADUs where POU/POE treatment is otherwise allowed for the existing connections, supports the need for more affordable housing by reducing the cost of treatment, the development of new options for water treatment to provide reliable and safe water for residents, and the goal to increase equity by allowing a more affordable option for safe drinking water.

Mark a check next to the related Board of Supervisors Strategic Plan Goals:

_x_ Well-Being and Quality of Life
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___ Diverse and Thriving Economy
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Prepared by: Charise Walters, Management Analyst III, 755-4708
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4621

Attachments:
Board Report
Draft ordinance (redline)
Draft ordinance (clean)
Draft Addendum to the 2010 Monterey County General Plan Environmental Impact Report
Board Referral No. #2024.10

ORDINANCE NO._____

AN ORDINANCE OF THE COUNTY OF MONTEREY, STATE OF CALIFORNIA AMENDING CHAPTER 15.06 OF THE MONTEREY COUNTY CODE RELATING TO POINT-OF-USE AND POINT-OF-ENTRY WATER TREATMENT SYSTEMS

County Counsel Summary

This ordinance amends Chapter 15.06 of the Monterey County Code to authorize and regulate point-of-use (POU) and point-of-entry (POE) water treatment for new construction on a vacant existing lot of record that will be served by either a domestic water system or a private well that would otherwise not meet primary drinking water standards. The amendment requires both that the County's Environmental Health Bureau (EHB) approve the POU or POE device to be installed and that the applicant provide EHB with water test results following installation that verify the device's effectiveness. The amendment also requires that the property owner record a deed restriction regarding the installation of the POU or POE. Finally, this ordinance allows a POU or POE device to be used to meet water quality requirements for construction of an accessory dwelling unit that will be served by water system or a private well, provided that all dwelling units on the property also install a POU or POE device. This ordinance applies in the unincorporated area of Monterey County.

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

SECTION 1. **FINDINGS AND DECLARATIONS**.

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

B. This ordinance is intended to provide a new treatment option to ensure that the water delivered to new homes supplied by domestic water systems or private wells can comply with applicable drinking water standards with the objective of providing pure, wholesome, and potable water at all times.

C. Centralized treatment systems treating contaminants of concern are expensive, and there is a lack of state funding for local small and state small water systems and limited state funding for privately owned public water systems.

D. The installation of point-of-use (POU) or point-of-entry (POE) water treatment devices is a viable affordable option for property owners that want to construct new homes in these impacted water systems while allowing water systems sufficient time to pursue a long-term solution for provision of safe potable water, including but not limited to centralized water treatment, a new private well, or consolidation with a compliant water system.

E. On June 18, 2019, the Board of Supervisors (the Board) adopted Ordinance No. 5310, which addressed POE and POU treatment. Ordinance No. 5310 amended sections of Chapter 15.04 of the Monterey County Code and added a new Chapter 15.06 to authorize and regulate POU and POE water treatment by local small, state small, and small public water systems that would otherwise not meet primary drinking water standards.

F. Ordinance No. 5310 also provided that if an individual property owner is seeking new construction on an existing legal lot with water that does not meet primary water quality standards, the owner may install POU or POE treatment to satisfy water quality standards necessary to obtain a construction permit for development.

G. On July 26, 2019, litigation was served on the County challenging the validity of Ordinance No. 5310 on a variety of grounds including purported incomplete California Environmental Quality Act (CEQA) compliance.

H. On August 27, 2019, the Board adopted Ordinance No. 5316, which suspended Sections 3 and 6 and a portion of Section 5 of Ordinance No. 5310 until December 11, 2019. The suspended sections pertained to POU or POE treatment by local small water systems, state small water systems, and individual existing lots of record on private wells ("Suspended Sections").

I. On December 10, 2019, the Board adopted Ordinance No. 5322, which extended the Suspended Sections until further action of the Board.

J. On November 28, 2023, the Board adopted Ordinance No. 5408, which allowed local and state small water systems to install POU or POE treatment on active service connections to comply with water quality standards.

K. The Board desires to adopt this ordinance to reinstate and amend the Suspended Sections of Ordinance No. 5310 regarding approval of new construction using POU or POE to meet primary drinking water standards on existing lots of record served by either a domestic water system or private well.

L. Pursuant to a settlement agreement stemming from the CEQA litigation, the County hired a consultant to prepare an Initial Study to analyze the environmental impacts, if any, from this ordinance. Based on the findings of the Initial Study and applicable CEQA Guidelines (Title 14, Division 6, Chapter 3 of the California Code of Regulations), the County finds that an Addendum to the 2010 Monterey County General Plan Environmental Impact Report ("2010 General Plan EIR") is appropriate. CEQA Guidelines section 15164 requires the County, the lead agency, to "prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in [Guidelines] Section 15162 calling for preparation of a subsequent EIR have occurred." Those conditions include: 1) substantial changes as to the project or the circumstances under which the project is undertaken that would require "major revisions of the previous EIR" due to either new significant environmental effects or a substantial increase in the severity of previously-identified significant effects; and 2) the discovery of "new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the

previous EIR was certified as complete" showing new significant effects not analyzed by the previous EIR, increased severity of significant effects previously analyzed, or previously infeasible or new, considerably different mitigation measures or alternatives that would substantially reduce one or more significant project effects on the environment that the lead agency declines to adopt. None of these conditions exists. Consequently, and because the 2010 General Plan EIR included sufficient buildout assumptions to account for this project's effects, the CEQA Guidelines require the County to proceed by Addendum.

M. CEQA Guidelines section 15164(c) provides that an addendum "need not be circulated for public review." Nevertheless, the County publicly circulated the Addendum for public comment and response prior to bringing the Addendum to the Board of Supervisors for adoption together with this ordinance. No public comments were received.

SECTION 2. Section 15.06.010 of the Monterey County Code is hereby amended to read as follows:

15.06.010 Findings and purpose.

A. The County of Monterey regulates local small water systems consisting of two to four service connections, and state small water systems consisting of five to fourteen (14) service connections. Many of these water systems are impacted by contaminants of concern such as nitrate, arsenic, fluoride or chromium VI.

B. The County recognizes that centralized treatment systems treating contaminants of concern are expensive, and there is a lack of state funding for state and local small water systems. The installation of point-of-use (POU) or point-of-entry (POE) water treatment devices is a viable affordable option for these impacted water systems while they pursue a long-term solution for provision of safe potable water such as but not limited to centralized water treatment, a new private well, or consolidation.

C. POE treatment ensures that all water entering a structure provides a higher level of protection to public health from ingestion and exposure to contaminants than POU treatment.

D. POU treatment provides treated water at a single tap for reducing contaminants in drinking water only at that tap to protect public health from ingestion and exposure to contaminants.

E. On October 9, 2015, State of California Assembly Bill No. 434 ("AB 434") took effect. AB 434 amended California Health and Safety Code sections 116380 and 116552, which pertain to POE and POU treatment by public water systems.

F. On January 22, 2019, the State Water Resources Control Board adopted regulations that allow the permitted use of POE and POU treatment by public water systems in lieu of centralized treatment by making modifications to Title 22 of the California Code of Regulations, beginning with section 64417. On February 7, 2019, the State Water Resources Control Board submitted the adopted regulations to the Office of Administrative Law for review and approval. On March 22, 2019, the state regulations were signed by the Secretary of State

and became effective. The state law applies to public water systems of 15 service connections or more and limits the use of POE and POU treatment to public water systems of fewer than 200 service connections and limits the period of use to three years or until funding for centralized treatment is available, whichever occurs first.

G. Monterey County Code Section 15.04.146(c) allows local small water systems (2 to 4 service connections) and state small water systems (5 to 14 service connections) to install POU or POE water treatment devices in conformance with the regulations of this Chapter. The purpose of this Chapter is to establish local County regulations, to govern the use of POE and POU treatment by local small water systems and state small water systems, similar to the recent changes in state law which govern larger public water systems.

H. By establishing regulations for POE and POU treatment, the County also recognizes that local small and state small water systems differ significantly in technical, managerial, and operational capacity in comparison to public water systems in that local small and state small water systems may find installation of centralized treatment financially, managerially, and operationally infeasible.

I. The County finds that bottled water use, although appropriate for disaster emergency response, is not a suitable alternative nor a permanent substitute for an environmentally sustainable, financially affordable, readily accessible and reliable source of drinking water for local small and state small water systems.

J. This Chapter is also intended to provide an option for water quality treatment for owners of existing lots of record who are seeking approval of new development but whose water from a private well or existing local small, state small, or small public water system does not meet drinking water standards required for issuance of a construction permit. This Chapter provides the option of POU or POE treatment to satisfy water quality requirements for permit issuance, provided applicants meet the standards of this Chapter.

K. The County recognizes that the County has a housing shortage. Allowing a POU or POE water treatment system may help facilitate new construction on existing lots of record upon which water quality would not otherwise meet drinking water standards.

~~J~~L. On December 4, 2018, the Board of Supervisors of the County of Monterey recognized the importance of the Human Right to Safe Drinking Water and passed Resolution No. 18-385 proclaiming that "every human being has the right to safe, clean, affordable and accessible water adequate for human consumption, cooking and sanitary purposes and that this right is extended to all residents of Monterey County including disadvantaged individuals and groups and communities in rural and urban areas".

M. The County recognizes that future land uses may include Accessory Dwelling Units (ADUs) that are served by an impacted water system. The occupants of ADUs, which may include tenants who do not control the water supply, have a human right to safe drinking water. Consequently, this chapter requires new ADUs and existing main dwellings to either satisfy primary drinking water standards or to install a POU or POE treatment system meeting established criteria prior to approval for occupancy.

SECTION 3. 15.06.020 of the Monterey County Code is hereby amended to read as follows:

15.06.020 Definitions.

Words used in the present tense include the future as well as the present. Words used in the masculine gender include the feminine and neuter. The singular includes the plural and the plural the singular.

As used in this Chapter, unless otherwise apparent from the context:

A. "Accessory dwelling unit" has the same meaning as "dwelling unit, accessory" set forth in Monterey County Code section 21.06.372, as may be amended from time to time.

B. "Active service connection" means a service connection, as defined in Subsection (S) of this Section, that serves an already existing habitable structure.

C. "Centralized treatment" means a single treatment plant or device that treats all of the water supplied by a water system for human consumption.

D. "Consumer" means a customer or person served by the water system.

E. "Contaminant" means any physical, chemical, biological, or radiological substance or matter in water.

F. "Department" means the Monterey County Health Department.

G. "Director" means the Director or authorized representative of the Monterey County Health Department, designated to carry out the drinking water program.

H. "Domestic water system" means any water system including a local small water system, state small water system, or small public water system.

I. "Dwelling unit" has the same meaning as set forth in Monterey County Code section 21.06.370, as may be amended from time to time.

J. "Human consumption" means the use of water for drinking, bathing or showering, hand washing, food preparation, cooking, or oral hygiene.

K. "Impacted water system" means a domestic water system that does not meet primary water quality standards per Chapter 15 of Title 22 of the California Code of Regulations, as may be amended from time to time, as such standards are incorporated into Chapter 15.04.110 of the Monterey County Code.

L. "Laboratory" for the purposes of this Chapter means a laboratory that is accredited by the California Environmental Laboratory Accreditation Program.

M. "Local small water system" means a system for the provision of piped water for human consumption that serves at least two (2), but not more than four (4), service connections. It includes any collection, treatment, storage, and distribution facilities under control of the operator of such system which are used primarily in connection with such system, and any collection or pretreatment storage facilities not under the control of the operator which are used primarily in connection with such system. "Local small water system" does not include two (2) or more service connections on a single lot of record where none of the dwellings are leased, rented or offered for remuneration.

N. "Maximum contaminant level" or "MCL" means the maximum permissible level of a contaminant in water.

O. "Person" includes an individual, firm, association, partnership, corporation, and public entity.

P. "Point-of-entry" or "POE" means a treatment device applied to the drinking water entering a house or building for the purpose of reducing contaminants in the drinking water distributed throughout the house or building. Notwithstanding the foregoing, where all the water supplied by a water system for human consumption is treated by the water system via a single device or facility, regardless of location of the device or facility, the water system shall be considered to have centralized treatment.

Q. "Point-of-use" or "POU" means a treatment device applied to a single tap for the purpose of reducing contaminants in drinking water at that tap.

R. "Primary water quality standards" means drinking water standards per Chapter 15 of Title 22 of the California Code of Regulations, as may be amended from time to time, as such standards are incorporated by reference into section 15.04.110 of the Monterey County Code.

S "Private well" means a source that both serves a single lot of record and does not meet the definition of a domestic water system. Private wells also include other sources such as a spring or creek.

~~S~~T. "Service connection", consistent with Section 21.06.1010, of the Monterey County Code, means a connection to any habitable structure, except a guesthouse, or parcel which uses potable water from a water system for domestic and not agricultural purposes.

In addition, pursuant to California Health and Safety Code Section 116275(s), "service connection" means the point of connection between the customer's piping or constructed conveyance, and the water system's meter, service pipe, or constructed conveyance. A connection to a system that delivers water by a constructed conveyance other than a pipe shall not be considered a connection in determining if the system is a public water system if any of the following apply:

1. The water is used exclusively for purposes other than residential uses, consisting of drinking, bathing, and cooking or other similar uses.

2. The Health Officer determines that the alternative water to achieve the equivalent level of public health protection provided by the applicable primary drinking water regulation is provided for residential or similar uses for drinking and cooking.

3. The Health Officer determines that the water provided for residential or similar uses for drinking, cooking, and bathing is centrally treated or treated at the point of entry by the provider, a pass-through entity, or the user to achieve the equivalent level of protection provided by the applicable primary drinking water regulations.

~~T~~U. "State small water system" means a system for the provision of piped water to the public for human consumption that serves at least five (5), but not more than fourteen (14), service connections and does not regularly serve drinking water to more than an average of twenty-five (25) individuals daily for more than sixty (60) days out of the year. It includes any collection, treatment, storage, and distribution facilities under control of the operator of such system which are used primarily in connection with such system, and any collection or pretreatment storage facilities not under the control of the operator which are used primarily in connection with such system.

SECTION 4. Section 15.06.030 of the Monterey County Code is hereby amended to read as follows:

15.06.030 Applicability.

This Chapter applies to new and existing local small and state small water systems-, individual property owners whose property is part of an impacted water system, and individual property owners with a private well that do not meet primary water quality standards in the unincorporated area of the County of Monterey. ~~This Chapter only applies to active service connections~~.

SECTION 5. Section 15.06.040 of the Monterey County Code is hereby amended to read as follows:

15.06.040 POU or POE Treatment Implementation Options.

A. A local small or state small water system (2-4 connections and 5-14 connections respectively) may be permitted to use effective POU or POE treatment devices. Water systems who choose this alternative will be deemed as a "*Compliant Water System Utilizing Treatment*" if 100% of the service connections have installed a POU or POE treatment device in accordance with this Chapter and the water system meets the requirements of Section 15.06.110 of this Chapter.

B. An applicant seeking a construction permit for a new dwelling unit on a legal lot of record that will be served by either an impacted water system that is unable to meet the requirements of a compliant water system or a private well that does not meet primary water quality standards may choose to install an effective POU or POE treatment device per Section 15.06.055.

C. An applicant seeking a construction permit for an additional new or converted dwelling unit such as an accessory dwelling unit, that is served by either an impacted water system or a private well that does not meet primary water quality standards may choose to install an effective POU or POE treatment per Section 15.06.055.

~~B~~D. For local small water systems, ~~and~~ state small water systems, and individuals served by an impacted water system or private wells, POU treatment is not allowed for treatment of microbial contaminants, volatile organic chemicals, organic chemicals that pose an inhalation risk, or radon.

~~C~~E. POU treatment or POE treatment is not authorized as the means to establish proof of water quality for applications for new subdivisions. Discretionary approval for new subdivisions shall not be conditioned to use POU treatment or POE treatment for water systems as the means by which the lots to be created by the subdivision would meet primary water quality standards.

SECTION 6. Section 15.06.055 of the Monterey County Code is hereby added to read as follows:

15.06.055 POU and POE Requirements for New Dwelling Units.

A. An applicant seeking a construction permit for a new dwelling unit on a vacant lot or an additional new or converted dwelling unit, such as an accessory dwelling unit, that will be served by either an existing impacted water system or private well that does not meet primary water quality standards may install a POU or POE treatment to satisfy water quality requirements if all of the following are met:

1. The applicant shall submit plans to the Director for review and acceptance of a private POU or POE treatment device that will produce water that meets primary water quality standards. The approved POU or POE treatment device shall be installed on each new and existing dwelling unit on the property.

2. The POU or POE treatment device shall either be selected from the California State Water Resources Control Board list of approved devices for the specific contaminant impacting the water source or shall be independently certified in accordance with the applicable American National Standard Institute standards for the respective POU or POE device type used.

3. The applicant shall provide the Director with copies of the subject property's legal description and most current grant deed. The Director shall prepare a deed restriction form to be signed and recorded by the property owner. The deed restriction is intended to notify current and future owners of the property that i) a POU or POE water treatment system has been installed on the property; ii) the water treatment system is necessary to meet primary water quality standards; and iii) the property owner is responsible for both operating and maintaining the water treatment system in accordance with the manufacturer's specifications.

4. Prior to final inspection of a construction permit, the applicant shall submit water quality analysis results of a treated water sample to demonstrate that the installed POU or POE treatment system produces water that meets primary water quality standards.

5. Prior to County final issuance of a certificate of occupancy, the applicant shall provide documentation to the Department demonstrating that the deed restriction has been signed by all applicable parties and recorded in the Office of the Recorder of the County of Monterey.

B. If a new dwelling unit would be served by a private well that does not meet primary water quality standards and will require creation of a new local or state small water system, the water system will be required to comply with Section 15.06.110 in order to be an approved source for the construction permit for a new dwelling unit.

C. Prior to the County's final issuance of a certificate of occupancy for a new dwelling unit that will be served by an existing water system for which the County has approved the use of either POU or POE treatment, an applicant shall install a treatment device that conforms with the water system's already approved POU/POE treatment strategy.

SECTION 8. **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 9. **EFFECTIVE DATE**. This ordinance shall take effect on the thirtieth day following its adoption.

PASSED AND ADOPTED on this ___ day of _____, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Wendy Root-Askew, 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 BY:

Kelly L. Donlon
Chief Assistant County Counsel

ORDINANCE NO._____

AN ORDINANCE OF THE COUNTY OF MONTEREY, STATE OF CALIFORNIA AMENDING CHAPTER 15.06 OF THE MONTEREY COUNTY CODE RELATING TO POINT-OF-USE AND POINT-OF-ENTRY WATER TREATMENT SYSTEMS

County Counsel Summary

This ordinance amends Chapter 15.06 of the Monterey County Code to authorize and regulate point-of-use (POU) and point-of-entry (POE) water treatment for new construction on a vacant existing lot of record that will be served by either a domestic water system or a private well that would otherwise not meet primary drinking water standards. The amendment requires both that the County's Environmental Health Bureau (EHB) approve the POU or POE device to be installed and that the applicant provide EHB with water test results following installation that verify the device's effectiveness. The amendment also requires that the property owner record a deed restriction regarding the installation of the POU or POE. Finally, this ordinance allows a POU or POE device to be used to meet water quality requirements for construction of an accessory dwelling unit that will be served by water system or a private well, provided that all dwelling units on the property also install a POU or POE device. This ordinance applies in the unincorporated area of Monterey County.

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

SECTION 1. **FINDINGS AND DECLARATIONS**.

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

B. This ordinance is intended to provide a new treatment option to ensure that the water delivered to new homes supplied by domestic water systems or private wells can comply with applicable drinking water standards with the objective of providing pure, wholesome, and potable water at all times.

C. Centralized treatment systems treating contaminants of concern are expensive, and there is a lack of state funding for local small and state small water systems and limited state funding for privately owned public water systems.

D. The installation of point-of-use (POU) or point-of-entry (POE) water treatment devices is a viable affordable option for property owners that want to construct new homes in these impacted water systems while allowing water systems sufficient time to pursue a long-term solution for provision of safe potable water, including but not limited to centralized water treatment, a new private well, or consolidation with a compliant water system.

E. On June 18, 2019, the Board of Supervisors (the Board) adopted Ordinance No. 5310, which addressed POE and POU treatment. Ordinance No. 5310 amended sections of Chapter 15.04 of the Monterey County Code and added a new Chapter 15.06 to authorize and regulate POU and POE water treatment by local small, state small, and small public water systems that would otherwise not meet primary drinking water standards.

F. Ordinance No. 5310 also provided that if an individual property owner is seeking new construction on an existing legal lot with water that does not meet primary water quality standards, the owner may install POU or POE treatment to satisfy water quality standards necessary to obtain a construction permit for development.

G. On July 26, 2019, litigation was served on the County challenging the validity of Ordinance No. 5310 on a variety of grounds including purported incomplete California Environmental Quality Act (CEQA) compliance.

H. On August 27, 2019, the Board adopted Ordinance No. 5316, which suspended Sections 3 and 6 and a portion of Section 5 of Ordinance No. 5310 until December 11, 2019. The suspended sections pertained to POU or POE treatment by local small water systems, state small water systems, and individual existing lots of record on private wells ("Suspended Sections").

I. On December 10, 2019, the Board adopted Ordinance No. 5322, which extended the Suspended Sections until further action of the Board.

J. On November 28, 2023, the Board adopted Ordinance No. 5408, which allowed local and state small water systems to install POU or POE treatment on active service connections to comply with water quality standards.

K. The Board desires to adopt this ordinance to reinstate and amend the Suspended Sections of Ordinance No. 5310 regarding approval of new construction using POU or POE to meet primary drinking water standards on existing lots of record served by either a domestic water system or private well.

L. Pursuant to a settlement agreement stemming from the CEQA litigation, the County hired a consultant to prepare an Initial Study to analyze the environmental impacts, if any, from this ordinance. Based on the findings of the Initial Study and applicable CEQA Guidelines (Title 14, Division 6, Chapter 3 of the California Code of Regulations), the County finds that an Addendum to the 2010 Monterey County General Plan Environmental Impact Report ("2010 General Plan EIR") is appropriate. CEQA Guidelines section 15164 requires the County, the lead agency, to "prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in [Guidelines] Section 15162 calling for preparation of a subsequent EIR have occurred." Those conditions include: 1) substantial changes as to the project or the circumstances under which the project is undertaken that would require "major revisions of the previous EIR" due to either new significant environmental effects or a substantial increase in the severity of previously-identified significant effects; and 2) the discovery of "new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the

previous EIR was certified as complete" showing new significant effects not analyzed by the previous EIR, increased severity of significant effects previously analyzed, or previously infeasible or new, considerably different mitigation measures or alternatives that would substantially reduce one or more significant project effects on the environment that the lead agency declines to adopt. None of these conditions exists. Consequently, and because the 2010 General Plan EIR included sufficient buildout assumptions to account for this project's effects, the CEQA Guidelines require the County to proceed by Addendum.

M. CEQA Guidelines section 15164(c) provides that an addendum "need not be circulated for public review." Nevertheless, the County publicly circulated the Addendum for public comment and response prior to bringing the Addendum to the Board of Supervisors for adoption together with this ordinance. No public comments were received.

SECTION 2. Section 15.06.010 of the Monterey County Code is hereby amended to read as follows:

15.06.010 Findings and purpose.

A. The County of Monterey regulates local small water systems consisting of two to four service connections, and state small water systems consisting of five to fourteen (14) service connections. Many of these water systems are impacted by contaminants of concern such as nitrate, arsenic, fluoride or chromium VI.

B. The County recognizes that centralized treatment systems treating contaminants of concern are expensive, and there is a lack of state funding for state and local small water systems. The installation of point-of-use (POU) or point-of-entry (POE) water treatment devices is a viable affordable option for these impacted water systems while they pursue a long-term solution for provision of safe potable water such as but not limited to centralized water treatment, a new private well, or consolidation.

C. POE treatment ensures that all water entering a structure provides a higher level of protection to public health from ingestion and exposure to contaminants than POU treatment.

D. POU treatment provides treated water at a single tap for reducing contaminants in drinking water only at that tap to protect public health from ingestion and exposure to contaminants.

E. On October 9, 2015, State of California Assembly Bill No. 434 ("AB 434") took effect. AB 434 amended California Health and Safety Code sections 116380 and 116552, which pertain to POE and POU treatment by public water systems.

F. On January 22, 2019, the State Water Resources Control Board adopted regulations that allow the permitted use of POE and POU treatment by public water systems in lieu of centralized treatment by making modifications to Title 22 of the California Code of Regulations, beginning with section 64417. On February 7, 2019, the State Water Resources Control Board submitted the adopted regulations to the Office of Administrative Law for review and approval. On March 22, 2019, the state regulations were signed by the Secretary of State

and became effective. The state law applies to public water systems of 15 service connections or more and limits the use of POE and POU treatment to public water systems of fewer than 200 service connections and limits the period of use to three years or until funding for centralized treatment is available, whichever occurs first.

G. Monterey County Code Section 15.04.146(c) allows local small water systems (2 to 4 service connections) and state small water systems (5 to 14 service connections) to install POU or POE water treatment devices in conformance with the regulations of this Chapter. The purpose of this Chapter is to establish local County regulations, to govern the use of POE and POU treatment by local small water systems and state small water systems, similar to the recent changes in state law which govern larger public water systems.

H. By establishing regulations for POE and POU treatment, the County also recognizes that local small and state small water systems differ significantly in technical, managerial, and operational capacity in comparison to public water systems in that local small and state small water systems may find installation of centralized treatment financially, managerially, and operationally infeasible.

I. The County finds that bottled water use, although appropriate for disaster emergency response, is not a suitable alternative nor a permanent substitute for an environmentally sustainable, financially affordable, readily accessible and reliable source of drinking water for local small and state small water systems.

J. This Chapter is also intended to provide an option for water quality treatment for owners of existing lots of record who are seeking approval of new development but whose water from a private well or existing local small, state small, or small public water system does not meet drinking water standards required for issuance of a construction permit. This Chapter provides the option of POU or POE treatment to satisfy water quality requirements for permit issuance, provided applicants meet the standards of this Chapter.

K. The County recognizes that the County has a housing shortage. Allowing a POU or POE water treatment system may help facilitate new construction on existing lots of record upon which water quality would not otherwise meet drinking water standards.

L. On December 4, 2018, the Board of Supervisors of the County of Monterey recognized the importance of the Human Right to Safe Drinking Water and passed Resolution No. 18-385 proclaiming that “every human being has the right to safe, clean, affordable and accessible water adequate for human consumption, cooking and sanitary purposes and that this right is extended to all residents of Monterey County including disadvantaged individuals and groups and communities in rural and urban areas”.

M. The County recognizes that future land uses may include Accessory Dwelling Units (ADUs) that are served by an impacted water system. The occupants of ADUs, which may include tenants who do not control the water supply, have a human right to safe drinking water. Consequently, this chapter requires new ADUs and existing main dwellings to either satisfy primary drinking water standards or to install a POU or POE treatment system meeting established criteria prior to approval for occupancy.

SECTION 3. 15.06.020 of the Monterey County Code is hereby amended to read as follows:

15.06.020 Definitions.

Words used in the present tense include the future as well as the present. Words used in the masculine gender include the feminine and neuter. The singular includes the plural and the plural the singular.

As used in this Chapter, unless otherwise apparent from the context:

A. "Accessory dwelling unit" has the same meaning as "dwelling unit, accessory" set forth in Monterey County Code section 21.06.372, as may be amended from time to time.

B. "Active service connection" means a service connection, as defined in Subsection (S) of this Section, that serves an already existing habitable structure.

C. "Centralized treatment" means a single treatment plant or device that treats all of the water supplied by a water system for human consumption.

D. "Consumer" means a customer or person served by the water system.

E. "Contaminant" means any physical, chemical, biological, or radiological substance or matter in water.

F. "Department" means the Monterey County Health Department.

G. "Director" means the Director or authorized representative of the Monterey County Health Department, designated to carry out the drinking water program.

H. "Domestic water system" means any water system including a local small water system, state small water system, or small public water system.

I. "Dwelling unit" has the same meaning as set forth in Monterey County Code section 21.06.370, as may be amended from time to time.

J. "Human consumption" means the use of water for drinking, bathing or showering, hand washing, food preparation, cooking, or oral hygiene.

K. "Impacted water system" means a domestic water system that does not meet primary water quality standards per Chapter 15 of Title 22 of the California Code of Regulations, as may be amended from time to time, as such standards are incorporated into Chapter 15.04.110 of the Monterey County Code.

L. "Laboratory" for the purposes of this Chapter means a laboratory that is accredited by the California Environmental Laboratory Accreditation Program.

M. “Local small water system” means a system for the provision of piped water for human consumption that serves at least two (2), but not more than four (4), service connections. It includes any collection, treatment, storage, and distribution facilities under control of the operator of such system which are used primarily in connection with such system, and any collection or pretreatment storage facilities not under the control of the operator which are used primarily in connection with such system. “Local small water system” does not include two (2) or more service connections on a single lot of record where none of the dwellings are leased, rented or offered for remuneration.

N. “Maximum contaminant level” or “MCL” means the maximum permissible level of a contaminant in water.

O. “Person” includes an individual, firm, association, partnership, corporation, and public entity.

P. “Point-of-entry” or “POE” means a treatment device applied to the drinking water entering a house or building for the purpose of reducing contaminants in the drinking water distributed throughout the house or building. Notwithstanding the foregoing, where all the water supplied by a water system for human consumption is treated by the water system via a single device or facility, regardless of location of the device or facility, the water system shall be considered to have centralized treatment.

Q. “Point-of-use” or “POU” means a treatment device applied to a single tap for the purpose of reducing contaminants in drinking water at that tap.

R. “Primary water quality standards” means drinking water standards per Chapter 15 of Title 22 of the California Code of Regulations, as may be amended from time to time, as such standards are incorporated by reference into section 15.04.110 of the Monterey County Code.

S “Private well” means a source that both serves a single lot of record and does not meet the definition of a domestic water system. Private wells also include other sources such as a spring or creek.

T. “Service connection”, consistent with Section 21.06.1010, of the Monterey County Code, means a connection to any habitable structure, except a guesthouse, or parcel which uses potable water from a water system for domestic and not agricultural purposes.

In addition, pursuant to California Health and Safety Code Section 116275(s), “service connection” means the point of connection between the customer's piping or constructed conveyance, and the water system's meter, service pipe, or constructed conveyance. A connection to a system that delivers water by a constructed conveyance other than a pipe shall not be considered a connection in determining if the system is a public water system if any of the following apply:

1. The water is used exclusively for purposes other than residential uses, consisting of drinking, bathing, and cooking or other similar uses.

2. The Health Officer determines that the alternative water to achieve the equivalent level of public health protection provided by the applicable primary drinking water regulation is provided for residential or similar uses for drinking and cooking.

3. The Health Officer determines that the water provided for residential or similar uses for drinking, cooking, and bathing is centrally treated or treated at the point of entry by the provider, a pass-through entity, or the user to achieve the equivalent level of protection provided by the applicable primary drinking water regulations.

U. "State small water system" means a system for the provision of piped water to the public for human consumption that serves at least five (5), but not more than fourteen (14), service connections and does not regularly serve drinking water to more than an average of twenty-five (25) individuals daily for more than sixty (60) days out of the year. It includes any collection, treatment, storage, and distribution facilities under control of the operator of such system which are used primarily in connection with such system, and any collection or pretreatment storage facilities not under the control of the operator which are used primarily in connection with such system.

SECTION 4. Section 15.06.030 of the Monterey County Code is hereby amended to read as follows:

15.06.030 Applicability.

This Chapter applies to new and existing local small and state small water systems, individual property owners whose property is part of an impacted water system, and individual property owners with a private well that do not meet primary water quality standards in the unincorporated area of the County of Monterey.

SECTION 5. Section 15.06.040 of the Monterey County Code is hereby amended to read as follows:

15.06.040 POU or POE Treatment Implementation Options.

A. A local small or state small water system (2-4 connections and 5-14 connections respectively) may be permitted to use effective POU or POE treatment devices. Water systems who choose this alternative will be deemed as a "*Compliant Water System Utilizing Treatment*" if 100% of the service connections have installed a POU or POE treatment device in accordance with this Chapter and the water system meets the requirements of Section 15.06.110 of this Chapter.

B. An applicant seeking a construction permit for a new dwelling unit on a legal lot of record that will be served by either an impacted water system that is unable to meet the requirements of a compliant water system or a private well that does not meet primary water quality standards may choose to install an effective POU or POE treatment device per Section 15.06.055.

C. An applicant seeking a construction permit for an additional new or converted dwelling unit such as an accessory dwelling unit, that is served by either an impacted water system or a private well that does not meet primary water quality standards may choose to install an effective POU or POE treatment per Section 15.06.055.

D. For local small water systems, state small water systems, and individuals served by an impacted water system or private wells, POU treatment is not allowed for treatment of microbial contaminants, volatile organic chemicals, organic chemicals that pose an inhalation risk, or radon.

E. POU treatment or POE treatment is not authorized as the means to establish proof of water quality for applications for new subdivisions. Discretionary approval for new subdivisions shall not be conditioned to use POU treatment or POE treatment for water systems as the means by which the lots to be created by the subdivision would meet primary water quality standards.

SECTION 6. Section 15.06.055 of the Monterey County Code is hereby added to read as follows:

15.06.055 POU and POE Requirements for New Dwelling Units.

A. An applicant seeking a construction permit for a new dwelling unit on a vacant lot or an additional new or converted dwelling unit, such as an accessory dwelling unit, that will be served by either an existing impacted water system or private well that does not meet primary water quality standards may install a POU or POE treatment to satisfy water quality requirements if all of the following are met:

1. The applicant shall submit plans to the Director for review and acceptance of a private POU or POE treatment device that will produce water that meets primary water quality standards. The approved POU or POE treatment device shall be installed on each new and existing dwelling unit on the property.

2. The POU or POE treatment device shall either be selected from the California State Water Resources Control Board list of approved devices for the specific contaminant impacting the water source or shall be independently certified in accordance with the applicable American National Standard Institute standards for the respective POU or POE device type used.

3. The applicant shall provide the Director with copies of the subject property's legal description and most current grant deed. The Director shall prepare a deed restriction form to be signed and recorded by the property owner. The deed restriction is intended to notify current and future owners of the property that i) a POU or POE water treatment system has been installed on the property; ii) the water treatment system is necessary to meet primary water quality standards; and iii) the property owner is responsible for both operating and maintaining the water treatment system in accordance with the manufacturer's specifications.

4. Prior to final inspection of a construction permit, the applicant shall submit water quality analysis results of a treated water sample to demonstrate that the installed POU or POE treatment system produces water that meets primary water quality standards.

5. Prior to County final issuance of a certificate of occupancy, the applicant shall provide documentation to the Department demonstrating that the deed restriction has been signed by all applicable parties and recorded in the Office of the Recorder of the County of Monterey.

B. If a new dwelling unit would be served by a private well that does not meet primary water quality standards and will require creation of a new local or state small water system, the water system will be required to comply with Section 15.06.110 in order to be an approved source for the construction permit for a new dwelling unit.

C. Prior to the County's final issuance of a certificate of occupancy for a new dwelling unit that will be served by an existing water system for which the County has approved the use of either POU or POE treatment, an applicant shall install a treatment device that conforms with the water system's already approved POU/POE treatment strategy.

SECTION 7. **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 8. **EFFECTIVE DATE**. This ordinance shall take effect on the thirtieth day following its adoption.

PASSED AND ADOPTED on this ___ day of _____, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Wendy Root-Askew, 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 BY:

Kelly L. Donlon
Chief Assistant County Counsel

Point of Use/Point of Entry Ordinance Amendments

Draft Addendum to the 2010 Monterey County General Plan Environmental Impact Report

State Clearinghouse No. 2007121001

prepared by

County of Monterey
Environmental Health Bureau
1270 Natividad Road
Salinas, California 93906
Contact: Ric Encarnacion, MPH, REHS

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May 2026

RINCON CONSULTANTS

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Appendices

Appendix A Proposed Amendments to the Point of Use/Point of Entry Ordinance
Appendix B Initial Study for the Point of Use/Point of Entry Ordinance Amendments

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Introduction

This section provides an overview of the Point of Use/Point of Entry (POU/POE) Ordinance Amendments and the 2010 General Plan Environmental Impact Report (EIR) to provide context for this Addendum.

1. Basis for an Addendum

This document is an Addendum to the *2010 Monterey County General Plan Environmental Impact Report* (2010 General Plan EIR; SCH# 2007121001) for the adoption and implementation of the revised and reinstated POU/POE Ordinance (referred to herein as the "Ordinance" or "project"). Refer to the *Project Description* for a detailed discussion of the Ordinance.

In accordance with Section 15164 of the California Environmental Quality Act (CEQA) Guidelines, codified in Sections 15000 et seq. of Title 14 of the California Code of Regulations, the lead agency shall prepare an Addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15612 calling for preparation of a subsequent EIR have occurred. Under Section 15162 (a), where an EIR has been certified for a project, no subsequent EIR shall be prepared for the project unless the lead agency determines, on the basis of substantial evidence in light of the whole record, that there are substantial changes in the project or circumstances or substantially important new information that will cause the project to have significant new impacts or substantially increase previously identified significant impacts.

Specifically, the CEQA Guidelines state:

- The lead agency or responsible agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred (Section 15164(a))
- An addendum need not be circulated for public review but can be included in or attached to the final EIR or adopted negative declaration (Section 15164(c))
- The decision-making body shall consider the addendum with the final EIR or adopted negative declaration prior to deciding on the project (Section 15164(d))
- A brief explanation of the decision not to prepare a subsequent EIR pursuant to Section 15162 should be included in an addendum to an EIR, the lead agency's findings on the project, or elsewhere in the record. The explanation must be supported by substantial evidence (Section 15164(e))

According to Section 15164 of the CEQA Guidelines, an addendum to a previously certified EIR is the appropriate environmental document when "some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of subsequent EIR have occurred." This Addendum has been prepared in accordance with relevant provisions of CEQA (California Public Resources Code Section 21000, *et seq.*) and the CEQA Guidelines, and is intended to be read together with, and as a part of, Monterey County's 2010 General Plan EIR.

The 2010 General Plan EIR is the primary environmental document for the proposed project. Although the adopted 2010 General Plan applies only in the inland unincorporated area of the County, the 2010 General Plan EIR assessed impacts related to planned buildout of Monterey County, including both inland and coastal zone areas, through the year 2030. Therefore, the scope and impact determinations of the 2010 General Plan EIR provide an appropriate and sufficient environmental baseline for evaluation of the reinstated Ordinance.

This Addendum describes the specific details of the POU/POE Ordinance Amendments and evaluates whether its reinstatement would result in new or more severe environmental impacts beyond those already analyzed and disclosed in the 2010 General Plan EIR. The analysis herein demonstrates that

implementation of the Ordinance would not result in any new significant impacts, nor does it substantially increase the severity of previously identified impacts. Accordingly, this Addendum supplements and incorporates the 2010 General Plan EIR by reference, and demonstrates the County need not prepare a subsequent or supplemental EIR pursuant to CEQA Guidelines Sections 15162 or 15163.

Project Description

This section describes the project location, project description, and the 2010 General Plan EIR project description.

1. Project Title

Point of Use/Point of Entry Ordinance Amendments

2. Lead Agency Name and Address

County of Monterey Environmental Health Bureau
1270 Natividad Road
Salinas, California 93906

3. Contact Person and Phone Number

Ric Encarnacion MPH, REHS
Bureau Chief, Director of Environmental Health
(831) 755-4505

4. Project Location

The project consists of the implementation of an amended ordinance that would apply to properties on private wells and to lots in all local small, State small, and public water systems in the unincorporated area of Monterey County. Figure 1 shows the locations of these water systems and the planning areas of Monterey County. Figure 2 shows water systems with “Subject Lots,” where some development facilitated by the project is anticipated to occur.

5. General Plan Designation

The amended ordinance would apply to properties on private wells and to lots in all local small, State small, and public water systems in the unincorporated area of Monterey County, which have varying land use designations. The general plan land use designations of water systems where some development is anticipated to occur as a result of the project are shown in Table 2.

6. Zoning

The amended ordinance would apply to all local small, State small, and public water systems in unincorporated Monterey County, which have varying zoning districts. The zoning districts of water systems where development is anticipated to occur as a result of the project are shown in Table 2.

Figure 1 Local Small, State Small, and Public Water Systems in Monterey County

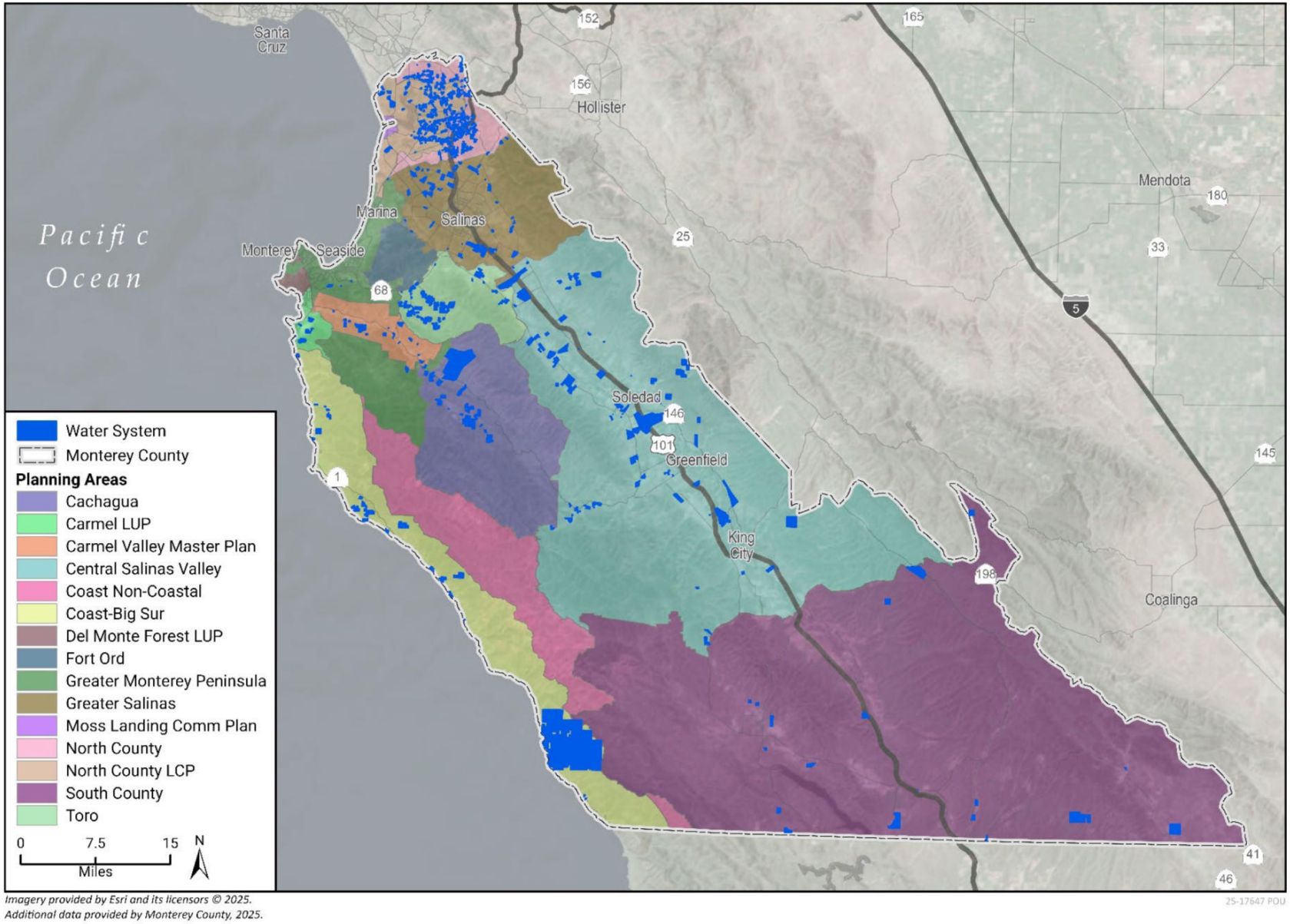
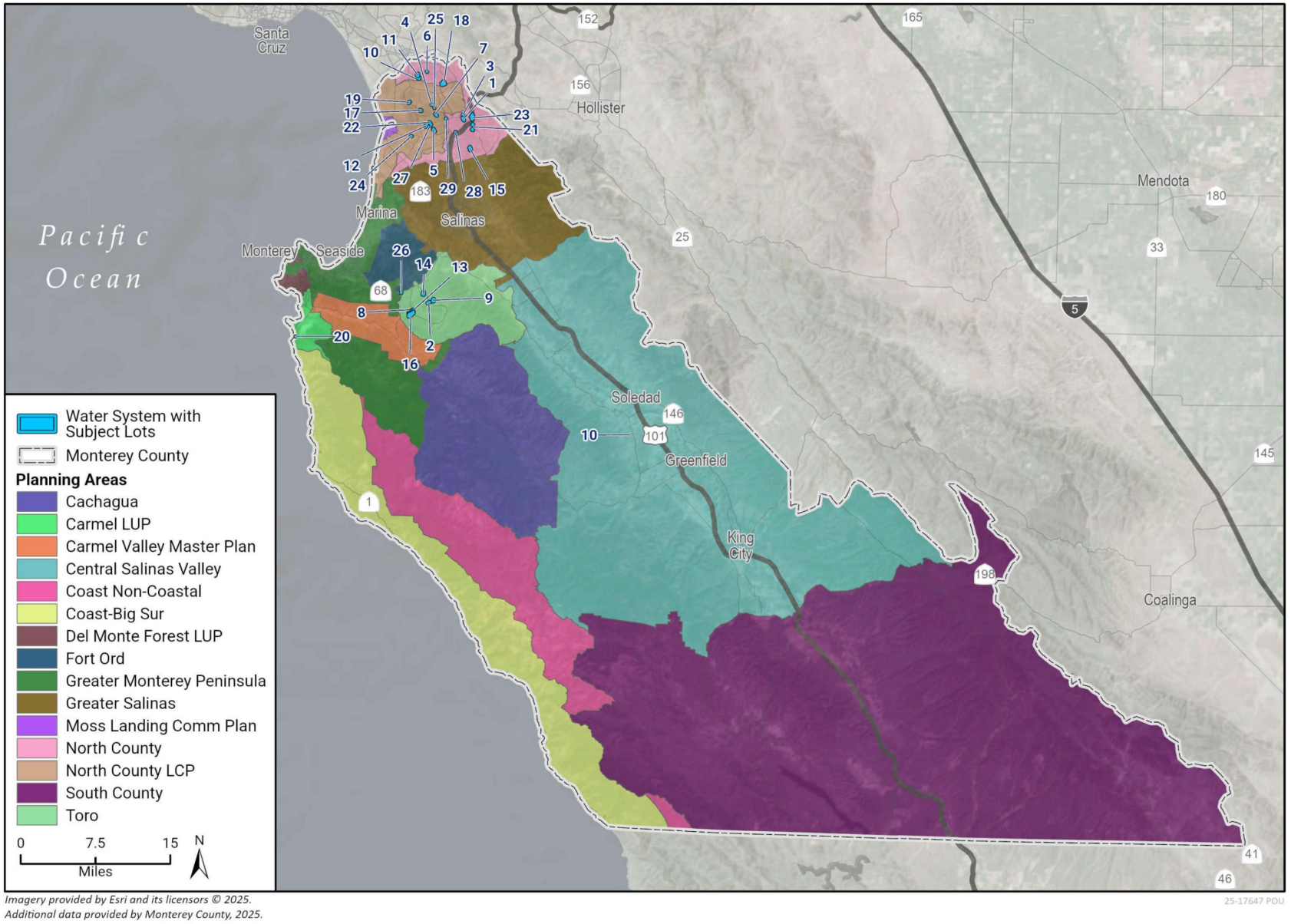


Figure 2 Water Systems with Subject Lots



7. Project Background

Water Systems, Regulations, and Compliance

The County of Monterey Environmental Health Bureau (EHB) regulates local small and State small water systems, including local small water systems with two to four service connections and State small water systems with five to 14 service connections. There are also public water systems, with 15 to 199 connections, that are no longer regulated by EHB but are still subject to the project considered herein. These water systems are drinking water well systems that typically serve multiple homes or parcels. The systems must comply with primary drinking water standards as established by Title 22 of the California Code of Regulations, incorporated by reference in Chapter 15.04 (Section 15.04.110) of the Monterey County Code.

Currently, many local small, State small, and public water systems in Monterey County are unable to meet drinking water standards due to contamination from substances such as nitrate, arsenic, fluoride, cadmium, hexavalent chromium, and 1,2,3-Trichloropropane. Many water systems in Monterey County are out of compliance for primary drinking water standards and maximum contaminant levels (MCLs), which poses public health risks. A water system or private well is out of compliance if it exceeds any of the following MCLs:[1]

- 0.005 micrograms per liter (µg/L) of 1,2,3-Trichloropropane (TCP)
- 5 µg/L of cadmium
- 10 µg/L of arsenic
- 10 µg/L of hexavalent chromium
- 2,000 µg/L of fluoride; and/or
- 10,000 µg/L of nitrate

Prior to passage of the Ordinance considered in this Addendum, options for water systems to comply with MCLs included consolidation with a neighboring compliant water system, drilling a new well, or installation of a centralized treatment system on an existing well. These compliance pathways are often infeasible due to geographic, technical, or financial constraints. If neighboring water systems are also noncompliant, water systems cannot be consolidated for compliance, meaning that drilling a new well may be both physically and financially difficult. Centralized treatment systems, in which a shared water treatment facility treats an entire water system from a single point typically at the water's source, are often complex and expensive. Further, because the entire water system with a centralized treatment system must comply with MCLs before a new water connection is added, it is often practically prohibitive to both propose development and add a new connection to the system.

To address these constraints, the Monterey County Board of Supervisors adopted Ordinance No. 5310 (Ordinance) on June 18, 2019. The Ordinance amended Chapter 15.04 and enacted Chapter 15.06 of the Monterey County Code to address point of entry ("POE") and point of use ("POU") water treatment when water supply does not meet primary drinking water standards. The Ordinance would allow treatment of water quality at the POU (such as a faucet) or POE (such as the entrance to a house) for existing non-compliant water systems, where previously only centralized treatment for these water systems (i.e., at the source) was allowed. The Ordinance would also enable building permit requirements to be met for water quality for individual vacant lots within non-compliant water systems and individual lots not within water systems if POU or POE water treatment were installed, and certain requirements were met. The Ordinance was modeled after State regulations that apply to public water systems with more than 14 connections.

[1] State Water Resources Control Board. 2025. MCLs, DLRs, and PHGs for Regulated Drinking Water Contaminants. https://www.waterboards.ca.gov/drinking_water/certlic/drinkingwater/documents/mclreview/mcls_dlrs_phgs.pdf (accessed January 2026).

Environmental Review and Ordinance Suspension

In June 2019, the County determined that adoption of the Ordinance was categorically exempt from CEQA. The State regulations, which the Ordinance was modeled after, were also adopted in reliance upon certain categorical exemptions under CEQA. After adoption of the Ordinance, concerns were raised regarding the validity of the Ordinance on a variety of grounds, including insufficient CEQA review. These concerns included assertions that the Ordinance could be growth-inducing, in that POU or POE water treatment devices would remove a barrier to development, ultimately facilitating the development of vacant lots within local small, State small, and public water systems and development on individual lots served by wells that do not meet water quality standards. Based on these considerations, questions were raised as to whether reliance on a categorical exemption was appropriate.

To provide time to further evaluate the Ordinance, the Board of Supervisors adopted a subsequent ordinance on August 27, 2019 to suspend portions of the Ordinance (hereinafter referred to as the "Suspended Sections") until December 11, 2019. On December 10, 2019, the Board of Supervisors adopted an ordinance to extend this suspension until further action of the Board. The Suspended Sections would have governed use of POU and POE water treatment devices on individual wells that serve individual lots that are not within water systems where the well water does not meet drinking water standards. POU or POE water treatment devices on these types of lots (single lot, individual well) have been approved by EHB in recent years if certain requirements are met; the Suspended Sections would have codified this practice. The sections in the Ordinance pertaining to small public water systems (15 or more connections) remained. They went into effect because those systems are subject to existing State law and regulations that govern the use of POU or POE water treatment devices.

On November 28, 2023, the Board of Supervisors adopted Ordinance 23-020, which reinstated a portion of the Suspended Sections that allows POU and POE treatment on properties with active service connections in local small and state small water systems. This action is different from the Ordinance considered in this Addendum, as it applies to active service connections only, and does not allow the use of POU or POE treatment to result in new development. EHB now proposes to further amend the Ordinance to allow the use of POU and POE on vacant legal lots of record and/or ADUs within water systems that are out of compliance with water quality standards. As part of the County's efforts to resolve the issues raised and to ensure appropriate environmental review, the County has retained a consultant to conduct review of the Ordinance pursuant to CEQA.

8. Description of Project

Reinstated Ordinance

The "project" considered in this Addendum consists of adoption and implementation of the amended and reinstated Ordinance, which would allow the use of POU and POE water treatment devices non-compliant properties on private wells and to lots in all local small, State small, and public water systems in the unincorporated area of Monterey County. The proposed amendments to the Ordinance are shown in Appendix A.

The project would potentially increase the number of parcels where POU or POE water treatment may be used, and could increase buildout compared to baseline growth. Pursuant to the settlement agreement, EHB has evaluated potential growth that could be made possible by the reinstated Ordinance in this Addendum. The following sections discuss how the physical extent of potential buildout facilitated by the project was estimated.

Potential Buildout Facilitated by the Reinstated Ordinance

Determination of Subject Lots

Parcels which may not otherwise be feasibly or affordably developed without adoption of the Ordinance are referred to "Subject Lots" in this Addendum. Subject Lots are located in water systems that are out of compliance with MCLs, as described and listed above in "Water Systems, Regulations, and Compliance." To estimate the number of Subject Lots where development facilitated by the Ordinance would occur, potential development scenarios were identified, as the Ordinance would allow multiple pathways for local small, State small, and public water systems to achieve water quality compliance. These development scenarios are intended to capture a comprehensive range of scenarios in which development could be facilitated by the Ordinance; however, there could be unique situations not identified herein.

Development Scenarios

Development Scenario 1 Use of POU or POE water treatment devices to achieve compliance for an existing water system with no inactive connections

Development Scenario 2 Approval of development using POU or POE water treatment devices within an existing water system with inactive connections. This includes the following types of development:

- An individual lot within a water system (provided the water system of which the individual lot is a member is unwilling to install central treatment)
- An accessory dwelling unit (ADU)[2] that relies on a shared well as part of a water system

Development Scenario 3 Approval of development of an individual lot served by a private well where water quality does not meet the primary drinking water standards using POU or POE water treatment devices

Development Scenario 4 Approval of development of an ADU on an individual lot with a private well (not part of a water system) where water quality does not meet the primary drinking water standards using POU or POE water treatment devices

Development Scenario 5 Approval of development of a subdivision using POU or POE water treatment devices on a private individual well on each lot

Development Scenario 6 Approval of development on a vacant lot, or developed lot(s) and other neighboring vacant lot(s), that decide to come together to create a new water system or development of a neighboring vacant lot that joins an existing water system

Growth-Inducing Development Scenarios

The following section identifies which development scenarios have the potential to induce growth compared to baseline conditions.

Prior to approval of the Ordinance, under Development Scenario 1, the only way an existing local or State water system with no inactive connections could come into compliance was using centralized treatment, which is often cost prohibitive. With reinstatement of the Ordinance, under Development Scenario 1, non-compliant systems could utilize POU or POE water treatment devices, instead of a centralized system . This portion of the Ordinance was reinstated in 2023 through Ordinance 23-020, which allows POU and

[2] "Accessory dwelling unit" is defined by the Monterey County Code Section 21.06.372 as "a permanent residence, secondary to an existing main dwelling, which provides complete independent living facilities for one or more persons. It shall include permanent provision for living, sleeping, eating, cooking, and sanitation on the same parcel where the single-family dwelling is situated."

POE treatment on properties with active service connections in local small and state small water systems. Therefore, since this development is already allowed, this is not considered a change-over-baseline and **there is no further growth potential under Development Scenario 1** with reinstatement of the Ordinance.

Similar to Development Scenario 1, prior to approval of the Ordinance under Development Scenario 2, the only way a water system could be approved was using centralized treatment. Further, under Development Scenario 2, if an individual lot was within a water system that was out of compliance, under existing conditions the County would require the entire water system to become compliant using centralized treatment before any inactive connections could be activated. It is important to note, this scenario also includes approval of an ADU using an available inactive connection that relies on a shared well and is part of a water system, since approvals of ADUs are treated as an individual connection by EHB (please see Development Scenario 4 below for additional discussion of ADUs). With reinstatement of the Ordinance, under Development Scenario 2, an out of compliance water system with inactive connections would be able to utilize POU or POE water treatment devices, instead of a centralized treatment. Therefore, reinstatement of the Ordinance would be considered a change-over-baseline and, since there are inactive connections, a potential scenario where development could occur. In other words, if an inactive connection or a vacant lot (including one with an ADU connection) is served by a non-compliant water system, reinstating the Ordinance would allow these previously undevelopable lots to potentially be developed using POU or POE water treatment devices. As stated above, centralized treatment is more costly and practically prohibitive than POU or POE water treatment devices. Therefore, this change-over-baseline under **Development Scenario 2 can be considered potentially growth-inducing** as reinstatement of the Ordinance would remove an existing barrier to growth.

Development Scenario 3 is similar to Development Scenario 2, except that the individual lot would connect to a well (not a water system) that does not meet water quality standards. However, Development Scenario 3 is different than Development Scenario 2 since previously the EHB would approve a POU or POE water treatment device on a lot with an individual well if a deed restriction was recorded. Since the Ordinance was suspended, EHB has required centralized treatment for new development on private wells. Reinstatement of the Ordinance would reinstate the practice of allowing POU or POE water treatment devices for new development on private wells. As stated above, centralized treatment is more costly and practically prohibitive than POU or POE water treatment devices. Therefore, this change-over-baseline under **Development Scenario 3 can be considered potentially growth-inducing** as reinstatement of the Ordinance would remove an existing barrier to growth.

Development Scenario 4 pertains specifically to development of ADUs on an individual well where water quality does not meet the primary drinking water standards. Under existing conditions, an ADU is evaluated by EHB as if it is an individual connection, requiring water quality testing and, if necessary, centralized treatment. With reinstatement of the Ordinance, an ADU on an individual lot with a private well could be approved by EHB using POU or POE water treatment devices, representing a change-over-baseline. In both instances (existing conditions and reinstatement of the Ordinance), the addition of the ADU results in the creation of a water system needing a water system permit (unless the owner agrees to a deed restriction, which would then make the ADU fall under Development Scenario 3).

It is important to acknowledge that County Ordinance Nos. 5341 and 5343,[3] adopted by the County Board of Supervisors in September 2020, implement State law (Government Code Section 65852.2) that reduces local government discretion over approval of ADUs and streamlines approval by requiring a ministerial process. Previously, ADUs on a private well in Monterey County were not allowed to be approved using POU or POE if the well exceeded water quality standards; instead, centralized treatment was required. However, in aligning with State ADU law, EHB will likely be required to allow the development of an ADU regardless of the type of treatment system proposed. This, combined with other ADU streamlining provisions, may result in the production of more ADUs Countywide. While this potential

[3] As of the drafting of this IS-MND, the coastal ADU ordinance (Ordinance No. 5343) is pending certification by Coastal Commission and is not in effect. If a local ordinance is not adopted, per Government Code section 65852.2, state standards apply in conjunction with, in the coastal zone, the County's certified Local Coastal Program.

increase in ADUs would be facilitated primarily by State law, implemented via County Ordinance Nos. 5343 and 5341, this analysis will conservatively assume that ADU development would be made equally possible by reinstatement of the Ordinance. Accordingly, **Development Scenario 4 has growth-inducing potential.**

For Development Scenario 5, which pertains to development of subdivisions, Section 15.06.040.E of the Ordinance prohibits approval of a new subdivision using POU or POE for the water system if the water system includes 2 to 14 connections and requires treatment. Therefore, POU or POE water treatment devices cannot be relied upon for treatment, even with reinstatement of the Ordinance. EHB has not historically allowed the use of POU or POE water treatment devices as the basis of approval of new subdivisions, with one exception. In that exception, the subdivision was approved using POU or POE water treatment devices, where there were existing private wells for existing development on each of the lots to be created by the subdivision. It is EHB's intent to eliminate the possibility of using POU or POE water treatment in future subdivisions on private wells, and to only allow new subdivisions to use centralized treatment if water treatment is necessary. Therefore, reinstatement of the Ordinance alone under **Development Scenario 5 would not be considered growth-inducing** and this development scenario is not analyzed further.

Lastly, under Development Scenario 6, lots – developed, vacant, or a combination of both – could choose to utilize a shared private well which would result in the creation of a new water system. Development Scenario 6 includes the possibility of a neighboring vacant lot joining an existing water system. Under existing conditions, development of the lot in this scenario would only be allowed with centralized treatment of a water quality issue, but with reinstatement of the Ordinance, this type of development could potentially be allowed with POU or POE water treatment devices. Therefore, this type of development would represent a change-over-baseline and a potential scenario where growth could occur. **Development Scenario 6 is considered growth-inducing.**

The potential for each scenario to result in a change-over-baseline and/or be growth inducing is summarized in Table 1 below. As noted therein, Development Scenarios 1 and 3 would not cause a change-over-baseline and/or be growth inducing. **Development Scenarios 2, 5, 4, and 6 could cause a change-over-baseline and would potentially be growth inducing**. As such, these three scenarios may result in a Subject Lot for the purpose of this analysis.

Table 1 Summary of Baseline and Development Scenario Assumptions

Development Scenario	Existing Conditions	Passage of Suspended Sections	Change-Over Baseline?	Potentially Growth Inducing?
1: Use of POU or POE water treatment devices to achieve compliance for an existing water system with no inactive connections	Already allowed by Ordinance 23-020.	No new changes, would remain allowed.	No	No, because there are no inactive connections.
2: Approval of development using POU or POE water treatment devices within an existing water system with inactive connections. This includes the following types of development: • An individual lot within a water system (provided the water system of which the individual lot is a member is unwilling to install central treatment) • An accessory dwelling unit (ADU) that relies on a shared well as part of a water system	Not allowed, centralized treatment required if system is out of compliance.	Allowed, the development could be approved using POU or POE water treatment devices.	Yes	**Yes**
3: Approval of development of an individual lot served by a private well where water quality does not meet the primary drinking water standards using POU or POE water treatment devices	Not allowed; centralized treatment required if system is out of compliance.	Allowed, POU or POE water treatment devices may be used for approval pursuant the MCC.	Yes	**Yes**
4: Approval of development of an ADU on an individual lot with a private well (not part of a water system) where water quality does not meet the primary drinking water standards using POU or POE water treatment devices	Not allowed, centralized treatment required if system is out of compliance.	Allowed, an ADU within a system could be approved using POU or POE water treatment devices.	Yes	**Yes**
5: Approval of development of a subdivision using POU or POE water treatment devices on a private individual well on each lot	Not supported for new undeveloped lots.	Not allowed, POU or POE water treatment devices may not be used for approval for new development.	No	No, because subdivisions would only be allowed to use centralized treatment if water treatment is necessary.
6: Approval of development on a vacant lot, or developed lot(s) and other neighboring vacant lot(s), that decide to come together to create a new water system or development of a neighboring vacant lot that joins an existing water system	Not allowed, centralized treatment required if system is out of compliance.	Allowed, POU or POE water treatment devices may be used for approval.	Yes	**Yes**

Buildout Estimation Methodology

This section describes the methodology used to estimate the potential future buildout of Subject Lots in the County under the project (i.e., implementing the Ordinance). As stated above, Development Scenarios 2, 4, and 6 represent a change-over-baseline, which could result in additional development throughout the County due to reinstatement of the Ordinance.

Subject Lots – Development Scenarios 2 and 6

To quantify buildout of Development Scenario 2, vacant lots within an out-of-compliance water system were quantified using County-provided GIS data which was input into an online mapping tool. This final online mapping tool provided a product by which water systems could be viewed and filtered using their compliance, inactive connection, and zoning status.

To visualize the individual lots that may be built under Development Scenario 2, water systems were filtered for those systems which had a compliance issue and had greater than zero inactive connections. Then each of these water systems were examined individually to understand the development potential and whether there was indeed a vacant lot with an inactive connection that may be built using POU or POE water treatment. To provide a conservative analysis, a lot was considered to be vacant if the water system ID had either an inactive connection or a vacant lot. In addition, vacant lots were crossed checked against the Monterey County zoning map to ensure that they were zoned for residential development.

Only under Development Scenario 2 was a quantitative approach feasible to estimate the potential future buildout of Subject Lots in the County under the project. Under Development Scenario 6, there are several variables that affect approval of these types of development, such as appropriate zoning, location of vacant lots in relation to zoning, as well as individual well capacity and cost of multiple wells. Isolating those variables to predict how changing one variable (passage of the Suspended Sections of the Ordinance) would affect growth potential in the County would be conjectural. As a result, a qualitative analysis is provided below for these scenarios.

Wells on Individual Lots – Development Scenario 3

As outlined above, there would be a change-over-baseline for the approval of individual lots using domestic wells (Development Scenario 3). To quantify the development potential under this scenario, historic permit data was analyzed. Monterey County's permit tracking software (Accela) was queried to quantify the number of individual lots using domestic wells and ADUs that have been approved.

Accessory Dwelling Units – Development Scenario 4

To conservatively estimate and analyze the maximum buildout scenario that could be attributed to the project, the growth projections herein assume that the development of ADUs within out-of-compliance water systems would be solely facilitated by the Ordinance, and not by State law and County Ordinances Nos. 5341 and 5343. To estimate the number of ADUs that could be facilitated in out-of-compliance water systems by the Ordinance, the number of ADU permit applications received by Monterey County Housing and Community Development (HCD) since 2018 was reviewed. For purposes of this analysis, it is assumed that each permit application resulted in the construction of an ADU. However, the application data provided by Monterey County HCD does not indicate whether the associated ADUs were ultimately approved or built. As a result, this analysis may overestimate actual ADU development, therefore providing a conservative analysis of ADU buildout.

2018 was selected as a baseline year as this is when several impactful ADU reforms occurred at the state level. Reforms passed in 2018 include but are not limited to Senate Bill 229, which strengthened state oversight of local ADU ordinances and clarified standards, and Assembly Bill 494, which made several changes to ADU regulations to further streamline approvals. Since 2018, then, County ADU applications were only possible for parcels in compliant local small, State small, or public water systems. The Ordinance would facilitate the development of ADUs within out-of-compliance water systems, where they

previously would have been more difficult to develop; therefore, the rate of ADU development across in-compliance water systems would generally represent the rate of ADU development within out-of-compliance systems, as POU or POE treatment would make it generally equally feasible to develop ADUs in water systems regardless of compliance status. The rate of ADU applications in other water systems was applied to the number of out-of-compliance water systems to estimate the rate of ADU development facilitated by the Ordinance.

The annual rate of ADU applications within in-compliance water systems since 2018 has been variable. For example, there were only four applications for ADUs for parcels within in-compliance systems between January 1, 2018 and December 31, 2020, and 16 applications between January 1, 2021 and December 31, 2023. The number of ADU permit applications within in-compliance systems peaked in 2025, with 20 applications submitted between January 1 and December 31. This increased 2025 rate may be associated with updates to the California Building Code that took effect on January 1, 2026. It is likely that some ADU applicants sought to apply for permits before new, more stringent development standards became effective. Although 2025 is likely an outlier, the County wishes the analysis to be conservative. Accordingly, this analysis will use the rate of 20 ADU applications per year to provide a conservative estimate of the number of ADUs that could be facilitated by the reinstated Ordinance.

Although the reinstated Ordinance would facilitate ADU development within compliant water systems, actual construction of ADUs would continue to be constrained by other factors. As discussed above, there is a gap between ADU applications filed and actual finalized, issued ADU permits. Applicants sometimes begin the ADU permitting process of but later abandon their plans once they discover the high costs of construction. In particular, the cost of installing new or upsized septic systems to accommodate proposed ADUs is often high enough to deter potential ADU applicants. Consequently, the rate of 20 ADUs per year is unlikely to be realized, as costs and other constraints would likely limit the actual ADUs that are ultimately built. .

The County intends for this Addendum to analyze direct and reasonably foreseeable indirect physical changes in the environment that may be caused by the project, while also analyzing a reasonable buildout scenario based on evidence. The County intends to avoid speculation. Accordingly, it would be unrealistic to assume that the project would result in the development of 20 ADUs per year indefinitely, especially given that this rate is conservative and unlikely to reflect reality and absent evidence . that market conditions, infrastructure capacity, and applicant behavior would sustain that rate long-term. Therefore, this analysis will use a ten-year horizon to estimate ADU development facilitated by the Ordinance, and this Addendum will consider a total of 200 ADUs. A ten-year horizon is consistent with programmatic planning documents, such as housing elements or general plans, which typically evaluate program-level effects across eight to 20 years. Therefore, this analysis shall use a ten-year planning horizon to evaluate the potential development of 200 ADUs throughout out-of-compliance water systems.

Buildout Estimation Results

Subject Lots – Development Scenarios 2 and 6

As outlined above, to understand the buildout potential for local small, State small, and public water systems with inactive connections or vacant lots (Development Scenario 2), County-provided GIS data was used to view existing vacant lots within out-of-compliance water systems throughout the County. The results of the mapping analysis are provided above in Figure 2 and below in Table 2.[4] The results indicate that there are 44 vacant parcels within a water system that is out of compliance. As shown in the figure, vacant lots are primarily congregated in the Toro Planning Area as well as the North County Planning Area, the North County Coastal Land Use Plan area, and the Central Salinas Valley Planning Area. Further details on these parcels are outlined in Table 2.

Forty-one of the vacant lots are residentially zoned, either as Low Density Residential (LDR) or Rural Density Residential (RDR). Therefore, development of one unit per lot is typically allowed with a

[4] Note specific water system information has been omitted in order to respect the privacy of the owners of the water system.

ministerial permit unless some aspect of the project triggers a discretionary permit (e.g., zoning overlay, tree removal, building on slopes). The three remaining vacant lots are zoned as Resource Conservation (RC), which also allow one single family dwelling unit per lot. The LDR, RDR, and RC zoning districts all allow one secondary guesthouse per lot, with development standards established in Monterey County Code Section 21.64.020.

Of the 44 vacant lots, 17 are located within water systems that are out of compliance for hexavalent chromium. Three lots are located within water systems out of compliance for nitrate, one is located within a water system out of compliance for fluoride, and nine are located within water systems that are out of compliance for arsenic.

Under Development Scenario 6, multiple landowners would need to come together to connect to an existing private well and create a new water system or agree to allow a new lot into the existing water system. It is highly unlikely that the owner of a private well would be willing to give adjacent landowners permissions to connect to their well, as this would escalate the well into a water system with accompanying regulations. Further, the adjacent landowner could drill their own well, if the capacity exists, instead of using the single well. This would likely be preferable to a new water system and would move this type of development to Development Scenario 3. As a result, although this scenario is possible and could potentially result in additional growth throughout the County, a combination of highly unlikely conditions would be required. As a result, it is not expected that the amount of additional approvals under Development Scenario 6 would be substantial. Therefore, the number of Subject Lots made possible by Development Scenario 6 is expected to be very minimal.

Wells on Individual Lots – Development Scenario 3

Between 2010 and 2020, ten single family residences on domestic wells in individual lots have been approved using POU or POE treatment devices.[5] More recent data is not available because centralized treatment has been required for development occurring under this scenario since suspension of the Ordinance at the end of 2019. Ten units on domestic wells in individual lots between 2010 and 2020 represent a development rate of one residence per year under Development Scenario 3. One residence per year is a reasonable development rate as it reflects observed development of residences on domestic wells in individual lots. Further, as discussed under “Accessory Dwelling Units – Development Scenario 4” in *Buildout Estimation Methodology* above, this analysis will use a ten-year planning horizon. Accordingly, it is estimated that approximately 10 residences would be facilitated under Development Scenario 3.

[5] Fowler, Nicole. Email communication regarding buildout facilitated by the Ordinance, August 20, 2020.

Table 2 Characteristics of Subject Lots

Water System Map Number	Water System ID	Compliance Issue[1]	General Plan Land Use Designation[2]	Zoning Designation[2]	Number of Vacant Lots[1]
1	2700778	hexavalent chromium	Resource Conservation	RC – Resource Conservation	6
2	2708809	arsenic	Residential – Low Density	LDR – Low Density Residential	2
3	2701424	hexavalent chromium	Resource Conservation	RC – Resource Conservation	1
4	2701519	hexavalent chromium	Residential – Rural Density (Coastal Zone)	RDR – Rural Density Residential	1
5	2702117	hexavalent chromium	None	LDR – Low Density Residential	1
6	2702414	hexavalent chromium	Residential – Low Density	LDR – Low Density Residential	1
7	2701520	nitrate	None	RDR – Rural Density Residential	1
8	2701743	arsenic	Residential – Rural Density	RDR – Rural Density Residential	1
9	2702113	arsenic	Residential – Low Density	LDR – Low Density Residential	3
10	2701796	hexavalent chromium	Residential – Low Density	RDR – Rural Density Residential	2
11	2702469	hexavalent chromium	Residential – Low Density	LDR – Low Density Residential	2
12	2700801	hexavalent chromium	None	LDR – Low Density Residential	1
13	2701412	arsenic	Residential – Rural Density	RDR – Rural Density Residential	1
14	2701450	arsenic	Residential – Low Density	LDR – Low Density Residential	1
15	2702313	arsenic	Residential – Rural Density	RDR – Rural Density Residential	1
16	2702445	arsenic	Residential – Rural Density	RDR – Rural Density Residential	1
17	2702676	hexavalent chromium	None	RDR – Rural Density Residential	1
18	2701885	hexavalent chromium	Residential – Rural Density	RDR – Rural Density Residential	1
19	2701618	hexavalent chromium	None	RDR – Rural Density Residential	1
20	2702809	fluoride	None	LDR – Low Density Residential	2

Water System Map Number	Water System ID	Compliance Issue[1]	General Plan Land Use Designation[2]	Zoning Designation[2]	Number of Vacant Lots[1]
21	2702007	hexavalent chromium	Resource Conservation	RC – Resource Conservation	3
22	2700674	hexavalent chromium	None	RDR – Rural Density Residential	2
23	2700713	nitrate	Resource Conservation, Residential – Rural Density	RDR – Rural Density Residential	2
24	2700548	hexavalent chromium	None	RDR – Rural Density Residential	1
25	2700594	hexavalent chromium	None	RDR – Rural Density Residential	1
26	2700612	arsenic	Residential – Low Density	LDR – Low Density Residential	1
27	2700624	hexavalent chromium	None	LDR – Low Density Residential	1
28	2701926	arsenic	Residential – Low Density	LDR – Low Density Residential	1
29	2702608	nitrate, hexavalent chromium	Residential – Low Density	LDR – Low Density Residential	1
Total Vacant Lots					**44**

Sources:

1. Environmental Health Bureau Local Small, State Small, and Public Water System Compliance data, updated in 2026.
2. County of Monterey, 2026. Zoning GIS database. https://montereyco.maps.arcgis.com/apps/InformationLookup/index.html?appid=1dce0909198142128bc57aee61c811ea

Accessory Dwelling Units – Development Scenario 4

Based on historic permit application data, the County has received 68 ADU applications for parcels located within an in-compliance water system since 2018, and 20 of these were received in 2025. This growth projection will use the number of ADU permit applications for parcels within in-compliance systems from 2025 to provide a conservative analysis, as discussed under "Accessory Dwelling Units – Development Scenario 4" in "Buildout Estimation Methodology." Therefore, it is assumed that approximately 20 ADUs per year would be facilitated by the Ordinance over 10 years, for a total of 200 ADUs.

Other Development Scenarios

Development Scenario 1 is already allowed by Ordinance 23-020, and therefore it is not considered further. Development Scenario 5 (subdivisions) would not induce development because the revised Ordinance specifically prohibits approval of new subdivisions using POU or POE water treatment. New subdivisions would be required to use centralized treatment if water treatment is necessary.

Buildout Estimation Summary

Buildout facilitated by the reinstated Ordinance is summarized in Table 3. In total, the project could facilitate development of approximately 54 new single-family units, plus up to 20 ADUs per year for approximately 10 years.

Table 3 Estimated Project Buildout

Development Scenario	Number of Potential Future Lots/Units	Considered Subject Lots
Local and State Small Water Systems with active connections (Development Scenario 1)	None, no potential for growth because active connections are already developed	Not applicable
Local and State Small Water Systems with inactive connections (Development Scenario 2)	44 single-family units	Yes
Individual Wells (Development Scenario 3)	1 per year for 10 years; 10 single-family units	No
ADUs on private well (Development Scenario 4)	20 per year for 10 years; 200 ADUs	Yes
Subdivisions (Development Scenario 5)	None, will not be allowed	No
Creation of a New System (Development Scenario 6)[1]	Unknown, but not expected to be substantial	Yes

9. Other Public Agencies Whose Approval is Required

The County of Monterey is the lead agency for this project. The Monterey County Board of Supervisors would have to approve the amended Ordinance. There are no other public agencies with approval power over the project.

10. Existing Environmental Documentation

2010 General Plan

State law mandates that each city and county in California adopt "a comprehensive, long-term general plan," the purpose of which is to plan for important community issues such as new growth, housing

needs, and environmental protection. Furthermore, the General Plan is used to project future demand for services such as sewer, water, roadways, parks, and emergency services.

On October 26, 2010, the County adopted the 2010 General Plan for the inland unincorporated area and certified the associated EIR as the lead agency. The Monterey County Board of Supervisors and Planning Commission rely on the General Plan as the primary framework for land use decisions and the provision of public facilities such as roads, parks, and fire stations. The 2010 General Plan also guides policies related to open space and habitat conservation, arts and recreation programming, and community character.

State law requires that every General Plan, at a minimum, address certain subject categories (called "elements"), which include land use, circulation, housing, conservation of natural resources, environmental justice, open space, noise, and safety. A General Plan may also address other subjects that are of importance to the community" future, such as sustainability, community design, and public art. The 2010 General Plan includes the following elements:

- Land Use Element
- Conservation and Open Space Element
- Safety Element
- Public Services Element
- Agriculture Element
- Housing Element
- Area/Master Plans
- Economic Development Element
- Circulation Element

2010 General Plan EIR

The 2010 General Plan EIR addressed the potential environmental effects of the planned buildout of the County through the year 2030, focusing in depth on 16 environmental issue areas. The 2010 General Plan EIR concluded that implementation of the 2010 General Plan would result in levels of environmental impacts as detailed in Table 4. Mitigation measures were incorporated into the 2010 General Plan EIR to reduce potential impacts from development under the 2010 General Plan. Although the 2010 Monterey County General Plan EIR did not directly analyze buildout of the coastal zones of the County, it did analyze cumulative buildout Countywide, including in coastal areas.

Table 4 Summary of Areas of Potential Impact under the 2010 General Plan EIR

Issue Area	Level of Significance After Mitigation	Mitigation in the General Plan EIR
Aesthetics, Light and Glare	Significant and Unavoidable	None
Agriculture Resources	Significant and Unavoidable	None
Air Quality	Significant and Unavoidable	AQ-1 through AQ-9
Biological Resources	Less than significant	BIO-1.1 through BIO-1.5, BIO-2.1 through BIO-2.3 and BIO-3.1 through BIO-3.2
Cultural Resources	Less than significant	None
Climate Change	Significant and Unavoidable	CC-1 through CC-5, BIO-1.9, CC-12 and CC-13
Geology, Soils and Seismicity	Less than significant	BIO-2.1

Issue Area	Level of Significance After Mitigation	Mitigation in the General Plan EIR
Hazards and Hazardous Materials	Less than significant	None
Water Resources	Significant and Unavoidable	WR-1 and WR-2
Land Use	Less than significant	None
Mineral Resources	Less than significant	None
Noise	Less than significant	None
Population and Housing	Significant and Unavoidable	None
Public Facilities and Services	Less than significant	None
Park and Recreation	Less than significant	PAR-1
Public Services and Utilities[1]	Significant and Unavoidable	PS-1 and PS-2
Transportation	Less than significant	TRAN -1E, TRAN-5A and TRAN-2B

[1] Public utilities and infrastructure was incorporated into the public facilities and services section of the 2010 General Plan EIR.

As summarized in Table 4, the County determined that implementation of the 2010 General Plan would result in significant and unavoidable impacts to aesthetics, light, and glare; agricultural resources; air quality; climate change; water resources; population and housing; and public services and utilities. On October 26, 2010, the Monterey County Board of Supervisors adopted CEQA Findings of Fact and a Statement of Overriding Considerations, which concluded that the updated General Plan was legally required, environmentally preferable to existing conditions, essential for long-term agricultural and community protection, and provided Countywide economic, social, and planning benefits that outweighed its environmental impacts.[6]

The 2010 General Plan was amended in 2013 to, among other amendments, update General Plan Policy PS-3.1 (Long Term Sustainable Water Supply), PS-3.3 (New Domestic Wells), and PS-3.4 (New High-Capacity Wells). Policy PS-3.1 was amended to require a five-year study to evaluate groundwater elevations and seawater intrusion relative to total water demand for existing and projected future uses under the General Plan through 2030 within the Monterey County Water Resources Agency Zone 2C assessment district area. Policy PS-3.3 was amended to change the description of PS-3.3a through PS-3.3g as “factors” for development of criteria instead of “criteria subjects”. Lastly, both Policy PS-3.3 and PS-3.4 were amended to add the phrase “additional extractions or diversion of water.”

Two addenda to the 2010 General Plan Final EIR were prepared (Addendum No. 1 and Addendum No. 2) to analyze the 2013 amendments. The addenda concluded that the proposed changes to the 2010 General Plan would not result in additional impacts or an increase in the severity of impacts.

Monterey County Local Coastal Program

Pursuant to the California Coastal Act (Public Resources Code Section 30000 et seq.), each local government within the State coastal zone must prepare a Local Coastal Program (LCP) for the portion of the coastal zone within its jurisdiction. An LCP includes a land use plan, ordinances, and actions for future projects to comply. The County’s certified LCP includes four certified Land Use Plans and Coastal Implementation Plan, which includes coastal zoning (Title 20 of the Monterey County Code) and area-specific regulations. Some of the Subject Lots fall within the North County Land Use Plan, which was certified in 1982. Since the County’s certified LCP is applicable in the unincorporated coastal zone, development of these Subject Lots would require a discretionary coastal permit. Therefore, all future

[6] County of Monterey, 2010. 2010 General Plan EIR Certification Exhibit EIR2, Statement of Overriding Considerations. https://www.countyofmonterey.gov/home/showpublisheddocument/46034/639124617278230000

projects located within the coastal zone would be required to conform to County's Land Use Plan and Coastal Implementation Plan.

Applicability of General Plan EIR

Most of the Subject Lots are located within the inland areas of Monterey County. Although the 2010 General Plan EIR assessed the environmental impacts associated with buildout of inland areas of the County, the cumulative impact analysis of the EIR addressed buildout of the entire County, including coastal areas. As such, even though a small number of the Subject Lots are within the coastal zone, the 2010 Monterey County General Plan EIR is considered relevant and an Addendum to the General Plan EIR is applicable to the Ordinance.

Decision not to Prepare a Subsequent EIR

Pursuant to CEQA Guidelines Section 15063, the County, as Lead Agency, prepared an Initial Study to determine whether the project may have a significant effect on the environment and to identify the appropriate form of CEQA documentation for the project. The Initial Study is included as Appendix B. The Initial Study included a preliminary evaluation of environmental effects, and addressed all environmental topic areas identified in Appendix G of the CEQA Guidelines.

Based on the results of the Initial Study, the County determined that an addendum to the previously certified 2010 General Plan EIR would be the appropriate level of CEQA review for the Ordinance amendments. As outlined in Section 15164 of the CEQA Guidelines, a lead agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in CEQA Guidelines Section 15162 calling for preparation of a subsequent EIR have occurred.

Future development facilitated by the amended Ordinance would undergo project specific developmental review and would be required to comply with development standards and zoning and building code regulations as required by State law and by County policy. When a specific development proposal is considered for approval, that project would be subject to adopted development standards, which include mitigation measures identified in the 2010 General Plan EIR that were incorporated as policies in the 2010 General Plan. Development of lots in the coastal zone must be consistent with Local Coastal Program policies. Most development facilitated by the Ordinance would only require ministerial permits from the County, and hence, not be subject to further environmental review. However, if future development requires a discretionary land use entitlement under County plans and regulations, a project-level environmental review would be required.

The impact analysis presented in this Addendum, informed by the Initial Study (Appendix B), demonstrates that the Ordinance amendments would not result in new or more severe significant environmental effects beyond those identified and analyzed in the 2010 General Plan EIR. The Ordinance would not involve substantial changes to the project, changes in circumstances, or the emergence of new information of substantial importance that would either create new significant impacts or substantially increase the severity of previously identified impacts. Accordingly, none of the conditions requiring preparation of a subsequent or supplemental EIR under CEQA Guidelines Section 15162 have occurred or would occur as a result of the Ordinance. Therefore, this Addendum is the appropriate level of CEQA review for the County's decision-making on the Ordinance.

Pursuant to CEQA Guidelines Section 15007(b), new requirements adopted through amendments to the Guidelines apply only to steps in the CEQA process that have not yet been undertaken as of each amendment's effective date. Section 15007(c) further provides that a CEQA document which satisfied the content requirements in effect at the time it was released for public review is not required to be revised to conform to subsequently adopted guideline amendments prior to final approval.

EIR addenda are not subject to required public review pursuant to CEQA Guidelines Section 15164(c). Accordingly, preparation of an addendum does not trigger the "public review" threshold for determining whether subsequently adopted analytical or procedural requirements apply. For this project, the Final EIR for the 2010 General Plan was certified in 2010, prior to the effectiveness of later statutory and regulatory amendments to CEQA, such as Senate Bill 743. Therefore, consistent with CEQA Guidelines Sections 15007 and 15164, those subsequent requirements do not apply to the evaluation of the Ordinance under CEQA.

Although CEQA Guidelines Section 15164(c) does not require public circulation of an EIR addendum, this Addendum is being circulated for public review as a courtesy to the public, to provide an opportunity for public comment on the Addendum, and to disclose the basis for the County's decision-making and CEQA determination for the Ordinance.

Environmental Checklist and Impacts of Proposed Changes to the 2010 General Plan EIR

This Addendum evaluates potential environmental impacts that could result from the Ordinance amendments. The analysis below provides updates where necessary to characterize potential impacts.

Appendix G of the CEQA Guidelines provides a checklist of environmental issues areas suggested for assessment in a CEQA analysis. The 2010 General Plan EIR addressed 16 of these environmental issue areas in detail. This included the following:

- Aesthetics
- Air Quality
- Biological Resources
- Cultural Resources
- Geology/Soils
- Greenhouse Gas Emissions/Climate Change
- Agricultural Resources
- Recreation
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Noise
- Public Services
- Transportation/Traffic
- Mineral Resources
- Population and Housing

To provide a thorough and conservative analysis of potential impacts associated with the Ordinance amendments, this Addendum addresses all 20 environmental issue areas suggested by Appendix G of the CEQA Guidelines, informed by the Initial Study (Appendix B) prepared for the Ordinance. This includes energy, wildfire, and tribal cultural resources. Energy and wildfire sections were not included in the 2010 General Plan EIR because they were not incorporated into CEQA at the time of adoption of the Notice of Preparation and approval of the 2010 General Plan EIR. In addition, Tribal Cultural Resources is an issue area added to the CEQA Guidelines in September 2016 pursuant to Assembly Bill (AB) 52, after certification of the 2010 General Plan EIR.

Potential environmental impacts of the Ordinance are analyzed to determine if they are consistent with the impact analysis provided in the 2010 General Plan EIR, and if additional mitigation measures are required to minimize or avoid further potential impacts. Where the following analysis identifies impacts, discussion of previously identified mitigation measures from the 2010 General Plan EIR and existing applicable policies and regulations are discussed, as relevant, with respect to mitigating potential impacts from the Ordinance.

1. Environmental Checklist

Aesthetics

Section 4.14, *Aesthetics, Light, and Glare*, of the 2010 General Plan EIR found that adoption of the 2010 General Plan would result in significant and unavoidable impacts related to visual character, light, and glare. All other impacts would be less than significant without mitigation. It further stated that individual development projects would be subject to project-specific development and planning review, including adherence to standards for community design and visual quality. The County's certified LCP is applicable in the unincorporated coastal zone, and in general, requires a discretionary coastal permit for development. As such, all future projects pursuant to the 2010 General Plan or County's certified LCP would be required to conform to zoning, design standards, CEQA, and other regulations concerning aesthetic resources such as those that address architectural design, lighting, signage, landscaping, building setbacks, and hillside protection.

As discussed in Environmental Checklist Section 1 of the Initial Study (Appendix B), the Ordinance would have less-than-significant impacts related to adverse effects to scenic vistas, scenic resources within a state scenic highway, visual character or quality of public views, or light and glare. Accordingly, the Ordinance's potential impacts to aesthetics would not be new or more severe compared to those identified in the 2010 General Plan EIR.

Agriculture and Forestry Resources

Section 4.2, *Agriculture Resources*, of the 2010 General Plan EIR found that adoption of the 2010 General Plan would result in significant and unavoidable impacts related to the conversion of farmland to a non-agricultural use. All other impacts would be less than significant without mitigation. 2010 General Plan policies and implementation programs are in place to minimize impacts to agricultural land conversion that apply to future development. The County's certified LCP is applicable in the unincorporated coastal zone, and in general, requires a discretionary coastal permit for development. As such, all future projects pursuant to the 2010 General Plan or County's certified LCP would be required to conform to zoning, design standards, CEQA, and other regulations concerning agricultural resources such as those that protect and preserve agricultural land.

As discussed in Environmental Checklist Section 2 of the Initial Study (Appendix B), the Ordinance would have no impacts related to the conversion of Farmland to non-agricultural use, conversion of forest land or timberland to non-forest use, conflicts with existing zoning for agricultural or forest use or a Williamson act contract, or other changes that could result in the conversion of Farmland or forest land to non-agricultural or non-forest use. Accordingly, implementation of the reinstated Ordinance would not have additional impacts or more severe impacts to agriculture and forestry resources than those analyzed by the 2010 General Plan EIR. No additional environmental assessment of agriculture and forestry resources is required.

Air Quality

Section 4.7, *Air Quality*, of the 2010 General Plan EIR found that adoption of the 2010 General Plan would result in significant and unavoidable impacts regarding a cumulatively considerable net increase of criteria pollutants for which the region is in non-attainment. Mitigation Measures AQ-3, AQ-4, and AQ-5 would be implemented to reduce potential impacts; however, impacts would still be significant and unavoidable. In addition, the 2010 General Plan EIR determined that implementation of the 2010 General Plan would have less than significant impacts related to conflicting with applicable air quality management plans and standards. Mitigation Measures AQ-1 and AQ-2 would reduce potential impacts related to the generation of significant quantities of construction related emissions to a less than significant level. Furthermore, mitigation Measures AQ-6 and AQ-7 would reduce potential impacts related to diesel exposure health risk to a less than significant level. Mitigation Measures AQ-8 and AQ-9 would reduce potential impacts regarding odors to less than significant. The County's certified LCP is applicable in the unincorporated coastal zone, and in general, requires a discretionary coastal permit for development. As such, all future projects pursuant to the 2010 General Plan or County's certified LCP would be required to conform to zoning, design standards, CEQA, and other regulations concerning air quality such as those that reduce air quality impacts.

As discussed in Environmental Checklist Section 3 of the Initial Study (Appendix B), the Ordinance would have less than significant impacts related to conflicts with the applicable air quality plan, a cumulatively considerable net increase of criteria pollutants, exposure of sensitive receptions to substantial pollutant concentrations, or other emissions such as odors that may affect a substantial number of people. Accordingly, implementation of the reinstated Ordinance would not have additional impacts or more severe impacts to air quality than those analyzed by the 2010 General Plan EIR. No additional environmental assessment of air quality is required.

Biological Resources

Section 4.9, *Biological Resources*, of the 2010 General Plan EIR determined that impacts to biological resources would be less than significant with mitigation incorporated for effects to sensitive animal and plant species, sensitive natural communities and habitats, and wildlife movement. Mitigation Measures BIO-1.1 through BIO-1.5, BIO-2.1 through BIO-2.3, and BIO-3.1 through BIO-3.2 would be implemented to reduce potential impacts. Impacts related to the potential loss of protected trees were determined to be less than significant. The County's certified LCP is applicable in the unincorporated coastal zone, and in general, requires a discretionary coastal permit for development. As such, all future projects pursuant to the 2010 General Plan or County's certified LCP would be required to conform to zoning, design standards, CEQA and other regulations concerning the protection of biological resources, including listed species, habitats, all planning resources designed to protect and conserve biological resources.

As discussed in Environmental Checklist Section 4 of the Initial Study (Appendix B), the Ordinance would have less than significant impacts to special status species, riparian areas or other sensitive natural communities, wetlands, wildlife movement, conflicts with local ordinances protecting biological resources, or conflicts with habitat conservation plans. Accordingly, implementation of the reinstated Ordinance would not have additional impacts or more severe impacts to biological resources than those analyzed by the 2010 General Plan EIR. No additional environmental assessment of biological resources is required.

Cultural Resources

Section 4.10, *Cultural Resources*, of the 2010 General Plan EIR determined that all impacts on cultural resources would be less than significant. The 2010 General Plan established policies for future development to reduce impacts to the greatest extent feasible. Individual development projects would be subject to project-specific development and planning review. The County's certified LCP is applicable in the unincorporated coastal zone, and in general, requires a discretionary coastal permit for development. As such, all future projects pursuant to the 2010 General Plan or County's certified LCP would be required to conform to zoning, design standards, CEQA, and other regulations concerning the protection of cultural resources, including listed historic and archaeological resources. No mitigation measures were required.

As discussed in Environmental Checklist Section 5 of the Initial Study (Appendix B), the Ordinance would have no impacts related to substantial adverse changes in the significance of historical or archaeological resources, or disturbance of human remains. Accordingly, implementation of the reinstated Ordinance would not have additional impacts or more severe impacts to cultural resources than those analyzed by the 2010 General Plan EIR. No additional environmental assessment of cultural resources is required.

Energy

The 2010 General Plan included a discussion of impacts related to energy pursuant to Appendix F of the *CEQA Guidelines*, which is summarized in Section 4.16, *Climate Change*, of the 2010 General Plan EIR. This section determined that impacts related to energy would be less than significant with mitigation incorporated. Mitigation Measure CC-3 would be implemented to reduce potential impacts related to energy. The County's certified LCP is applicable in the unincorporated coastal zone, and in general, requires a discretionary coastal permit for development. As such, all future projects pursuant to the 2010 General Plan or County's certified LCP would be required to conform to zoning, design standards, CEQA, and other regulations related to energy.

Environmental Checklist Section 6 of the Initial Study (Appendix B) includes an expanded discussion of energy, in accordance with the most recent version of Appendix G of the CEQA Guidelines. As discussed therein, the Ordinance would have less than significant impacts related to wasteful, inefficient, or unnecessary consumption of energy resources during project construction or operation, or to obstruction of a state or local plan for renewable energy or energy efficiency. Accordingly, implementation of the reinstated Ordinance would not have additional impacts or more severe impacts to energy than those analyzed by the 2010 General Plan EIR. No additional environmental assessment of energy is required.

Geology and Soils

Section 4.4, *Geology and Soils*, of the 2010 General Plan EIR determined that impacts to geology and soils would be less than significant for adverse effects related to rupture of a known fault, strong ground shaking, seismic-related ground failure, or landslides; landslide, lateral spreading, subsidence, liquefaction, or collapse; locating development on expansive soils; tsunami, seiche, and mudflow hazards; and installing septic tanks and alternative wastewater disposal systems in expansive soils. However, potentially significant impacts were found for soil erosion and mitigation measure BIO-2.1 was incorporated to reduce impacts to less than significant. The County's certified LCP is applicable in the unincorporated coastal zone, and in general, requires a discretionary coastal permit for development. As such, all future projects pursuant to the 2010 General Plan or County's certified LCP would be required to conform to zoning, design standards, CEQA, and other regulations concerning geology and soils. Therefore, impacts to geology and soils would be less than significant with mitigation and compliance with federal, State, and local regulations.

As discussed in Environmental Checklist Section 7 of the Initial Study (Appendix B), the Ordinance would have less than significant impacts related to adverse effects involving fault rupture, unstable soil hazards, septic tanks or wastewater disposal systems, or paleontological resources. Accordingly, implementation of the reinstated Ordinance would have neither additional impacts nor more severe impacts on geology and soils than those analyzed by the 2010 General Plan EIR. No additional environmental assessment of geology and soils is required.

Greenhouse Gas Emissions

Section 4.16, *Climate Change*, of the 2010 General Plan EIR determined that impacts to greenhouse gas (GHG) emissions and GHG reduction targets would be potentially significant with implementation of the 2010 General Plan. Mitigation measures CC-1 through CC-5, BIO-1.9, CC-12 and CC-13 in the 2010 General Plan EIR would reduce potential impacts to GHG emissions to less than significant. The 2010 General Plan would not conflict with California GHG reduction goals, or any applicable plan, policy, or regulation. The County's certified LCP is applicable in the unincorporated coastal zone, and in general, requires a discretionary coastal permit for development. As such, all future projects pursuant to the 2010 General Plan or County's certified LCP would be required to conform to zoning, design standards, CEQA and other regulations, plans and policies concerning GHG emissions such as those that aim to reduce GHG emissions.

As discussed in Environmental Checklist Section 8 of the Initial Study (Appendix B), the Ordinance would have less than significant impacts related to GHG emissions. Therefore, implementation of the reinstated Ordinance would not have additional impacts or more severe impacts to GHG emissions than those analyzed by the 2010 General Plan EIR. No additional environmental assessment of GHG emissions is required.

Hazards and Hazardous Materials

Section 4.13, *Hazards and Hazardous Materials*, of the 2010 General Plan EIR determined that impacts related to hazards and hazardous materials would be less than significant. The County's certified LCP is applicable in the unincorporated coastal zone, and in general, requires a discretionary coastal permit for development. As such, all future projects pursuant to the General Plan or County's certified LCP would be required to conform to zoning, design standards, CEQA, and other regulations concerning hazards and hazardous materials.

As discussed in Environmental Checklist Section 9 of the Initial Study (Appendix B), the Ordinance would have less than significant impacts related to hazards and hazardous materials. Therefore, implementation of the reinstated Ordinance would not have additional impacts or more severe impacts to hazards and hazardous materials than those analyzed by the 2010 General Plan EIR. No additional environmental assessment of hazards and hazardous materials is required.

Hydrology and Water Quality

Section 4.3, *Water Resources*, of the 2010 General Plan EIR determined that implementation of the General Plan would result in significant and unavoidable impacts related to groundwater supply, demand for water storage, treatment, and conveyance facilities, and exceeding the capacity of existing water supply. Impacts related to water quality were determined to be less than significant. In addition, two addenda were prepared (Addendum No. 1 and Addendum No. 2) that describe the potential changes or additions to the General Plan FEIR that would result from amendments to the General Plan proposed and adopted in 2013. The Addenda concluded that the proposed changes to the General Plan would not result in either additional impacts or an increase in the severity of impacts.

The 2010 General Plan EIR assumed in Section 4.3, *Water Resources*, that "individualized water treatment is cost prohibitive and not allowed". The County's certified LCP is applicable in the unincorporated coastal zone, and in general, requires a discretionary coastal permit for development. As such, all future projects pursuant to the General Plan or County's certified LCP would be required to conform to zoning, design standards, CEQA, and other regulations concerning hydrology and water quality. All other impacts such as impacts related to drainage and runoff would be less than significant.

As discussed in Environmental Checklist Section 10 of the Initial Study (Appendix B), the Ordinance would have less than significant impacts related to hydrology and water quality. Therefore, implementation of the reinstated Ordinance would not have additional impacts or more severe impacts to GHG emissions than those analyzed by the 2010 General Plan EIR. No additional environmental assessment of hydrology and water quality is required.

Land Use and Planning

Section 4.1, *Land Use*, of the 2010 General Plan EIR determined that impacts to land use would be less than significant as they pertain to conflicts with applicable land use plans. It found that 2010 General Plan implementation would not physically divide an established community and would, in fact, increase local and regional connectivity, which it identified as a beneficial impact. The County's certified LCP is applicable in the unincorporated coastal zone, and in general, requires a discretionary coastal permit for development. As such, all future projects pursuant to the 2010 General Plan or County's certified LCP would be required to conform to zoning, design standards, CEQA, and other regulations concerning land use and planning.

As discussed in Environmental Checklist Section 11 of the Initial Study (Appendix B), the Ordinance would have no impacts related to land use and planning. Therefore, implementation of the reinstated Ordinance would not have additional impacts or more severe impacts to land use and planning than those analyzed by the 2010 General Plan EIR. No additional environmental assessment of land use and planning is required.

Mineral Resources

Section 4.5, *Mineral Resources*, of the 2010 General Plan EIR determined that impacts to mineral resources would be less than significant. The County's certified LCP is applicable in the unincorporated coastal zone, and in general, requires a discretionary coastal permit for development. As such, all future projects pursuant to the 2010 General Plan or County's certified LCP would be required to conform to zoning, design standards, CEQA, and other regulations concerning mineral resources.

As discussed in Environmental Checklist Section 12 of the Initial Study (Appendix B), the Ordinance would have no impacts related to mineral resources. Therefore, implementation of the reinstated Ordinance would not have additional impacts or more severe impacts to mineral resources than those analyzed by the 2010 General Plan EIR. No additional environmental assessment of mineral resources is required.

Noise

Section 4.8, *Noise*, of the 2010 General Plan EIR determined that implementation of the General Plan would result in less than significant impacts with implementation of the General Plan, Area Plan, and Community Area policies incorporated in the 2010 General Plan. The County's certified LCP is applicable in the unincorporated coastal zone, and in general, requires a discretionary coastal permit for development. As such, all future projects pursuant to the General Plan or County's certified LCP would be required to conform to zoning, design standards, CEQA, and other regulations concerning noise.

As discussed in Environmental Checklist Section 13 of the Initial Study (Appendix B), the Ordinance would have less than significant impacts related to noise. Therefore, implementation of the reinstated Ordinance would not have additional impacts or more severe impacts to noise than those analyzed by the 2010 General Plan EIR. No additional environmental assessment of noise is required.

Population and Housing

Section 4.15, *Population and Housing*, of the 2010 General Plan EIR determined that the 2010 General Plan would not displace any houses or people, nor require the construction of replacement housing elsewhere. The County's certified LCP is applicable in the unincorporated coastal zone, and in general, requires a discretionary coastal permit for development. As such, all future projects pursuant to the 2010 General Plan or County's certified LCP would be required to conform to zoning, design standards, CEQA, and other regulations concerning population and housing. However, the 2010 General Plan would induce population growth, resulting in a significant and unavoidable impact.

As discussed in Environmental Checklist Section 14 of the Initial Study (Appendix B), the Ordinance would have less than significant impacts related to population and housing. Therefore, implementation of the reinstated Ordinance would have neither additional impacts nor more severe impacts to population and housing than those analyzed by the 2010 General Plan EIR. No additional environmental assessment of population and housing is required.

Public Services

Section 4.11, *Public Services and Utilities*, of the 2010 General Plan EIR determined that implementation of the General Plan would not result in substantial adverse physical impacts associated with new or physically altered public services facilities, including those related to fire, police, schools, and libraries, and impacts would be less than significant. The County's certified LCP is applicable in the unincorporated coastal zone, and in general, requires a discretionary coastal permit for development. As such, all future projects pursuant to the 2010 General Plan or County's certified LCP would be required to conform to zoning, design standards, CEQA, and other regulations concerning public services. Implementation of the 2010 General Plan would, however, result in a significant and unavoidable impact related to future schools potentially affecting adjoining land uses.

As discussed in Environmental Checklist Section 15 of the Initial Study (Appendix B), the Ordinance would have less than significant impacts related to public services. Therefore, implementation of the reinstated Ordinance would not have additional impacts or more severe impacts to public services than those analyzed by the 2010 General Plan EIR. No additional environmental assessment of public services is required.

Recreation

Section 4.12, *Parks, Recreation and Open Space*, of the 2010 General Plan EIR determined that impacts to existing park and recreational facilities and the necessity for new and/or expanded recreational facilities would be less than significant with implementation of mitigation measure PAR-1 and 2010 General Plan policies. The County's certified LCP is applicable in the unincorporated coastal zone, and in general, requires a discretionary coastal permit for development. As such, all future projects pursuant to the 2010

General Plan or County's certified LCP would be required to conform to zoning, design standards, CEQA, and other regulations concerning recreation.

As discussed in Environmental Checklist Section 16 of the Initial Study (Appendix B), the Ordinance would have less than significant impacts related to recreation. Therefore, implementation of the reinstated Ordinance would not have additional impacts or more severe impacts on recreation than those analyzed by the 2010 General Plan EIR. No additional environmental assessment of recreation is required.

Transportation

Section 4.6, *Transportation*, of the 2010 General Plan EIR determined that 2010 General Plan-related trip generation in combination with existing and proposed cumulative development would result in inadequate emergency access and designated road and/or highways that would exceed the Congestion Management Agency service standards, and no feasible mitigation was identified. The 2010 General Plan EIR identifies mitigation measures TRAN-1E, TRAN-5A and TRAN-2B to reduce impacts; however, impacts would be significant and unavoidable. Other impacts were determined to be less than significant, including hazardous roadway design features. The County's certified LCP is applicable in the unincorporated coastal zone, and in general, requires a discretionary coastal permit for development. As such, all future projects pursuant to the 2010 General Plan or County's certified LCP would be required to conform to zoning, design standards, CEQA, and other regulations concerning transportation.

As discussed in Environmental Checklist Section 17 of the Initial Study (Appendix B), the Ordinance would have no impact related to conflicts with transportation programs and plans, and less than significant impacts related to transportation hazards and emergency access. However, development facilitated by the Ordinance would conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b), and would have potentially significant impacts related to vehicle miles travelled (VMT).

VMT impacts were not considered in the 2010 General Plan EIR. When the 2010 General Plan EIR was prepared, the metric used to analyze transportation impacts was level of service (LOS). LOS is a measure of delay and congestion, and evaluates how well a roadway or intersection operates for drivers. VMT measures the total amount of vehicle travel generated by a project or area, and focuses instead on how many vehicle miles are traveled rather than how congested roadways are. In 2010, LOS was the standard metric for evaluating transportation impacts under CEQA. In 2013, Senate Bill (SB) 743 was signed into law, which directed the Office of Planning and Research (now the Office of Land Use and Climate Innovation, or LCI) to establish new criteria for determining the significance of transportation impacts that better align with air quality and GHG emissions rather than congestion and roadway operation, and VMT became the metric for determining significant transportation impacts.

Pursuant to CEQA Guidelines Section 15007(b), new requirements adopted through amendments to the Guidelines apply only to steps in the CEQA process that have not yet been undertaken as of each amendment's effective date. Section 15007(c) further provides that a CEQA document which satisfied the content requirements in effect *at the time it was released for public review* is not required to be revised to conform to subsequently adopted guideline amendments prior to final approval. Pursuant to CEQA Guidelines Section 15064.3, VMT analysis requirements apply only as provided in CEQA Guidelines Section 15007. Because an EIR addendum is not subject to required public review pursuant to CEQA Guidelines Section 15164(c), preparation of an addendum does not trigger the application of new or amended CEQA requirements, including VMT analysis.

The Final EIR for the 2010 General Plan was certified in 2010, prior to the enactment and implementation of SB 743 and the associated VMT requirements in the CEQA Guidelines. Accordingly, and consistent with CEQA Guidelines Sections 15007 and 15164, VMT analysis and thresholds do not apply to this Ordinance. Although development facilitated by the Ordinance could result in increased VMT, the applicable CEQA framework does not require evaluation of VMT impacts for this action. Moreover, the 2010 General Plan EIR identified significant and unavoidable transportation impacts, and the Ordinance would not result in any new or more severe transportation impacts beyond those previously disclosed and evaluated.

Although EIR addenda are not subject to public review, as stated in CEQA Guidelines Section 15164(c), this Addendum shall be circulated for public review as a courtesy to the public, to provide an opportunity for public comment on the Addendum, and to disclose the basis for the County's decision-making and CEQA determination for the Ordinance.

Tribal Cultural Resources

California Assembly Bill 52 (AB 52) was adopted in 2014, after the 2010 General Plan EIR was certified. AB 52 expanded CEQA by requiring analysis of tribal cultural resources, defined as sites, features, places, cultural landscapes, sacred places, and objects with cultural value to a California Native American tribe. AB 52 also established a formal consultation process for California tribes regarding those resources. The consultation process must be completed before a CEQA document can be certified.

Although the 2010 General Plan EIR was certified prior to adoption of AB 52, the County consulted with Native American tribes pursuant to Government Code Section 65352.3. The County of Monterey initiated consultation with local Native American representatives in spring 2007. Six tribal groups were consulted through consultation efforts. The County met with representatives of the Ohlone Costanoan Esselen Nation (OCEN) Tribe on about six occasions to review general plan language relative to archaeology, burial sites, and paleontology. None of the other tribal groups responded to the request for consultation. Several language changes were suggested by the OCEN representatives and incorporated in the 2010 General Plan and the EIR, including General Plan Policies OS-8.1 and OS-8.3. Policy OS-8.1 states that unique burial sites will be identified and protected, and that burials, shrine sites, and sacred place locations shall be preserved in place to the greatest extent possible and as permitted by law Policy OS-8.3 states that, in areas known to contain burials or human cemeteries, development shall not modify, disturb, excavate, or develop within such areas until compliance with CEQA, the Native American Heritage Commission, the Health and Safety Code and Government Code, and any Memoranda of Understanding with a local tribe have been achieved. An OCEN representative was present at the Planning Commission hearings and agreed to the current 2010 General Plan language. Impacts related to tribal cultural resources were determined to be less than significant in the 2010 General Plan EIR. In addition, Public Resources Code Section 21080.3.1 requires consultation prior to the release of a negative declaration, mitigated negative declaration, or EIR, not an EIR addendum.

As discussed in Environmental Checklist Section 18 of the Initial Study (Appendix B), the Ordinance would have no new impacts related to tribal cultural resources not already identified and discussed in the 2010 General Plan EIR. Development facilitated by the Ordinance would continue to be subject to the County's planning review process, which would involve evaluating individual projects for consistency with the 2010 General Plan and applicable area plans that contain policies related to tribal cultural resources. Therefore, implementation of the reinstated Ordinance would not have additional impacts or more severe impacts to tribal cultural resources than those analyzed by the 2010 General Plan EIR. No additional environmental assessment of tribal cultural resources is required.

Utilities and Service Systems

Section 4.11, *Public Services and Utilities*, of the 2010 General Plan EIR determined that the General Plan would result in significant and unavoidable impacts related to future solid waste facilities. The County's certified LCP is applicable in the unincorporated coastal zone, and in general, requires a discretionary coastal permit for development. As such, all future projects pursuant to the General Plan or County's certified LCP would be required to conform to zoning, design standards, CEQA, and other regulations related to utilities and service systems. The General Plan EIR identifies mitigation measures PS-1 and PS-2 to reduce impacts by adding policies to the General Plan related to solid waste and low impact development techniques; however, impacts would be significant and unavoidable. All other impacts to utilities and service systems, such as stormwater drainage or wastewater facilities, would be less than significant.

As discussed in Environmental Checklist Section 19 of the Initial Study (Appendix B), the Ordinance would have less than significant impacts related to utilities and service systems. Therefore, implementation of

the reinstated Ordinance would not have additional impacts or more severe impacts to utilities and service systems than those analyzed by the 2010 General Plan EIR. No additional environmental assessment of utilities and service systems is required.

Wildfire

Section 20, *Wildfire*, was added to Appendix G in 2018 after the 2010 General Plan EIR was certified. The 2010 General Plan included a brief discussion of wildfire impacts, summarized in Section 4.13, *Hazards and Hazardous Materials*, of the 2010 General Plan EIR. This section determined that impacts related to wildfire would be less than significant. The County's certified LCP is applicable in the unincorporated coastal zone, and in general, requires a discretionary coastal permit for development. As such, all future projects pursuant to the General Plan or County's certified LCP would be required to conform to zoning, design standards, CEQA, and other regulations concerning wildfires.

Environmental Checklist Section 20 of the Initial Study (Appendix B) includes an expanded discussion of wildfire, in accordance with the most recent version of Appendix G of the CEQA Guidelines. As discussed therein, the Ordinance would have less than significant impacts related to wildfire. Therefore, implementation of the reinstated Ordinance would have neither additional impacts nor more severe impacts to wildfire than those analyzed by the 2010 General Plan EIR. No additional environmental assessment of wildfire is required.

Conclusion

Implementation of the amended and reinstated Ordinance would allow the use POU or POE as an alternative method to achieve uncontaminated water, following the lead of the State. The Ordinance would not involve site-specific projects nor changes in the currently adopted General Plan land uses or certified Local Coastal Program land uses. Therefore, development facilitated by the Ordinance amendments would continue to fall within the impact analysis in the County's 2010 General Plan EIR certified in October 2010. Future development facilitated by the Ordinance would be subject to applicable development standards and reviews under County plans, policies, and regulations, and future development involving discretionary review are subject to CEQA.

It has been determined through this analysis that the Ordinance amendments would not result in significant impacts or increase in severity of significant impacts beyond those addressed or analyzed in the 2010 General Plan EIR, nor does the Ordinance present new information that shows new significant impacts or more severe impacts than those described in the General Plan EIR. Therefore, no additional environmental assessment is required. Pursuant to Section 15162, the Ordinance is within the scope of the existing certified EIR, an addendum to the existing EIR is appropriate, and no new environmental document, such as a new EIR, is required.

Although CEQA Guidelines Section 15164(c) does not require public circulation of an EIR addendum, this Addendum is being circulated for informational purposes only, as a courtesy to the public, to disclose the basis for the County's CEQA determination for the Ordinance. The Monterey County Board of Supervisors shall consider the Addendum with the final 2010 General Plan EIR prior to deciding on the Ordinance.

List of Preparers

Rincon Consultants prepared this Addendum under contract to the County of Monterey Environmental Health Bureau. Persons involved in data gathering analysis, project management, and quality control are listed below.

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Appendix A

Proposed Amendments to the Point of Use/Point of Entry Ordinance

ORDINANCE NO._____

AN ORDINANCE OF THE COUNTY OF MONTEREY, STATE OF CALIFORNIA AMENDING CHAPTER 15.06 OF THE MONTEREY COUNTY CODE RELATING TO POINT-OF-USE AND POINT-OF-ENTRY WATER TREATMENT SYSTEMS

County Counsel Summary

This ordinance amends Chapter 15.06 to the Monterey County Code to authorize and regulate point-of-use (POU) and point-of-entry (POE) water treatment for new construction on a vacant existing lot of record that will be served by either a domestic water system or a private well that would otherwise not meet primary drinking water standards. The amendment requires that EHB approve the POU or POE device to be installed and that the applicant provide EHB with water test results following installation that verify the device's effectiveness. The amendment also requires that the property owner record a deed restriction regarding the installation of the POU or POE. Finally, this ordinance allows a POU or POE device to be used to meet water quality requirements for construction of an ADU that will be served by water system or a private well, provided that all dwelling units on the property also install a POU or POE device. This ordinance applies in the unincorporated area of the County of Monterey.

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

SECTION 1. FINDINGS AND DECLARATIONS.

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

B. This ordinance amendment is intended to ensure that the water delivered to new homes supplied by domestic water systems and private wells complies with applicable drinking water standards per Chapter 15 of Title 22 of the California Code of Regulations, as may be amended from time to time, and incorporated into Monterey County Code Chapter 15.04.110 with the objective of providing pure, wholesome, and potable water at all times. This ordinance amendment is intended to provide a new treatment option as an affordable means to accomplish this objective for new dwellings.

C. Centralized treatment systems treating contaminants of concern are expensive, and there is a lack of state funding for local small and state small water systems and limited state funding for privately owned public water systems. The installation of point-of-use ("POU") or point-of-entry ("POE") water treatment devices is a viable affordable option for property owners that want to construct new homes in these impacted water systems while allowing water systems sufficient time to pursue a long-term solution for provision of safe potable water, such as but not limited to centralized water treatment, a new well or consolidation.

D. On June 18, 2019, the Board of Supervisors ("Board") adopted Ordinance No. 5310, which addressed POE and POU treatment. Ordinance No. 5310 amended sections of Chapter 15.04 of the Monterey County Code and added a new Chapter 15.06 to authorize and regulate POU and POE water treatment by local small, state small, and small public water systems that would otherwise not meet primary drinking water standards. Ordinance No. 5310 also provided that if an individual property owner is seeking new construction on an existing legal lot with water that does not meet primary water quality standards, the owner may install POU or POE treatment as a means of satisfying water quality standards necessary for a construction permit for development.

E. On July 26, 2019, litigation was served on the County challenging the validity of Ordinance No. 5310 on a variety of grounds including California Environmental Quality Act ("CEQA") compliance.

F. On August 27, 2019, the Board adopted Ordinance No. 5316 which suspended the operation of Sections 3 and 6 and a portion of Section 5 of Ordinance No. 5310 until December 11, 2019. The suspended sections pertained to POU or POE treatment by local small water systems, state small water systems, and individual existing lots of record on private wells ("Suspended Sections").

G. On December 10, 2019, the Board adopted Ordinance No. 5322 which extended the suspension of the operation of Suspended Sections until further action of the Board.

H. On November 28,2023, the Board adopted Ordinance No. 5408 which allowed local and state small water systems to install POU or POE treatment on active service connections to bring the system into compliance with water quality standards.

I. Adoption of this ordinance reinstates and amends the Suspended Sections of Ordinance No. 5310 regarding approval of new construction using POU or POE to meet primary drinking water standards on existing lots of record served by either a domestic water system or private well.

J. Pursuant to a settlement agreement stemming from the CEQA litigation, the County hired a consultant to prepare an Initial Study to analyze the environmental impacts, if any, from this ordinance. Based on the findings of the Initial Study and applicable CEQA Guidelines (Title 14, Division 6, Chapter 3 of the California Code of Regulations), the County finds that an Addendum to the 2010 Monterey County General Plan Environmental Impact Report ("2010 General Plan EIR") is appropriate. CEQA Guidelines section 15164 requires the County, the lead agency, to "prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in [Guidelines] Section 15162 calling for preparation of a subsequent EIR have occurred." Those conditions include 1) substantial changes as to the project or the circumstances under which the project is undertaken that would require "major revisions of the previous EIR" due to either new significant environmental effects or a substantial increase in the severity of previously-identified significant effects; and 2) the discovery of "new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete" showing new significant effects not analyzed by the

previous EIR, increased severity of significant effects previously analyzed, or previously infeasible or new, considerably different mitigation measures or alternatives that would substantially reduce one or more significant project effects on the environment that the lead agency declines to adopt. None of these conditions exists. Consequently, and because the 2010 General Plan EIR included sufficient buildout assumptions to account for this project's effects, the CEQA Guidelines require the County to proceed by Addendum.

O. CEQA Guidelines section 15164(c) provides that an addendum "need not be circulated for public review." Nevertheless, the County publicly circulated the Addendum for public comment and response prior to bringing the Addendum to the Board of Supervisors for adoption together with this ordinance.

SECTION 2. Chapter 15.06 of the Monterey County Code is amended to read as follows:

Chapter 15.06

POINT-OF-USE (POU) AND POINT-OF-ENTRY (POE) WATER TREATMENT SYSTEMS

Sections:

15.06.010 – Findings and purpose.
15.06.020 – Definitions.
15.06.030 – Applicability.
15.06.040 – POU or POE Treatment Implementation Options.
15.06.050 – POU or POE Permit Requirements for Water Systems.
15.06.054 – POU and POE Requirements for New Dwelling Units.
15.06.057 – POU and POE Requirements for Additional Dwelling Units on a Property.
15.06.060 – POU and POE Treatment Device Technical Requirements for Water Systems.
15.06.070 – POU and POE Treatment Strategy for Water Systems.
15.06.080 – POU and POE Operations and Maintenance (O&M) Program for Water Systems.
15.06.090 – POU and POE Monitoring Program for Water Systems.
15.06.100 – POU and POE Recordkeeping and Reporting Requirements for Water Systems.
15.06.110 – POU and POE Water System Compliance.
15.06.120 – POU and POE Water System Enforcement.

15.06.010 Findings and purpose.

A. The County of Monterey regulates local small water systems consisting of two (2) to four (4) service connections, and state small water systems consisting of five (5) to

fourteen (14) service connections. Many of these water systems are impacted by contaminants of concern such as nitrate, arsenic, fluoride or chromium VI.

B. The County recognizes that centralized treatment systems treating contaminants of concern are expensive, and there is a lack of state funding for state and local small water systems. The installation of point-of-use (POU) or point-of-entry (POE) water treatment devices is a viable affordable option for these impacted water systems while they pursue a long term solution for provision of safe potable water such as but not limited to centralized water treatment, a new well, or consolidation.

C. POE treatment ensures that all water entering a structure provides a higher level of protection to public health from ingestion and exposure to contaminants than POU treatment.

D. POU treatment provides treated water at a single tap for reducing contaminants in drinking water only at that tap to protect public health from ingestion and exposure to contaminants.

E. On October 9, 2015, State of California Assembly Bill No. 434 ("AB 434") took effect. AB 434 amended California Health and Safety Code sections 116380 and 116552, which pertain to POE and POU treatment by public water systems.

F. On January 22, 2019, the State Water Resources Control Board adopted regulations that allow the permitted use of POE and POU treatment by public water systems in lieu of centralized treatment by making modifications to Title 22 of the California Code of Regulations, beginning with section 64417. On February 7, 2019, the State Water Resources Control Board submitted the adopted regulations to the Office of Administrative Law for review and approval. On March 22, 2019, the state regulations were signed by the Secretary of State and became effective. The state law applies to public water systems of 15 service connections or more and limits the use of POE and POU treatment to public water systems of fewer than 200 service connections and limits the period of use to three years or until funding for centralized treatment is available, whichever occurs first.

G. Monterey County Code Section 15.04.146(c) allows local small water systems (2 to 4 service connections) and state small water systems (5 to 14 service connections) to install POU or POE water treatment devices in conformance with the regulations of this Chapter. The purpose of this Chapter is to establish local County regulations, to govern the use of POE and POU treatment by local small water systems and state small water systems, similar to the recent changes in state law which govern larger public water systems.

H. By establishing regulations for POE and POU treatment, the County also recognizes that local small and state small water systems differ significantly in technical, managerial, and operational capacity in comparison to public water systems in that local small and state small water systems may find installation of centralized treatment financially, managerially, and operationally infeasible.

I. The County finds that bottled water use, although appropriate for disaster emergency response, is not a suitable alternative nor a permanent substitute for an

environmentally sustainable, financially affordable, readily accessible and reliable source of drinking water for local small and state small water systems.

J. This Chapter is also intended to provide an option for water quality treatment for owners of existing lots of record who are seeking approval of new development but whose water from a private well or existing local small, state small, or small public water system does not meet drinking water standards required for issuance of a construction permit. This chapter provides the option of POU or POE treatment meeting the standards of this chapter as a means of satisfying water quality requirements for permit issuance.

K. The County recognizes that the County has a housing shortage and allowing a POU or POE water treatment system may help facilitate new construction on existing lots of record upon which water quality does not meet drinking water standards.

~~J~~L. On December 4, 2018, the Board of Supervisors of the County of Monterey recognized the importance of the Human Right to Safe Drinking Water and passed Resolution No. 18-385 proclaiming that "every human being has the right to safe, clean, affordable and accessible water adequate for human consumption, cooking and sanitary purposes and that this right is extended to all residents of Monterey County including disadvantaged individuals and groups and communities in rural and urban areas".

M. The County recognizes that future land uses may include Accessory Dwelling Units (ADUs) that are served by an impacted water system. The occupants of ADUs, which may include tenants who do not control the water supply, have a human right to safe drinking water. Consequently, this chapter requires new ADUs and existing main dwellings to either satisfy primary drinking water standards or to install a POU or POE treatment system meeting established criteria prior to approval for occupancy

15.06.020 Definitions.

Words used in the present tense include the future as well as the present. Words used in the masculine gender include the feminine and neuter. The singular includes the plural and the plural the singular.

As used in this Chapter, unless otherwise apparent from the context:

A. "Accessory dwelling unit" has the same meaning as "dwelling unit, accessory" set forth in Monterey County Code section 21.06.372, as may be amended from time to time.

B. "Active service connection" means a service connection, as defined in Subsection (S) of this Section, that serves an already existing habitable structure.

C. "Centralized treatment" means a single treatment plant or device that treats all of the water supplied by a water system for human consumption.

D. "Consumer" means a customer or person served by the water system.

E. “Contaminant” means any physical, chemical, biological, or radiological substance or matter in water.

F. “Department” means the Monterey County Health Department.

G. “Director” means the Director or authorized representative of the Monterey County Health Department, designated to carry out the drinking water program.

H. "Domestic water system" means any water system including a local small water system, state small water system, or small public water system.

I. “Dwelling unit” has the same meaning as set forth in Monterey County Code section 21.06.370, as may be amended from time to time.

J. “Human consumption” means the use of water for drinking, bathing or showering, hand washing, food preparation, cooking, or oral hygiene.

K. “Impacted water system” means a domestic water system that does not meet primary water quality standards per Chapter 15 of Title 22 of the California Code of Regulations, as may be amended from time to time, as such standards are incorporated into Chapter 15.04.110 of the Monterey County Code.

L. “Laboratory” for the purposes of this Chapter means a laboratory that is accredited by the California Environmental Laboratory Accreditation Program.

M. “Local small water system” means a system for the provision of piped water for human consumption that serves at least two (2), but not more than four (4), service connections. It includes any collection, treatment, storage, and distribution facilities under control of the operator of such system which are used primarily in connection with such system, and any collection or pretreatment storage facilities not under the control of the operator which are used primarily in connection with such system. “Local small water system” does not include two (2) or more service connections on a single lot of record where none of the dwellings are leased, rented or offered for remuneration.

N. “Maximum contaminant level” or “MCL” means the maximum permissible level of a contaminant in water.

O. “Person” includes an individual, firm, association, partnership, corporation, and public entity.

P. “Point-of-entry” or “POE” means a treatment device applied to the drinking water entering a house or building for the purpose of reducing contaminants in the drinking water distributed throughout the house or building. Notwithstanding the foregoing, where all the water supplied by a water system for human consumption is treated by the water system via a single device or facility, regardless of location of the device or facility, the water system shall be considered to have centralized treatment.

Q. "Point-of-use" or "POU" means a treatment device applied to a single tap for the purpose of reducing contaminants in drinking water at that tap.

R. "Primary water quality standards" means drinking water standards per Chapter 15 of Title 22 of the California Code of Regulations, as may be amended from time to time, as such standards are incorporated by reference into section 15.04.110 of the Monterey County Code.

S "Private well" means a source that both serves a single lot of record and does not meet the definition of a domestic water system. Private wells also include other sources such as a spring or creek.

~~S~~T. "Service connection", consistent with Section 21.06.1010, of the Monterey County Code, means a connection to any habitable structure, except a guesthouse, or parcel which uses potable water from a water system for domestic and not agricultural purposes.

In addition, pursuant to California Health and Safety Code Section 116275(s), "service connection" means the point of connection between the customer's piping or constructed conveyance, and the water system's meter, service pipe, or constructed conveyance. A connection to a system that delivers water by a constructed conveyance other than a pipe shall not be considered a connection in determining if the system is a public water system if any of the following apply:

1. The water is used exclusively for purposes other than residential uses, consisting of drinking, bathing, and cooking or other similar uses.

2. The Health Officer determines that the alternative water to achieve the equivalent level of public health protection provided by the applicable primary drinking water regulation is provided for residential or similar uses for drinking and cooking.

3. The Health Officer determines that the water provided for residential or similar uses for drinking, cooking, and bathing is centrally treated or treated at the point of entry by the provider, a pass-through entity, or the user to achieve the equivalent level of protection provided by the applicable primary drinking water regulations.

~~T~~U. "State small water system" means a system for the provision of piped water to the public for human consumption that serves at least five (5), but not more than fourteen (14), service connections and does not regularly serve drinking water to more than an average of twenty-five (25) individuals daily for more than sixty (60) days out of the year. It includes any collection, treatment, storage, and distribution facilities under control of the operator of such system which are used primarily in connection with such system, and any collection or pretreatment storage facilities not under the control of the operator which are used primarily in connection with such system.

15.06.030 Applicability.

This Chapter applies to new and existing local small and state small water systems~~.~~, individual property owners whose property is part of an impacted water system and individual

property owners with a private well that do not meet primary water quality standards in the unincorporated area of the County of Monterey. ~~This Chapter only applies to active service connections~~.

15.06.040 POU or POE Treatment Implementation Options.

A. A local small or state small water system (2-4 connections and 5-14 connections respectively) may be permitted to use effective POU or POE treatment devices. Water systems who choose this alternative will be deemed as a "*Compliant Water System Utilizing Treatment*" if 100% of the service connections have installed a POU or POE treatment device in accordance with this Chapter and the water system meets the requirements of Section 15.06.110 of this Chapter.

B. A property owner seeking a construction permit for a new dwelling unit on a legal lot of record which will be served by either an impacted water system that is unable to meet the requirements of a compliant water system or a private well that does not meet primary water quality standards may choose to install an effective POU or POE treatment per Monterey County Code Section 15.06.054.

C. A property owner seeking a construction permit for an additional new or converted dwelling unit such as an accessory dwelling unit (ADU), that is served by an impacted water system or private well that does not meet primary water quality standards may choose to install an effective POU or POE treatment per Monterey County Code Section 15.06.057.

~~B~~D. For local small water systems, ~~and~~ state small water systems, and individuals served by an impacted water system or private well, POU treatment is not allowed for treatment of microbial contaminants, volatile organic chemicals, organic chemicals that pose an inhalation risk, or radon.

~~C~~E. POU treatment or POE treatment is not authorized as the means to establish proof of water quality for applications for new subdivisions. Discretionary approval for new subdivisions shall not be conditioned to use POU treatment or POE treatment for water systems as the means by which the lots to be created by the subdivision would meet primary water quality standards.

15.06.050 POU or POE Permit Requirements for Water Systems.

A. A local small or state small water system that chooses to implement a POU or POE treatment program must apply for and obtain an amendment to the water system permit pursuant to Monterey County Code Section 15.04.070 prior to use of POU or POE treatment. The applicant must do the following:

1. Submit an application for a permit amendment to implement a POU or POE treatment program on such form as the Department may prescribe.

2. For a mutual water company or shared well, provide a copy of the articles of incorporation or a valid water system agreement, which indicates who is responsible for complying with water system permitting requirements. If the mutual water company or shared well does not have articles of incorporation or a valid water system agreement, then articles of incorporation or a written water system agreement must be adopted in order to establish responsibility for complying with water system permitting requirements for the POU or POE treatment.

3. Provide documentation that the proposed POU or POE treatment device complies with the treatment device technical requirements pursuant to Monterey County Code Section 15.06.060.

4. Submit a POU or POE treatment strategy pursuant to Monterey County Code Section 15.06.070 for the Director's review and approval.

5. Submit a POU or POE operations and maintenance program pursuant to Monterey County Code Section 15.06.080 for the Director's review and approval.

6. Submit a POU or POE monitoring program pursuant to Monterey County Code Section 15.06.090 for the Director's review and approval.

7. Provide evidence that 100% of the service connections will participate in the approved POU or POE treatment.

B. The Director shall issue the permit amendment to the water system if all of the following requirements are met:

1. Applicant has submitted the application and all required supporting documentation;

2. The POU or POE treatment device meets technical requirements in accordance with this Chapter;

3. The Director has approved the treatment strategy, operations and maintenance program, and monitoring program in accordance with this Chapter;

4. The water system has demonstrated that 100% of the service connections will participate in the approved POU or POE treatment; and

5. The water system is in compliance with annual operating fee requirements as stated in Monterey County Code Section 15.04.150.

C. The Director may issue the permit amendment to the water system per Subsection B of this Section if all requirements except Subsection B(4) are met, but the water system would not be deemed a fully compliant system.

D. The permit amendment for a POU or POE treatment device shall be valid for one (1) year. The permit amendment must be renewed annually in order for the water system to be

deemed a "*Compliant Water System Utilizing Treatment*". In order to renew the permit amendment, the water system shall submit to following to the Director for review and approval:

1. Application for renewal;

2. Records maintained per Monterey County Code Section 15.06.100; and

3. If opportunities for grant funding resources to support long term water treatment solutions become available, the water system shall demonstrate that it is pursuing such funding in order to be eligible for renewal.

E. The Director shall issue the renewed permit amendment to the water system if all of the following requirements are met:

1. Applicant has submitted the application for permit renewal and all required supporting documentation.

2. The most recent test of each installed POU or POE meets primary water quality standards.

3. The water system is in compliance with the Director approved treatment strategy, operations and maintenance program, and monitoring program in accordance with this Chapter.

4. The water system has demonstrated that 100% of the service connections have an approved POU or POE treatment.

5. The water system is in compliance with annual operating fee requirements as stated in Monterey County Code Section 15.04.150.

15.06.054 POU and POE Requirements for New Dwelling Units.

A. A property owner seeking a construction permit for a new dwelling unit on a vacant lot that will be served by either an existing impacted water system or private well that does not meet primary water quality standards may install a POU or POE treatment to satisfy water quality requirements for issuance of the construction permit if all of the following requirements are met:

1. Prior to County issuance of a construction permit, the applicant shall submit plans to the Director for review and acceptance of a private POU or POE treatment device that will produce water that meets primary water quality standards;

2. The POU or POE treatment device shall either be selected from the California State Water Resources Control Board list of approved devices for the specific contaminant impacting the water system or shall be independently certified in accordance with the American National Standard Institute ("ANSI") standards;

3. The applicant shall provide the Director with copies of both a the real property's legal description and most current grant deed. The Director will prepare a deed restriction form to be signed and recorded by the property owner. The purposes of the deed restriction are to notify the current and future owners of the property that a POU or POE water treatment system has been installed on the property, that the water treatment system is necessary to meet primary water quality standards, and that the property owner is responsible to operate and maintain the system in accordance with the manufacturer's specifications.

4. Prior to final inspection of a construction permit, the applicant shall submit water quality analysis results of a treated water sample to demonstrate that the installed Director- approved water POU or POE treatment system produces water that meets primary water quality standards.

5. Prior to County issuance of final occupancy, the applicant shall provide documentation to the Department that the Director- prepared deed restriction has been signed and recorded in the Office of the Recorder of the County of Monterey.

B. If a new dwelling unit will be served by a well that does not meet primary water quality standards and will require creation of a new local or state small water system, the water system will be required to be a *Compliant Water System Utilizing POU or POE Treatment* in order to be an approved source for the construction permit for a new dwelling unit.

C. A property owner seeking a construction permit for a new dwelling unit that will be served by a water system that has a permit amendment for POU or POE treatment will be required to install a treatment device in conformance with the water system POU/POE Treatment Strategy prior to County issuance of final occupancy.

15.06.057 POU and POE Requirements for Additional Dwelling Units on a Property.

A. A property owner seeking a construction permit for an additional new or converted dwelling unit such as an accessory dwelling unit (ADU) that is served by either an impacted water system or private well that does not meet primary water quality standards may install a POU or POE treatment to satisfy water quality requirements for issuance of the construction permit if all of the following requirements are met:

1. Prior to approval of a construction permit, the applicant shall submit plans to the Director for review and acceptance of a private POU or POE treatment device that will produce water that meets primary water quality standards. The approved POU or POE treatment device must be installed on each dwelling unit on the property;

2. The POU or POE treatment device shall be selected from the California State Water Resources Control Board list of approved devices for the specific contaminant impacting the water system or shall be independently certified in accordance with the American National Standard Institute ("ANSI") standards;

3. The applicant shall provide a copy of the real property's legal description and a copy of the grant deed for the subject property to the Director. The Director will prepare the deed restriction form to be signed and recorded by the property owner. The purpose of the deed restriction is to notify the current and future owners of the property that a POU or POE water treatment system has been installed on the property, that the water treatment system is necessary to meet primary water quality standards, and that the property owner is responsible to operate and maintain the system in accordance with the manufacturer's specifications;

4. Prior to final inspection of a construction permit, the applicant shall submit water quality analysis results of a treated water sample to demonstrate that each installed Director- approved water POU or POE treatment system produces water that meets primary water quality standards; and

5. Prior to County issuance of final occupancy, the applicant shall provide documentation to the Department demonstrating that the Director-prepared deed restriction has been signed and recorded in the Office of the Recorder of the County of Monterey.

15.06.060 POU and POE Treatment Device Technical Requirements for Water Systems.

A. Each POU and POE treatment device for a water system must meet all of the requirements set forth below.

1. The POU or POE treatment device shall be selected from the California State Water Resources Control Board list of approved devices for the specific contaminant impacting the water system or shall be independently certified in accordance with the American National Standard Institute ("ANSI") standards.

2. The POU or POE treatment device shall be approved by the Director, following a review of, without limitation, the POU or POE unit's design, construction, treatment performance, waste disposal, and available field or pilot test results.

3. The POU or POE treatment device shall be installed, controlled, operated, and maintained by the water system, or a person under contract with the water system with the water system retaining responsibility, to ensure proper operation, maintenance, monitoring, and compliance with this Chapter and Monterey County Code Section 15.04.110 drinking water standards. For a mutual water company or shared well, if agreed upon by each property owner, the water system may delegate authority for installation, operation, maintenance, and sampling to each property owner.

4. If the POU or POE treatment device is a reverse osmosis system, it shall be equipped with a total dissolved solid in-line analyzer.

5. If the POU or POE treatment device utilizes an adsorptive media, the system shall be equipped with a totalizing flow meter, if requested by the Director.

B. Pilot testing shall be performed by the water system, or a person under contract with the water system on each proposed type of POU or POE treatment device to establish its use limitations and operations and maintenance criteria, as well as verification that it will produce effluent that meets primary water quality standards under the water system's expected influent water quality and flow conditions.

1. Prior to performing pilot testing, a pilot testing protocol shall be submitted to the Director for review, and the water system shall obtain Director approval of the protocol.

2. Pilot testing for a POU or POE treatment device shall be conducted in the manner and for the time period specified by the pilot testing protocol for that POU or POE treatment device. Water quality samples for the constituent of concern shall be collected upon initial installation and a second test shall be conducted eight (8) weeks after the initial test, and both shall be submitted to a laboratory. Each sampling event shall include a raw and treated water sample. The water system shall request the laboratory to submit sample results to the Director.

15.06.070 POU and POE Treatment Strategy for Water Systems.

Prior to installing a POU or POE treatment device, a water system shall comply with a Director-approved POU/POE Treatment Strategy. The POU/POE Treatment Strategy shall include all of the following:

A. Specify the primary water quality standard for which treatment is proposed.

B. A description of how the water system will determine the type, number, and location of the POU or POE treatment devices to ensure a sufficient number of devices are installed for human consumption at all locations where there will be human consumption or use for food preparation.

C. The basis for the POU or POE treatment device selection.

D. The qualifications and identification of the person(s) responsible for the POU or POE treatment device installation, operation, maintenance, and water quality sampling and analyses. For a mutual water company or shared well, if agreed upon by each property owner, the water system may designate each property owner as the person responsible for their own POU or POE treatment device's installation, operation, maintenance, and water quality sampling and analyses.

E. A consumer education program to be implemented prior to and following installation of the POU or POE treatment device.

F. The authority that allows the water system's representatives access to consumers' premises for POU or POE treatment device installation, maintenance, and water quality monitoring, as well as the surveys necessary to meet Subsection (B) of this Section. For a mutual water company or shared well, if agreed upon by each property owner, the water system may designate each property owner as the person responsible for their own POU or POE treatment device's installation, operation, maintenance, and water quality sampling and analyses.

G. A plan to be used in the event an installed POU or POE treatment device fails to produce water that meets primary water quality standards that includes:

1. A consumer notification protocol, along with example notices, consistent with this Section 15.06.070; and

2. A plan for provision of an alternative water supply, meeting primary water quality standards, to consumers served by such installed POU or POE treatment devices.

H. An ongoing consumer notification protocol that includes:

1. Notices in the language(s) appropriate for communication with the consumers, distributed by mail, email or other electronic form such as text messaging; and

2. Annual notices informing the consumers:

a. That only the taps for which a POU or POE treatment device is installed provide water meeting primary water quality standards; and

b. The purpose and operational requirements for using the in-line total dissolved analyzer, if applicable as per Monterey County Code Section 15.04.080(A)(4).

15.06.080 POU and POE Operations and Maintenance (O&M) Program for Water Systems.

A. Prior to installing a POU or POE treatment device, a water system shall submit a POU/POE Operations and Maintenance (O&M) Program for Director review and shall obtain Director approval of the Program. The POU/POE O&M Program shall include, but not be limited to, the following:

1. An installation protocol that, at a minimum, describes locations and assurances that the POU or POE treatment devices will be accessible for operation and maintenance;

2. The type and frequency of maintenance, at intervals specified by the manufacturer and determined by pilot testing, whichever is shorter, that ensures the POU or POE treatment device produces effluent that meets primary water quality standards;

3. A list of replacement parts for the POU or POE treatment device;

4. Replacement schedules for critical components;

5. The qualifications and identification of the person(s) responsible for the POU or POE treatment device installation, operation, and maintenance; and

6. POU or POE treatment device waste-handling and disposal procedures.

B. A protocol for how the water system shall ensure that the POU or POE treatment device is functioning properly at least every twelve (12) months.

C. Based on the ongoing operation and maintenance of installed POU or POE treatment devices, a water system shall revise its POU or POE O&M Program as necessary to ensure continuous effective treatment and to ensure that systems produce effluent that meets primary water quality standards. The Revised POU or POE O&M Program shall be submitted to the Director for review and approval prior to implementation of the revised Program.

D. A water system shall maintain a copy of and implement its most recent POU/POE O&M Program prepared and approved pursuant to this Section.

15.06.090 POU and POE Monitoring Program for Water Systems.

A. A water system shall submit a POU/POE Monitoring Program to the Director for review and shall obtain Director approval of the Monitoring Program. The samples shall be analyzed by a laboratory as defined by Monterey County Code Section 15.06.020(l). At a minimum, the POU/POE Monitoring Program shall include monitoring of the contaminant(s) for which the water system has applied to use the POU or POE treatment device, as follows:

1. Initial POU/POE effluent, with samples collected as soon as possible but no later than seventy-two (72) hours after a device is installed;

2. Annual POU/POE effluent, following the monitoring in Subsection (A)(1) with one quarter (1/4) of all units sampled quarterly on a rotating basis; and

3. Quarterly source water monitoring, with samples collected during the same month (first, second, or third) of each calendar quarter. After one year of monitoring, a water system may apply to the Director for reduced ongoing monitoring if current and historical results do not indicate an upward trend in contaminant levels.

B. The Director may require further monitoring for the contaminant of concern or other contaminants, including microbial contaminants, based on monitoring results, the health risk associated with the contaminant, POU/POE technology, or a water system's compliance with this Chapter.

C. The water system shall revise its POU/POE Monitoring Program as necessary based on the ongoing operation and maintenance of installed POU or POE treatment systems or additional monitoring required pursuant to Subsection (B) of this Section. The Revised

POU/POE Monitoring Program shall be submitted to the Director for review and approval prior to implementation of the revised Program.

D. The water system shall maintain a copy of and implement its most recent POU/POE Monitoring Program prepared and approved pursuant to this Section.

E. If an ongoing POU/POE effluent sample result exceeds any primary water quality standard, the water system shall take all of the following actions:

1. Implement the public notification and alternative water procedures identified in its Director-approved POU/POE Treatment Strategy.

2. Except as noted in Subsection (E)(3) below, collect a confirmation sample within seven (7) days of notification of the exceedance.

3. For an exceedance of a nitrate, nitrite, nitrate plus nitrite, or perchlorate Maximum Contaminant Level (MCL):

a. As soon as possible, but no later than twenty-four (24) hours following notification of an exceedance, provide each affected consumer with notification; and

b. Collect a confirmation sample within seventy-two (72) hours of notification of the exceedance.

4. If the confirmation sample or the average of the original and confirmation sample exceeds the MCL, notify the Director within twenty-four (24) hours of the result, complete corrective actions as soon as possible but within one (1) month of receipt of the result, and increase the monitoring frequency if requested to do so by the Director.

15.06.100 POU and POE Recordkeeping and Reporting Requirements for Water Systems.

A. The water system shall direct the laboratory which analyzes any water quality samples collected pursuant to this Chapter to submit all such water quality results to the Director;

B. A water system shall maintain and submit the following records to the Director as follows:

1. The date and type of maintenance and repairs performed; and

2. Any investigations and/or corrective action(s) taken to ensure the POU or POE treatment device meets the requirements of this Chapter including, but not limited to, POU/POE maintenance, property owner complaints, inspection results, and manufacturer notices pertaining to proper operation of devices.

C. The reports required pursuant to Subsection (B)(1) and (B)(2) of this Section shall be submitted to the Director with the annual permit renewal application.

15.06.110 POU and POE Water System Compliance.

A water system utilizing POU or POE treatment devices for compliance shall be considered a Compliant Water System Utilizing Treatment if:

A. 100% of the service connections, including all dwelling units on the property, have installed a POU or POE treatment device in accordance with this Chapter;

B. The water system follows the requirements in Section 15.06.090(E) if an individual POU or POE treatment device effluent fails to meet primary water quality standards;

C. The water system is compliant with the Director-approved POU or POE Treatment Device Technical Requirements, Treatment Strategy, Operations and Maintenance Program, Monitoring Program, and Recordkeeping and Reporting requirements in accordance with this Chapter; and

D. The water system's utilization of the POU or POE treatment device complies with all requirements of this Chapter.

15.06.120 POU and POE Water System Enforcement.

A. If a water system that has been deemed a Compliant Water System Utilizing Treatment violates the requirements of this Chapter, the County may in its discretion, in addition to all other remedies, take such enforcement actions as are authorized by the Monterey County Code and by law, including enforcement pursuant to Chapter 15.04 as applicable to water systems.

B. In the event of a violation of this Chapter, the County may in its discretion, in addition to all other remedies, take such enforcement actions as are authorized by the Monterey County Code and by law.

SECTION 5. 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 6. EFFECTIVE DATE. Under California Government Code section 25123, this Ordinance shall become effective on the thirty-first day following its adoption.

PASSED AND ADOPTED on this ___ day of _____, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Wendy Root-Askew, 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 BY:

Kelly L. Donlon
Assistant County Counsel

Appendix B

Initial Study for the Point of Use/Point of Entry Ordinance Amendments

Point of Use/Point of Entry Ordinance Amendments

Initial Study

prepared by

County of Monterey
Environmental Health Bureau
1270 Natividad Road
Salinas, California 93906
Contact: Ric Encarnacion, MPH, REHS

prepared with the assistance of

Rincon Consultants
80 Garden Court, Suite 240
Monterey, California 93940

May 2026

RINCON CONSULTANTS

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Appendix A CalEEMod Modeling Results

Initial Study

1. Project Title

Point of Use/Point of Entry Ordinance Amendments

2. Lead Agency Name and Address

County of Monterey Environmental Health Bureau
1270 Natividad Road
Salinas, California 93906

3. Contact Person and Phone Number

Ric Encarnacion MPH, REHS
Bureau Chief, Director of Environmental Health
(831) 755-4505

4. Project Location

The project consists of the implementation of an amended ordinance that would apply to all local small, State small, and public water systems in the unincorporated area of Monterey County. Figure 1 shows the locations of these water systems and the planning areas of Monterey County. Figure 2 shows water systems with “Subject Lots,” where development facilitated by the project is anticipated to occur.

5. General Plan Designation

The amended ordinance would apply to all local small, State small, and public water systems in unincorporated Monterey County, which have varying land use designations. The general plan land use designations of water systems where development is anticipated to occur as a result of the project are shown in Table 2.

6. Zoning

The amended ordinance would apply to all local small, State small, and public water systems in unincorporated Monterey County, which have varying zoning districts. The zoning districts of water systems where development is anticipated to occur as a result of the project are shown in Table 2.

Figure 1 Local Small, State Small, and Public Water Systems in Monterey County

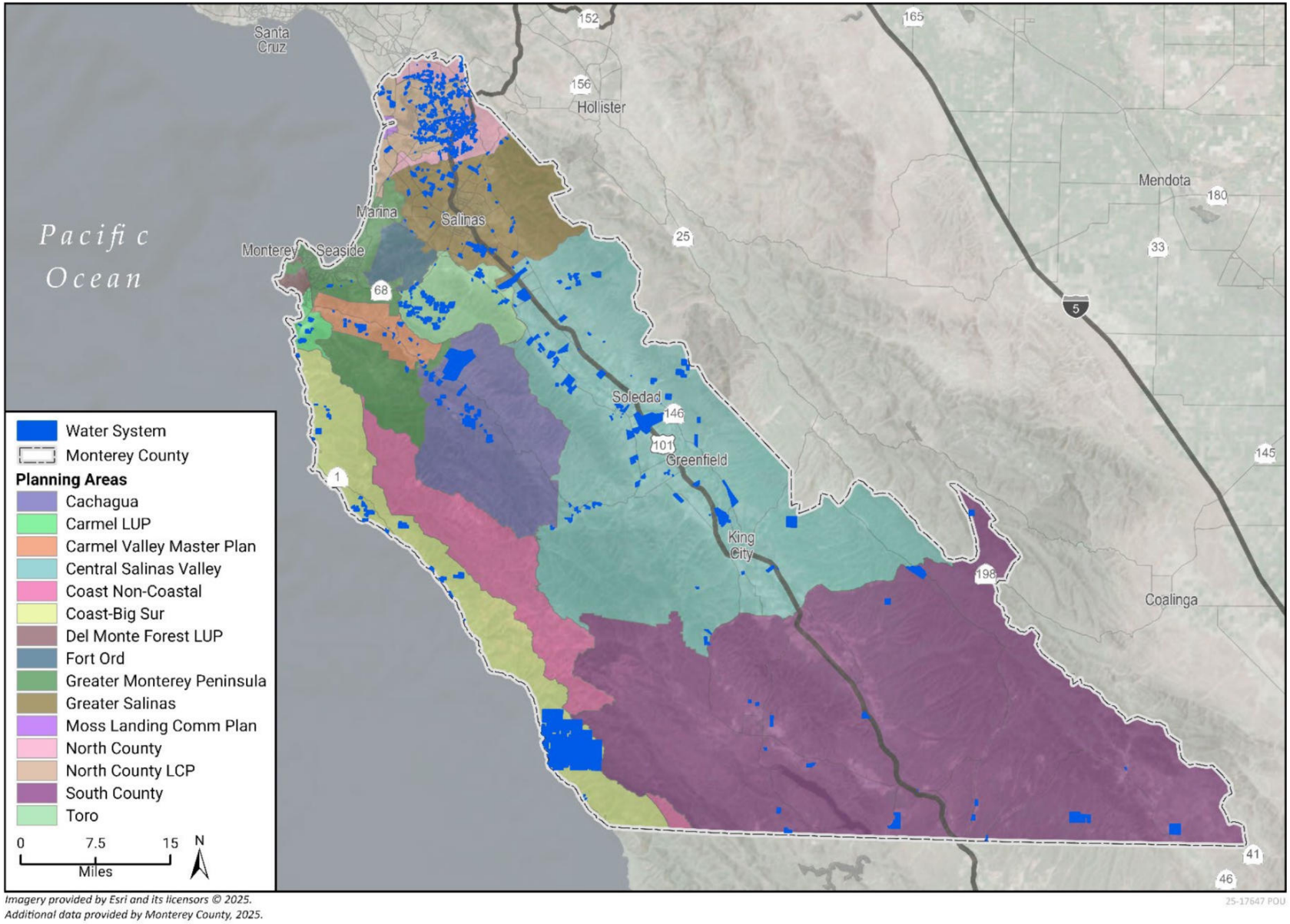
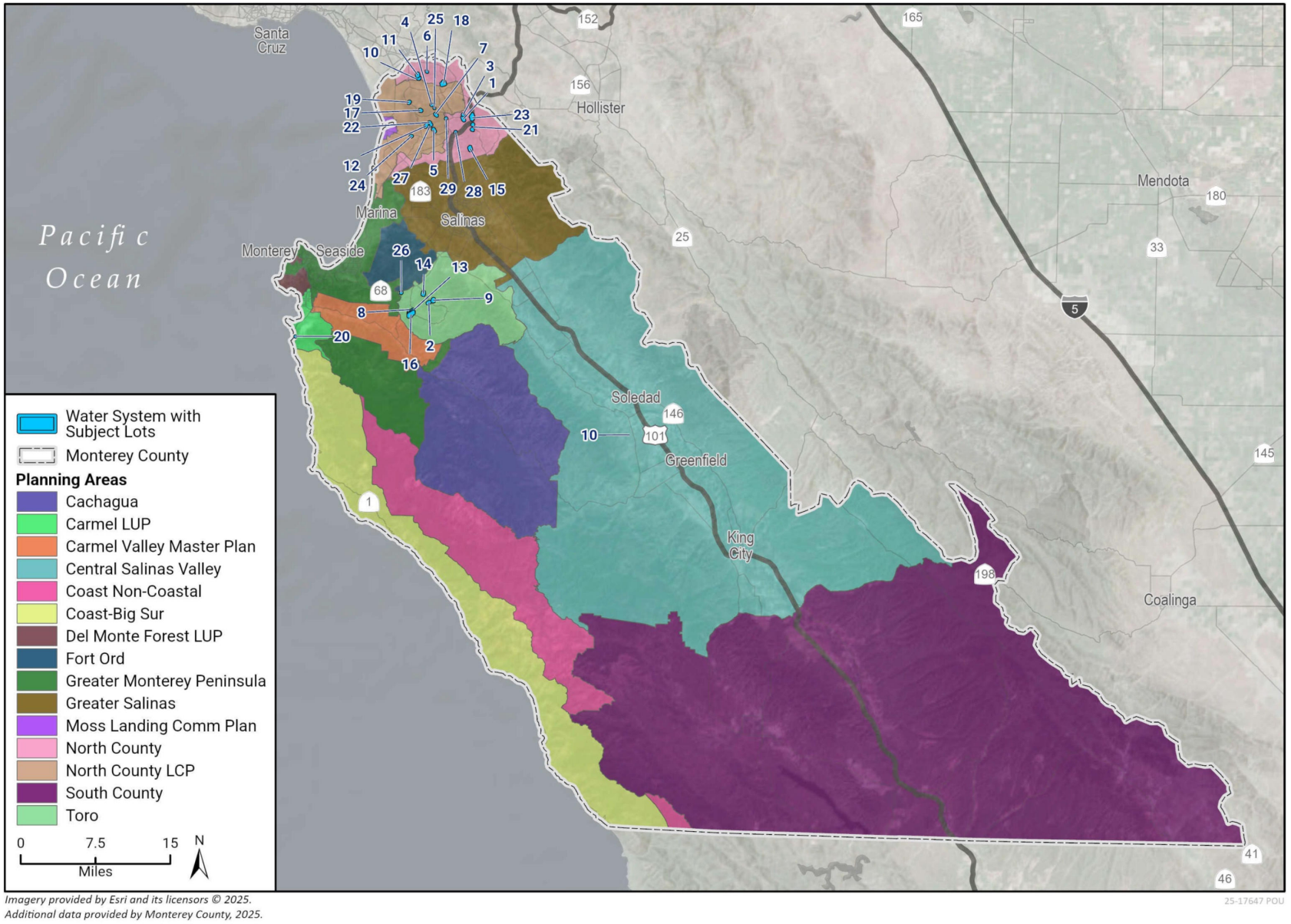


Figure 2 Water Systems with Subject Lots



7. Project Background

Water Systems, Regulations, and Compliance

The County of Monterey Environmental Health Bureau (EHB) regulates local small and State small water systems, including local small water systems with two to four service connections and State small water systems with five to 14 service connections. There are also public water systems, with 15 to 199 connections, that are no longer regulated by EHB but are still subject to the project considered herein. These water systems are drinking water well systems that typically serve multiple homes or parcels. The systems must comply with primary drinking water standards as established by Title 22 of the California Code of Regulations, incorporated by reference in Chapter 15.04 (Section 15.04.110) of the Monterey County Code.

Currently, many local small, State small, and public water systems in Monterey County are unable to meet drinking water standards due to contamination from substances such as nitrate, arsenic, fluoride, cadmium, hexavalent chromium, and 1,2,3-Trichloropropane. Many water systems in Monterey County are out of compliance for primary drinking water standards and maximum contaminant levels (MCLs), which poses public health risks. A water system or private well is out of compliance if it exceeds any of the following MCLs:[1]

- 0.005 micrograms per liter (µg/L) of 1,2,3-Trichloropropane (TCP)
- 5 µg/L of cadmium
- 10 µg/L of arsenic
- 10 µg/L of hexavalent chromium
- 2,000 µg/L of fluoride; and/or
- 10,000 µg/L of nitrate

Prior to passage of the Ordinance considered in this Addendum, options for water systems to comply with MCLs included consolidation with a neighboring compliant water system, drilling a new well, or installation of a centralized treatment system on an existing well. These compliance pathways are often infeasible due to geographic, technical, or financial constraints. If neighboring water systems are also noncompliant, water systems cannot be consolidated for compliance, meaning that drilling a new well may be both physically and financially difficult. Centralized treatment systems, in which a shared water treatment facility treats an entire water system from a single point typically at the water's source, are often complex and expensive. Further, because the entire water system with a centralized treatment system must comply with MCLs before a new water connection is added, it is often practically prohibitive to both propose development and add a new connection to the system.

To address these constraints, the Monterey County Board of Supervisors adopted Ordinance No. 5310 (Ordinance) on June 18, 2019. The Ordinance amended Chapter 15.04 and enacted Chapter 15.06 of the Monterey County Code to address point of entry ("POE") and point of use ("POU") water treatment when water supply does not meet primary drinking water standards. The Ordinance would allow treatment of water quality at the POU (such as a faucet) or POE (such as the entrance to a house) for existing non-compliant water systems, where previously only centralized treatment for these water systems (i.e., at the source) was allowed. The Ordinance would also enable building permit requirements to be met for water quality for individual vacant lots within non-compliant water systems and individual lots not within water systems if POU or POE water treatment were installed,

[1] State Water Resources Control Board. 2025. MCLs, DLRs, and PHGs for Regulated Drinking Water Contaminants. https://www.waterboards.ca.gov/drinking_water/certlic/drinkingwater/documents/mclreview/mcls_dlrs_phgs.pdf (accessed January 2026).

and certain requirements were met. The Ordinance was modeled after State regulations that apply to public water systems with more than 14 connections.

Environmental Review and Ordinance Suspension

In June 2019, the County determined that adoption of the Ordinance was categorically exempt from CEQA. The State regulations, which the Ordinance was modeled after, were also adopted in reliance upon certain categorical exemptions under CEQA. After adoption of the Ordinance, concerns were raised regarding the validity of the Ordinance on a variety of grounds, including insufficient CEQA review. These concerns included assertions that the Ordinance could be growth-inducing, in that POU or POE water treatment devices would remove a barrier to development, ultimately facilitating the development of vacant lots within local small, State small, and public water systems and development on individual lots served by wells that do not meet water quality standards. Based on these considerations, questions were raised as to whether reliance on a categorical exemption was appropriate.

To provide time to further evaluate the Ordinance, the Board of Supervisors adopted a subsequent ordinance on August 27, 2019 to suspend portions of the Ordinance (hereinafter referred to as the "Suspended Sections") until December 11, 2019. On December 10, 2019, the Board of Supervisors adopted an ordinance to extend this suspension until further action of the Board. The Suspended Sections would have governed use of POU and POE water treatment devices on individual wells that serve individual lots that are not within water systems where the well water does not meet drinking water standards. POU or POE water treatment devices on these types of lots (single lot, individual well) have been approved by EHB in recent years if certain requirements are met; the Suspended Sections would have codified this practice. The sections in the Ordinance pertaining to small public water systems (15 or more connections) remained. They went into effect because those systems are subject to existing State law and regulations that govern the use of POU or POE water treatment devices.

On November 28, 2023, the Board of Supervisors adopted Ordinance 23-020, which reinstated a portion of the Suspended Sections that allows POU and POE treatment on properties with active service connections in local small and state small water systems. This action is different from the Ordinance considered in this Addendum, as it applies to active service connections only, and does not allow the use of POU or POE treatment to result in new development. EHB now proposes to further amend the Ordinance to allow the use of POU and POE on vacant legal lots of record and/or ADUs within water systems that are out of compliance with water quality standards, which would allow new development. As part of the County's efforts to resolve the issues raised and to ensure appropriate environmental review, the County has retained a consultant to conduct review of the Ordinance pursuant to CEQA.

8. Description of Project

Reinstated Ordinance

The "project" considered in this Addendum consists of adoption and implementation of the amended and reinstated Ordinance, which would allow the use of POU and POE water treatment devices non-compliant properties on private wells and to lots in all local small, State small, and public water systems in the unincorporated area of Monterey County. The proposed amendments to the Ordinance are shown in Appendix A.

The project would potentially increase the number of parcels where POU or POE water treatment may be used, and could increase buildout compared to baseline growth. Pursuant to the settlement agreement, EHB has evaluated potential growth that could be made possible by the reinstated Ordinance in this Initial Study. The following sections discuss how the physical extent of potential buildout facilitated by the project was estimated.

Potential Buildout Facilitated by the Reinstated Ordinance

Determination of Subject Lots

Parcels which may not otherwise be feasibly or affordably developed without adoption of the Ordinance are referred to "Subject Lots" in this Initial Study. Subject Lots are located in water systems that are out of compliance with MCLs, as described and listed above in "Water Systems, Regulations, and Compliance." To estimate the number of Subject Lots where development facilitated by the Ordinance would occur, potential development scenarios were identified, as the Ordinance would allow multiple pathways for local small, State small, and public water systems to achieve water quality compliance. These development scenarios are intended to capture a comprehensive range of scenarios in which development could be facilitated by the Ordinance; however, there could be unique situations not identified herein.

Development Scenarios

Development Scenario 1 Use of POU or POE water treatment devices to achieve compliance for an existing water system with no inactive connections

Development Scenario 2 Approval of development using POU or POE water treatment devices within an existing water system with inactive connections. This includes the following types of development:

- An individual lot within a water system (provided the water system of which the individual lot is a member is unwilling to install central treatment)
- An accessory dwelling unit (ADU)[2] that relies on a shared well as part of a water system

Development Scenario 3 Approval of development of an individual lot served by a private well where water quality does not meet the primary drinking water standards using POU or POE water treatment devices

Development Scenario 4 Approval of development of an ADU on an individual lot with a private well (not part of a water system) where water quality does not meet the primary drinking water standards using POU or POE water treatment devices

Development Scenario 5 Approval of development of a subdivision using POU or POE water treatment devices on a private individual well on each lot

Development Scenario 6 Approval of development on a vacant lot, or developed lot(s) and other neighboring vacant lot(s), that decide to come together to create a new water system or development of a neighboring vacant lot that joins an existing water system

Growth-Inducing Development Scenarios

The following section identifies which development scenarios have the potential to induce growth compared to baseline conditions.

Prior to approval of the Ordinance, under Development Scenario 1, the only way an existing local or State water system with no inactive connections could come into compliance was using centralized treatment, which is often cost prohibitive. With reinstatement of the Ordinance, under Development Scenario 1, non-compliant systems could utilize POU or POE water treatment devices, instead of a

[2] "Accessory dwelling unit" is defined by the Monterey County Code Section 21.06.372 as "a permanent residence, secondary to an existing main dwelling, which provides complete independent living facilities for one or more persons. It shall include permanent provision for living, sleeping, eating, cooking, and sanitation on the same parcel where the single-family dwelling is situated."

centralized system . This portion of the Ordinance was reinstated in 2023 through Ordinance 23-020, which allows POU and POE treatment on properties with active service connections in local small and state small water systems. Therefore, since this development is already allowed, this is not considered a change-over-baseline and **there is no further growth potential under Development Scenario 1** with reinstatement of the Ordinance.

Similar to Development Scenario 1, prior to approval of the Ordinance under Development Scenario 2, the only way a water system could be approved was using centralized treatment. Further, under Development Scenario 2, if an individual lot was within a water system that was out of compliance, under existing conditions the County would require the entire water system to become compliant using centralized treatment before any inactive connections could be activated. It is important to note, this scenario also includes approval of an ADU using an available inactive connection that relies on a shared well and is part of a water system, since approvals of ADUs are treated as an individual connection by EHB (please see Development Scenario 4 below for additional discussion of ADUs). With reinstatement of the Ordinance, under Development Scenario 2, an out of compliance water system with inactive connections would be able to utilize POU or POE water treatment devices, instead of a centralized treatment. Therefore, reinstatement of the Ordinance would be considered a change-over-baseline and, since there are inactive connections, a potential scenario where development could occur. In other words, if an inactive connection or a vacant lot (including one with an ADU connection) is served by a non-compliant water system, reinstating the Ordinance would allow these previously undevelopable lots to potentially be developed using POU or POE water treatment devices. As stated above, centralized treatment is more costly and practically prohibitive than POU or POE water treatment devices. Therefore, this change-over-baseline under **Development Scenario 2 can be considered potentially growth-inducing** as reinstatement of the Ordinance would remove an existing barrier to growth.

Development Scenario 3 is similar to Development Scenario 2, except that the individual lot would connect to a well (not a water system) that does not meet water quality standards. However, Development Scenario 3 is different than Development Scenario 2 since previously the EHB would approve a POU or POE water treatment device on a lot with an individual well if a deed restriction was recorded. Since the Ordinance was suspended, EHB has required centralized treatment for new development on private wells. Reinstatement of the Ordinance would reinstate the practice of allowing POU or POE water treatment devices for new development on private wells. As stated above, centralized treatment is more costly and practically prohibitive than POU or POE water treatment devices. Therefore, this change-over-baseline under **Development Scenario 3 can be considered potentially growth-inducing** as reinstatement of the Ordinance would remove an existing barrier to growth.

Development Scenario 4 pertains specifically to development of ADUs on an individual well where water quality does not meet the primary drinking water standards. Under existing conditions, an ADU is evaluated by EHB as if it is an individual connection, requiring water quality testing and, if necessary, centralized treatment. With reinstatement of the Ordinance, an ADU on an individual lot with a private well could be approved by EHB using POU or POE water treatment devices, representing a change-over-baseline. In both instances (existing conditions and reinstatement of the Ordinance), the addition of the ADU results in the creation of a water system needing a water system permit (unless the owner agrees to a deed restriction, which would then make the ADU fall under Development Scenario 3).

It is important to acknowledge that County Ordinance Nos. 5341 and 5343,[3] adopted by the County Board of Supervisors in September 2020, implement State law (Government Code Section 65852.2) that reduces local government discretion over approval of ADUs and streamlines approval by requiring a ministerial process. Previously, ADUs on a private well in Monterey County were not

[3] As of the drafting of this IS-MND, the coastal ADU ordinance (Ordinance No. 5343) is pending certification by Coastal Commission and is not in effect. If a local ordinance is not adopted, per Government Code section 65852.2, state standards apply in conjunction with, in the coastal zone, the County's certified Local Coastal Program.

allowed to be approved using POU or POE if the well exceeded water quality standards; instead, centralized treatment was required. However, in aligning with State ADU law, EHB will likely be required to allow the development of an ADU regardless of the type of treatment system proposed. This, combined with other ADU streamlining provisions, may result in the production of more ADUs Countywide. While this potential increase in ADUs would be facilitated primarily by State law, implemented via County Ordinance Nos. 5343 and 5341, this analysis will conservatively assume that ADU development would be made equally possible by reinstatement of the Ordinance. Accordingly, **Development Scenario 4 has growth-inducing potential.**

For Development Scenario 5, which pertains to development of subdivisions, Section 15.06.040.E of the Ordinance prohibits approval of a new subdivision using POU or POE for the water system if the water system includes 2 to 14 connections and requires treatment. Therefore, POU or POE water treatment devices cannot be relied upon for treatment, even with reinstatement of the Ordinance. EHB has not historically allowed the use of POU or POE water treatment devices as the basis of approval of new subdivisions, with one exception. In that exception, the subdivision was approved using POU or POE water treatment devices, where there were existing private wells for existing development on each of the lots to be created by the subdivision. It is EHB's intent to eliminate the possibility of using POU or POE water treatment in future subdivisions on private wells, and to only allow new subdivisions to use centralized treatment if water treatment is necessary. Therefore, reinstatement of the Ordinance alone under **Development Scenario 5 would not be considered growth-inducing** and this development scenario is not analyzed further.

Lastly, under Development Scenario 6, lots – developed, vacant, or a combination of both – could choose to utilize a shared private well which would result in the creation of a new water system. Development Scenario 6 includes the possibility of a neighboring vacant lot joining an existing water system. Under existing conditions, development of the lot in this scenario would only be allowed with centralized treatment of a water quality issue, but with reinstatement of the Ordinance, this type of development could potentially be allowed with POU or POE water treatment devices. Therefore, this type of development would represent a change-over-baseline and a potential scenario where growth could occur. **Development Scenario 6 is considered growth-inducing.**

The potential for each scenario to result in a change-over-baseline and/or be growth inducing is summarized in Table 1 below. As noted therein, Development Scenarios 1 and 3 would not cause a change-over-baseline and/or be growth inducing. **Development Scenarios 2, 5, 4, and 6 could cause a change-over-baseline and would potentially be growth inducing**. As such, these three scenarios may result in a Subject Lot for the purpose of this analysis.

Table 1 Summary of Baseline and Development Scenario Assumptions

Development Scenario	Existing Conditions	Passage of Suspended Sections	Change-Over Baseline?	Potentially Growth Inducing?
1: Use of POU or POE water treatment devices to achieve compliance for an existing water system with no inactive connections	Already allowed by Ordinance 23-020.	No new changes, would remain allowed.	No	No, because there are no inactive connections.
2: Approval of development using POU or POE water treatment devices within an existing water system with inactive connections. This includes the following types of development: • An individual lot within a water system (provided the water system of which the individual lot is a member is unwilling to install central treatment) • An accessory dwelling unit (ADU) that relies on a shared well as part of a water system	Not allowed, centralized treatment required if system is out of compliance.	Allowed, the development could be approved using POU or POE water treatment devices.	Yes	**Yes**
3: Approval of development of an individual lot served by a private well where water quality does not meet the primary drinking water standards using POU or POE water treatment devices	Not allowed, centralized treatment required if system is out of compliance.	Allowed, POU or POE water treatment devices may be used for approval pursuant the MCC.	Yes	**Yes**
4: Approval of development of an ADU on an individual lot with a private well (not part of a water system) where water quality does not meet the primary drinking water standards using POU or POE water treatment devices	Not allowed, centralized treatment required if system is out of compliance.	Allowed, an ADU within a system could be approved using POU or POE water treatment devices.	Yes	**Yes**
5: Approval of development of a subdivision using POU or POE water treatment devices on a private individual well on each lot	Not supported for new undeveloped lots.	Not allowed, POU or POE water treatment devices may not be used for approval for new development.	No	No, because subdivisions would only be allowed to use centralized treatment if water treatment is necessary.

Development Scenario	Existing Conditions	Passage of Suspended Sections	Change Over Baseline?	Potentially Growth Inducing?
6: Approval of development on a vacant lot, or developed lot(s) and other neighboring vacant lot(s), that decide to come together to create a new water system or development of a neighboring vacant lot that joins an existing water system	Not allowed, centralized treatment required if system is out of compliance.	Allowed, POU or POE water treatment devices may be used for approval.	Yes	**Yes**

Buildout Estimation Methodology

This section describes the methodology used to estimate the potential future buildout of Subject Lots in the County under the project (i.e., implementing the Ordinance). As stated above, Development Scenarios 2, 4, and 6 represent a change-over-baseline, which could result in additional development throughout the County due to reinstatement of the Ordinance.

Subject Lots – Development Scenarios 2 and 6

To quantify buildout of Development Scenario 2, vacant lots within an out-of-compliance water system were quantified using County-provided GIS data which was input into an online mapping tool. This final online mapping tool provided a product by which water systems could be viewed and filtered using their compliance, inactive connection, and zoning status.

To visualize the individual lots that may be built under Development Scenario 2, water systems were filtered for those systems which had a compliance issue and had greater than zero inactive connections. Then each of these water systems were examined individually to understand the development potential and whether there was indeed a vacant lot with an inactive connection that may be built using POU or POE water treatment. . In addition, vacant lots were crossed checked against the Monterey County zoning map to ensure that they were zoned for residential development.

Only under Development Scenario 2 was a quantitative approach feasible to estimate the potential future buildout of Subject Lots in the County under the project. Under Development Scenario 6, there are several variables that affect approval of these types of development, such as appropriate zoning, location of vacant lots in relation to zoning, as well as individual well capacity and cost of multiple wells. Isolating those variables to predict how changing one variable (passage of the Suspended Sections of the Ordinance) would affect growth potential in the County would be conjectural. As a result, a qualitative analysis is provided below for these scenarios.

Wells on Individual Lots – Development Scenario 3

As outlined above, there would be a change-over-baseline for the approval of individual lots using domestic wells (Development Scenario 3). To quantify the development potential under this scenario, historic permit data was analyzed. Monterey County's permit tracking software (Accela) was queried to quantify the number of individual lots using domestic wells and ADUs that have been approved.

Accessory Dwelling Units – Development Scenario 4

To conservatively estimate and analyze the maximum buildout scenario that could be attributed to the project, the growth projections herein assume that the development of ADUs within out-of-compliance water systems would be solely facilitated by the Ordinance, and not by State law and County Ordinances Nos. 5341 and 5343. To estimate the number of ADUs that could be facilitated in out-of-compliance water systems by the Ordinance, the number of ADU permit applications received

by Monterey County Housing and Community Development (HCD) since 2018 was reviewed. For purposes of this Initial Study, it is assumed that each permit application resulted in the construction of an ADU. However, the application data provided by Monterey County HCD does not indicate whether the associated ADUs were ultimately approved or built. As a result, this Initial Study may overestimate actual ADU development, therefore providing a conservative analysis of ADU buildout.

2018 was selected as a baseline year as this is when several impactful ADU reforms occurred at the state level. Reforms passed in 2018 include but are not limited to Senate Bill 229, which strengthened state oversight of local ADU ordinances and clarified standards, and Assembly Bill 494, which made several changes to ADU regulations to further streamline approvals. Since 2018, then, County ADU applications were only possible for parcels in compliant local small, State small, or public water systems. The Ordinance would facilitate the development of ADUs within out-of-compliance water systems, where they previously would have been more difficult to develop; therefore, the rate of ADU development across in-compliance water systems would generally represent the rate of ADU development within out-of-compliance systems, as POU or POE treatment would make it generally equally feasible to develop ADUs in water systems regardless of compliance status. The rate of ADU applications in other water systems was applied to the number of out-of-compliance water systems to estimate the rate of ADU development facilitated by the Ordinance.

The annual rate of ADU applications within in-compliance water systems since 2018 has been variable. For example, there were only four applications for ADUs for parcels within in-compliance systems between January 1, 2018 and December 31, 2020, and 16 applications between January 1, 2021 and December 31, 2023. The number of ADU permit applications within in-compliance systems peaked in 2025, with 20 applications submitted between January 1 and December 31. This increased 2025 rate may be associated with updates to the California Building Code that took effect on January 1, 2026. It is likely that some ADU applicants sought to apply for permits before new, more stringent development standards became effective. Although 2025 is likely an outlier, the County wishes the analysis to be conservative. Accordingly, this analysis will use the rate of 20 ADU applications per year to provide a conservative estimate of the number of ADUs that could be facilitated by the reinstated Ordinance.

Although the reinstated Ordinance would facilitate ADU development within compliant water systems, actual construction of ADUs would continue to be constrained by other factors. As discussed above, there is a gap between ADU applications filed and actual finalized, issued ADU permits. Applicants sometimes begin the ADU permitting process of but later abandon their plans once they discover the high costs of construction. In particular, the cost of installing new or upsized septic systems to accommodate proposed ADUs is often high enough to deter potential ADU applicants. Consequently, the rate of 20 ADUs per year is unlikely to be realized, as costs and other constraints would likely limit the actual ADUs that are ultimately built. .

The County intends for this Addendum to analyze direct and reasonably foreseeable indirect physical changes in the environment that may be caused by the project, while also analyzing a reasonable buildout scenario based on evidence. The County intends to avoid speculation. Accordingly, it would be unrealistic to assume that the project would result in the development of 20 ADUs per year indefinitely, especially given that this rate is conservative and unlikely to reflect reality and absent evidence . that market conditions, infrastructure capacity, and applicant behavior would sustain that rate long-term. Therefore, this analysis will use a ten-year horizon to estimate ADU development facilitated by the Ordinance, and this Addendum will consider a total of 200 ADUs. A ten-year horizon is consistent with programmatic planning documents, such as housing elements or general plans, which typically evaluate program-level effects across eight to 20 years. Therefore, this analysis shall use a ten-year planning horizon to evaluate the potential development of 200 ADUs throughout out-of-compliance water systems.

Buildout Estimation Results

Subject Lots – Development Scenarios 2 and 6

As outlined above, to understand the buildout potential for local small, State small, and public water systems with inactive connections or vacant lots (Development Scenario 2), County-provided GIS data was used to view existing vacant lots within out-of-compliance water systems throughout the County. The results of the mapping analysis are provided above in Figure 2 and below in Table 2.[4] The results indicate that there are 44 vacant parcels within a water system that is out of compliance. As shown in the figure, vacant lots are primarily congregated in the Toro Planning Area as well as the North County Planning Area, the North County Coastal Land Use Plan area, and the Central Salinas Valley Planning Area. Further details on these parcels are outlined in Table 2.

Forty-one of the vacant lots are residentially zoned, either as Low Density Residential (LDR) or Rural Density Residential (RDR). Therefore, development of one unit per lot is typically allowed with a ministerial permit unless some aspect of the project triggers a discretionary permit (e.g., zoning overlay, tree removal, building on slopes). The three remaining vacant lots are zoned as Resource Conservation (RC), which also allow one single family dwelling unit per lot. The LDR, RDR, and RC zoning districts all allow one secondary guesthouse per lot, with development standards established in Monterey County Code Section 21.64.020.

Of the 44 vacant lots, 17 are located within water systems that are out of compliance for hexavalent chromium. Three lots are located within water systems out of compliance for nitrate, one is located within a water system out of compliance for fluoride, and nine are located within water systems that are out of compliance for arsenic.

Under Development Scenario 6, multiple landowners would need to come together to connect to an existing private well and create a new water system or agree to allow a new lot into the existing water system. It is highly unlikely that the owner of a private well would be willing to give adjacent landowners permissions to connect to their well, as this would escalate the well into a water system with accompanying regulations. Further, the adjacent landowner could drill their own well, if the capacity exists, instead of using the single well. This would likely be preferable to a new water system and would move this type of development to Development Scenario 3. As a result, although this scenario is possible and could potentially result in additional growth throughout the County, a combination of highly unlikely conditions would be required. As a result, it is not expected that the amount of additional approvals under Development Scenario 6 would be substantial. Therefore, the number of Subject Lots made possible by Development Scenario 6 is expected to be very minimal.

[4] Note specific water system information has been omitted in order to respect the privacy of the owners of the water system.

Table 2 Characteristics of Subject Lots

Water System Map Number	Water System ID	Compliance Issue[1]	General Plan Land Use Designation[2]	Zoning Designation[2]	Number of Vacant Lots[1]
1	2700778	hexavalent chromium	Resource Conservation	RC – Resource Conservation	6
2	2708809	arsenic	Residential – Low Density	LDR – Low Density Residential	2
3	2701424	hexavalent chromium	Resource Conservation	RC – Resource Conservation	1
4	2701519	hexavalent chromium	Residential – Rural Density (Coastal Zone)	RDR – Rural Density Residential	1
5	2702117	hexavalent chromium	None	LDR – Low Density Residential	1
6	2702414	hexavalent chromium	Residential – Low Density	LDR – Low Density Residential	1
7	2701520	nitrate	None	RDR – Rural Density Residential	1
8	2701743	arsenic	Residential – Rural Density	RDR – Rural Density Residential	1
9	2702113	arsenic	Residential – Low Density	LDR – Low Density Residential	3
10	2701796	hexavalent chromium	Residential – Low Density	RDR – Rural Density Residential	2
11	2702469	hexavalent chromium	Residential – Low Density	LDR – Low Density Residential	2
12	2700801	hexavalent chromium	None	LDR – Low Density Residential	1
13	2701412	arsenic	Residential – Rural Density	RDR – Rural Density Residential	1
14	2701450	arsenic	Residential – Low Density	LDR – Low Density Residential	1
15	2702313	arsenic	Residential – Rural Density	RDR – Rural Density Residential	1
16	2702445	arsenic	Residential – Rural Density	RDR – Rural Density Residential	1
17	2702676	hexavalent chromium	None	RDR – Rural Density Residential	1
18	2701885	hexavalent chromium	Residential – Rural Density	RDR – Rural Density Residential	1
19	2701618	hexavalent chromium	None	RDR – Rural Density Residential	1
20	2702809	fluoride	None	LDR – Low Density Residential	2

Water System Map Number	Water System ID	Compliance Issue[1]	General Plan Land Use Designation[2]	Zoning Designation[2]	Number of Vacant Lots[1]
21	2702007	hexavalent chromium	Resource Conservation	RC – Resource Conservation	3
22	2700674	hexavalent chromium	None	RDR – Rural Density Residential	2
23	2700713	nitrate	Resource Conservation, Residential – Rural Density	RDR – Rural Density Residential	2
24	2700548	hexavalent chromium	None	RDR – Rural Density Residential	1
25	2700594	hexavalent chromium	None	RDR – Rural Density Residential	1
26	2700612	arsenic	Residential – Low Density	LDR – Low Density Residential	1
27	2700624	hexavalent chromium	None	LDR – Low Density Residential	1
28	2701926	arsenic	Residential – Low Density	LDR – Low Density Residential	1
29	2702608	nitrate, hexavalent chromium	Residential – Low Density	LDR – Low Density Residential	1
Total Vacant Lots					**44**

Sources:

1. Environmental Health Bureau Local Small, State Small, and Public Water System Compliance data, updated in 2026.
2. County of Monterey, 2026. Zoning GIS database. https://montereyco.maps.arcgis.com/apps/InformationLookup/index.html?appid=1dce0909198142128bc57aee61c811ea

Wells on Individual Lots – Development Scenario 3

Between 2010 and 2020, ten single family residences on domestic wells in individual lots have been approved using POU or POE treatment devices (Fowler 2020). More recent data is not available because centralized treatment has been required for development occurring under this scenario since suspension of the Ordinance at the end of 2019. Ten developments on domestic wells in individual lots between 2010 and 2020 represents a development rate of one residence per year under Development Scenario 3. One residence per year is a reasonable development rate as it reflects observed development of residences on domestic wells in individual lots. As discussed under "Accessory Dwelling Units – Development Scenario 4" in *Buildout Estimation Methodology* above, this analysis will use a ten-year planning horizon. Accordingly, it is estimated that approximately 10 residences would be facilitated under Development Scenario 3.

Accessory Dwelling Units – Development Scenario 4

Based on historic permit application data, the County has received 68 ADU applications for parcels located within an in-compliance water system since 2018, and 20 of these were received in 2025. This growth projection will use the number of ADU permit applications for parcels within in-compliance systems from 2025 to provide a conservative analysis, as discussed under "Accessory Dwelling Units – Development Scenario 4" in "Buildout Estimation Methodology." Therefore, it is assumed that approximately 20 ADUs per year would be facilitated by the Ordinance over 10 years, for a total of 200 ADUs.

Other Development Scenarios

Development Scenario 1 is already allowed by Ordinance 23-020, and therefore it is not considered further. Development Scenario 5 (subdivisions) would not cause development because the revised Ordinance specifically prohibits approval of new subdivisions using POU or POE water treatment. New subdivisions would be required to use centralized treatment if water treatment is necessary.

Buildout Estimation Summary

Buildout facilitated by the reinstated Ordinance is summarized in Table 3. In total, the project could facilitate development of approximately 54 new single-family units, plus up to 20 ADUs per year for approximately 10 years.

Table 3 Estimated Project Buildout

Development Scenario	Number of Potential Future Lots/Units	Considered Subject Lots
Local and State Small Water Systems with active connections (Development Scenario 1)	None, no potential for growth because active connections are already developed	Not applicable
Local and State Small Water Systems with inactive connections (Development Scenario 2)	44 single-family units	Yes
Individual Wells (Development Scenario 3)	1 per year for 10 years; 10 single-family units	No
ADUs on private well (Development Scenario 4)	20 per year for 10 years; 200 ADUs	Yes
Subdivisions (Development Scenario 5)	None, will not be allowed	No
Creation of a New System (Development Scenario 6)[1]	Unknown, but not expected to be substantial	Yes

9. Other Public Agencies Whose Approval is Required

The County of Monterey is the lead agency for this project. The Monterey County Board of Supervisors would have to approve the reinstated Ordinance. There are no other public agencies with approval power over the project.

10. Approach to Analysis

Pursuant to CEQA Guidelines Section 15063, the County, as Lead Agency, will prepare an Initial Study to determine whether the project may have a significant effect on the environment and to identify the appropriate form of CEQA documentation for the project. The Initial Study is intended to provide a preliminary evaluation of environmental effects, and will address all environmental topic areas identified in Appendix G of the CEQA Guidelines. Based on the results of the Initial Study, the County will determine whether there is substantial evidence that the project, either individually or cumulatively, may result in a significant environmental effect. If such evidence exists, the County will determine whether to: (1) prepare an EIR; (2) use a previously prepared EIR that the County determines would adequately analyze the environmental effects of the proposed project; or (3) rely on tiering, a program EIR, or another appropriate CEQA process to identify which effects have been adequately addressed in prior environmental documentation and which effects, if any, require further analysis in a subsequent EIR or negative declaration. If the Initial Study finds no substantial evidence that the project or any of its components may have a significant effect on the environment, the County will prepare a Negative Declaration or Mitigated Negative Declaration, as appropriate.

Factors Potentially Affected

This project would potentially affect the environmental factors checked below, involving at least one impact that is “Potentially Significant” or “Less than Significant with Mitigation Incorporated” as indicated by the checklist on the following pages.

☐ Aesthetics	☐ Agriculture and Forestry Resources	☐ Air Quality
☐ Biological Resources	☐ Cultural Resources	☐ Energy
☐ Geology and Soils	☐ Greenhouse Gas Emissions	☐ Hazards and Hazardous Materials
☐ Hydrology and Water Quality	☐ Land Use and Planning	☐ Mineral Resources
☐ Noise	☐ Population and Housing	☐ Public Services
☐ Recreation	■ Transportation	☐ Tribal Cultural Resources
☐ Utilities and Service Systems	☐ Wildfire	☐ Mandatory Findings of Significance

Determination

Based on this initial evaluation:

☐ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

☐ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions to the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

☐ I find that the proposed project MAY have a “potentially significant impact” or “less than significant with mitigation incorporated” impact on the environment, but at least one effect (1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

■ I find that although the proposed project could have a significant effect on the environment, all potential significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project.

Signature	Date
	05/05/2026
Printed Name	Title
Ric Encarnacion	Bureau Chief, Director of Environmental Health

Environmental Checklist

1 Aesthetics

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
Except as provided in Public Resources Code Section 21099, would the project:				
a. Have a substantial adverse effect on a scenic vista?	☐	☐	■	☐
b. Substantially damage scenic resources, including but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	☐	☐	■	☐
c. In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from a publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	☐	☐	■	☐
d. Create a new source of substantial light or glare that would adversely affect daytime or nighttime views in the area?	☐	☐	■	☐

a. Would the project have a substantial adverse effect on a scenic vista?

The Monterey County General Plan identifies scenic resources within Monterey County. Scenic vistas include the Santa Lucia and Gabilan mountain ranges, the Salinas Valley and Carmel Valley, Big Sur, and the County's coastline (County of Monterey 2010). Water systems are located throughout unincorporated Monterey County; while the identified Subject Lots are concentrated in the northern portion of the County, the Ordinance would facilitate development of single-family units and ADUs in out-of-compliance water systems throughout the County. Accordingly, development facilitated by the Ordinance could be located within the viewsheds of these mountain ranges, valleys, and the coastline.

The Ordinance would facilitate development of a relatively small number of residences throughout Monterey County. Residential development is already allowed in these areas; the Ordinance would allow alternative and lower-cost water treatment options, thereby removing an economic constraint that could otherwise limit development. Development made feasible by the Ordinance would occur within existing local small, State small, and public water systems, which are already characterized by low density residential uses. As shown in Table 2, the Ordinance would facilitate the addition of relatively few residences to each water system where growth is already anticipated. The incremental addition of a small number of single-family units within these water systems, as well as the potential development of ADUs in rural residential areas, would be consistent with the existing development pattern. Further, development facilitated by the Ordinance would remain subject to Monterey County's resource planning review process, which would be conducted by the County's Housing and Community Development Department and other departments as necessary when a project proponent applies for development permits. The planning review process would consider an individual project's consistency with County plans and regulations that pertain to visual resources, including General Plan policies, Local Coastal Program policies, and ordinances related to visual resources and designated scenic areas. Therefore,

development facilitated by the Ordinance would not substantially alter the visual character of these areas or substantially affect views from scenic vistas. Impacts would be less than significant.

LESS-THAN-SIGNIFICANT IMPACT

b. Would the project substantially damage scenic resources, including but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?

Several officially designated scenic highways occur in Monterey County, including multiple segments of State Route (SR) 1 and County-designated routes such as Laureles Grade Road and Interlake Road/ Nacimiento Drive (California Department of Transportation 2026, County of Monterey 2010). Water systems are located throughout Monterey County, and it is possible that development facilitated by the Ordinance could be located within the viewshed of a designated scenic highway.

Development made feasible by the Ordinance would occur within existing local small, State small, and public water systems, which are already characterized by low density residential uses. Development that may occur within Subject Lots or other water systems throughout the County would be visually consistent with existing development. Further, development facilitated by the Ordinance would remain subject to Monterey County development standards, and future development within scenic viewsheds would be reviewed for potential effects to trees, rock outcroppings, and historic buildings. Therefore, the Ordinance would not substantially damage scenic resources within a scenic highway, and impacts would be less than significant.

LESS-THAN-SIGNIFICANT IMPACT

c. Would the project, in non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from a publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?

Public Resources Code 21071 defines urbanized and non-urbanized areas. An unincorporated area is considered urbanized if it completely surrounded by one or more incorporated cities, if it is located within an urban growth boundary, or if the area has as existing residential population of at least 5,000 people per square mile. Given that local small, State small, and public water systems typically serve more rural residential development outside of the service areas of municipal or regional water providers, development facilitated by the Ordinance would generally occur in non-urbanized areas.

As discussed above, development made feasible by the Ordinance would occur within existing local small, State small, and public water systems, which are already characterized by low density residential uses. As shown in Table 2, the Ordinance would facilitate the addition of a limited number of residences within water systems where growth is anticipated. The incremental increase of single-family units and ADUs within out-of-compliance water systems would be consistent with existing, lower-density residential development in these water systems. Further, development facilitated by the Ordinance would remain subject to the County's design review process, which would ensure that proposed development is consistent with development standards prior to individual project approval. Therefore, the Ordinance would not substantially degrade the existing visual character or quality of public views, and impacts would be less than significant.

LESS-THAN-SIGNIFICANT IMPACT

d. Would the project create a new source of substantial light or glare that would adversely affect daytime or nighttime views in the area?

Development facilitated by the Ordinance would generally occur in more rural, residential areas, where existing sources of light and glare may be limited. The Ordinance would facilitate development of single-family units and ADUs in water systems throughout Monterey County, which are already characterized by low-density residential development. Construction of a limited number of additional residences in these

areas would temporarily introduce light or glare from construction equipment and, if required, temporary construction lighting. Residential construction activities are typically conducted during daytime hours and do not generally involve nighttime work. As a result, any construction-related light or glare would be short-term, temporary in nature, and would cease upon completion of construction.

In operation, development facilitated by the Ordinance may introduce minor new sources of light and glare, such as vehicles and vehicle headlights, and exterior lighting. Exterior lighting would be subject to Monterey County Code (MCC) Section 21.63.020, which requires lighting be unobtrusive, fully shielded, directed toward intended areas only, and designed to reduce off-site glare. Local Coastal Program policies similarly mandate dark-sky protection and strict control of nighttime lighting to preserve coastal visual resources. Other new sources of light and glare would be similar to existing sources within water systems, and accordingly, the project would not create light and glare that would adversely affect daytime or nighttime views in the area. Impacts would be less than significant.

LESS-THAN-SIGNIFICANT IMPACT

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2 Agriculture and Forestry Resources

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
Would the project:				
a. Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	☐	☐	☐	■
b. Conflict with existing zoning for agricultural use or a Williamson Act contract?	☐	☐	☐	■
c. Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)); timberland (as defined by Public Resources Code Section 4526); or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?	☐	☐	☐	■
d. Result in the loss of forest land or conversion of forest land to non-forest use?	☐	☐	☐	■
e. Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?	☐	☐	☐	■

a. Would the project convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?

b. Would the project conflict with existing zoning for agricultural use or a Williamson Act contract?

Several of the Subject Lots and many water systems are located in areas designated as Farmland and zoned for agricultural use (California Department of Conservation [DOC] 2022a). Many systems also include parcels that are enrolled in a Williamson Act contract (DOC 2022b). As shown in Table 2, Subject Lots are located in areas zoned as Rural Density Residential, Low Density Residential, or Resource Conservation. These zoning designations, as well as other residential or agricultural zones that other water systems are located in, allow single-family units and ADUs regardless of Farmland status. Residential development is already allowed in these areas; the Ordinance would allow alternative and lower-cost water treatment options, thereby removing an economic constraint that could otherwise limit development. The Ordinance itself would not alter zoning designations or modify agricultural land use designations, and would not modify a parcel's Williamson Act contract. Accordingly, the project would not convert Farmland to non-agricultural use, and would not conflict with existing zoning or Williamson Act contracts. No impact would occur.

NO IMPACT

c. Would the project conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)); timberland (as defined by Public Resources Code Section 4526); or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?

d. Would the project result in the loss of forest land or conversion of forest land to non-forest use?

Forest land is defined as land capable of supporting at least 10 percent native tree cover and providing forest resources such as timber, wildlife habitat, aesthetics, or watershed functions (California Public Resource Code Section 12220). Monterey County's zoning code and General Plan include designations for forest land, timberland, and Timberland Production Zones, and water systems may be located in areas designated as forestland or timberland. The reinstated Ordinance would not alter existing forestry zoning designations. Residential development is already allowed within out-of-compliance water systems, and the Ordinance would allow alternative and lower-cost water treatment options, thereby removing an economic constraint that could otherwise limit development. . Accordingly, development facilitated by the Ordinance would remain subject to Monterey County ordinances and regulations pertaining to forest land, and would not result in the loss of forest land or conversion of forest land to non-forest use.

Development facilitated by the Ordinance may require tree removal. Development would remain subject to MCC Chapter 16.60, which requires appropriate review, avoidance, minimization, or mitigation when native trees may be affected. Because the Ordinance does not modify forest-related zoning or tree-protection requirements, and facilitated development would occur on parcels already zoned for residential uses rather than forest or timberland uses, the project would not result in loss of forest land or conversion of forest land to non-forest uses. No impact would occur.

NO IMPACT

e. Would the project involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?

The Ordinance changes how water-quality compliance may be achieved for development on lots within out-of-compliance water systems. Although the Ordinance would facilitate additional growth compared to baseline growth, it does not change existing land use designations or development standards, nor does it authorize new subdivisions or infrastructure extensions that would result in the conversion of farmland or forestland to non-agricultural or non-forest use. No impact would occur.

NO IMPACT

3 Air Quality

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
Would the project:				
a. Conflict with or obstruct implementation of the applicable air quality plan?	☐	☐	■	☐
b. Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?	☐	☐	■	☐
c. Expose sensitive receptors to substantial pollutant concentrations?	☐	☐	■	☐
d. Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	☐	☐	■	☐

Air Quality Standards and Attainment

The California Air Resources Board (CARB) coordinates and oversees both state and federal air quality control programs in California. CARB has established 14 air basins statewide, and Monterey County is located in the North Central Coast Air Basin (NCCAB), which is under the jurisdiction of the Monterey Bay Air Resources District (MBARD). The NCCAB is currently designated as nonattainment for the state particulate matter that is PM_{10} standards and nonattainment-transitional for the state one-hour and eight-hour ozone standards. The NCCAB is designated as attainment for all federal standards and other state standards. MBARD is responsible for enforcing the state and federal air quality standards and regulating stationary sources through the 2015 Air Quality Management Plan (AQMP) for the Monterey Bay Region, adopted on March 15, 2017 (MBARD 2017). Table 4, below, provides a summary of health effects associated with non-attainment criteria air pollutants.

Table 4 Health Effects Associated with Non-Attainment Criteria Pollutants

Pollutant	Adverse Effects
Ozone	(1) Short-term exposures: (a) pulmonary function decrements and localized lung edema in humans and animals and (b) risk to public health implied by alterations in pulmonary morphology and host defense in animals; (2) long-term exposures: risk to public health implied by altered connective tissue metabolism and altered pulmonary morphology in animals after long-term exposures and pulmonary function decrements in chronically exposed humans; (3) vegetation damage; and (4) property damage.
Suspended particulate matter (PM_{10})	(1) Excess deaths from short-term and long-term exposures; (2) excess seasonal declines in pulmonary function, especially in children; (3) asthma exacerbation and possibly induction; (4) adverse birth outcomes including low birth weight; (5) increased infant mortality; (6) increased respiratory symptoms in children such as cough and bronchitis; and (7) increased hospitalization for both cardiovascular and respiratory disease (including asthma).[1]

Pollutant	Adverse Effects
Suspended particulate matter ($PM_{2.5}$)	(1) Excess deaths from short- and long-term exposures; (2) excess seasonal declines in pulmonary function, especially in children; (3) asthma exacerbation and possibly induction; (4) adverse birth outcomes, including low birth weight; (5) increased infant mortality; (6) increased respiratory symptoms in children, such as cough and bronchitis; and (7) increased hospitalization for both cardiovascular and respiratory disease, including asthma.

[1] More detailed discussions on the health effects associated with exposure to suspended particulate matter can be found in the following documents: EPA, Air Quality Criteria for Particulate Matter, October 2004.

Source: United States Environmental Protection Agency 2026

Air Quality Management

Residential projects that increase population will also generate population-related emissions (e.g., motor vehicles, residential heating and cooling emissions). A project would conflict with or obstruct implementation of the 2015 AQMP for the Monterey Bay Region if it is inconsistent with the plan's growth assumptions, in terms of population, employment, or regional growth in vehicle miles traveled. These population forecasts were developed, in part, using data obtained from local jurisdictions on projected land uses and population projections identified in community plans. Projects that result in an increase in population that is inconsistent with local community plans would be considered inconsistent with the AQMP. MBARD utilizes residential units to determine consistency rather than population because residential units are closely related to population and jurisdictions can track the housing stock in their area. To determine a project's consistency, a project's proposed residential units are compared to the existing and approved residential units within the jurisdiction. If the jurisdiction's residential units, including the project, are less than the forecast in the AQMP, then the project is consistent. If the jurisdiction residential units, including the project, exceed the forecast in the AQMP, then the project is not consistent.

Air Emission Thresholds

The CEQA Guidelines state that the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the significance determinations for project analysis.

MBARD has issued criteria for determining the level of significance for project specific impacts within its jurisdiction in accordance with the above thresholds. Based on criteria applied in or adapted from the MBARD Guidelines, the project's impacts on criteria air pollution would be significant if the project would:

- Be inconsistent with the adopted Air Quality Management Plan.
- During construction:
  - Cause a violation of the particulate matter of 10 microns or less (PM_{10}) Ambient Air Quality Standards (AAQS) nearby or upwind of sensitive receptors, based on whether the project would:
    - Emit greater than 82 pounds per day (lbs/day) of PM_{10} if located nearby or upwind of sensitive receptors (note: projects which require minimal earthmoving on 8.1 or more acres per day or grading and excavation on 2.2 or more acres per day are likely to exceed this threshold); or
    - Use equipment that is not "typical construction equipment" as specified in Section 5.3 of the MBARD CEQA Guidelines.
- During operations:
  - Generate direct (area source or stationary) plus indirect (operational or mobile) emissions of either Reactive Organic Gases (ROG) or Nitrogen Oxides (NO_X) that exceed 137 lbs/day;
  - Generate on-site emissions of PM_{10} exceeding 82 lbs/day;
  - Generate direct emissions of Carbon Monoxide (CO) exceeding 550 lbs/day;

- Generate direct emissions of Sulfur Oxides (SO_X) exceeding 150 lbs/day.
- Cause or substantially contribute to a violation of a CO standard.

Methodology

The analysis of air quality impacts conforms to the methodologies recommended in MBARD's CEQA Air Quality Guidelines. The handbook includes thresholds for emissions associated with both construction and operation of proposed projects.

Construction Emissions

The California Emissions Estimator Model (CalEEMod, version 2022.1.1.37) was used to estimate construction emissions from off-road equipment and fugitive dust generated during construction of development facilitated by the Ordinance. CalEEMod quantifies emissions associated with the use of off-road equipment, on-road worker commute, and construction delivery and haul trucks. Fugitive dust emissions are quantified for grading and site preparation activities/earthwork, truck loading, demolition, and vehicle trips on paved and unpaved surfaces. The program calculates fugitive dust associated with on-site earthwork, including on-site grading and site preparation phases, based on the construction equipment to be used (e.g., crawler tractors, graders, dozers, scrapers), hours of use, and the estimated area of disturbance calculated for each piece of equipment.

Operational Emissions

Operational emissions associated with development facilitated by the Ordinance were estimated using CalEEMod default vehicle trip data provided for residential units. Operational emissions would be comprised of mobile source emissions, emissions associated with energy consumption, and area source emissions. Mobile source emissions are generated by the increase in vehicle trips to and from the project site associated with operation of the project. Emissions attributed to energy use include electricity (although strictly related to greenhouse gas [GHG] emissions) and natural gas consumption for space and water heating and cooling, etc. Area source emissions are generated, for example, by landscape maintenance equipment, consumer products, and architectural coatings. Emissions from the full buildout of development facilitated by the Ordinance (i.e., buildout of 54 single-family units plus 20 ADUs a year over 10 years, for a total of 254 new residences) were calculated and compared to applicable thresholds.

Impact Analysis

a. Would the project conflict with or obstruct implementation of the applicable air quality plan?

As discussed above, under Air Quality Management, a project would conflict with or obstruct implementation of the AQMP for the Monterey Bay Region if it is inconsistent with the growth assumptions included in the 2015 AQMP (MBARD 2017). The "project" considered in this Initial Study consists of adoption and implementation of the amended and reinstated Ordinance, which would allow the use of POU and POE water treatment devices in out-of-compliance local small, State small, and public water systems in unincorporated Monterey County.

At full buildout, the Ordinance could facilitate development of approximately 54 new single-family units, plus up to 20 ADUs per year for approximately 10 years. As such, the Ordinance would result in an increase in the County's population. The California Department of Finance estimates the average household size in unincorporated Monterey County is 2.84 persons per dwelling unit (California Department of Finance 2025). Multiplying the 2.84 persons per dwelling unit by the project's 54 new single-family units and 200 ADUs results in an estimated additional population of 722 residents. This analysis conservatively assumes that these residents would be new residents relocating from outside the County.

The 2015 AQMP's population projections are based on regional growth forecasts prepared by the Association of Monterey Bay Area Governments. The population growth projections used in the 2015 AQMP forecast show that the population of Monterey County will reach 495,086 residents by 2035, an increase of 31,202 from 2025 projections (MBARD 2017). The population growth associated with the Ordinance represents approximately two percent of the total population growth expected in Monterey County between 2025 and 2035. Accordingly, development facilitated by the Ordinance would not exceed the 2015 AQMP population growth forecast for the County and would be consistent with the 2015 AQMP. Impacts would be less than significant.

LESS-THAN-SIGNIFICANT IMPACT

b. Would the project result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?

Although construction emissions are generally temporary, they can nonetheless result in short-term air quality impacts. In particular, fugitive particulate matter (PM) dust emissions are among the pollutants of greatest concern during construction activities. These emissions can cause adverse health effects as well as nuisance conditions, including reduced visibility and the soiling of exposed surfaces. Grading activities are the primary source of fugitive particulate matter dust during construction; however, emission levels vary widely depending on factors such as the intensity and type of construction activity, the number and types of equipment operating, vehicle speeds, local soil characteristics, meteorological conditions, and the extent of earth disturbance (e.g., grading, excavation, and cut-and-fill operations).

Emissions of ozone precursors such as nitrogen oxides (NO_X) and reactive organic gases (ROG) are primarily generated by the operation of off-road construction equipment and mobile sources (i.e., delivery vehicles, construction worker vehicles). Generation of these emissions vary as a function of the types and number of heavy-duty, off-road equipment used and the intensity and frequency of their operation, as well as vehicle trips per day associated with delivery of construction materials, the importing and exporting of soil, vendor trips, and worker commute trips.

The Ordinance would facilitate development of 54 new single-family units and 200 ADUs over approximately 10 years. To provide a conservative analysis, it was assumed that the construction of each residential unit would involve demolition, site-preparation, grading, excavation, paving, and architectural coating. The ozone precursors NO_X and ROG would be emitted by the operation of construction equipment, while PM_{10} (particulate matter with a diameter of 10 microns or less) would be emitted by activities that disturb the soil, such as grading and excavation.

Off-road equipment exhaust emissions, including from non-road engines defined by the United States Environmental Protection Agency (USEPA), were estimated based on emissions factors for individual pieces of construction equipment within CalEEMod, and default values were used to determine the amount of construction equipment that would be operating during construction of each residence. The emissions estimate conservatively assumes that all construction equipment required for development facilitated by the Ordinance would be operating on the same day for a total of eight hours; in reality, development facilitated by the Ordinance would be built out individually and gradually over several years. Emissions estimates also include emissions generated by construction workers traveling to and from each Subject Lot and ADU site, as well as trucks hauling materials to and from each site.

According to MBARD, construction related emissions could result in adverse health risks to nearby sensitive receptors if specified emission thresholds are exceeded, as shown in Table 5 (MBARD 2017). Construction would result in the temporary generation of vehicle and equipment exhaust and fugitive dust for the duration of construction activities. To provide a conservative evaluation of daily construction emissions, this analysis assumed that all 54 single-family units would be developed concurrently, with the 20 ADUs built annually. It was assumed that construction would start in 2027, and that each individual single-family unit and ADU would be constructed over the course of about one year. The 20 ADUs constructed each year beyond 2028 are anticipated to have similar or lesser emissions, as equipment

becomes more efficient and construction emissions would decrease. Estimated construction emissions associated with the project are presented in Table 5.

Table 5 Construction Emissions (pounds/day)

Year of Construction	ROG	NO_x	CO	SO_x	PM_{10}	$PM_{2.5}$
Single-Family Units						
2027	1	10	29	<1	9	<1
2028	114	9	14	<1	<1	<1
Accessory Dwelling Units						
2027	4	28	29	<1	9	5
Annually (2028 – 2037)	52	9	13	<1	<1	<1
Maximum Daily Emissions (Total)						
2027	5	38	58	<1	18	5
Annually (2028 – 2037)	166	18	27	<1	1	1
MBARD Threshold	N/A	N/A	N/A	N/A	82	N/A
Threshold Exceeded?	N/A	N/A	N/A	N/A	No	N/A

ROG = reactive organic gases; NOx = nitrogen oxides; CO = carbon monoxide; SOx = sulfur oxides; PM_{10} = particulate matter with a diameter of 10 micrometers and smaller; $PM_{2.5}$ = particulate matter with a diameter of 2.5 micrometers and smaller.

See Appendix A for CalEEMod modeling results.

As shown in Table 5, temporary construction emissions would vary by construction phase. During the first modeled year of construction activities (2027), demolition, grading, and initial building construction would generate higher particulate matter and NOx emissions. In subsequent construction phases, emissions profiles would shift, with building coating and paving activities resulting in higher ROG emissions. However, emissions would not exceed MBARD's significance thresholds. As such, construction air quality emissions during project construction would be consistent with the 2015 AQMP. Impacts would be less than significant.

Operational emissions would result from ongoing activities associated with occupancy of the 54 single-family units and 200 ADUs, including vehicle trips generated by residents, visitors, and service providers, as well as electricity and natural gas use for space heating, water heating, cooking, and other household uses. These activities would generate criteria air pollutants and greenhouse gas emissions on a daily basis for the life of the project. Table 6 summarizes the operational emissions from the development facilitated by the Ordinance at full buildout, assuming all 54 single-family units and 200 ADUs have been developed and are in operation.

Table 6 Operational Emissions (pounds/day)

	Estimated Emissions (lbs/day)					
	ROG	NO_x	CO	SO_x	PM_{10}	$PM_{2.5}$
Mobile	6	3	26	<1	6	2
Area	20	4	23	<1	1	1
Energy	<1	2	1	<1	<1	<1
Total Project	**26**	**9**	**50**	**<1**	**8**	**3**
MBARD Threshold	137	137	550	150	82	N/A
Threshold Exceeded?	No	No	No	No	No	N/A

ROG = reactive organic gases; NOx = nitrogen oxides; CO = carbon monoxide; SOx = sulfur oxides; PM_{10} = particulate matter with a diameter of 10 micrometers and smaller; $PM_{2.5}$ = particulate matter with a diameter of 2.5 micrometers and smaller.

See Appendix A for CalEEMod modeling results.

As shown in Table 6, operational emissions would not exceed the applicable MBARD thresholds for any of the criteria pollutants. Therefore, the operation of development facilitated by the Ordinance would be consistent with the 2015 AQMP, and overall, the Ordinance would not result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard. Impacts would be less than significant.

LESS-THAN-SIGNIFICANT IMPACT

c. Would the project expose sensitive receptors to substantial pollutant concentrations?

Construction Dust Emissions

Because the Ordinance would facilitate development on parcels located within out-of-compliance water systems where existing residences are present, it is assumed that development facilitated by the project would be constructed in close proximity to existing residences. MBARD recommends evaluating potential air quality impacts to sensitive receptors located within 1,000 feet of a project site. As discussed under impact (b) above, the maximum daily PM_{10} emissions associated with project construction would not exceed MBARD's significance threshold of 82 pounds per day. In addition, the PM_{10} emission estimates do not account for compliance with MBARD Rule 400 (Visible Emissions), Rule 425 (Use of Cutback Asphalt), and Rule 426 (Architectural Coatings). Compliance with these rules would further reduce particulate emissions by minimizing visible dust, limiting overspray and volatilization of coating materials that could otherwise become aerosolized, and reducing ROG emissions through limits on the volatile organic compound (VOC) content of architectural coatings used during construction (MBARD 2020). Therefore, construction-related emissions would not expose nearby sensitive receptors to substantial pollutant concentrations. Impacts associated with construction dust would be less than significant.

Short-Term Construction Toxic Air Contaminants

Construction of development facilitated by the Ordinance would result in the temporary emission of diesel particulate matter (DPM) exhaust emissions from off-road, heavy-duty diesel equipment during site preparation, demolition, grading, building construction, and other construction activities. DPM was identified as a toxic air contaminant (TAC) by CARB in 1998 (MBARD 2020; CARB 2024).

Generation of DPM from construction projects typically occurs in a single area for a short period. Project construction would involve the use of heavy construction equipment incrementally over approximately 10 years. The dose to which the receptors are exposed is the primary factor used to determine health risk. Dose is a function of the concentration of a substance or substances in the environment and the extent of exposure that person has to the substance. Dose is positively correlated with time, meaning that a longer exposure period would result in a higher exposure level for the Maximally Exposed Individual. The risks estimated for a Maximally Exposed Individual are higher if a fixed exposure occurs over a longer period of time. According to the California Office of Environmental Health Hazard Assessment, health risk assessments, which determine the exposure of sensitive receptors to toxic emissions, should be averaged over a 70-year exposure period; however, such assessments should be limited to the period/duration of activities associated with the project, and should reflect localized risks to these sensitive receptors based on activity location and distance (California Office of Environmental Health Hazard Assessment 2026).

Although construction of development facilitated by the Ordinance would occur over an approximately 10-year period, which represents about 33 percent of the 30-year exposure duration typically used in health risk assessments, construction would take place intermittently at varying locations throughout unincorporated Monterey County and during different years and months. As a result, construction-related emissions would not occur continuously at any single location, and no individual sensitive receptor would experience sustained exposure at levels that could result in a significant health impact. If an individual development project facilitated by the Ordinance is determined to have the potential to result in a significant health impact, the County of Monterey would require the preparation of a health risk assessment as part of the project's planning and permitting process.

Current models and methodologies used to evaluate health risks are based on long-term exposure durations of 9, 30, and 70 years. These exposure periods do not correspond well with the temporary, intermittent, and location-specific nature of construction activities, which makes it difficult to generate accurate estimates of construction-related health risk (Bay Area Air District 2023). In addition, construction DPM would be reduced through the use of control measures such as USEPA-compliant construction equipment equipped with Tier 4 engines, which emit substantially lower levels of DPM compared to older engines. With the use of Tier 4 equipment, DPM generated during project construction is not anticipated to result in an excess cancer risk greater than ten in one million for the Maximally Exposed Individual, nor to produce ground-level concentrations of non-carcinogenic toxic air contaminants that would result in a Hazard Index greater than one for the Maximally Exposed Individual. Therefore, construction activities would not expose sensitive receptors to substantial toxic air contaminant concentrations. Impacts would be less than significant.

Operational Toxic Air Contaminants

DPM would be emitted from diesel-fueled off-road equipment, including equipment used during landscaping, and by project-generated traffic (on-road diesel vehicles) within the vicinity of each development site. The particulate matter component of diesel exhaust has been classified as a TAC by CARB based on its potential to cause cancer and other adverse health effects. Urban roads with traffic volumes exceeding 100,000 vehicles per day or rural roads with volumes greater than 50,000 vehicles per day are potentially hazardous sources of TACs within 500 feet of a sensitive receptor (CARB 2017). Because the water systems that the Ordinance would apply to are generally located in rural or suburban areas, roadways near the Subject Lots and other potential development sites do not have traffic volumes that exceed these thresholds (see Environmental Checklist Section 17, *Transportation*). Therefore, each individual development site would not be located near any major sources of TACs, and the Ordinance would not expose sensitive receptors to substantial pollutant concentrations. Impacts would be less than significant.

Carbon Monoxide Hotspots

Areas with high vehicle density, such as congested intersections and parking garages, have the potential to create high concentrations of CO, known as CO “hot spots,” which can expose sensitive receptors to substantial pollutant concentrations. Specifically, hot spots can be created at intersections where traffic levels are sufficiently high such that the local CO concentration exceeds the federal AAQS of 35.0 parts per million (ppm) or the state AAQS of 20.0 ppm.

According to the MBARD CEQA Air Quality Guidelines, a local CO hotspot analysis should be conducted if:

- Intersections or road segments that operate at Level of Service (LOS) D or better would operate at LOS E or F with the project’s traffic,
- Intersections or road segments that operate at LOS E or F where the volume-to-capacity ratio would increase 0.05 or more with the project’s traffic,
- Intersections that operate at LOS E or F where delay would increase by 10 seconds or more with the project’s traffic,
- Unsignalized intersections which operate at LOS E or F where the reserve capacity would decrease by 50 or more with the project’s traffic,
- The project would generate substantial heavy duty traffic or generate substantial traffic along urban street canyons or near a major stationary source of CO.

As further described in Environmental Checklist Section 17, *Transportation*, the Ordinance would facilitate the development of 54 single-family units and 20 ADUs per year over an approximately 10-year period, and would not generate substantial heavy duty truck traffic or generate substantial traffic along urban street canyons or near major stationary sources of CO. Although the development facilitated by the Ordinance would add vehicle trips to roadway segments serving applicable water systems, only a few

residences would be added to each out-of-compliance water system, which would not substantially affect LOS or the volume-to-capacity ratio or delay substantially enough to warrant a CO hotspot analysis. As such, CO hotspot impacts would be less than significant.

LESS-THAN-SIGNIFICANT IMPACT

d. Would the project result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?

Construction of development facilitated by the Ordinance would generate temporary odors from vehicle exhaust and equipment exhaust. However, construction-related odors would disperse and dissipate and would not cause substantial odors at the closest sensitive receptors. Contractors would be required to comply with the provisions of California Code of Regulations (CCR) Sections 2449 and 2485, which prohibit diesel-fueled commercial motor vehicles and off-road diesel vehicles from idling for more than five minutes to minimize unnecessary fuel consumption, which would limit exhaust fumes. In addition, construction-related odors would be temporary and would cease upon completion of construction. During operation, the proposed residences would not be expected to produce other emissions that would result in odors. Therefore, development facilitated by the Ordinance would not result in other emissions, such as those leading to odors, that could adversely affect a substantial number of people. Impacts would be less than significant.

LESS-THAN-SIGNIFICANT IMPACT

4 Biological Resources

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
Would the project:				
a. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	☐	☐	■	☐
b. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	☐	☐	■	☐
c. Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	☐	☐	■	☐
d. Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	☐	☐	■	☐
e. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☐	☐	■
f. Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	☐	☐	☐	■

a. *Would the project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?*

b. *Would the project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?*

c. *Would the project have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?*

The Ordinance would facilitate development of a relatively small number of residences throughout Monterey County. Residential development is already allowed in these areas; the Ordinance would allow alternative and lower-cost water treatment options, thereby removing an economic constraint that could otherwise limit development. Further, the Subject Lots and other water systems in which development would occur are located in rural or low-density residential areas, make the presence of intact habitat and

sensitive natural communities less likely. However, it is possible that development facilitated by the Ordinance could be located in sensitive natural communities, riparian habitat, wetlands, or in areas that provide habitat for special status species.

Development facilitated by the Ordinance would remain subject to Monterey County's resource planning review process, which would be conducted by the County's Housing and Community Development Department and other departments as necessary when a project proponent applies for development permits. The planning review process would consider an individual project's consistency with County plans and regulations that pertain to biological resources, including General Plan policies, Local Coastal Program policies, ordinances related to biological resources, and state and federal laws, including but not limited to CEQA. As individual development is proposed in the Subject Lots or within other water systems, the County would review each site for the potential for special status species, sensitive communities, riparian areas, and wetlands to occur in an individual site. If any such resources are located within a proposed development site, the County would require further site-specific biological resources assessments and conditions of approval intended to avoid and minimize impacts.

The Ordinance itself does not include any specific development projects, and it would not directly authorize construction of new, previously unallowed development; it would facilitate the development residences in out-of-compliance water systems by making alternative water treatment options available. Individual projects made feasible by the Ordinance would continue to be subject to applicable County general plan policies, zoning regulations, and other laws pertaining to special-status species, riparian habitat, wetlands, or other sensitive natural communities. Accordingly, implementation of the Ordinance would not have a substantial adverse effect on special status species, riparian habitat, wetlands, or sensitive natural communities, and impacts would be less than significant.

LESS-THAN-SIGNIFICANT IMPACT

d. Would the project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?

The Ordinance would facilitate the development of housing in rural and low density residential areas, where wildlife movement is already influenced by existing roads, property boundaries, and structures. As described above, the Ordinance itself does not include any specific development projects, and it does not directly authorize construction of new, previously unallowed development; it would facilitate the development residences in out-of-compliance water systems by making alternative, lower-cost water treatment options available.

As described above, individual development in Subject Lots or other water systems would continue to be subject to the County's planning review process, which would consider the project's consistency with County plans and regulations that pertain to biological resources, including wildlife corridors. Biological review conducted for individual projects made feasible by the Ordinance would continue to assess site-specific conditions, including the presence of suitable habitat, known or potential wildlife movement patterns, and sensitive biological resources. Where necessary, project-level conditions of approval, avoidance measures, or setbacks would be imposed to avoid or minimize potential effects. Development would occur incrementally, within an already fragmented landscape, and would not interfere with established wildlife corridors. Therefore, the Ordinance would not substantially interfere with wildlife movement or the use of wildlife nursery sites, and impacts would be less than significant.

LESS-THAN-SIGNIFICANT IMPACT

e. Would the project conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

The Ordinance would not authorize new or previously unallowed development; it would facilitate development of residences in out-of-compliance water systems within existing parcels zoned for residential development by making alternative and lower-cost water treatment options available. The Ordinance would not modify or alter the implementation of County policies and regulations that pertain to biological resources, including General Plan and Local Coastal Program policies or zoning regulations. If individual development projects facilitated by the Ordinance require tree removal, development would remain subject to MCC Chapter 16.60, which requires appropriate review, avoidance, minimization, or mitigation when native trees may be affected. Therefore, the Ordinance would not conflict with local policies or ordinances protecting biological resources, and no impact would occur.

NO IMPACT

f. Would the project conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?

The Ordinance would not authorize new or previously unallowed development; it would facilitate development of residences in out-of-compliance water systems within existing parcels zoned for residential development by making alternative water treatment options available. Therefore, the Ordinance would not conflict with the provisions of a previously adopted habitat or conversation plan. No impact would occur.

NO IMPACT

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5 Cultural Resources

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
Would the project:				
a. Cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5?	☐	☐	■	☐
b. Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	☐	☐	■	☐
c. Disturb any human remains, including those interred outside of formal cemeteries?	☐	☐	☐	■

CEQA requires a lead agency to determine whether a project may have a significant effect on historical resources (Public Resources Code [PRC] Section 21084.1). A historical resource is a resource listed in, or determined to be eligible for listing in, the California Register of Historical Resources; a resource included in a local register of historical resources; or any object, building, structure, site, area, place, record, or manuscript a lead agency determines to be historically significant (CEQA Guidelines Section 15064.5[a][1-3]).

To more clearly differentiate between archaeological and built environment resources, the analysis under threshold (a) is limited to built environment resources. Archaeological resources, including those that may be considered historical resources pursuant to CEQA Guidelines Section 15064.5 and those that may be considered unique archaeological resources pursuant to PRC Section 21083.2, are considered under threshold (b).

a. *Would the project cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5?*

The Ordinance would allow alternative and lower-cost water treatment options, and accordingly, would facilitate development in vacant lots where development may otherwise be infeasible or cost prohibitive due to the failing centralized water treatment system. Therefore, it is assumed that development facilitated by the Ordinance would generally occur in vacant parcels, and would not require demolition. Further, development facilitated by the Ordinance would be subject to Monterey County's planning review process, which would consider if the project is consistent with General Plan policies and ordinances that pertain to the preservation of historic resources. If future development facilitated by the Ordinance as the potential to adversely affect a historic resource, it would be subject to MCC Chapter 18.25, which outlines regulations for the protection, enhancement, and preservation of historic resources. Accordingly, the Ordinance would not cause a substantial adverse change in the significance of a historical resource. Impacts would be less than significant.

LESS-THAN-SIGNIFICANT IMPACT

b. *Would the project cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?*

As discussed above, it is assumed that development facilitated by the Ordinance would generally occur in vacant parcels, which would have low levels of previous disturbance. Therefore, development in these sites could encounter unknown archaeological resources during construction. Development facilitated by the Ordinance would be subject to Monterey County's planning review process, which would consider if the project is consistent with General Plan policies and ordinances pertaining to archaeological

resources. As part of its review, the County would also consider if proposed development is located in an archaeologically sensitive area. If it is determined that the project may affect an archaeological resource, the County would require further site-specific archaeological resources assessments and conditions of approval intended to avoid and minimize impacts. Conditions of approval would require the project proponent to retain an on-call archeological monitor, who shall review and evaluate any inadvertent discoveries to determine if they are historical resource(s) and/or unique archaeological resources or tribal cultural resources under CEQA, If the find constitutes such a resource, the archaeological monitor shall recommend mitigation measures to mitigate to a less-than-significant impact in accordance with PRC Section 15064.5, including but not limited to a Cultural Resources Protection and Management Plan and conduct additional testing to determine the resources' boundaries, if needed.. Accordingly, the Ordinance would not cause a substantial adverse change in the significance of an archaeological resource, and impacts would be less than significant.

LESS-THAN-SIGNIFICANT IMPACT

c. Would the project disturb any human remains, including those interred outside of formal cemeteries?

If human remains are encountered during construction activities associated with development facilitated by the Ordinance, all work in the vicinity would be required to cease immediately in accordance with California Health and Safety Code Section 7050.5. The County Coroner would then determine the origin and appropriate disposition of the remains pursuant to Public Resources Code Section 5097.98. These requirements have been incorporated into standard County conditions of approval. With compliance with these regulations, development facilitated by the Ordinance would not result in substantial impacts associated with the disturbance of human remains. No impact would occur.

NO IMPACT

6 Energy

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
Would the project:				
a. Result in a potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	☐	☐	■	☐
b. Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	☐	☐	■	☐

Would the project result in a potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?

Construction of development facilitated by the Ordinance would involve typical activities such as site preparation and grading, building construction, utility installation, paving, and landscaping. Construction-related energy use would consist primarily of petroleum-based fuels for construction equipment, material delivery vehicles, and worker commutes. This energy use would occur intermittently over an approximately 10-year period and would be temporary in nature, and construction equipment and activities would be comparable to those of similar residential projects in the area. Construction of development facilitated by the Ordinance would be required to comply with CCR Title 13 Sections 2449 and 2485, which limit diesel vehicle idling to five minutes, and with USEPA construction equipment fuel efficiency standards. Additionally, future construction would comply with the current California Green Building Standards Code (CALGreen), which requires diversion of at least 65 percent of construction debris. Therefore, construction facilitated by the Ordinance would not involve the wasteful, inefficient, or unnecessary use of energy, and construction-related energy impacts would be less than significant.

Operation of development facilitated by the Ordinance would increase regional energy demand through the use of electricity, natural gas, gasoline, and diesel fuel for residential energy needs and vehicle travel. Electricity would be used for lighting, appliances, cooling, and water and wastewater conveyance, while natural gas would primarily be used for heating and cooking. Development would be required to comply with the latest California Building Standards Code (CCR Title 24), including CALGreen and the 2025 Building Energy Efficiency Standards (Title 24, Part 6), which mandate energy-efficient building materials and systems, solar photovoltaic installation for single-family residences (unless exempt), electric vehicle charging infrastructure, bicycle parking, water-efficient fixtures, and other energy-saving measures. These standards are designed to minimize inefficient or unnecessary energy consumption in new development. Accordingly, operation of development facilitated by the Ordinance would not result in wasteful, inefficient, or unnecessary use of energy, and operational energy impacts would be less than significant.

LESS-THAN-SIGNIFICANT IMPACT

b. Would the project conflict with or obstruct a state or local plan for renewable energy or energy efficiency?

The County has not adopted a specific renewable energy or energy efficiency plan. However, the County's General Plan Conservation and Open Space Element contains the following applicable policies related to energy (County of Monterey 2010):

Energy Resources Goal OS-9. Promote efficient energy use.

Policy OS-9.1. The use of solar, wind and other renewable resources for agricultural, residential, commercial, industrial, and public building applications shall be encouraged.

Policy OS-9.2. Development shall be directed toward cities, Community Areas, and Rural Centers where energy expended for transportation and provision of services can be minimized.

Policy OS-9.4. Lots shall be oriented to maximize the energy gains from solar and/or wind resources in order to minimize energy losses where possible.

As described under threshold (a), development facilitated by the Ordinance would comply with the current Building Energy Efficiency Standards and the 2025 California Energy Code, which require energy-efficient building systems, renewable energy integration, and smart energy management measures to reduce overall residential energy consumption. Development facilitated by the Ordinance would incorporate solar-ready infrastructure and design features to support efficient rooftop solar installation, consistent with the County's General Plan Conservation and Open Space Element Energy Resources Goal OS-9 and Policies OS-9.1 and OS-9.4. In addition, by allowing the use of alternative water treatment systems, the Ordinance would facilitate residential development in areas where residential uses are already allowed and anticipated, and water systems already exist, which would support Policy OS-9.2. Accordingly, the Ordinance would not conflict with or obstruct applicable state or local plans for renewable energy or energy efficiency, and impacts would be less than significant.

LESS-THAN-SIGNIFICANT IMPACT

7 Geology and Soils

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
Would the project:				
a. Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:				
1. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault?	☐	☐	■	☐
2. Strong seismic ground shaking?	☐	☐	■	☐
3. Seismic-related ground failure, including liquefaction?	☐	☐	■	☐
4. Landslides?	☐	☐	■	☐
b. Result in substantial soil erosion or the loss of topsoil?	☐	☐	■	☐
c. Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?	☐	☐	■	☐
d. Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?	☐	☐	■	☐
e. Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	☐	☐	■	☐
f. Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	☐	☐	■	☐

a.1. Would the project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault?

a.2. Would the project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving strong seismic ground shaking?

a.3. Would the project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving seismic-related ground failure, including liquefaction?

a.4. Would the project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving landslides?

Monterey County and the Central Coast region of California is known to be a seismically active area. Several faults are present in the County, including the San Andreas Fault, and the risk of liquefaction, landslides, and other geologic hazards varies throughout the County based on topography, soil types, and other conditions.

The Ordinance would facilitate development of a relatively small number of residences throughout Monterey County. Residential development is already allowed in these areas; the Ordinance would allow alternative and lower-cost water treatment options, thereby removing an economic constraint that could otherwise limit development. Accordingly, development facilitated by the Ordinance would remain subject to Monterey County's resource planning review process, which would be conducted by the County's Housing and Community Development Department and other departments as necessary when a project proponent applies for development. This review process would identify geologic hazards present in each individual development site. Further, development facilitated by the project would be required to comply with the California Building Code (CBC), which requires new residences to be designed based on site-specific seismic parameters, including Seismic Design Category and soil conditions, and to incorporate engineered structural systems capable of safely resisting anticipated earthquake forces. These requirements include, but are not limited to, minimum lateral force–resisting systems, foundation design standards, anchorage of structures to foundations, and prescriptive or engineered detailing for walls, floors, and roofs. Adherence to the CBC would therefore ensure that new residences are designed and constructed to reduce the potential for seismic damage and to protect public safety.

Development facilitated by the Ordinance would also be required to comply with existing MCC provisions that regulate grading, erosion control, and building construction. Title 16, Chapter 16.08 (Grading) requires discretionary review and permitting of grading activities and establishes standards for slope stability, excavation, fills, and inspections to reduce the risk of landslides and soil instability. Compliance with existing state and local regulations would ensure that site-specific geologic and seismic hazards are identified and adequately addressed during individual project design and construction, and would minimize the potential for geologic instability and related risks. Therefore, the Ordinance would not cause potential substantial adverse effects related to fault rupture, seismic ground shaking, liquefaction, or landslides, and impacts would be less than significant.

LESS-THAN-SIGNIFICANT IMPACT

b. Would the project result in substantial soil erosion or the loss of topsoil?

Development facilitated by the Ordinance would continue to be subject to MCC Chapter 16.12, which requires implementation of erosion control measures and runoff management to prevent accelerated erosion, soil loss, and downstream sedimentation that could exacerbate slope instability or damage adjacent properties and resources, particularly during storm events. Control measures would include appropriate best management practices such as temporary drainage controls, construction-phase sediment fencing, and soil stabilization. The small-scale nature of single-family units and ADUs facilitated by the Ordinance is not expected to generate substantial erosion, and any site-specific grading would remain governed by County regulations. Therefore, the Ordinance would not result in substantial soil erosion or the loss of topsoil, and impacts would be less than significant.

LESS-THAN-SIGNIFICANT IMPACT

c. Would the project be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?

As discussed above, the Ordinance would facilitate development of a relatively small number of residences throughout Monterey County. Residential development is already allowed in these areas; the Ordinance would only allow alternative and lower-cost water treatment options. Development would continue to be reviewed by County's Housing and Community Development Department and other departments as necessary, which may require preparation of a site-specific geotechnical report if a

particular site may be located on an unstable soil unit. Further, development in the Subject Lots and within other water systems would continue to be subject to MCC Chapter 16.08 (Grading), Chapter 16.12 (Erosion Control), and other County regulations related to unstable soil hazards, and the CBC, which requires foundations and structures to be designed to withstand site-specific geologic conditions. Therefore, the Ordinance would not result in hazards related to landslide, lateral spreading, subsidence, liquefaction, and collapse, and impacts would be less than significant.

LESS-THAN-SIGNIFICANT IMPACT

d. Would the project be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?

Development facilitated by the Ordinance would remain subject to Monterey County's resource planning review process, which would be conducted by the County's Housing and Community Development Department and other departments as necessary when a project proponent applies for development. This review process would identify geologic hazards present in each individual development site, which could include expansive soils. This review process may require preparation of a site-specific geotechnical report if a particular site may be located on expansive soils. If expansive soils are identified, compliance with the CBC's foundation design requirements, as well as geotechnical measures (e.g., engineered slabs, soil compaction, moisture control) recommended in site-specific geotechnical reports, would ensure that potential risks are minimized. Accordingly, the Ordinance would not result in substantial direct or indirect risks to life or property related to expansive soils, and impacts would be less than significant.

LESS-THAN-SIGNIFICANT IMPACT

e. Would the project have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?

The Ordinance would allow the use of POU or POE (potable) water treatment devices and would not modify existing regulations pertaining to wastewater treatment devices. If development facilitated by the Ordinance would use septic tanks or alternative wastewater disposal systems, development would remain subject to existing requirements regulating the installation and use of such systems, including MCC Chapter 15.20 (Sewage Disposal), and would require approval by the County Health Department. Chapter 15.20 regulates the siting, design, installation, operation, monitoring, and maintenance of on-site wastewater treatment systems to ensure that wastewater is adequately treated and disposed of in a manner protective of public health and water quality. These requirements include, but are not limited to, evaluation of site-specific soil conditions, groundwater depth and separation requirements, system sizing based on projected wastewater flows, setbacks from wells, surface waters, and drainage features, and ongoing maintenance obligations to ensure long-term system performance. These requirements ensure that site soils are capable of supporting septic systems or alternative wastewater disposal systems. The Ordinance does not modify these standards or allow development in areas where septic systems cannot be supported. Because septic system feasibility is determined at the project level and must meet all existing Health Department and County Code requirements before approval, the Ordinance would not result in development on soils incapable of supporting septic systems. Impacts would be less than significant.

LESS-THAN-SIGNIFICANT IMPACT

f. Would the project directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

Several areas located throughout the County are known to be sensitive for paleontological resources. Development facilitated by the Ordinance would remain subject to Monterey County's resource planning review process, which would be conducted by the County's Housing and Community Development Department and other departments as necessary when a project proponent applies for development. Part of this review process includes evaluating the site's sensitivity for paleontological resources. If a

particular development site overlies a geologic unit with high paleontological sensitivity, the development would be subject to standard Monterey County conditions of approval, which could include but would not be limited to work stoppage and evaluation by a qualified paleontologist if subsurface fossil material is uncovered during construction. These procedures comply with State requirements and ensure appropriate protection and treatment of paleontological resources. Therefore, the Ordinance would not result in the destruction of a unique paleontological resource or sire or unique geologic feature, and impacts would be less than significant.

LESS-THAN-SIGNIFICANT IMPACT

8 Greenhouse Gas Emissions

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
Would the project:				
a. Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	☐	☐	■	☐
b. Conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	☐	☐	■	☐

The majority of individual projects do not generate sufficient GHG emissions to create a project-specific impact through a direct influence on climate change; therefore, the issue of climate change typically involves an analysis of whether a project's contribution towards an impact is cumulatively considerable. According to the CEQA Guidelines Section 15355, "cumulatively considerable" means that the incremental effects of an individual project are significant when viewed in connection with the effects of past projects, other current projects, and probable future projects.

The County does not currently have an adopted GHG reduction plan with numerical reduction targets for individual uses and developments. The County is in the process of developing a Community Climate Action and Adaptation Plan (CCAAP) to reduce GHG emissions within the unincorporated County area. In October 2024, a Final Greenhouse Gas Emissions Inventory Report was prepared for the County's CCAAP (County of Monterey 2024). The CCAAP has not yet been approved or adopted; however, it is intended to align with the requirements of the General Plan, as well as State mandates, and will serve to reduce GHG emissions for target years 2030 and 2045. The long-term target year of 2045 was chosen to align with the statewide carbon neutrality goal expressed in Executive Order B-55-18.

Since MBARD has not adopted thresholds, the County uses consistency with applicable plans for the reduction of GHG emissions as the threshold for project significance.

Impact Analysis

a. *Would the project generate GHG emissions, either directly or indirectly, that may have a significant impact on the environment?*

b. *Would the project conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases?*

Construction Emissions

As discussed in Environmental Checklist Section 3, *Air Quality,* construction emissions were estimated using CalEEMod. The project would facilitate development of 54 new single-family units and 200 ADUs over approximately 10 years. To provide a conservative analysis, it was assumed that the construction of each residential unit would involve demolition, site-preparation, grading, excavation, paving, and architectural coating, and that construction of all residences would occur in a single year. This is a conservative assumption because development facilitated by the Ordinance would occur more gradually over several years. CalEEMod modeling outputs are included in Appendix A. Under these assumptions, development facilitated by the Ordinance would generate approximately 4,140 metric tons (MT) of carbon dioxide (CO_2) or carbon dioxide equivalents (CO_2e), as shown in Table 7. This total includes CO_2 and methane (CH_4) emissions, which are combined using standard global warming potential conversions. When amortized over a 30-year project lifespan, construction-related emissions would equal

approximately 138 MT CO_2e per year (*see* Appendix A for CalEEMod calculations). Construction emissions are provided for informational purposes only.

Table 7 Estimated Annual Construction GHG Emissions

Year of Construction	Annual Emissions (MT CO_2e)
Single Family Housing	
2027	383
2028	137
Accessory Dwelling Units (ADUs) - Annual[1]	
2027	321
2028	41
ADUs – Project Buildout[2]	
Years 1 - 10	3,620
Total Construction[3]	**4,140**
Amortized Over 30-Years	138 MT CO_2e

MT CO_2e = metric tons of carbon dioxide equivalents.

[1] Represents annual emissions, assuming 20 ADUs would be constructed per year.

[2] Represents emissions from construction of all 200 ADUs. It is anticipated that 20 ADUs would be constructed annually over the course of 10 years. As such, "ADUs – Project Buildout" was calculated by multiplying "ADUs – Annual" emissions values by 10.

[3] Represents the total project buildout of the ADUs and the single family housing.

See Appendix A for CalEEMod worksheets.

Operational Emissions

Operational GHG emissions were calculated using default assumptions for area source emissions, energy emissions, mobile source emissions, waste generation, and water use associated with residential development. It is estimated that project operational emissions would total approximately 2,092 MT CO_2e per year, with a total (including amortized construction emissions) of 2,230 MT CO_2e per year. The CalEEMod operational emissions are summarized below in Table 8. Operational emissions are provided for informational purposes only.

Table 8 Combined Annual Emissions of Greenhouse Gases

Emission Source	Annual Emissions (CO_2e in metric tons)[1]
Construction	138
Operational	
Mobile	956
Area	382
Energy	656
Water	34
Waste	63
Refrigerants	<1
Operational Total	2,092
Project Total (with amortized GHG)	**2,230**

CO_2e = carbon dioxide equivalents; GHG = greenhouse gas

[1] Numbers may not add directly due to rounding.

See Appendix A for CalEEMod worksheets.

The County has not adopted a specific renewable energy or energy efficiency plan (County of Monterey 2024). However, the following plans, policies, or regulations adopted for the purpose of reducing GHG emissions are applicable to the project.

Monterey Bay Air Resources District Air Quality Management Plan

Compliance with the 2015 AQMP is demonstrated under Environmental Checklist Section 3, *Air Quality,* impact (a) through impact (c). As described therein, the Ordinance would not result in population growth that would exceed the 2015 AQMP forecast, nor would the Ordinance result in emissions exceeding MBARD criteria pollutant thresholds or utilize construction equipment that is not accounted for within the CalEEMod model. Therefore, the Ordinance would not conflict with or obstruct implementation of the applicable air quality plan (the 2015 AQMP).

Association of Monterey Bay Area Governments Metropolitan Transportation Plan/Sustainable Communities Strategy

The Association of Monterey Bay Area Governments (AMBAG) adopted the Sustainable Communities Strategy (SCS) as part of the 2045 Metropolitan Transportation Plan (MTP) in June 2022.[5] The MTP serves as the long-range plan for the region, identifying transportation needs, investment priorities, and policy frameworks for local governments to foster sustainable development, including meeting the SB 375 GHG emissions reduction target of five percent below 2005 per capita GHG emissions by 2035. As part of meeting these reductions, AMBAG has an overall goal to assure that the region is EV ready. Emissions inventories are determined based on the AMBAG population growth forecasting to determine whether a project meets the SB 375 goals in the MTP/SCS. As described in Environmental Checklist Section 3, *Air Quality,* the Ordinance would not generate a population that exceeds the AMBAG population growth projections used in the 2015 AQMP, and as described below in Environmental Checklist Section 14, *Population and Housing,* the Ordinance would not generate a population that exceeds current AMBAG population forecasts. Further, development facilitated by the Ordinance would be required to comply with the latest iteration of the CBC, which would require EV infrastructure and solar-readiness at new residences. Therefore, the Ordinance would be consistent with AMBAG's MTP/SCS.

Monterey County 2010 General Plan

The County does not currently have an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of GHGs. However, the County's General Plan Conservation and Open Space Element contains the following applicable policies related to reducing GHG emissions through renewable energy sources (County of Monterey 2010).

> Policy OS-9.1. The use of solar, wind and other renewable resources for agricultural, residential, commercial, industrial, and public building applications shall be encouraged.
>
> Policy OS-9.4. Lots shall be oriented to maximize the energy gains from solar and/or wind resources in order to minimize energy losses where possible.
>
> Policy OS-9.6. Development shall incorporate features that reduce energy used for transportation, including pedestrian and bicycle pathways, access to transit, and roadway design as appropriate.

As described under Environmental Checklist Section 6, *Energy*, development facilitated by the Ordinance would meet the requirements of the current Building Energy Efficiency Standards and the current California Energy Code, which require efficient mechanical and lighting systems, and the integration of renewable energy and smart energy management measures to reduce overall energy consumption and

[5] AMBAG is currently drafting *Connect Monterey Bay 2050,* which once approved, would become the latest MTP/SCS and long range transportation plan for the Monterey Bay region. At the time of this analysis, the 2050 MTP/SCS has not been formally adopted. As such, the 2045 MTP/SCS is used.

thereby reduce GHG emissions (California Energy Commission 2026). Development facilitated by the Ordinance would comply with the CBC and would include solar panels or solar-ready infrastructure on proposed residential units, thereby complying with the County's General Plan Conservation and Open Space Element Policies OS-9.1 and OS-9.4, described above. Additionally, per 2025 CALGreen requirements, mandatory EV charging infrastructure would be provided as part of the project design. As such, the Ordinance would comply with the County's General Plan Conservation and Open Space Element Policy OS-9.6.

California Air Resources Board 2022 Scoping Plan Update

MBARD has not established quantitative thresholds of significance for GHG emissions to evaluate consistency with CARB's 2022 Scoping Plan Update and the State's goal of achieving carbon neutrality by 2045, nor has the County of Monterey adopted a qualified CAP with enforceable GHG reduction measures. Nevertheless, development facilitated by the Ordinance would be required to comply with the mandatory provisions of the current CALGreen Standards, including requirements for EV charging infrastructure and minimum on-site solar systems. Compliance with CALGreen would reduce both transportation- and energy-related GHG emissions over the operational life of future development. Although limited on-site natural gas use may occur during initial operational years, increased building efficiency, on-site renewable energy generation, and expanded EV charging capacity would help offset these emissions. In addition, statewide policies and market trends supporting electrification and reduced reliance on natural gas appliances are expected to further decrease on-site combustion-related GHG emissions over time as equipment is replaced. Accordingly, development facilitated by the Ordinance would be consistent with the GHG reduction framework established by the 2022 Scoping Plan Update, and GHG impacts would be less than significant.

LESS-THAN-SIGNIFICANT IMPACT

9 Hazards and Hazardous Materials

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
Would the project:				
a. Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	☐	☐	■	☐
b. Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	☐	☐	■	☐
c. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within 0.25 mile of an existing or proposed school?	☐	☐	☐	■
d. Be located on a site that is included on a list of hazardous material sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	☐	☐	■	☐
e. For a project located in an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?	☐	☐	☐	■
f. Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	☐	☐	■	☐
g. Expose people or structures, either directly or indirectly, to a significant risk of loss, injury, or death involving wildland fires?	☐	☐	■	☐

a. *Would the project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?*

b. *Would the project create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?*

Development facilitated by the Ordinance would involve construction or operational activities typical of residential development, and would not use or store hazardous materials beyond typical residential quantities (e.g., household cleaners, paints). Future development would be required to comply with State and federal laws regulating hazardous materials, including but not limited to the Hazardous Materials Transportation Act, Resource Conservation and Recovery Act, California Hazardous Material Management Act, and the California Code of Regulations Title 22. Therefore, the Ordinance would not create a significant hazard to the public or the environment through the transport, use, disposal, or release of hazardous materials, and impacts would be less than significant.

LESS-THAN-SIGNIFICANT IMPACT

c. Would the project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within 0.25 mile of an existing or proposed school?

Development facilitated by the Ordinance would generally be located in more rural areas and would not be proximate to schools. Further, the construction and operation of residences facilitated by the Ordinance would not be anticipated to result in hazardous emissions or use acutely hazardous materials. No impact would occur.

NO IMPACT

d. Would the project be located on a site that is included on a list of hazardous material sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?

The Ordinance would facilitate development in residential areas, where residential uses are currently present and additional residential development is planned and anticipated. There are generally fewer hazardous material sites in rural residential areas, and it is not anticipated that development facilitated by the Ordinance would be located on or near a hazardous materials site included on a list compiled pursuant to Government Code Section 65962.5. Nonetheless, development facilitated by the Ordinance would remain subject to Monterey County's resource planning review process, which would be conducted by the County's Housing and Community Development Department and other departments as necessary when a project proponent applies for development permits. If an individual project site is on or near a listed hazardous materials site, the County would require conditions of approval to address potential risks associated with hazardous materials. These conditions could include site-specific environmental assessments, soil and groundwater testing, implementation of remediation or mitigation measures, preparation of a health and safety plan, and/or restrictions on site disturbance. If necessary, applicable regulatory agencies such as the County Health Department, the California Department of Toxic Substances Control, the Regional Water Quality Control Board, the CalEPA Certified Unified Program Agency, or other agencies would oversee site testing and remediation activities to ensure compliance with state and federal hazardous materials regulations. Compliance with these requirements would ensure that any potential contamination is appropriately evaluated and managed prior to or during development. Therefore, the Ordinance would not create a significant hazard to the public or the environment related to listed hazardous materials sites, and impacts would be less than significant.

LESS-THAN-SIGNIFICANT IMPACT

e. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?

The nearest airport to the nearest Subject Lot is Monterey Regional Airport, which is located over two miles to the east. According to the Monterey Regional Airport Land Use Compatibility Plan (County of Monterey 2019) the nearest Subject Lot would not be located within the airport's land use planning boundaries. Therefore, the Ordinance would not result in an aircraft safety hazard or excessive aircraft noise for people residing or working in the project area, and no impact would occur.

NO IMPACT

f. Would the project impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

The Ordinance would facilitate development in areas where residential growth is already planned and anticipated. The addition of a few residences to each water system would not result in substantial traffic congestion or inhibit access for emergency response or evacuation. The Monterey County's Emergency Operations Plan, which establishes the overall framework for coordinated emergency response, evacuation, and recovery activities among County departments, local jurisdictions, special districts, and state and federal agencies, would remain applicable to development facilitated by the Ordinance. Therefore, development facilitated by the Ordinance would not impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan. Impacts would be less than significant.

LESS-THAN-SIGNIFICANT IMPACT

g. Would the project expose people or structures, either directly or indirectly, to a significant risk of loss, injury, or death involving wildland fires?

Environmental Checklist Section 20, *Wildfire,* discusses potential impacts related to wildfire in more detail. As discussed therein, although some development may be located in wildfire hazard zones, the Ordinance would not substantially affect the risk of loss, injury, or death involving wildland fires, and impacts would be less than significant.

LESS-THAN-SIGNIFICANT IMPACT

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10 Hydrology and Water Quality

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
Would the project:				
a. Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	☐	☐	■	☐
b. Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	☐	☐	■	☐
c. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:				
(i) Result in substantial erosion or siltation on- or off-site;	☐	☐	■	☐
(ii) Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site;	☐	☐	■	☐
(iii) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or	☐	☐	■	☐
(iv) Impede or redirect flood flows?	☐	☐	■	☐
d. In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	☐	☐	■	☐
e. Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	☐	☐	■	☐

a. Would the project violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?

Development facilitated by the Ordinance would be subject to MCC regulations that pertain to water quality. Specifically, MCC Chapter 16.08 (Grading) regulates excavation and earthwork activities and typically requires engineered grading plans and geotechnical review where development would create slopes steeper than a 2:1 horizontal-to-vertical ratio or cut slopes greater than five feet. These requirements are intended to minimize slope instability, erosion, and sediment transport that could otherwise result in the discharge of sediment to surface waters. In addition, Chapter 16.12 (Erosion Control) requires the preparation and implementation of erosion and sediment control measures during construction, including best management practices to prevent sediment-laden runoff from leaving the project site. Erosion and sediment control measures would include, but would not be limited to, limiting the extent and duration of soil disturbance; installation of silt fences, fiber rolls, or gravel bag barriers along downslope perimeters; use of temporary erosion control blankets or mulch on exposed soils; stabilization of construction entrances to reduce sediment tracking; protection of storm drain inlets;

implementation of sediment traps or basins where appropriate; and proper containment and management of construction materials, fuels, and concrete washout areas. Compliance with these regulations would reduce the potential for erosion, sedimentation, and pollutant discharges, thereby minimizing the risk of violating water quality standards or waste discharge requirements and avoiding substantial degradation of surface or groundwater quality.

Future development would remain subject to Monterey County's resource planning review process, which would be conducted by the County's Housing and Community Development Department and other departments as necessary when a project proponent applies for development permits. The planning review process would consider an individual project's consistency with County plans and regulations that pertain to water quality, including General Plan policies, Local Coastal Program policies, ordinances related to water quality, and state and federal laws, including but not limited to CEQA. This review would identify site-specific components that may impact surface or ground water quality. If development facilitated by the Ordinance intends to use septic or alternative wastewater treatment, this would be subject to the County's planning review process and Chapter 15.20, Sewage Disposal, of the MCC. Chapter 15.20 regulates on-site wastewater treatment systems and requires the proper design, placement, installation, maintenance, and evaluation of individual systems. These requirements include, but are not limited to, evaluation of site-specific soil conditions, groundwater depth and separation requirements, system sizing based on projected wastewater flows, setbacks from wells, surface waters, and drainage features, and ongoing maintenance obligations to ensure long-term system performance. Compliance with these requirements would minimize the risk of system failure or contamination. Therefore, development facilitated by the Ordinance would not violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality. Impacts would be less than significant.

LESS-THAN-SIGNIFICANT IMPACT

b. Would the project substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?

The Ordinance would facilitate development of a limited number of residences throughout Monterey County by allowing an alternative water treatment option within existing, noncompliant water systems. Residential development is already allowed and anticipated in these areas. The Ordinance would allow the use of POU or POE treatment devices for individual developments, whereas only centralized treatment systems are currently allowed. By authorizing these alternative, lower-cost treatment methods, the Ordinance would remove one existing constraint to development, However, it would not increase water availability or result in greater water consumption beyond what is already anticipated under existing regulations. Activation of connections or approval of individual units remains subject to EHB review for water system adequacy, and adequate water supply would be verified as part of review of each individual development application. The County would not approve a new residence or ADU in a shared well system unless adequate water supply is demonstrated. Therefore, development facilitated by the Ordinance would not substantially decrease groundwater supplies.

Development facilitated by the Ordinance would involve construction of single-family and ADUs, which, when considering total development throughout Monterey County, would negligibly increase impervious surface areas and would not substantially interfere with groundwater recharge. Development would continue to be subject to MCC Chapter 16.14, Urban Stormwater Quality Management and Discharge Control, which regulates stormwater discharges from development to protect surface water and groundwater quality by prohibiting non-stormwater discharges and requiring implementation of best management practices. Compliance with this ordinance, in combination with grading and erosion control requirements, would reduce the potential for construction- and operation-related runoff to violate either water quality standards or waste discharge requirements. Development facilitated by the Ordinance would not substantially decrease groundwater supplies or interfere with groundwater recharge. Impacts would be less than significant

LESS-THAN-SIGNIFICANT IMPACT

c.(i) Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would result in substantial erosion or siltation on- or off-site?

c.(ii) Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?

c.(iii) Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner that would create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?

c.(iv) Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would impede or redirect flood flows?

The Ordinance would facilitate development on parcels where residential uses are already planned and allowed by removing a constraint to development by authorizing alternative, lower-cost water treatment options. Most parcels where development could occur are presently suitable for residential use. Such development is unlikely to result in the alteration of a stream or river, flooding, or flood flows. Development facilitated by the Ordinance would not have significant impacts on either impervious surface areas or drainage patterns. Regardless, development facilitated by the Ordinance would remain subject to Monterey County's resource planning review process, which would be conducted by the County's Housing and Community Development Department and other departments as necessary when a project proponent applies for development permits. The planning review process would consider an individual project's consistency with County plans and regulations that pertain to on-site hydrology and drainage, including General Plan policies, Local Coastal Program policies, ordinances related to hydrology and drainage, and state and federal laws, including but not limited to CEQA. As individual development is proposed for the Subject Lots and/or within other water systems, the County would review each site for drainage impacts. If a site has particular drainage impacts, the County would require further site-specific runoff controls and conditions of approval to avoid and minimize impacts. Development would continue to be subject to MCC Chapter 16.14, Urban Stormwater Quality Management and Discharge Control, which regulates stormwater discharges from development to protect surface water and groundwater quality by prohibiting non-stormwater discharges and requiring implementation of best management practices. Accordingly, development facilitated by the Ordinance would not substantially alter the existing drainage pattern of the site or area. Impacts would be less than significant.

LESS-THAN-SIGNIFICANT IMPACT

d. In flood hazard, tsunami, or seiche zones, would the project risk release of pollutants due to project inundation?

As shown in Figure 2, most water systems with Subject Lots are located in inland areas of the County and would not be subject to flood or tsunami risk from the Pacific Ocean. Subject Lot Number 20 (shown Figure 2) is adjacent to the Pacific Ocean; however, the parcel is situated on a cliffside, and the developable portion of the parcel is located outside the tsunami hazard zone (California Department of Conservation 2026). In the northern portion of the County, Subject Lots and water systems more proximate to the Salinas River or Elkhorn Slough could be subject to flood hazard or seiche risk. Nevertheless, the Ordinance would facilitate residential development, which would not typically store large quantities of pollutants. In addition, development facilitated by the Ordinance would remain subject to Monterey County's resource planning review process. If an individual project is in a flood hazard zone, it would require a Floodplain Development Permit and would be subject to base flood elevation design

requirements. Therefore, development facilitated by the Ordinance would not risk release of pollutants due to project inundation. Impacts would be less than significant.

LESS-THAN-SIGNIFICANT IMPACT

e. Would the project conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?

The project site is in the Central Coastal Basin, which is regulated by the Central Coast Regional Water Quality Control Board (RWQCB). The Central Coast RWQCB regulates sources of water quality related issues resulting in actual or potential impairment or degradation of beneficial uses, or the overall degradation of water quality. The Water Quality Control Plan for the Central Coast Basin serves as the master water quality control planning document. It designates beneficial uses and water quality objectives for waters of the state, including surface waters and groundwater, and includes programs of implementation to achieve water quality objectives (Central Coast RWQCB 2024). As discussed under threshold (a) above, development facilitated by the Ordinance would neither violate water quality standards nor degrade water quality. The Ordinance would allow alternative water treatment options for development in out-of-compliance water systems, which would facilitate the provision of drinking water that meets drinking water standards. Therefore, the Ordinance would not conflict with or obstruct implementation of the Water Quality Control Plan for the Central Coast Basin.

There are several groundwater basins in Monterey County, including the Salinas Valley Basin and its different aquifers, the Pajaro Valley Basin, and the Carmel Valley Alluvial Aquifer. Most development facilitated by the Ordinance would overlie the Salinas Valley Basin, which is managed by the Salinas Valley Basin Groundwater Sustainability Agency. As discussed under threshold (b) above, the Ordinance would remove one existing constraint to development but would neither increase water availability nor result in greater water consumption beyond what is already anticipated under existing regulations. Therefore, the Ordinance would not result in greater groundwater consumption than anticipated by the Salinas Valley Basin Groundwater Sustainability Agency's long-term basin sustainability planning. Activation of connections or approval of individual units remains subject to EHB review for water system adequacy. Adequate water supply would be verified as part of review of each individual development application. If adequate water supply cannot be demonstrated, the County would not approve the proposed development. Therefore, development facilitated by the Ordinance would not conflict with a sustainable groundwater management plan. Impacts would be less than significant.

LESS-THAN-SIGNIFICANT IMPACT

11 Land Use and Planning

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
Would the project:				
a. Physically divide an established community?	☐	☐	☐	■
b. Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	☐	■

a. Would the project physically divide an established community?

The Ordinance would facilitate development of a relatively small number of residences throughout Monterey County. Residential development is already allowed in these areas; the Ordinance would only facilitate development by allowing alternative, lower-cost water treatment option. Therefore, the Ordinance would facilitate residential development in areas already zoned and planned for residential development, and would not introduce new features like public roads or new land use designations that could result in the physical division of an established community. Therefore, the Ordinance would not physically divide an established community and no impact would occur.

NO IMPACT

b. Would the project cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?

The Ordinance would not modify land use designations, zoning designations, General Plan policies, or any applicable Area Plan provisions adopted to avoid or mitigate environmental effects. The Ordinance would allow alternative water treatment options for parcels in out-of-compliance water systems where residential development is already planned and anticipated, and development facilitated by the Ordinance would remain subject to the MCC, the 2010 General Plan, applicable Area Plans, the Local Coastal Program if located in the coastal zone, and existing plans, policies, or regulations adopted for the purpose of avoiding or mitigating an environmental effect. No impact would occur.

NO IMPACT

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12 Mineral Resources

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
Would the project:				
a. Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	☐	☐	☐	■
b. Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?	☐	☐	☐	■

a. Would the project result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?

b. Would the project result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?

Implementation of the Ordinance would facilitate residential development in areas already designated for residential development, which are not located in areas with known mineral resources or mineral extraction operations. The development facilitated by the Ordinance would not result in the loss of availability of a known mineral resource, and no impact would occur.

NO IMPACT

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13 Noise

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
Would the project result in:				
a. Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	☐	☐	■	☐
b. Generation of excessive groundborne vibration or groundborne noise levels?	☐	☐	■	☐
c. For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☐	■

Overview of Noise and Vibration

Noise

Sound is a vibratory disturbance produced by a moving source and detected by the human hearing system. Noise is a subset of sound that is loud, unpleasant, unexpected, or undesired. The effects of noise can include annoyance, interference with speech, sleep disturbance, and, at higher levels or prolonged exposure, hearing impairment (Caltrans 2013). Noise levels are measured in A-weighted decibels (dBA), which adjust sound levels to reflect the sensitivity of the human ear, which is most responsive to frequencies near 4,000 Hertz. Because decibels are measured on a logarithmic scale, increases in sound energy do not correspond linearly to human perception. Generally, a 3 dBA change is barely perceptible, a 5 dBA change is clearly noticeable, and a 10 dBA increase is perceived as roughly twice as loud (Caltrans 2013).

As sound travels away from its source, noise levels decrease depending on distance, source type, ground conditions, and intervening structures. Noise from point sources typically attenuates by approximately 6 dBA per doubling of distance, while noise from line sources decreases by about 3 dBA per doubling. Soft ground surfaces provide additional attenuation, and natural or man-made barriers that block the line of sight can reduce noise levels by at least 5 dBA. Modern buildings further reduce noise exposure, typically providing an exterior-to-interior noise reduction of about 35 dBA (Caltrans 2013; Federal Highway Administration [FHWA] 2011).

Noise impacts also depend on duration and time of day. The equivalent sound level (Leq) is commonly used to represent average noise energy over a specified period, while Lmax and Lmin represent the highest and lowest measured levels. Because nighttime noise is more disturbing, community noise is often evaluated using Day-Night Average Level (DNL) or Community Noise Equivalent Level (CNEL), both of which apply penalties to evening and nighttime noise to reflect increased sensitivity during those hours (Caltrans 2013; Federal Transit Administration [FTA] 2018).

Vibration

Groundborne vibration consists of oscillatory waves that travel through the ground from a source to nearby buildings or structures, where the energy may propagate and be perceived indoors. Vibration may be felt or heard as low-frequency groundborne noise and can cause items such as windows, shelves, or wall hangings to rattle. While vibration is rarely annoying to people outdoors, it can be intrusive to occupants of vibration-sensitive land uses and, at sufficiently high levels, may cause structural or cosmetic damage. Groundborne vibration from human activities typically attenuates rapidly with distance and is commonly measured as peak particle velocity (PPV) or root mean squared velocity, expressed in inches per second. PPV is most often used because it correlates with stresses experienced by buildings (Caltrans 2020). Elevated vibration levels are generally associated with high-impact activities such as blasting, pile driving, demolition, drilling, or excavation.

Sensitive Receptors

Noise exposure goals for various types of land uses reflect the varying noise sensitivities associated with those uses. Typical noise-sensitive land uses are residences, schools, hospitals, childcare, senior care, congregate care and churches.

Vibration-sensitive receptors are similar to noise-sensitive receptors and include residences and institutional uses, such as schools, churches, and hospitals. However, vibration-sensitive receptors also include buildings where vibrations may interfere with vibration-sensitive equipment, which can be affected by levels that may be well below those associated with human annoyance.

Regulatory Setting

Monterey County General Plan

The Safety Element of the County's General Plan identifies sources of noise and provides policies addressing existing and foreseeable noise problems (County of Monterey 2010). It includes Goal S-7 to maintain a healthy and quiet environment free from annoying and harmful sounds. Policies S-7.1 through S-7.7 outline noise compatibility standards for new noise sensitive land uses and require new development to incorporate design elements to minimize noise impacts on surrounding uses. Acoustical analysis is required when a project may result in noise compatibility impacts.

Policy S-7.1 The Land Use Compatibility for Community Noise in the County's General Plan identifies noise levels up to 60 dBA CNEL are considered normally acceptable for low-density residential land use, and noise levels up to 70 dBA CNEL are conditionally acceptable with incorporation of noise insulation features.

Policy S-7.8 relates to potential vibration impacts. All discretionary projects that propose to use heavy construction equipment that has the potential to create vibrations that could cause structural damage to adjacent structures within 100 feet shall be required to submit a pre-construction vibration study prior to the approval of a building permit. Pile driving or blasting are illustrative of the type of equipment that could be subject to this policy.

Policy S-7.9 No construction activities pursuant to a County permit that exceed "acceptable" levels listed in Policy S-7.1 (described below) shall be allowed within 500 feet of a noise sensitive land use during the evening hours of Monday through Saturday, or anytime on Sunday or holidays, prior to completion of a noise mitigation study. Noise protection measures, in the event of any identified impact, may include but not be limited to:

- Constructing temporary barriers; or
- Using quieter equipment than normal.

Policy S-7.10 Construction projects shall include the following standard noise protection measures:

- Construction shall occur only during times allowed by ordinance/code unless such limits are waived for public convenience;
- All equipment shall have properly operating mufflers; and
- Lay-down yards and semi-stationary equipment such as pumps or generators shall be located as far from noise-sensitive land uses as practical.

Monterey County Code

MCC Chapter 10.60 (Noise) establishes noise regulations in Monterey County. Section 10.60.030 states that operation of equipment with the potential to produce noise exceeding 70 dBA, measured 50 feet from the equipment, during any time of the day is prohibited within 2,500 feet from any occupied dwelling unit. Section 10.60.040 of the County Code states that "loud and unreasonable" nighttime noise that exceeds a maximum noise level 65 dBA, or average noise level of 45 Leq dBA, shall not be allowed between the hours of 10:00 p.m. to 7:00 a.m.

a. Would the project result in generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?

Construction

As the County does not define a quantitative daytime construction noise threshold, for purposes of analyzing impacts from construction facilitated by the Ordinance, the County has determined that the FTA construction criteria are applicable to the proposed project. The FTA provides reasonable criteria for assessing construction noise impacts based on the potential for adverse community reaction in their *Transit and Noise Vibration Impact Assessment Manual* (FTA 2018). For residential uses, the daytime noise threshold is 80 dBA $L_{eq(8hr)}$ for an 8-hour period. Construction noise would be significant if it exceeds this threshold.

The Ordinance does not authorize specific development, but would facilitate the construction of new housing development in Monterey County. Over an approximately 10-year period, the Ordinance is anticipated to facilitate the development of up to 54 new single-family housing units and 200 ADUs dispersed throughout Monterey County. These units would be located on individual parcels within low-density and rural residential areas, where greater separation between residences and the absence of concentrated development patterns would further limit the potential for noticeable changes in ambient noise conditions.

Construction noise was evaluated using a conservative scenario in which a dozer, excavator, and backhoe would operate simultaneously during construction of a residence. Reference noise levels from the Roadway Construction Noise Model were applied, resulting in an estimated construction noise level of approximately 80 dBA L_{eq} at 50 feet. This level would not exceed the FTA's residential construction noise threshold of 80 dBA L_{eq}(8-hour). In addition, compliance with Policy S-7.10, as described in the *Regulatory Setting*, would ensure that construction activities occur only during allowable hours and that all equipment is equipped with properly maintained mufflers. With adherence to these requirements, construction-related noise would not result in a substantial temporary increase in ambient noise levels and impacts would be less than significant.

Stationary Operational Noise

Operational mechanical equipment (e.g., HVAC systems) would be installed on individual residences within a low-density or rural setting. In these areas, greater separation distances between homes typically limit the potential for noticeable increases in noise levels at nearby receptors. Operation of development facilitated by the Ordinance would be subject to Section 10.60.030 of the MCC, which restricts mechanical equipment noise to a maximum of 70 dBA, and Section 10.60.040, which limits nighttime noise to a maximum level of 65 dBA or an average level of 45 dBA Leq. Compliance with these local noise

standards would ensure that operational noise from mechanical equipment would not result in excessive noise levels. Therefore, operational noise impacts would be less than significant.

Operational Traffic Noise

Development facilitated by the Ordinance would not result in a substantial adverse effect on the transportation system as the incremental addition of 54 single-family units and 200 ADUs over the next 10 years would generate a minor increase in vehicle trips that would be absorbed by the existing roadway network without altering traffic patterns or creating new congestion. Traffic noise impacts would be less than significant.

LESS-THAN-SIGNIFICANT IMPACT

b. Would the project result in generation of excessive groundborne vibration or groundborne noise levels?

Land uses that typically generate groundborne vibration include industrial facilities, manufacturing facilities, or transportation operations. The Ordinance would facilitate residential development, which would not include substantial vibration sources in operation. Therefore, operational vibration impacts would be less than significant.

Construction activities have the greatest potential to generate ground-borne vibration affecting nearby receivers. The greatest anticipated source of vibration during general residential construction activities would be from a large bulldozer, which may be used within 15 feet of the nearest residential structures. It is not anticipated that more vibratory construction methods such as blasting or pile driving would be required for construction of development facilitated by the Ordinance. Table 9 shows vibration levels of anticipated equipment used during construction at distances of 15 feet and 25 feet from the nearest residential structures. Vibration levels were estimated using the FTA reference vibration levels at 25 feet.

Table 9 Vibration Levels Measured during Construction Activities

Construction Phase	PPV at 25 feet (in/sec)	PPV at 15 feet (in/sec)
Large Bulldozer	0.089	0.191
Loaded Trucks	0.076	0.164
Small Bulldozer	0.003	0.006

Source: FTA 2018

Based on FTA recommendations, limiting vibration levels to below 0.2 in/sec PPV at nonengineered timber and masonry buildings (residential buildings) would prevent architectural damage regardless of building construction type. A large bulldozer generates up to approximately 0.191 in/sec PPV at a distance of 15 feet (FTA 2018), which would not exceed the significance threshold of 0.2 in/sec PPV. Other construction equipment would have lower vibration levels, and would also not exceed the threshold. Therefore, development facilitated by the Ordinance would not generate excessive groundborne vibration or groundborne noise levels, and impacts would be less than significant.

LESS-THAN-SIGNIFICANT IMPACT

c. For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?

The nearest airport to the nearest Subject Lot is Monterey Regional Airport, which is located over two miles to the east. According to the Monterey Regional Airport Land Use Compatibility Plan (Monterey 2019), the nearest Subject Lot would not be located within the airport's 65 CNEL noise contour. Therefore, development facilitated by the Ordinance would not expose people or structures to airport noise. No impact would occur.

NO IMPACT

14 Population and Housing

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
Would the project:				
a. Induce substantial unplanned population growth in an area, either directly (e.g., by proposing new homes and businesses) or indirectly (e.g., through extension of roads or other infrastructure)?	☐	☐	■	☐
b. Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	■

a. Would the project induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?

As discussed under "Potential Buildout Facilitated by the Reinstated Ordinance" in Initial Study Section 8, *Description of Project*, it is conservatively estimated that the Ordinance would facilitate development of 54 new single-family units and approximately 20 ADUs per year over 10 years, for a total of 254 new residences in the County. The California Department of Finance estimates the average household size in unincorporated Monterey County is 2.84 persons per dwelling unit (California Department of Finance 2025). Multiplying the 2.84 persons per dwelling unit by the project's 254 units results in an estimated additional population of 722 residents. This analysis conservatively assumes that these residents would be new residents in the County and would relocate from elsewhere, and that the number of residents per ADU would be the same as residents per single-family unit.

The 2010 Monterey County General Plan projected future population growth with population projections provided by AMBAG. At the time the 2010 General Plan was prepared, AMBAG forecasted the population of Monterey County to increase from 464,847 people in 2010 to 602,731 people in 2030 (County of Monterey 2011). Since preparation of the 2010 General Plan, AMBAG's population projections have changed; as described in the 2026 Subregional Growth Forecast, AMBAG anticipates that the population of Monterey County will be approximately 446,857 people by 2030 and 454,652 by 2040 (AMBAG 2024).

According to the California Department of Finance, the 2025 population of Monterey County was 438,831 people (California Department of Finance 2025). Development facilitated by the Ordinance would add approximately 722 people to the County over 10 years. This increase is well within the anticipated population growth for the County, and accordingly, the Ordinance would not induce substantial unplanned population growth.

The extension of roadways and infrastructure is typically associated with the development of new subdivisions, which require new and extended roads, power lines, water lines, and other utilities to connect to several new parcels. As discussed under "Growth-Inducing Development Scenarios" in Initial Study Section 8, *Description of Project*, it is EHB's intent to eliminate the possibility of using POU or POE water treatment in future subdivisions on private wells, and to only allow new subdivisions to use centralized treatment if water treatment is necessary. Accordingly, the Ordinance would facilitate development in areas where roads and infrastructure are already present, and reinstatement of the Ordinance would not result in the extension of roads or other infrastructure that would indirectly induce growth. No impact would occur.

LESS-THAN-SIGNIFICANT IMPACT

b. Would the project displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?

The Ordinance would facilitate development of residences on vacant lots, and development of ADUs on previously developed lots within out-of-compliance water systems. Because residences facilitated by the Ordinance would be located on vacant lots, they would not displace existing people or housing. Further, the development of ADUs would provide additional housing, and since they would be accessory to an existing residence by nature, the ADUs developed under the Ordinance would not displace existing people or housing. Therefore, the Ordinance would not displace substantial numbers of people or housing and would not necessitate the construction of replacement housing elsewhere. No impact would occur.

NO IMPACT

15 Public Services

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
a. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, or the need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
1 Fire protection?	☐	☐	■	☐
2 Police protection?	☐	☐	■	☐
3 Schools?	☐	☐	■	☐
4 Parks?	☐	☐	■	☐
5 Other public facilities?	☐	☐	■	☐

a.1. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered fire protection facilities, or the need for new or physically altered fire protection facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives?

a.2. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered police protection facilities, or the need for new or physically altered police protection facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives?

a.3. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered schools, or the need for new or physically altered schools, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios or other performance objectives?

a.4. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered parks, or the need for new or physically altered parks, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios or other performance objectives?

a.5. Would the project result in substantial adverse physical impacts associated with the provision of other new or physically altered public facilities, or the need for other new or physically altered public facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives?

The Ordinance would facilitate development of a relatively small number of residences throughout Monterey County by allowing an alternative, lower-cost water treatment option. Residential development is already allowed in these areas, and existing residences in these areas are currently served by fire and police protection providers. Any new residences facilitated by the Ordinance would be located within the existing service areas of fire and police departments. Because the Ordinance would not enable growth beyond what is already allowed, nor extend development into new or unserved areas, it would not require the construction of new or expanded fire or police protection facilities.

Development facilitated by the Ordinance would be located across several school districts in the County. The relatively minor increase in residences would incrementally add students to the student population of each district, but would not introduce a substantial number of students such that new or physically altered schools would be required.

The Ordinance would facilitate the introduction of 722 residents throughout the County, which would incrementally increase demand for parks and recreational facilities. Because new residents would be dispersed throughout the County and would be introduced to the County gradually, the Ordinance would not result in the need for new or physically altered parks. Overall, impacts related to public services would be less than significant.

LESS-THAN-SIGNIFICANT IMPACT

16 Recreation

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
a. Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☐	■	☐
b. Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	☐	☐	■	☐

a. Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?

b. Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?

As discussed above in Environmental Checklist Section 15, *Public Services,* the Ordinance would facilitate the introduction of 722 residents throughout the County, which would incrementally increase demand for parks and recreational facilities. New residents would be dispersed throughout the County and would be introduced to the County gradually. The relatively minor increase in residents would not result in the substantial physical deterioration of recreational facilities. Further, residential development facilitated by the Ordinance would not include the construction or expansion of recreational facilities. Impacts to recreation would be less than significant.

LESS-THAN-SIGNIFICANT IMPACT

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17 Transportation

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
Would the project:				
a. Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?	☐	☐	☐	■
b. Conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?	■	☐	☐	☐
c. Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible use (e.g., farm equipment)?	☐	☐	■	☐
d. Result in inadequate emergency access?	☐	☐	■	☐

a. Would the project conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?

The Ordinance would facilitate development of a relatively small number of residences throughout Monterey County by allowing alternative, lower-cost water treatment options, thereby removing an economic constraint on development. Residential development is already allowed in these areas. Transportation to and from these residences would be accommodated by existing transit, roadway, bicycle, and pedestrian facilities. Development facilitated by the Ordinance would not conflict with a program, plan, ordinance, or policy addressing the circulation system. No impact would occur.

NO IMPACT

b. Would the project conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?

CEQA Guidelines section 15064.3, subdivision (b), requires transportation impacts to be evaluated based on vehicle miles traveled (VMT), rather than in terms of level of service or roadway congestion. VMT represents the amount and distance of automobile travel associated with a project and is used as a metric for transportation-related environmental effects, including greenhouse gas emissions and energy consumption. At this time, the County has not adopted their own VMT thresholds. Therefore, state guidelines were used as guidance for evaluating potential transportation impacts from the Ordinance.

In its *Technical Advisory on Evaluating Transportation Impacts in CEQA*, the Governor's Office of Land Use and Climate Innovation (LCI, formerly Office of Planning and Research) recommends that projects resulting in VMT per capita or total VMT that is less than or equal to 85 percent of existing regional or citywide averages be considered less than significant for CEQA purposes. In other words, projects that generate VMT greater than 15 percent below the baseline level of VMT are considered to have significant impacts under CEQA (LCI 2018).

Development facilitated by the Ordinance would occur within existing out-of-compliance local small, State small, and public water systems. These water systems are generally located outside the service boundaries of municipal and regional water providers and are typically situated in rural areas of Monterey County. As a result, the subject parcels and associated water systems where development could occur under the Ordinance tend to be farther from schools, employment centers, commercial services, and other common daily destinations. Consequently, future residents in these areas would generally be required to travel longer distances to access routine services and activities compared to residents in urban or suburban areas.

In the *Technical Advisory,* LCI identifies several screening thresholds for land use projects to identify when a project should be expected to cause a less-than-significant impact to VMT without conducting a detailed study. These screening thresholds apply to small projects that generate less than 110 trips per day, residential and office projects located in areas with low existing VMT, or projects located near transit services. Development facilitated by the Ordinance would facilitate development of 54 new single-family units and up to 200 ADUs, and residents of this development, when considered together, would generate more than 110 trips per day. Due to the rural nature of where development would occur, development facilitated by the Ordinance would not be located in areas with low existing VMT or in areas near existing transit services. Therefore, none of the screening thresholds apply and development facilitated by the Ordinance cannot be assumed to have a less than significant VMT impact.

Monterey County has identified several transportation demand management strategies to reduce VMT, including the provision of transit services, ridesharing and commuting services, bicycle infrastructure, and neighborhood enhancement strategies that promote mixed-use development and shorter trip lengths. These strategies are generally most effective in urbanized areas with higher densities, established transit networks, and close proximity between residential uses, employment centers, and daily services. However, these strategies would not effectively reduce VMT associated with development facilitated by the Ordinance, because development would be located in generally rural areas characterized by low densities, dispersed land uses, and limited to no access to transit services, bicycle facilities, or nearby commercial centers. In these settings, residents typically rely on personal vehicles to meet daily travel needs, and opportunities to shift trips to alternative modes of transportation are limited. While Countywide transportation demand management strategies would remain in place; however, they would not substantially alter travel behavior or meaningfully reduce VMT generated by development facilitated by the Ordinance.

Because VMT screening thresholds do not apply impacts related to VMT would be potentially significant.

POTENTIALLY SIGNIFICANT IMPACT

c. Would the project substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible use (e.g., farm equipment)?

Development facilitated by the Ordinance would occur in areas where residential development is already planned and anticipated. Although VMT associated with new rural residential development may be higher per-capita than urban areas, the Ordinance would facilitate a relatively small number of additional residences, dispersed across out-of-compliance water systems throughout the County. As a result, while VMT impacts would be potentially significant, the incremental increase in traffic volumes on individual roadways would be minimal. Individual development applications would continue to be reviewed by Monterey County and local emergency service providers for hazardous roadway conditions and emergency vehicle access. The relatively minimal, dispersed increase in residential units would not introduce incompatible roadway uses or increase traffic volumes to a degree that would create hazardous roadway conditions. Impacts would be less than significant.

LESS-THAN-SIGNIFICANT IMPACT

d. Would the project result in inadequate emergency access?

As discussed above, development facilitated by the Ordinance would occur where residential development is already planned and anticipated, in areas already served by existing roads. Individual development applications would be reviewed by local emergency service providers for adequate emergency access. In addition, development facilitated by the Ordinance would be dispersed, with only a few Subject Lots identified for each affected water system. The addition of a few residences to each water system would not substantially increase traffic or congestion in one area such that emergency access is impacted. Impacts would be less than significant.

LESS-THAN-SIGNIFICANT IMPACT

18 Tribal Cultural Resources

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in a Public Resources Code Section 21074 as either a site, feature, place, or cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
a. Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k)?	☐	☐	■	☐
b. A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1? In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	☐	☐	■	☐

a. *Would the project cause a substantial adverse change in the significance of a tribal cultural resource as defined in Public Resources Code Section 21074 that is listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k)?*

b. *Would the project cause a substantial adverse change in the significance of a tribal cultural resource as defined in Public Resources Code 21074 that is a resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1?*

The Ordinance would allow alternative and lower-cost water treatment options, and accordingly, would facilitate development in vacant lots where development may otherwise be infeasible or cost prohibitive due to the failing centralized water treatment system. Therefore, it is assumed that development facilitated by the Ordinance would generally occur in vacant parcels, and could encounter unknown tribal cultural resources during construction.

Development facilitated by the Ordinance would be subject to Monterey County's planning review process, and would be subject to General Plan policies and ordinances pertaining to tribal cultural resources, as well as any statutory requirements. As part of its review, the County would determine if proposed development is located in an sensitive area or an area known to contain tribal cultural resources. If it is determined that the project may affect a resource, the County would require further site-specific resources assessments and conditions of approval intended to avoid and minimize impacts. Conditions of approval typically require construction work to halt if unanticipated tribal cultural resources are uncovered, and a qualified archaeologist or tribal monitor must evaluate the find and recommend appropriate treatment. Individual development projects would also be evaluated for consistency with the 2010 General Plan and the applicable area plan, which contain policies related to the protection and preservation of tribal cultural resources. In the 2010 General Plan, Policy OS-8.1 directs the identification and protection of burial sites and sacred places and states they shall be preserved to the greatest extent possible as permitted by law. Further, Policy OS-8.3 requires that development proposed on sites containing known burials or cemeteries shall not modify, disturb, excavate, or otherwise develop such areas until full compliance with CEQA, the Native American Heritage Commission, applicable Health and

Safety Code and Government Code provisions, and any completed Memorandum of Understanding with a local tribe has been achieved.

If any kind of human remains are encountered during construction activities associated with development facilitated by the Ordinance, all work in the vicinity would be required to cease immediately in accordance with California Health and Safety Code Section 7050.5. The County Coroner would then determine the origin and appropriate disposition of the remains pursuant to Public Resources Code Section 5097.98. Accordingly, the Ordinance would not cause a substantial adverse change in the significance of a tribal cultural resource, and impacts would be less than significant.

LESS-THAN-SIGNIFICANT IMPACT

19 Utilities and Service Systems

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
Would the project:				
a. Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	☐	☐	■	☐
b. Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?	☐	☐	■	☐
c. Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	☐	☐	■	☐
d. Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	☐	☐	■	☐
e. Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	☐	☐	■	☐

a. Would the project require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?

The Ordinance would facilitate development of a limited number of residences throughout Monterey County by allowing an alternative water treatment option within existing, noncompliant water systems. Residential development is already allowed and anticipated in these areas. The County would not approve a new residence or ADU in a shared well system unless adequate water supply is demonstrated The Ordinance would allow the use of POU or POE treatment devices for individual developments, whereas only centralized treatment systems are currently allowed. By authorizing these alternative treatment methods, the Ordinance would remove one existing constraint to development but would not increase water availability or result in greater water consumption beyond what is already anticipated under existing regulations. Further, the construction of POU or POE water treatment devices would generally be contained within the construction footprint of individual development facilitated by the Ordinance, and would not constitute the construction of substantial new or expanded water treatment facilities.

The Ordinance would not alter existing requirements and regulations that pertain to the provision of wastewater treatment, storm drainage, electric power, natural gas, and telecommunications facilities in the County. Development facilitated by the Ordinance would continue to be required to provide such facilities, and the potential environmental impacts of these facilities would be evaluated by the County for each individual development application. Therefore, development facilitated by the Ordinance would not result in significant environmental effects related to the relocation or construction of new or expanded

water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, and impacts would be less than significant.

LESS-THAN-SIGNIFICANT IMPACT

b. Would the project have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?

As discussed above, the Ordinance would facilitate development of a limited number of residences throughout Monterey County by allowing an alternative water treatment option within existing, noncompliant water systems. By authorizing alternative treatment methods, the Ordinance would remove one existing constraint to development but would not increase water availability or result in greater water consumption beyond what is already anticipated under existing regulations. The Ordinance would not create new water systems or make new water sources available, and it would not change entitlement to water. Activation of connections or approval of individual units remains subject to EHB review for water system adequacy, and adequate water supply would be verified as part of review of each individual development application. The County would not approve a new residence or ADU in a shared well system unless adequate water supply is demonstrated. Therefore, the Ordinance would not result in insufficient water supplies for reasonably foreseeable future development during normal, dry and multiple dry years, and impacts would be less than significant.

LESS-THAN-SIGNIFICANT IMPACT

c. Would the project result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?

Development facilitated by the Ordinance would generally occur in rural areas outside the service boundaries of municipal or regional wastewater treatment providers and would therefore rely on on-site septic systems or other alternative wastewater treatment systems. A limited number of residences facilitated by the Ordinance may be located within areas served by an existing wastewater treatment provider. In those instances, any additional wastewater generated by a small number of residences would represent a negligible increase in wastewater flows and would not meaningfully affect wastewater treatment operations or capacity.

Most development facilitated by the Ordinance would require on-site wastewater treatment, and wastewater treatment methods and devices would continue to be subject to the County's planning review process and Chapter 15.20, Sewage Disposal, of the MCC. Chapter 15.20 regulates on-site wastewater treatment systems and requires the proper design, placement, installation, maintenance, and evaluation of individual systems. Therefore, the Ordinance would not result in a determination by a wastewater treatment provider that it has inadequate capacity, and impacts would be less than significant.

LESS-THAN-SIGNIFICANT IMPACT

d. Would the project generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?

e. Would the project comply with federal, state, and local management and reduction statutes and regulations related to solid waste?

The approximately 54 single-family units and 200 ADUs facilitated by the Ordinance would generate a relatively minor amount of solid waste in the County. The California Department of Resources Recycling and Recovery (CalRecycle) estimates the average household generates approximately 10 pounds of solid waste per day (CalRecycle 1992). At full buildout, the 254 units facilitated by the Ordinance would result in the generation of 2,440 pounds of solid waste per day, or 1.2 tons per day. The primary landfills in Monterey County include the Monterey Peninsula Landfill in Marina, and the Johnson Canyon Sanitary

Landfill located near Gonzales. These landfills have a maximum daily throughput of 3,500 tons and 1,600 tons, respectively, and both have several million cubic yards of remaining capacity (CalRecycle 2026a; 2026b). Development facilitated by the Ordinance would be required to comply with CALGreen, which mandates that at least 65 percent of non-hazardous construction and demolition waste be diverted from landfills. Therefore, development facilitated by the Ordinance would not generate solid waste in excess of state and local standards or in excess of local infrastructure capacity. Impacts would be less than significant.

LESS-THAN-SIGNIFICANT IMPACT

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20 Wildfire

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:				
a. Substantially impair an adopted emergency response plan or emergency evacuation plan?	☐	☐	■	☐
b. Due to slope, prevailing winds, and other factors, exacerbate wildfire risks and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	☐	☐	■	☐
c. Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	☐	☐	■	☐
d. Expose people or structures to significant risks, including downslopes or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	☐	☐	■	☐

a. If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project substantially impair an adopted emergency response plan or emergency evacuation plan?

Development facilitated by the Ordinance would occur throughout the County's unincorporated areas. Because these areas are generally rural, many of the residences facilitated by the Ordinance would likely be located within Moderate, High, or Very High Fire Hazard Severity Zones, as designated by the California Department of Forestry and Fire Protection (CALFIRE; CALFIRE 2023). The Ordinance would facilitate development in areas where residential growth is already planned and anticipated, and would add a relatively small number of residences to each out-of-compliance water system. The addition of a few residences to each water system would not result in substantial traffic congestion or inhibit access for emergency response or evacuation. Accordingly, the Ordinance would not substantially impair an adopted emergency response plan or emergency evacuation plan, and impacts would be less than significant.

LESS-THAN-SIGNIFICANT IMPACT

b. If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project, due to slope, prevailing winds, and other factors, exacerbate wildfire risks and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?

The Ordinance would facilitate development in areas where residential growth is already planned and anticipated, and would not substantially increase the risk of wildfire. Future development facilitated by the Ordinance would likely be located in a Moderate, High, or Very High FHSZs, and environmental conditions such as slope, wind, and other factors can influence the likelihood or the behavior of a wildfire. Development would continue to be subject regulations and ordinances intended to reduce the risk of wildfire hazards to residential uses. This includes compliance with CBC wildland-urban interface construction standards, which regulate building construction in fire prone areas and requires ignition-

resistant materials, and CAL FIRE Defensible Space Requirements (Public Resources Code Section 4291), which requires property owners to maintain defensible space and to keep roadways and buildings free of vegetation for emergency access. In addition, development facilitated by the Ordinance would be subject to MCC Chapter 18.56 (Wildfire Protection) which requires development to have adequate fire apparatus access, sufficient on-site water supply and pressure for firefighting, and allows the County to apply site-specific wildfire protection measures based on site topography, slope, vegetation, access, and other environmental conditions. Therefore, the Ordinance would not exacerbate wildfire risks due to slope, prevailing winds, or other factors, and impacts would be less than significant.

LESS-THAN-SIGNIFICANT IMPACT

c. *If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?*

The Ordinance would facilitate development in areas where residential growth is already planned and anticipated, in areas already served by existing roadways, water sources, power lines, and other utilities. Individual residences facilitated by the Ordinance may require on-site wastewater treatment systems or minor extensions of power lines, but the installation of this infrastructure would not substantially increase fire risk in the areas where development would occur and would not result in temporary or ongoing impacts to the environment. As discussed above, development facilitated by the Ordinance would comply with CBC wildland-urban interface construction standards, CALFIRE Defensible Space Requirements, and MCC Chapter 18.56, which would require specific construction materials and methods in fire-prone areas and site-specific wildfire protection measures. Therefore, the Ordinance would not exacerbate risk associated with the installation or maintenance of roads and utility infrastructure, and impacts would be less than significant.

LESS-THAN-SIGNIFICANT IMPACT

d. *If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project expose people or structures to significant risks, including downslopes or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?*

Development facilitated by the Ordinance could be located on sloped sites subject to landslides and slope instability, which could be exacerbated by a wildfire or post-wildfire conditions. Development would be subject to MCC regulations that pertain to development on sloped sites. Chapter 16.08, Grading, regulates excavation and earthwork and typically requires engineered grading plans and geotechnical review for sites that create slops steeper than a 2:1 horizontal to vertical ratio or cut slopes greater than five feet. Chapter 16.12, Erosion Control, requires preparation and implementation of erosion and sediment control measures when development occurs on slopes prone to accelerated erosion. In addition, Chapter 18.56, Wildfire Protection, allows the County to apply site-specific conditions where slope can increase wildfire risk. Development facilitated by the Ordinance would also be subject to the County's resource planning review process, which would be conducted by the County's Housing and Community Development Department and other departments as necessary when a project proponent applies for development. This review process would identify potential hazards present in each individual development site, and pursuant to MCC Chapter 18.56, the County is authorized to apply site-specific wildfire protection measures to minimize fire risks. With compliance with these requirements and implementation of protection measures, development facilitated by the Ordinance would not expose people or structures to significant risks from downslope and downstream flooding, landslides, or runoff related to post-fire slope instability. Impacts would be less than significant.

LESS-THAN-SIGNIFICANT IMPACT

21 Mandatory Findings of Significance

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
Does the project:				
a. Have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	☐	☐	■	☐
b. Have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	☐	☐	■	☐
c. Have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☐	■	☐

a. *Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?*

As discussed in Environmental Checklist Section 4, *Biological Resources*, the proposed project would not substantially reduce the habitat of fish and wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, eliminate a plant or animal community, or substantially reduce the number or restrict the range of a rare or endangered plant or animal. In addition, as discussed in Environmental Checklist Section 5, *Cultural Resources*, the project would not eliminate important examples of the major periods of California history or prehistory because none are known to be present in the project area. Impacts would be less than significant.

LESS-THAN-SIGNIFICANT IMPACT

b. *Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?*

Cumulative impacts are defined as two or more individual (and potentially less than significant) project effects which, when considered together or in concert with other projects, combine to result in a significant impact within an identified geographic area. Cumulatively considerable impacts could occur if the construction of other projects occurs at the same time as development facilitated by the Ordinance and in the same vicinity, such that the effects of similar impacts of multiple projects combine to expose adjacent sensitive receptors to greater levels of impact than would occur under the proposed project. For

example, if the construction of other projects in the area occurs at the same time as construction of development facilitated by the Ordinance, potential impacts associated with noise and traffic in the project area may be more substantial.

This Initial Study effectively provides a cumulative impact analysis for development facilitated by the Ordinance. The Ordinance would facilitate the development of single-family units on Subject Lots, which would generally be exempt from CEQA review on an individual basis, and the development of ADUs, which would generally be exempt from CEQA review with their permitting streamlined by State law (see "Accessory Dwelling Units – Development Scenario 4" in Initial Study Section 8, *Description of Project)*. This Initial Study in and of itself provides a holistic, cumulative impact analysis of development facilitated by the Ordinance, which is estimated to include up to 54 single-family units and 200 ADUs that would be built out over approximately 10 years. Therefore, this Initial Study in part addresses impacts that individually limited but cumulatively considerable. Nevertheless, the cumulative analysis herein evaluates development facilitated by the Ordinance in combination with buildout allowed under the 2010 General Plan in order to more fully capture the potential cumulative impacts associated with the Ordinance.

Pursuant to CEQA Guidelines Section 15130(b), the lead agency should define the geographic scope of the area affected by cumulative impacts, and that the lead agency may evaluate cumulative impacts either by using a list of past, present and probably future projects, or by using a summary of projections contained in an adopted local, regional, or statewide plan. Such plans may include a general plan, regional transportation plan or in an adopted or certified prior environmental document for such a plan. For this Initial Study, the County's 2010 General Plan and associated Environmental Impact Report (EIR) are used to evaluate cumulative impacts.

The geographic scope of potential cumulative impacts is Monterey County. This geographic scope is appropriate because the Ordinance would apply to out-of-compliance water systems throughout the unincorporated area of Monterey County. Significant cumulative impacts would occur if cumulative impacts are already present in the applicable geographic scope, and if implementation of the Ordinance would contribute considerably to those impacts. The 2010 General Plan EIR analyzed the cumulative buildout of development in Monterey County under the General Plan, and identified significant and unavoidable impacts to aesthetics, agriculture, air quality, climate change, water resources, population and housing, and public services and utilities (County of Monterey 2011). Therefore, buildout under the 2010 Monterey County General Plan would result in cumulative impacts to these resource areas.

Because the primary result of the Ordinance would be additional housing and population in the County, the Ordinance could result in cumulatively considerable impacts if individual developments made feasible by the Ordinance exceed the buildout estimates in the 2010 General Plan and its associated EIR. The 2010 General Plan EIR identifies that the County has experienced steady, if sometimes uneven, increases in population and housing, and that implementation of the 2010 General Plan would facilitate the buildout of approximately 10,015 additional dwelling units in the unincorporated area by 2030. Using AMBAG population projections, the 2010 General Plan EIR identified a potential population increase of approximately 25,292 people (County of Monterey 2011). The 2010 General Plan EIR determined that most of this growth would occur in the northern plan areas of the County, with approximately 3,295 dwelling units in Fort Ord, 259 units in Pajaro, 278 units in Boronda, and 625 units in Castroville (County of Monterey 2011).

Development facilitated by the Ordinance would be consistent with this anticipated growth. As discussed in Initial Study Section 8, *Description of Project*, and shown in Figure 1, most water systems are located in the northern portion of the County. As discussed in Environmental Checklist Section 14, *Population and Housing*, development and population facilitated by the Ordinance would be within the population and housing estimates included in the 2010 General Plan and its EIR, and would be within current (2026) AMBAG population projections for 2030 and 2040. Accordingly, development facilitated by the Ordinance would occur in areas where growth was already planned and anticipated, and consists of growth anticipated by the 2010 General Plan EIR. As discussed in Environmental Checklist Section 17, *Transportation,* the Ordinance would result in potentially significant impacts related to VMT. The 2010 General Plan EIR was certified before VMT became the standard metric for determining transportation

impacts, and does not contain a VMT-based analysis. Outside of the Monterey peninsula and Salinas, Monterey County is generally rural in character, with low population densities, limited transit services, and long travel distances between residential areas, employment centers, and services. As a result, most new developments would be automobile-dependent and would generate higher VMT per capita compared to baseline conditions. Therefore, given the level of development anticipated and evaluated in the General Plan and its EIR, it is reasonable to conclude that a VMT-based analysis would have identified potentially significant VMT impacts had such an analysis been required at the time. Although the Ordinance may result in potentially significant impacts related to VMT, the buildout facilitated by the Ordinance would be relatively small compared to buildout envisioned under the 2010 General Plan. Overall, the Ordinance would not result in a cumulatively considerable contribution to cumulative impacts in Monterey County.

LESS-THAN-SIGNIFICANT IMPACT

c. Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?

Impacts to human beings are generally associated with air quality, hazards and hazardous materials, noise, and wildfire. As detailed in Environmental Checklist Section 3, *Air Quality*, the Ordinance would not result, either directly or indirectly, in substantial adverse effects related to air quality. As discussed in Environmental Checklist Section 9, *Hazards and Hazardous Materials*, development facilitated by the Ordinance would not result in impacts related to hazards and hazardous materials. As discussed in Environmental Checklist Section 13, *Noise*, impacts related to noise would be less than significant, and as discussed in Environmental Checklist Section 20, *Wildfire*, impacts related to wildfire would be less than significant. Therefore, impacts to human beings would be less than significant.

LESS-THAN-SIGNIFICANT IMPACT

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Appendix A

CalEEMod Modeling Results

POU-POE Ordinance Change Project - Construction SFH ONLY Detailed Report

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1. Basic Project Information

1.1. Basic Project Information

Data Field	Value
Project Name	POU-POE Ordinance Change Project - Construction SFH ONLY
Construction Start Date	1/1/2027
Lead Agency	—
Land Use Scale	Plan/community
Analysis Level for Defaults	County
Windspeed (m/s)	2.80000
Precipitation (days)	27.6000
Location	Monterey County, CA, USA
County	Monterey
City	Monterey
Air District	Monterey Bay ARD
Air Basin	North Central Coast
TAZ	3238
EDFZ	6
Electric Utility	Pacific Gas & Electric Company
Gas Utility	Pacific Gas & Electric
App Version	2022.1.1.39

1.2. Land Use Types

Land Use Subtype	Size	Unit	Lot Acreage	Building Area (sq ft)	Landscape Area (sq ft)	Special Landscape Area (sq ft)	Population	Description
Single Family Housing	44.0000	Dwelling Unit	14.2857	85,800.0	515,366	—	146.000	—

1.3. User-Selected Emission Reduction Measures by Emissions Sector

No measures selected

2. Emissions Summary

2.1. Construction Emissions Compared Against Thresholds

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Un/Mit.	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	114.262	114.238	9.55951	13.6217	0.02403	0.33782	0.12978	0.46760	0.31090	0.03142	0.34231	—	2,596.34	2,596.34	0.10679	0.03651	0.59790	2,610.49
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	3.70871	3.12267	28.0353	28.9327	0.06093	1.17173	7.78332	8.95506	1.07799	3.96740	5.04539	—	6,729.30	6,729.30	0.27667	0.05947	0.01554	6,753.95
Average Daily (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	6.66103	6.59594	9.17665	11.5218	0.02120	0.34523	0.59380	0.93903	0.31767	0.24638	0.56405	—	2,303.98	2,303.98	0.09523	0.02803	0.17301	2,314.89
Annual (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	1.21564	1.20376	1.67474	2.10273	0.00387	0.06301	0.10837	0.17137	0.05797	0.04496	0.10294	—	381.451	381.451	0.01577	0.00464	0.02864	383.256

2.2. Construction Emissions by Year

2.2.1. Total Construction Emissions by Year, Unmitigated

Includes both onsite and offsite emissions.

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Year	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e

Daily - Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2027	1.31230	1.09914	9.55951	13.6217	0.02402	0.33782	0.12978	0.46760	0.31090	0.03142	0.34231	—	2,596.34	2,596.34	0.10677	0.03651	0.59790	2,610.49
2028	114.262	114.238	9.08442	13.5747	0.02403	0.30149	0.12978	0.43126	0.27747	0.03142	0.30889	—	2,592.48	2,592.48	0.10679	0.03641	0.54381	2,606.55
Daily - Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2027	3.70871	3.12267	28.0353	28.9327	0.06093	1.17173	7.78332	8.95506	1.07799	3.96740	5.04539	—	6,729.30	6,729.30	0.27667	0.05947	0.01554	6,753.95
2028	1.25922	1.05725	9.10345	13.5496	0.02403	0.30149	0.12978	0.43126	0.27747	0.03142	0.30889	—	2,586.39	2,586.39	0.10453	0.03686	0.01408	2,600.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2027	1.25630	1.05584	9.17665	11.5218	0.02120	0.34523	0.59380	0.93903	0.31767	0.24638	0.56405	—	2,303.98	2,303.98	0.09523	0.02803	0.17301	2,314.89
2028	6.66103	6.59594	2.95608	4.42118	0.00758	0.09921	0.04223	0.14145	0.09130	0.01017	0.10147	—	820.460	820.460	0.03291	0.01134	0.07581	824.738
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2027	0.22927	0.19269	1.67474	2.10273	0.00387	0.06301	0.10837	0.17137	0.05797	0.04496	0.10294	—	381.451	381.451	0.01577	0.00464	0.02864	383.256
2028	1.21564	1.20376	0.53949	0.80687	0.00138	0.01811	0.00771	0.02581	0.01666	0.00186	0.01852	—	135.836	135.836	0.00545	0.00188	0.01255	136.545

2.2.2. Onsite Construction Emissions by Year, Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Year	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily - Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2027	1.23076	1.02988	9.39093	12.9379	0.02340	0.33657	0.00000	0.33657	0.30965	0.00000	0.30965	—	2,397.08	2,397.08	0.09724	0.01945	0.00000	2,405.30
2028	114.248	114.225	8.92495	12.9352	0.02340	0.30024	0.00000	0.30024	0.27622	0.00000	0.27622	—	2,397.46	2,397.46	0.09725	0.01945	0.00000	2,405.68
Daily - Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2027	3.63178	3.05170	27.9724	28.2794	0.06093	1.17173	7.66623	8.83797	1.07799	3.93995	5.01795	—	6,598.08	6,598.08	0.26765	0.05353	0.00000	6,620.72
2028	1.18481	0.99143	8.92495	12.9352	0.02340	0.30024	0.00000	0.30024	0.27622	0.00000	0.27622	—	2,397.46	2,397.46	0.09725	0.01945	0.00000	2,405.68

Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2027	1.20179	1.00734	9.06824	11.0766	0.02086	0.34455	0.50505	0.84961	0.31699	0.22506	0.54205	—	2,179.31	2,179.31	0.08840	0.01768	0.00000	2,186.79
2028	6.63641	6.57392	2.90502	4.22413	0.00741	0.09886	0.00000	0.09886	0.09095	0.00000	0.09095	—	761.025	761.025	0.03087	0.00617	0.00000	763.636
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2027	0.21933	0.18384	1.65495	2.02148	0.00381	0.06288	0.09217	0.15505	0.05785	0.04107	0.09892	—	360.810	360.810	0.01464	0.00293	0.00000	362.049
2028	1.21114	1.19974	0.53017	0.77090	0.00135	0.01804	0.00000	0.01804	0.01660	0.00000	0.01660	—	125.996	125.996	0.00511	0.00102	0.00000	126.429

2.2.3. Offsite Construction Emissions by Year, Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Year	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily - Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2027	0.08154	0.06927	0.16858	0.68379	0.00063	0.00125	0.12978	0.13103	0.00125	0.03142	0.03267	—	199.260	199.260	0.00954	0.01706	0.59790	205.181
2028	0.07566	0.06742	0.15947	0.63949	0.00063	0.00125	0.12978	0.13103	0.00125	0.03142	0.03267	—	195.028	195.028	0.00954	0.01696	0.54381	200.865
Daily - Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2027	0.08792	0.08110	0.18823	0.74671	0.00063	0.00125	0.13382	0.13382	0.00125	0.03142	0.03267	—	193.038	193.038	0.01058	0.01741	0.01554	198.508
2028	0.07440	0.06581	0.17850	0.61435	0.00063	0.00125	0.12978	0.13103	0.00125	0.03142	0.03267	—	188.935	188.935	0.00728	0.01741	0.01408	194.320
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2027	0.05451	0.04850	0.10840	0.44519	0.00034	0.00068	0.08874	0.08942	0.00068	0.02132	0.02200	—	124.669	124.669	0.00683	0.01035	0.17301	128.097
2028	0.02462	0.02201	0.05106	0.19705	0.00017	0.00035	0.04223	0.04258	0.00035	0.01017	0.01052	—	59.4349	59.4349	0.00204	0.00517	0.07581	61.1019
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2027	0.00995	0.00885	0.01978	0.08125	0.00006	0.00012	0.01620	0.01632	0.00012	0.00389	0.00401	—	20.6404	20.6404	0.00113	0.00171	0.02864	21.2079
2028	0.00449	0.00402	0.00932	0.03596	0.00003	0.00006	0.00771	0.00777	0.00006	0.00186	0.00192	—	9.84012	9.84012	0.00034	0.00086	0.01255	10.1161

3. Construction Emissions Details

3.1. Site Preparation (2027)

3.1.1. Onsite - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	3.63178	3.05170	27.9724	28.2794	0.04891	1.17173	—	1.17173	1.07799	—	1.07799	—	5,297.82	5,297.82	0.21490	0.04298	—	5,316.00
Dust From Material Movement	—	—	—	—	—	—	7.66623	7.66623	—	3.93995	3.93995	—	—	—	—	—	—	—
Onsite truck	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.09950	0.08361	0.76637	0.77478	0.00134	0.03210	—	0.03210	0.02953	—	0.02953	—	145.146	145.146	0.00589	0.00118	—	145.644
Dust From Material Movement	—	—	—	—	—	—	0.21003	0.21003	—	0.10794	0.10794	—	—	—	—	—	—	—
Onsite truck	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Off-Road Equipm	0.01816	0.01526	0.13986	0.14140	0.00024	0.00586	—	0.00586	0.00539	—	0.00539	—	24.0305	24.0305	0.00097	0.00019	—	24.1130
Dust From Material Movement	—	—	—	—	—	—	0.03833	0.03833	—	0.01970	0.01970	—	—	—	—	—	—	—
Onsite truck	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000

3.1.2. Offsite - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.07693	0.07097	0.06293	0.65338	0.00000	0.00000	0.11709	0.11709	0.00000	0.02745	0.02745	—	114.817	114.817	0.00790	0.00520	0.01160	116.575
Vendor	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Hauling	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00209	0.00193	0.00159	0.01711	0.00000	0.00000	0.00315	0.00315	0.00000	0.00074	0.00074	—	3.16045	3.16045	0.00021	0.00014	0.00528	3.21330
Vendor	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Hauling	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00038	0.00035	0.00029	0.00312	0.00000	0.00000	0.00058	0.00058	0.00000	0.00013	0.00013	—	0.52325	0.52325	0.00003	0.00002	0.00087	0.53200
Vendor	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Hauling	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000

3.2. Grading (2027)

3.2.1. Onsite - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	3.50534	2.94546	25.5801	27.2816	0.06093	1.04307	—	1.04307	0.95962	—	0.95962	—	6,598.08	6,598.08	0.26765	0.05353	—	6,620.72
Dust From Material Movement	—	—	—	—	—	—	3.58940	3.58940	—	1.42496	1.42496	—	—	—	—	—	—	—
Onsite truck	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.28811	0.24209	2.10247	2.24233	0.00501	0.08573	—	0.08573	0.07887	—	0.07887	—	542.308	542.308	0.02200	0.00440	—	544.169
Dust From Material Movement	—	—	—	—	—	—	0.29502	0.29502	—	0.11712	0.11712	—	—	—	—	—	—	—
Onsite truck	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Off-Road Equipm	0.05258	0.04418	0.38370	0.40922	0.00091	0.01565	—	0.01565	0.01439	—	0.01439	—	89.7852	89.7852	0.00364	0.00073	—	90.0934
Dust From Material Movement	—	—	—	—	—	—	0.05384	0.05384	—	0.02137	0.02137	—	—	—	—	—	—	—
Onsite truck	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000

3.2.2. Offsite - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.08792	0.08110	0.07192	0.74671	0.00000	0.00000	0.13382	0.13382	0.00000	0.03137	0.03137	—	131.220	131.220	0.00903	0.00594	0.01326	133.229
Vendor	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Hauling	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00715	0.00663	0.00546	0.05865	0.00000	0.00000	0.01080	0.01080	0.00000	0.00253	0.00253	—	10.8358	10.8358	0.00071	0.00049	0.01811	11.0170
Vendor	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Hauling	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00131	0.00121	0.00100	0.01070	0.00000	0.00000	0.00197	0.00197	0.00000	0.00046	0.00046	—	1.79399	1.79399	0.00012	0.00008	0.00300	1.82400
Vendor	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Hauling	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000

3.3. Building Construction (2027)

3.3.1. Onsite - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.23076	1.02988	9.39093	12.9379	0.02340	0.33657	—	0.33657	0.30965	—	0.30965	—	2,397.08	2,397.08	0.09724	0.01945	—	2,405.30
Onsite truck	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.23076	1.02988	9.39093	12.9379	0.02340	0.33657	—	0.33657	0.30965	—	0.30965	—	2,397.08	2,397.08	0.09724	0.01945	—	2,405.30
Onsite truck	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.66957	0.56029	5.10896	7.03865	0.01273	0.18311	—	0.18311	0.16846	—	0.16846	—	1,304.09	1,304.09	0.05290	0.01058	—	1,308.56
Onsite truck	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.12220	0.10225	0.93239	1.28455	0.00232	0.03342	—	0.03342	0.03074	—	0.03074	—	215.906	215.906	0.00876	0.00175	—	216.647

Onsite truck	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000

3.3.2. Offsite - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.07364	0.06563	0.04459	0.62424	0.00000	0.00000	0.10598	0.10598	0.00000	0.02484	0.02484	—	110.240	110.240	0.00610	0.00435	0.40386	112.094
Vendor	0.00790	0.00364	0.12399	0.05955	0.00063	0.00125	0.02379	0.02504	0.00125	0.00657	0.00782	—	89.0201	89.0201	0.00343	0.01271	0.19403	93.0876
Hauling	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.06964	0.06423	0.05696	0.59140	0.00000	0.00000	0.10598	0.10598	0.00000	0.02484	0.02484	—	103.926	103.926	0.00715	0.00470	0.01050	105.517
Vendor	0.00749	0.00332	0.13127	0.06110	0.00063	0.00125	0.02379	0.02504	0.00125	0.00657	0.00782	—	89.1123	89.1123	0.00343	0.01271	0.00504	92.9909
Hauling	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.03750	0.03476	0.02862	0.30748	0.00000	0.00000	0.05664	0.05664	0.00000	0.01326	0.01326	—	56.8045	56.8045	0.00370	0.00256	0.09493	57.7545
Vendor	0.00419	0.00187	0.07000	0.03262	0.00034	0.00068	0.01275	0.01343	0.00068	0.00353	0.00421	—	48.4507	48.4507	0.00187	0.00691	0.04563	50.6036
Hauling	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00684	0.00634	0.00522	0.05611	0.00000	0.00000	0.01034	0.01034	0.00000	0.00242	0.00242	—	9.40463	9.40463	0.00061	0.00042	0.01572	9.56191
Vendor	0.00076	0.00034	0.01278	0.00595	0.00006	0.00012	0.00233	0.00245	0.00012	0.00064	0.00077	—	8.02156	8.02156	0.00031	0.00114	0.00755	8.37800
Hauling	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000

3.4. Building Construction (2028)

3.4.1. Onsite - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.18481	0.99143	8.92495	12.9352	0.02340	0.30024	—	0.30024	0.27622	—	0.27622	—	2,397.46	2,397.46	0.09725	0.01945	—	2,405.68
Onsite truck	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.18481	0.99143	8.92495	12.9352	0.02340	0.30024	—	0.30024	0.27622	—	0.27622	—	2,397.46	2,397.46	0.09725	0.01945	—	2,405.68
Onsite truck	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.33156	0.27745	2.49759	3.61984	0.00655	0.08402	—	0.08402	0.07730	—	0.07730	—	670.913	670.913	0.02722	0.00544	—	673.215
Onsite truck	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.06051	0.05063	0.45581	0.66062	0.00120	0.01533	—	0.01533	0.01411	—	0.01411	—	111.077	111.077	0.00451	0.00090	—	111.458
Onsite truck	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000

3.4.2. Offsite - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.06859	0.06388	0.04059	0.58348	0.00000	0.00000	0.10598	0.10598	0.00000	0.02484	0.02484	—	108.236	108.236	0.00610	0.00435	0.37123	110.057
Vendor	0.00707	0.00353	0.11888	0.05601	0.00063	0.00125	0.02379	0.02504	0.00125	0.00657	0.00782	—	86.7923	86.7923	0.00343	0.01261	0.17257	90.8075
Hauling	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.06754	0.06249	0.05295	0.55638	0.00000	0.00000	0.10598	0.10598	0.00000	0.02484	0.02484	—	102.046	102.046	0.00384	0.00470	0.00960	103.553
Vendor	0.00686	0.00332	0.12554	0.05798	0.00063	0.00125	0.02379	0.02504	0.00125	0.00657	0.00782	—	86.8892	86.8892	0.00343	0.01271	0.00448	90.7671
Hauling	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.01851	0.01719	0.01360	0.14793	0.00000	0.00000	0.02913	0.02913	0.00000	0.00682	0.00682	—	28.6917	28.6917	0.00088	0.00132	0.04486	29.1508
Vendor	0.00195	0.00096	0.03440	0.01591	0.00017	0.00035	0.00656	0.00691	0.00035	0.00181	0.00216	—	24.2995	24.2995	0.00096	0.00356	0.02087	25.4044
Hauling	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00338	0.00314	0.00248	0.02700	0.00000	0.00000	0.00532	0.00532	0.00000	0.00124	0.00124	—	4.75024	4.75024	0.00015	0.00022	0.00743	4.82625
Vendor	0.00036	0.00018	0.00628	0.00290	0.00003	0.00006	0.00120	0.00126	0.00006	0.00033	0.00040	—	4.02306	4.02306	0.00016	0.00059	0.00346	4.20598
Hauling	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000

3.5. Paving (2028)

3.5.1. Onsite - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e

Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.81550	0.68524	6.62754	9.90989	0.01395	0.25554	—	0.25554	0.23510	—	0.23510	—	1,511.03	1,511.03	0.06129	0.01226	—	1,516.22
Paving	0.00000	0.00000	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.04468	0.03755	0.36315	0.54301	0.00076	0.01400	—	0.01400	0.01288	—	0.01288	—	82.7962	82.7962	0.00336	0.00067	—	83.0803
Paving	0.00000	0.00000	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.00815	0.00685	0.06628	0.09910	0.00014	0.00256	—	0.00256	0.00235	—	0.00235	—	13.7079	13.7079	0.00056	0.00011	—	13.7549
Paving	0.00000	0.00000	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000

3.5.2. Offsite - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e

Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.06495	0.06050	0.03844	0.55254	0.00000	0.00000	0.10036	0.10036	0.00000	0.02353	0.02353	—	102.496	102.496	0.00578	0.00412	0.35155	104.221
Vendor	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Hauling	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00343	0.00319	0.00252	0.02743	0.00000	0.00000	0.00540	0.00540	0.00000	0.00126	0.00126	—	5.32004	5.32004	0.00016	0.00024	0.00832	5.40517
Vendor	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Hauling	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00063	0.00058	0.00046	0.00501	0.00000	0.00000	0.00099	0.00099	0.00000	0.00023	0.00023	—	0.88079	0.88079	0.00003	0.00004	0.00138	0.89489
Vendor	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Hauling	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000

3.6. Architectural Coating (2028)

3.6.1. Onsite - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.12985	0.10731	0.80814	1.11833	0.00173	0.01536	—	0.01536	0.01413	—	0.01413	—	133.517	133.517	0.00542	0.00108	—	133.975

Architectural	114.118	114.118	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.00711	0.00588	0.04428	0.06128	0.00009	0.00084	—	0.00084	0.00077	—	0.00077	—	7.31600	7.31600	0.00030	0.00006	—	7.34111
Architectural Coatings	6.25305	6.25305	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.00130	0.00107	0.00808	0.01118	0.00002	0.00015	—	0.00015	0.00014	—	0.00014	—	1.21125	1.21125	0.00005	0.00001	—	1.21540
Architectural Coatings	1.14118	1.14118	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000

3.6.2. Offsite - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e

Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.01372	0.01278	0.00812	0.11670	0.00000	0.00000	0.02120	0.02120	0.00000	0.00497	0.00497	—	21.6471	21.6471	0.00122	0.00087	0.07425	22.0114
Vendor	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Hauling	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00072	0.00067	0.00053	0.00579	0.00000	0.00000	0.00114	0.00114	0.00000	0.00027	0.00027	—	1.12359	1.12359	0.00003	0.00005	0.00176	1.14157
Vendor	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Hauling	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00013	0.00012	0.00010	0.00106	0.00000	0.00000	0.00021	0.00021	0.00000	0.00005	0.00005	—	0.18602	0.18602	0.00001	0.00001	0.00029	0.18900
Vendor	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Hauling	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000

3.7. Demolition (2027)

3.7.1. Onsite - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Off-Road Equipm	2.63907	2.21478	19.9005	18.6307	0.03253	0.79594	—	0.79594	0.73226	—	0.73226	—	3,426.90	3,426.90	0.13901	0.02780	—	3,438.66
Demolition	—	—	—	—	—	—	0.00000	0.00000	—	0.00000	0.00000	—	—	—	—	—	—	—
Onsite truck	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.14461	0.12136	1.09044	1.02086	0.00178	0.04361	—	0.04361	0.04012	—	0.04012	—	187.775	187.775	0.00762	0.00152	—	188.420
Demolition	—	—	—	—	—	—	0.00000	0.00000	—	0.00000	0.00000	—	—	—	—	—	—	—
Onsite truck	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.02639	0.02215	0.19901	0.18631	0.00033	0.00796	—	0.00796	0.00732	—	0.00732	—	31.0883	31.0883	0.00126	0.00025	—	31.1950
Demolition	—	—	—	—	—	—	0.00000	0.00000	—	0.00000	0.00000	—	—	—	—	—	—	—
Onsite truck	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000

3.7.2. Offsite - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.06594	0.06083	0.05394	0.56004	0.00000	0.00000	0.10036	0.10036	0.00000	0.02353	0.02353	—	98.4149	98.4149	0.00677	0.00445	0.00994	99.9215
Vendor	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Hauling	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00358	0.00331	0.00273	0.02933	0.00000	0.00000	0.00540	0.00540	0.00000	0.00126	0.00126	—	5.41791	5.41791	0.00035	0.00024	0.00905	5.50852
Vendor	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Hauling	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00065	0.00060	0.00050	0.00535	0.00000	0.00000	0.00099	0.00099	0.00000	0.00023	0.00023	—	0.89700	0.89700	0.00006	0.00004	0.00150	0.91200
Vendor	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Hauling	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000

4. Operations Emissions Details

4.10. Soil Carbon Accumulation By Vegetation Type

4.10.1. Soil Carbon Accumulation By Vegetation Type - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Vegetation	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.10.2. Above and Belowground Carbon Accumulation by Land Use Type - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.10.3. Avoided and Sequestered Emissions by Species - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Species	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Avoided	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Sequestered	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Removed	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Avoided	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Sequestered	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Removed	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Avoided	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Sequestered	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Removed	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

5. Activity Data

5.1. Construction Schedule

Phase Name	Phase Type	Start Date	End Date	Days Per Week	Work Days per Phase	Phase Description
Site Preparation	Site Preparation	1/30/2027	2/13/2027	5.00000	10.00000	—
Grading	Grading	2/14/2027	3/28/2027	5.00000	30.0000	—
Building Construction	Building Construction	3/29/2027	5/22/2028	5.00000	300.000	—
Paving	Paving	5/23/2028	6/20/2028	5.00000	20.0000	—
Architectural Coating	Architectural Coating	6/21/2028	7/19/2028	5.00000	20.0000	—
Demolition	Demolition	1/1/2027	1/29/2027	5.00000	20.0000	—

5.2. Off-Road Equipment

5.2.1. Unmitigated

Phase Name	Equipment Type	Fuel Type	Engine Tier	Number per Day	Hours Per Day	Horsepower	Load Factor
Site Preparation	Rubber Tired Dozers	Diesel	Average	3.00000	8.00000	367.000	0.40000
Site Preparation	Tractors/Loaders/Backhoes	Diesel	Average	4.00000	8.00000	84.0000	0.37000
Grading	Excavators	Diesel	Average	2.00000	8.00000	36.0000	0.38000
Grading	Graders	Diesel	Average	1.000000	8.00000	148.000	0.41000
Grading	Rubber Tired Dozers	Diesel	Average	1.000000	8.00000	367.000	0.40000
Grading	Scrapers	Diesel	Average	2.00000	8.00000	423.000	0.48000
Grading	Tractors/Loaders/Backhoes	Diesel	Average	2.00000	8.00000	84.0000	0.37000
Building Construction	Cranes	Diesel	Average	1.000000	7.00000	367.000	0.29000
Building Construction	Forklifts	Diesel	Average	3.00000	8.00000	82.0000	0.20000
Building Construction	Generator Sets	Diesel	Average	1.000000	8.00000	14.0000	0.74000
Building Construction	Tractors/Loaders/Backhoes	Diesel	Average	3.00000	7.00000	84.0000	0.37000
Building Construction	Welders	Diesel	Average	1.000000	8.00000	46.0000	0.45000
Paving	Pavers	Diesel	Average	2.00000	8.00000	81.0000	0.42000
Paving	Paving Equipment	Diesel	Average	2.00000	8.00000	89.0000	0.36000

Paving	Rollers	Diesel	Average	2.00000	8.00000	36.0000	0.38000
Architectural Coating	Air Compressors	Diesel	Average	1.000000	6.00000	37.0000	0.48000
Demolition	Concrete/Industrial Saws	Diesel	Average	1.000000	8.00000	33.0000	0.73000
Demolition	Excavators	Diesel	Average	3.00000	8.00000	36.0000	0.38000
Demolition	Rubber Tired Dozers	Diesel	Average	2.00000	8.00000	367.000	0.40000

5.3. Construction Vehicles

5.3.1. Unmitigated

Phase Name	Trip Type	One-Way Trips per Day	Miles per Trip	Vehicle Mix
Site Preparation	Worker	17.5000	9.47000	LDA,LDT1,LDT2
Site Preparation	Vendor	—	6.03000	HHDT,MHDT
Site Preparation	Hauling	0.00000	20.0000	HHDT
Site Preparation	Onsite truck	—	—	HHDT
Grading	Worker	20.0000	9.47000	LDA,LDT1,LDT2
Grading	Vendor	—	6.03000	HHDT,MHDT
Grading	Hauling	0.00000	20.0000	HHDT
Grading	Onsite truck	—	—	HHDT
Building Construction	Worker	15.8400	9.47000	LDA,LDT1,LDT2
Building Construction	Vendor	4.70360	6.03000	HHDT,MHDT
Building Construction	Hauling	0.00000	20.0000	HHDT
Building Construction	Onsite truck	—	—	HHDT
Paving	Worker	15.0000	9.47000	LDA,LDT1,LDT2
Paving	Vendor	—	6.03000	HHDT,MHDT
Paving	Hauling	0.00000	20.0000	HHDT
Paving	Onsite truck	—	—	HHDT
Architectural Coating	Worker	3.16800	9.47000	LDA,LDT1,LDT2
Architectural Coating	Vendor	—	6.03000	HHDT,MHDT

Architectural Coating	Hauling	0.00000	20.0000	HHDT
Architectural Coating	Onsite truck	—	—	HHDT
Demolition	Worker	15.0000	9.47000	LDA,LDT1,LDT2
Demolition	Vendor	—	6.03000	HHDT,MHDT
Demolition	Hauling	0.00000	20.0000	HHDT
Demolition	Onsite truck	—	—	HHDT

5.4. Vehicles

5.4.1. Construction Vehicle Control Strategies

Control Strategies Applied	PM10 Reduction	PM2.5 Reduction
Water unpaved roads twice daily	55%	55%
Limit vehicle speeds on unpaved roads to 25 mph	44%	44%

5.5. Architectural Coatings

Phase Name	Residential Interior Area Coated (sq ft)	Residential Exterior Area Coated (sq ft)	Non-Residential Interior Area Coated (sq ft)	Non-Residential Exterior Area Coated (sq ft)	Parking Area Coated (sq ft)
Architectural Coating	173,745	57,915.0	0.00000	0.00000	—

5.6. Dust Mitigation

5.6.1. Construction Earthmoving Activities

Phase Name	Material Imported (cy)	Material Exported (cy)	Acres Graded (acres)	Material Demolished (sq. ft.)	Acres Paved (acres)
Site Preparation	—	—	15.0000	0.00000	0.00000
Grading	—	—	90.0000	0.00000	0.00000
Paving	0.00000	0.00000	0.00000	0.00000	0.48485
Demolition	0.00000	0.00000	0.00000	—	0.00000

5.6.2. Construction Earthmoving Control Strategies

Control Strategies Applied	Frequency (per day)	PM10 Reduction	PM2.5 Reduction
Water Exposed Area	2	61%	61%
Water Demolished Area	2	36%	36%

5.7. Construction Paving

Phase Name	Land Use	Area Paved (acres)	% Asphalt
Paving	Single Family Housing	0.48485	0%

5.8. Construction Electricity Consumption and Emissions Factors

kWh per Year and Emission Factor (lb/MWh)

Year	kWh per Year	CO2	CH4	N2O
2027	0.00000	203.983	0.03300	0.00400
2028	0.00000	203.983	0.03300	0.00400

5.18. Vegetation

5.18.1. Land Use Change

5.18.1.1. Unmitigated

Vegetation Land Use Type	Vegetation Soil Type	Initial Acres	Final Acres

5.18.1. Biomass Cover Type

5.18.1.1. Unmitigated

Biomass Cover Type	Initial Acres	Final Acres

5.18.2. Sequestration

5.18.2.1. Unmitigated

Tree Type	Number	Electricity Saved (kWh/year)	Natural Gas Saved (btu/year)

6. Climate Risk Detailed Report

6.1. Climate Risk Summary

Cal-Adapt midcentury 2040–2059 average projections for four hazards are reported below for your project location. These are under Representation Concentration Pathway (RCP) 8.5 which assumes GHG emissions will continue to rise strongly through 2050 and then plateau around 2100.

Climate Hazard	Result for Project Location	Unit
Temperature and Extreme Heat	6.75000	annual days of extreme heat
Extreme Precipitation	4.10000	annual days with precipitation above 20 mm
Sea Level Rise	—	meters of inundation depth
Wildfire	31.3300	annual hectares burned

Temperature and Extreme Heat data are for grid cell in which your project are located. The projection is based on the 98th historical percentile of daily maximum/minimum temperatures from observed historical data (32 climate model ensemble from Cal-Adapt, 2040–2059 average under RCP 8.5). Each grid cell is 6 kilometers (km) by 6 km, or 3.7 miles (mi) by 3.7 mi.
Extreme Precipitation data are for the grid cell in which your project are located. The threshold of 20 mm is equivalent to about ¾ an inch of rain, which would be light to moderate rainfall if received over a full day or heavy rain if received over a period of 2 to 4 hours. Each grid cell is 6 kilometers (km) by 6 km, or 3.7 miles (mi) by 3.7 mi.
Sea Level Rise data are for the grid cell in which your project are located. The projections are from Radke et al. (2017), as reported in Cal-Adapt (Radke et al., 2017, CEC-500-2017-008), and consider inundation location and depth for the San Francisco Bay, the Sacramento-San Joaquin River Delta and California coast resulting different increments of sea level rise coupled with extreme storm events. Users may select from four scenarios to view the range in potential inundation depth for the grid cell. The four scenarios are: No rise, 0.5 meter, 1.0 meter, 1.41 meters
Wildfire data are for the grid cell in which your project are located. The projections are from UC Davis, as reported in Cal-Adapt (2040–2059 average under RCP 8.5), and consider historical data of climate, vegetation, population density, and large (> 400 ha) fire history. Users may select from four model simulations to view the range in potential wildfire probabilities for the grid cell. The four simulations make different assumptions about expected rainfall and temperature are: Warmer/drier (HadGEM2-ES), Cooler/wetter (CNRM-CM5), Average conditions (CanESM2), Range of different rainfall and temperature possibilities (MIROC5). Each grid cell is 6 kilometers (km) by 6 km, or 3.7 miles (mi) by 3.7 mi.

6.2. Initial Climate Risk Scores

Climate Hazard	Exposure Score	Sensitivity Score	Adaptive Capacity Score	Vulnerability Score
Temperature and Extreme Heat	N/A	N/A	N/A	N/A
Extreme Precipitation	N/A	N/A	N/A	N/A
Sea Level Rise	1	0	0	N/A

Wildfire	1	0	0	N/A
Flooding	N/A	N/A	N/A	N/A
Drought	0	0	0	N/A
Snowpack Reduction	N/A	N/A	N/A	N/A
Air Quality Degradation	N/A	N/A	N/A	N/A

The sensitivity score reflects the extent to which a project would be adversely affected by exposure to a climate hazard. Exposure is rated on a scale of 1 to 5, with a score of 5 representing the greatest exposure.
The adaptive capacity of a project refers to its ability to manage and reduce vulnerabilities from projected climate hazards. Adaptive capacity is rated on a scale of 1 to 5, with a score of 5 representing the greatest ability to adapt.
The overall vulnerability scores are calculated based on the potential impacts and adaptive capacity assessments for each hazard. Scores do not include implementation of climate risk reduction measures.

6.3. Adjusted Climate Risk Scores

Climate Hazard	Exposure Score	Sensitivity Score	Adaptive Capacity Score	Vulnerability Score
Temperature and Extreme Heat	N/A	N/A	N/A	N/A
Extreme Precipitation	N/A	N/A	N/A	N/A
Sea Level Rise	1	1	1	2
Wildfire	1	1	1	2
Flooding	N/A	N/A	N/A	N/A
Drought	1	1	1	2
Snowpack Reduction	N/A	N/A	N/A	N/A
Air Quality Degradation	N/A	N/A	N/A	N/A

The sensitivity score reflects the extent to which a project would be adversely affected by exposure to a climate hazard. Exposure is rated on a scale of 1 to 5, with a score of 5 representing the greatest exposure.
The adaptive capacity of a project refers to its ability to manage and reduce vulnerabilities from projected climate hazards. Adaptive capacity is rated on a scale of 1 to 5, with a score of 5 representing the greatest ability to adapt.
The overall vulnerability scores are calculated based on the potential impacts and adaptive capacity assessments for each hazard. Scores include implementation of climate risk reduction measures.

6.4. Climate Risk Reduction Measures

7. Health and Equity Details

7.1. CalEnviroScreen 4.0 Scores

The maximum CalEnviroScreen score is 100. A high score (i.e., greater than 50) reflects a higher pollution burden compared to other census tracts in the state.

Indicator	Result for Project Census Tract
Exposure Indicators	—
AQ-Ozone	13.6154
AQ-PM	2.92470
AQ-DPM	26.3846
Drinking Water	38.7161
Lead Risk Housing	56.6982
Pesticides	0.00000
Toxic Releases	0.53763
Traffic	27.0500
Effect Indicators	—
CleanUp Sites	82.9787
Groundwater	87.4813
Haz Waste Facilities/Generators	30.5890
Impaired Water Bodies	77.2995
Solid Waste	59.1753
Sensitive Population	—
Asthma	35.8549
Cardio-vascular	13.0982
Low Birth Weights	19.9256
Socioeconomic Factor Indicators	—
Education	24.1205
Housing	63.9670
Linguistic	24.7665
Poverty	26.6709
Unemployment	37.7147

7.2. Healthy Places Index Scores

The maximum Health Places Index score is 100. A high score (i.e., greater than 50) reflects healthier community conditions compared to other census tracts in the state.

Indicator	Result for Project Census Tract
Economic	—
Above Poverty	64.9557295
Employed	60.78532016
Median HI	46.47760811
Education	—
Bachelor's or higher	81.58603875
High school enrollment	100
Preschool enrollment	1.873476197
Transportation	—
Auto Access	57.21801617
Active commuting	87.89939689
Social	—
2-parent households	65.78981137
Voting	70.98678301
Neighborhood	—
Alcohol availability	40.65186706
Park access	81.35506224
Retail density	93.41716925
Supermarket access	64.09598358
Tree canopy	81.52187861
Housing	—
Homeownership	12.72937251
Housing habitability	27.37071731
Low-inc homeowner severe housing cost burden	19.88964455
Low-inc renter severe housing cost burden	39.67663288

Uncrowded housing	84.29359682
Health Outcomes	—
Insured adults	64.90440139
Arthritis	0.0
Asthma ER Admissions	75.6
High Blood Pressure	0.0
Cancer (excluding skin)	0.0
Asthma	0.0
Coronary Heart Disease	0.0
Chronic Obstructive Pulmonary Disease	0.0
Diagnosed Diabetes	0.0
Life Expectancy at Birth	79.6
Cognitively Disabled	32.0
Physically Disabled	36.0
Heart Attack ER Admissions	94.8
Mental Health Not Good	0.0
Chronic Kidney Disease	0.0
Obesity	0.0
Pedestrian Injuries	84.3
Physical Health Not Good	0.0
Stroke	0.0
Health Risk Behaviors	—
Binge Drinking	0.0
Current Smoker	0.0
No Leisure Time for Physical Activity	0.0
Climate Change Exposures	—
Wildfire Risk	4.5
SLR Inundation Area	47.2

Children	88.7
Elderly	20.2
English Speaking	64.4
Foreign-born	44.0
Outdoor Workers	70.9
Climate Change Adaptive Capacity	—
Impervious Surface Cover	31.0
Traffic Density	1.4
Traffic Access	0.0
Other Indices	—
Hardship	20.0
Other Decision Support	—
2016 Voting	74.8

7.3. Overall Health & Equity Scores

Metric	Result for Project Census Tract
CalEnviroScreen 4.0 Score for Project Location (a)	22.0000
Healthy Places Index Score for Project Location (b)	67.0000
Project Located in a Designated Disadvantaged Community (Senate Bill 535)	No
Project Located in a Low-Income Community (Assembly Bill 1550)	No
Project Located in a Community Air Protection Program Community (Assembly Bill 617)	No

a: The maximum CalEnviroScreen score is 100. A high score (i.e., greater than 50) reflects a higher pollution burden compared to other census tracts in the state.
b: The maximum Health Places Index score is 100. A high score (i.e., greater than 50) reflects healthier community conditions compared to other census tracts in the state.

7.4. Health & Equity Measures

No Health & Equity Measures selected.

7.5. Evaluation Scorecard

Health & Equity Evaluation Scorecard not completed.

7.6. Health & Equity Custom Measures

No Health & Equity Custom Measures created.

8. User Changes to Default Data

8.1. Justifications

Screen	Justification
Characteristics: Project Details	Information provided to Rincon.
Construction: On-Road Fugitive Dust	Information provided to Rincon.
Operations: Road Dust	Information provided to Rincon.

8.4. Construction

8.4.7. On-Road Fugitive Dust

Phase Name	Model Parameter	Units	Default Value	New Value
Site Preparation	Worker Trip Paved	%	52.0000	100.0000
Site Preparation	Vendor Trip Paved	%	52.0000	100.0000
Site Preparation	Hauling Trip Paved	%	52.0000	100.0000
Grading	Worker Trip Paved	%	52.0000	100.0000
Grading	Vendor Trip Paved	%	52.0000	100.0000
Grading	Hauling Trip Paved	%	52.0000	100.0000
Building Construction	Worker Trip Paved	%	52.0000	100.0000
Building Construction	Vendor Trip Paved	%	52.0000	100.0000
Building Construction	Hauling Trip Paved	%	52.0000	100.0000
Paving	Worker Trip Paved	%	52.0000	100.0000
Paving	Vendor Trip Paved	%	52.0000	100.0000
Paving	Hauling Trip Paved	%	52.0000	100.0000
Architectural Coating	Worker Trip Paved	%	52.0000	100.0000

Architectural Coating	Vendor Trip Paved	%	52.0000	100.0000
Architectural Coating	Hauling Trip Paved	%	52.0000	100.0000
Demolition	Worker Trip Paved	%	52.0000	100.0000
Demolition	Vendor Trip Paved	%	52.0000	100.0000
Demolition	Hauling Trip Paved	%	52.0000	100.0000

POU-POE Ordinance Change Project - Construction ADUs ONLY Detailed Report

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1. Basic Project Information

1.1. Basic Project Information

Data Field	Value
Project Name	POU-POE Ordinance Change Project - Construction ADUs ONLY
Construction Start Date	1/1/2027
Lead Agency	—
Land Use Scale	Plan/community
Analysis Level for Defaults	County
Windspeed (m/s)	2.80000
Precipitation (days)	27.6000
Location	Monterey County, CA, USA
County	Monterey
City	Monterey
Air District	Monterey Bay ARD
Air Basin	North Central Coast
TAZ	3238
EDFZ	6
Electric Utility	Pacific Gas & Electric Company
Gas Utility	Pacific Gas & Electric
App Version	2022.1.1.39

1.2. Land Use Types

Land Use Subtype	Size	Unit	Lot Acreage	Building Area (sq ft)	Landscape Area (sq ft)	Special Landscape Area (sq ft)	Population	Description
Single Family Housing	20.0000	Dwelling Unit	6.49351	39,000.0	234,257	—	66.0000	—

1.3. User-Selected Emission Reduction Measures by Emissions Sector

No measures selected

2. Emissions Summary

2.1. Construction Emissions Compared Against Thresholds

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Un/Mit.	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	1.26782	1.06136	9.46756	13.2488	0.02368	0.33714	0.05899	0.39613	0.31022	0.01428	0.32450	—	2,487.65	2,487.65	0.10157	0.02720	0.27177	2,498.57
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	52.0079	51.9849	28.0353	28.9327	0.04891	1.17173	7.78332	8.95506	1.07799	3.96740	5.04539	—	5,412.64	5,412.64	0.22280	0.04818	0.01160	5,432.57
Average Daily (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	2.97175	2.95115	8.05703	10.3734	0.01815	0.30112	0.40847	0.70959	0.27705	0.19241	0.46947	—	1,929.12	1,929.12	0.07922	0.02028	0.09050	1,937.24
Annual (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	0.54234	0.53859	1.47041	1.89315	0.00331	0.05495	0.07455	0.12950	0.05056	0.03512	0.08568	—	319.389	319.389	0.01312	0.00336	0.01498	320.732

2.2. Construction Emissions by Year

2.2.1. Total Construction Emissions by Year, Unmitigated

Includes both onsite and offsite emissions.

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Year	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e

Daily - Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2027	1.26782	1.06136	9.46756	13.2488	0.02368	0.33714	0.05899	0.39613	0.31022	0.01428	0.32450	—	2,487.65	2,487.65	0.10157	0.02720	0.27177	2,498.57
Daily - Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2027	3.70871	3.12267	28.0353	28.9327	0.04891	1.17173	7.78332	8.95506	1.07799	3.96740	5.04539	—	5,412.64	5,412.64	0.22280	0.04818	0.01160	5,432.57
2028	52.0079	51.9849	9.00609	13.2145	0.02368	0.30081	0.10036	0.35980	0.27679	0.02353	0.29107	—	2,483.34	2,483.34	0.10056	0.02737	0.00909	2,494.01
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2027	1.07999	0.90644	8.05703	10.3734	0.01815	0.30112	0.40847	0.70959	0.27705	0.19241	0.46947	—	1,929.12	1,929.12	0.07922	0.02028	0.09050	1,937.24
2028	2.97175	2.95115	0.95636	1.43521	0.00230	0.03309	0.00944	0.04253	0.03045	0.00224	0.03268	—	246.607	246.607	0.00992	0.00266	0.01559	247.663
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2027	0.19710	0.16543	1.47041	1.89315	0.00331	0.05495	0.07455	0.12950	0.05056	0.03512	0.08568	—	319.389	319.389	0.01312	0.00336	0.01498	320.732
2028	0.54234	0.53859	0.17454	0.26193	0.00042	0.00604	0.00172	0.00776	0.00556	0.00041	0.00596	—	40.8286	40.8286	0.00164	0.00044	0.00258	41.0034

2.2.2. Onsite Construction Emissions by Year, Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Year	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily - Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2027	1.23076	1.02988	9.39093	12.9379	0.02340	0.33657	0.00000	0.33657	0.30965	0.00000	0.30965	—	2,397.08	2,397.08	0.09724	0.01945	0.00000	2,405.30
Daily - Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2027	3.63178	3.05170	27.9724	28.2794	0.04891	1.17173	7.66623	8.83797	1.07799	3.93995	5.01795	—	5,297.82	5,297.82	0.21490	0.04298	0.00000	5,316.00
2028	52.0017	51.9792	8.92495	12.9352	0.02340	0.30024	0.00000	0.30024	0.27622	0.00000	0.27622	—	2,397.46	2,397.46	0.09725	0.01945	0.00000	2,405.68
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2027	1.05085	0.88039	8.00290	10.1353	0.01799	0.30079	0.36139	0.66218	0.27673	0.18113	0.45786	—	1,864.88	1,864.88	0.07565	0.01513	0.00000	1,871.20

2028	2.96597	2.94587	0.94887	1.38901	0.00228	0.03306	0.00000	0.03306	0.03041	0.00000	0.03041	—	235.555	235.555	0.00956	0.00191	0.00000	236.363
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2027	0.19178	0.16067	1.46053	1.84969	0.00328	0.05489	0.06595	0.12085	0.05050	0.03306	0.08356	—	308.751	308.751	0.01252	0.00250	0.00000	309.811
2028	0.54129	0.53762	0.17317	0.25349	0.00042	0.00603	0.00000	0.00603	0.00555	0.00000	0.00555	—	38.9988	38.9988	0.00158	0.00032	0.00000	39.1326

2.2.3. Offsite Construction Emissions by Year, Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Year	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily - Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2027	0.03707	0.03148	0.07663	0.31081	0.00028	0.00057	0.05899	0.05956	0.00057	0.01428	0.01485	—	90.5726	90.5726	0.00433	0.00776	0.27177	93.2642
Daily - Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2027	0.07693	0.07097	0.08556	0.65338	0.00028	0.00057	0.11709	0.11709	0.00057	0.02745	0.02745	—	114.817	114.817	0.00790	0.00792	0.01160	116.575
2028	0.06396	0.05917	0.08113	0.52687	0.00028	0.00057	0.10036	0.10036	0.00057	0.02353	0.02353	—	96.6344	96.6344	0.00364	0.00792	0.00909	98.0619
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2027	0.02915	0.02605	0.05414	0.23814	0.00016	0.00032	0.04708	0.04741	0.00032	0.01128	0.01161	—	64.2489	64.2489	0.00357	0.00515	0.09050	65.9644
2028	0.00578	0.00528	0.00749	0.04621	0.00002	0.00003	0.00944	0.00947	0.00003	0.00224	0.00227	—	11.0524	11.0524	0.00036	0.00075	0.01559	11.2998
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2027	0.00532	0.00475	0.00988	0.04346	0.00003	0.00006	0.00859	0.00865	0.00006	0.00206	0.00212	—	10.6371	10.6371	0.00059	0.00085	0.01498	10.9212
2028	0.00105	0.00096	0.00137	0.00843	< 0.000005	0.00001	0.00172	0.00173	0.00001	0.00041	0.00041	—	1.82985	1.82985	0.00006	0.00012	0.00258	1.87081

3. Construction Emissions Details

3.1. Site Preparation (2027)

3.1.1. Onsite - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	3.63178	3.05170	27.9724	28.2794	0.04891	1.17173	—	1.17173	1.07799	—	1.07799	—	5,297.82	5,297.82	0.21490	0.04298	—	5,316.00
Dust From Material Movement	—	—	—	—	—	—	7.66623	7.66623	—	3.93995	3.93995	—	—	—	—	—	—	—
Onsite truck	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.09950	0.08361	0.76637	0.77478	0.00134	0.03210	—	0.03210	0.02953	—	0.02953	—	145.146	145.146	0.00589	0.00118	—	145.644
Dust From Material Movement	—	—	—	—	—	—	0.21003	0.21003	—	0.10794	0.10794	—	—	—	—	—	—	—
Onsite truck	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.01816	0.01526	0.13986	0.14140	0.00024	0.00586	—	0.00586	0.00539	—	0.00539	—	24.0305	24.0305	0.00097	0.00019	—	24.1130

Dust From Material Movement	—	—	—	—	—	—	0.03833	0.03833	—	0.01970	0.01970	—	—	—	—	—	—	—
Onsite truck	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000

3.1.2. Offsite - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.07693	0.07097	0.06293	0.65338	0.00000	0.00000	0.11709	0.11709	0.00000	0.02745	0.02745	—	114.817	114.817	0.00790	0.00520	0.01160	116.575
Vendor	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Hauling	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00209	0.00193	0.00159	0.01711	0.00000	0.00000	0.00315	0.00315	0.00000	0.00074	0.00074	—	3.16045	3.16045	0.00021	0.00014	0.00528	3.21330
Vendor	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Hauling	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00038	0.00035	0.00029	0.00312	0.00000	0.00000	0.00058	0.00058	0.00000	0.00013	0.00013	—	0.52325	0.52325	0.00003	0.00002	0.00087	0.53200
Vendor	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Hauling	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000

3.2. Grading (2027)

3.2.1. Onsite - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.88795	1.58640	14.2321	17.2743	0.02733	0.59767	—	0.59767	0.54986	—	0.54986	—	2,960.07	2,960.07	0.12007	0.02401	—	2,970.23
Dust From Material Movement	—	—	—	—	—	—	2.76221	2.76221	—	1.33565	1.33565	—	—	—	—	—	—	—
Onsite truck	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.10345	0.08693	0.77984	0.94654	0.00150	0.03275	—	0.03275	0.03013	—	0.03013	—	162.196	162.196	0.00658	0.00132	—	162.752
Dust From Material Movement	—	—	—	—	—	—	0.15135	0.15135	—	0.07319	0.07319	—	—	—	—	—	—	—
Onsite truck	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.01888	0.01586	0.14232	0.17274	0.00027	0.00598	—	0.00598	0.00550	—	0.00550	—	26.8534	26.8534	0.00109	0.00022	—	26.9455

Dust From Material Movement	—	—	—	—	—	—	0.02762	0.02762	—	0.01336	0.01336	—	—	—	—	—	—	—
Onsite truck	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000

3.2.2. Offsite - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.06594	0.06083	0.05394	0.56004	0.00000	0.00000	0.10036	0.10036	0.00000	0.02353	0.02353	—	98.4149	98.4149	0.00677	0.00445	0.00994	99.9215
Vendor	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Hauling	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00358	0.00331	0.00273	0.02933	0.00000	0.00000	0.00540	0.00540	0.00000	0.00126	0.00126	—	5.41791	5.41791	0.00035	0.00024	0.00905	5.50852
Vendor	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Hauling	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00065	0.00060	0.00050	0.00535	0.00000	0.00000	0.00099	0.00099	0.00000	0.00023	0.00023	—	0.89700	0.89700	0.00006	0.00004	0.00150	0.91200
Vendor	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Hauling	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000

3.3. Building Construction (2027)

3.3.1. Onsite - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.23076	1.02988	9.39093	12.9379	0.02340	0.33657	—	0.33657	0.30965	—	0.30965	—	2,397.08	2,397.08	0.09724	0.01945	—	2,405.30
Onsite truck	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.23076	1.02988	9.39093	12.9379	0.02340	0.33657	—	0.33657	0.30965	—	0.30965	—	2,397.08	2,397.08	0.09724	0.01945	—	2,405.30
Onsite truck	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.70329	0.58850	5.36625	7.39311	0.01337	0.19233	—	0.19233	0.17694	—	0.17694	—	1,369.76	1,369.76	0.05556	0.01111	—	1,374.46
Onsite truck	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.12835	0.10740	0.97934	1.34924	0.00244	0.03510	—	0.03510	0.03229	—	0.03229	—	226.779	226.779	0.00920	0.00184	—	227.557
Onsite truck	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000

3.3.2. Offsite - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.03347	0.02983	0.02027	0.28374	0.00000	0.00000	0.04817	0.04817	0.00000	0.01129	0.01129	—	50.1090	50.1090	0.00277	0.00198	0.18357	50.9517
Vendor	0.00359	0.00165	0.05636	0.02707	0.00028	0.00057	0.01081	0.01138	0.00057	0.00299	0.00356	—	40.4637	40.4637	0.00156	0.00578	0.08820	42.3125
Hauling	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.03165	0.02920	0.02589	0.26882	0.00000	0.00000	0.04817	0.04817	0.00000	0.01129	0.01129	—	47.2391	47.2391	0.00325	0.00214	0.00477	47.9623
Vendor	0.00340	0.00151	0.05967	0.02777	0.00028	0.00057	0.01081	0.01138	0.00057	0.00299	0.00356	—	40.5056	40.5056	0.00156	0.00578	0.00229	42.2686
Hauling	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.01791	0.01659	0.01366	0.14680	0.00000	0.00000	0.02704	0.02704	0.00000	0.00633	0.00633	—	27.1205	27.1205	0.00177	0.00122	0.04533	27.5741
Vendor	0.00200	0.00089	0.03342	0.01557	0.00016	0.00032	0.00609	0.00641	0.00032	0.00168	0.00201	—	23.1321	23.1321	0.00089	0.00330	0.02179	24.1600
Hauling	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00327	0.00303	0.00249	0.02679	0.00000	0.00000	0.00493	0.00493	0.00000	0.00116	0.00116	—	4.49011	4.49011	0.00029	0.00020	0.00750	4.56520
Vendor	0.00036	0.00016	0.00610	0.00284	0.00003	0.00006	0.00111	0.00117	0.00006	0.00031	0.00037	—	3.82979	3.82979	0.00015	0.00055	0.00361	3.99996
Hauling	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000

3.4. Building Construction (2028)

3.4.1. Onsite - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e

Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.18481	0.99143	8.92495	12.9352	0.02340	0.30024	—	0.30024	0.27622	—	0.27622	—	2,397.46	2,397.46	0.09725	0.01945	—	2,405.68
Onsite truck	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.07188	0.06015	0.54144	0.78472	0.00142	0.01821	—	0.01821	0.01676	—	0.01676	—	145.443	145.443	0.00590	0.00118	—	145.942
Onsite truck	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.01312	0.01098	0.09881	0.14321	0.00026	0.00332	—	0.00332	0.00306	—	0.00306	—	24.0797	24.0797	0.00098	0.00020	—	24.1623
Onsite truck	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000

3.4.2. Offsite - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.03070	0.02840	0.02407	0.25290	0.00000	0.00000	0.04817	0.04817	0.00000	0.01129	0.01129	—	46.3845	46.3845	0.00175	0.00214	0.00436	47.0697
Vendor	0.00312	0.00151	0.05706	0.02635	0.00028	0.00057	0.01081	0.01138	0.00057	0.00299	0.00356	—	39.4951	39.4951	0.00156	0.00578	0.00204	41.2578
Hauling	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00182	0.00169	0.00134	0.01458	0.00000	0.00000	0.00287	0.00287	0.00000	0.00067	0.00067	—	2.82722	2.82722	0.00009	0.00013	0.00442	2.87246
Vendor	0.00019	0.00009	0.00339	0.00157	0.00002	0.00003	0.00065	0.00068	0.00003	0.00018	0.00021	—	2.39442	2.39442	0.00009	0.00035	0.00206	2.50329
Hauling	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00033	0.00031	0.00024	0.00266	0.00000	0.00000	0.00052	0.00052	0.00000	0.00012	0.00012	—	0.46808	0.46808	0.00001	0.00002	0.00073	0.47557
Vendor	0.00004	0.00002	0.00062	0.00029	< 0.000005	0.00001	0.00012	0.00012	0.00001	0.00003	0.00004	—	0.39642	0.39642	0.00002	0.00006	0.00034	0.41445
Hauling	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000

3.5. Paving (2028)

3.5.1. Onsite - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.81550	0.68524	6.62754	9.90989	0.01395	0.25554	—	0.25554	0.23510	—	0.23510	—	1,511.03	1,511.03	0.06129	0.01226	—	1,516.22

Paving	0.00000	0.00000	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.04468	0.03755	0.36315	0.54301	0.00076	0.01400	—	0.01400	0.01288	—	0.01288	—	82.7962	82.7962	0.00336	0.00067	—	83.0803
Paving	0.00000	0.00000	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.00815	0.00685	0.06628	0.09910	0.00014	0.00256	—	0.00256	0.00235	—	0.00235	—	13.7079	13.7079	0.00056	0.00011	—	13.7549
Paving	0.00000	0.00000	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000

3.5.2. Offsite - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.06396	0.05917	0.05015	0.52687	0.00000	0.00000	0.10036	0.10036	0.00000	0.02353	0.02353	—	96.6344	96.6344	0.00364	0.00445	0.00909	98.0619
Vendor	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Hauling	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000

Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00343	0.00319	0.00252	0.02743	0.00000	0.00000	0.00540	0.00540	0.00000	0.00126	0.00126	—	5.32004	5.32004	0.00016	0.00024	0.00832	5.40517
Vendor	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Hauling	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00063	0.00058	0.00046	0.00501	0.00000	0.00000	0.00099	0.00099	0.00000	0.00023	0.00023	—	0.88079	0.88079	0.00003	0.00004	0.00138	0.89489
Vendor	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Hauling	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000

3.6. Architectural Coating (2028)

3.6.1. Onsite - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.12985	0.10731	0.80814	1.11833	0.00173	0.01536	—	0.01536	0.01413	—	0.01413	—	133.517	133.517	0.00542	0.00108	—	133.975
Architectural Coatings	51.8719	51.8719	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Off-Roa Equipment	0.00711	0.00588	0.04428	0.06128	0.00009	0.00084	—	0.00084	0.00077	—	0.00077	—	7.31600	7.31600	0.00030	0.00006	—	7.34111
Architectural Coatings	2.84229	2.84229	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.00130	0.00107	0.00808	0.01118	0.00002	0.00015	—	0.00015	0.00014	—	0.00014	—	1.21125	1.21125	0.00005	0.00001	—	1.21540
Architectural Coatings	0.51872	0.51872	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000

3.6.2. Offsite - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00614	0.00568	0.00481	0.05058	0.00000	0.00000	0.00963	0.00963	0.00000	0.00226	0.00226	—	9.27691	9.27691	0.00035	0.00043	0.00087	9.41394
Vendor	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Hauling	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Worker	0.00033	0.00031	0.00024	0.00263	0.00000	0.00000	0.00052	0.00052	0.00000	0.00012	0.00012	—	0.51072	0.51072	0.00002	0.00002	0.00080	0.51890
Vendor	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Hauling	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00006	0.00006	0.00004	0.00048	0.00000	0.00000	0.00009	0.00009	0.00000	0.00002	0.00002	—	0.08456	0.08456	< 0.000005	< 0.000005	0.00013	0.08591
Vendor	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Hauling	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000

3.7. Demolition (2027)

3.7.1. Onsite - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	2.63907	2.21478	19.9005	18.6307	0.03253	0.79594	—	0.79594	0.73226	—	0.73226	—	3,426.90	3,426.90	0.13901	0.02780	—	3,438.66
Demolition	—	—	—	—	—	—	0.00000	0.00000	—	0.00000	0.00000	—	—	—	—	—	—	—
Onsite truck	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.14461	0.12136	1.09044	1.02086	0.00178	0.04361	—	0.04361	0.04012	—	0.04012	—	187.775	187.775	0.00762	0.00152	—	188.420

Demoliti	—	—	—	—	—	—	0.00000	0.00000	—	0.00000	0.00000	—	—	—	—	—	—	—
Onsite truck	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.02639	0.02215	0.19901	0.18631	0.00033	0.00796	—	0.00796	0.00732	—	0.00732	—	31.0883	31.0883	0.00126	0.00025	—	31.1950
Demolition	—	—	—	—	—	—	0.00000	0.00000	—	0.00000	0.00000	—	—	—	—	—	—	—
Onsite truck	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000

3.7.2. Offsite - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.06594	0.06083	0.05394	0.56004	0.00000	0.00000	0.10036	0.10036	0.00000	0.02353	0.02353	—	98.4149	98.4149	0.00677	0.00445	0.00994	99.9215
Vendor	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Hauling	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00358	0.00331	0.00273	0.02933	0.00000	0.00000	0.00540	0.00540	0.00000	0.00126	0.00126	—	5.41791	5.41791	0.00035	0.00024	0.00905	5.50852
Vendor	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Hauling	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00065	0.00060	0.00050	0.00535	0.00000	0.00000	0.00099	0.00099	0.00000	0.00023	0.00023	—	0.89700	0.89700	0.00006	0.00004	0.00150	0.91200

Vendor	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Hauling	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	—	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000

4. Operations Emissions Details

4.10. Soil Carbon Accumulation By Vegetation Type

4.10.1. Soil Carbon Accumulation By Vegetation Type - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Vegetation	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.10.2. Above and Belowground Carbon Accumulation by Land Use Type - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.10.3. Avoided and Sequestered Emissions by Species - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Species	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Avoided	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Sequestered	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Removed	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Avoided	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Sequestered	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Removed	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Avoided	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Sequestered	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Removed	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

5. Activity Data

5.1. Construction Schedule

Phase Name	Phase Type	Start Date	End Date	Days Per Week	Work Days per Phase	Phase Description
Site Preparation	Site Preparation	1/30/2027	2/13/2027	5.00000	10.00000	—
Grading	Grading	2/14/2027	3/14/2027	5.00000	20.0000	—
Building Construction	Building Construction	3/15/2027	1/31/2028	5.00000	230.000	—
Paving	Paving	2/1/2028	2/29/2028	5.00000	20.0000	—
Architectural Coating	Architectural Coating	3/1/2028	3/29/2028	5.00000	20.0000	—
Demolition	Demolition	1/1/2027	1/29/2027	5.00000	20.0000	—

5.2. Off-Road Equipment

5.2.1. Unmitigated

Phase Name	Equipment Type	Fuel Type	Engine Tier	Number per Day	Hours Per Day	Horsepower	Load Factor

Site Preparation	Rubber Tired Dozers	Diesel	Average	3.00000	8.00000	367.000	0.40000
Site Preparation	Tractors/Loaders/Backhoes	Diesel	Average	4.00000	8.00000	84.0000	0.37000
Grading	Excavators	Diesel	Average	1.000000	8.00000	36.0000	0.38000
Grading	Graders	Diesel	Average	1.000000	8.00000	148.000	0.41000
Grading	Rubber Tired Dozers	Diesel	Average	1.000000	8.00000	367.000	0.40000
Grading	Tractors/Loaders/Backhoes	Diesel	Average	3.00000	8.00000	84.0000	0.37000
Building Construction	Cranes	Diesel	Average	1.000000	7.00000	367.000	0.29000
Building Construction	Forklifts	Diesel	Average	3.00000	8.00000	82.0000	0.20000
Building Construction	Generator Sets	Diesel	Average	1.000000	8.00000	14.0000	0.74000
Building Construction	Tractors/Loaders/Backhoes	Diesel	Average	3.00000	7.00000	84.0000	0.37000
Building Construction	Welders	Diesel	Average	1.000000	8.00000	46.0000	0.45000
Paving	Pavers	Diesel	Average	2.00000	8.00000	81.0000	0.42000
Paving	Paving Equipment	Diesel	Average	2.00000	8.00000	89.0000	0.36000
Paving	Rollers	Diesel	Average	2.00000	8.00000	36.0000	0.38000
Architectural Coating	Air Compressors	Diesel	Average	1.000000	6.00000	37.0000	0.48000
Demolition	Concrete/Industrial Saws	Diesel	Average	1.000000	8.00000	33.0000	0.73000
Demolition	Excavators	Diesel	Average	3.00000	8.00000	36.0000	0.38000
Demolition	Rubber Tired Dozers	Diesel	Average	2.00000	8.00000	367.000	0.40000

5.3. Construction Vehicles

5.3.1. Unmitigated

Phase Name	Trip Type	One-Way Trips per Day	Miles per Trip	Vehicle Mix
Site Preparation	Worker	17.5000	9.47000	LDA,LDT1,LDT2
Site Preparation	Vendor	—	6.03000	HHDT,MHDT
Site Preparation	Hauling	0.00000	20.0000	HHDT

Site Preparation	Onsite truck	—	—	HHDT
Grading	Worker	15.0000	9.47000	LDA,LDT1,LDT2
Grading	Vendor	—	6.03000	HHDT,MHDT
Grading	Hauling	0.00000	20.0000	HHDT
Grading	Onsite truck	—	—	HHDT
Building Construction	Worker	7.20000	9.47000	LDA,LDT1,LDT2
Building Construction	Vendor	2.13800	6.03000	HHDT,MHDT
Building Construction	Hauling	0.00000	20.0000	HHDT
Building Construction	Onsite truck	—	—	HHDT
Paving	Worker	15.0000	9.47000	LDA,LDT1,LDT2
Paving	Vendor	—	6.03000	HHDT,MHDT
Paving	Hauling	0.00000	20.0000	HHDT
Paving	Onsite truck	—	—	HHDT
Architectural Coating	Worker	1.44000	9.47000	LDA,LDT1,LDT2
Architectural Coating	Vendor	—	6.03000	HHDT,MHDT
Architectural Coating	Hauling	0.00000	20.0000	HHDT
Architectural Coating	Onsite truck	—	—	HHDT
Demolition	Worker	15.0000	9.47000	LDA,LDT1,LDT2
Demolition	Vendor	—	6.03000	HHDT,MHDT
Demolition	Hauling	0.00000	20.0000	HHDT
Demolition	Onsite truck	—	—	HHDT

5.4. Vehicles

5.4.1. Construction Vehicle Control Strategies

Control Strategies Applied	PM10 Reduction	PM2.5 Reduction
Water unpaved roads twice daily	55%	55%
Limit vehicle speeds on unpaved roads to 25 mph	44%	44%

5.5. Architectural Coatings

Phase Name	Residential Interior Area Coated (sq ft)	Residential Exterior Area Coated (sq ft)	Non-Residential Interior Area Coated (sq ft)	Non-Residential Exterior Area Coated (sq ft)	Parking Area Coated (sq ft)
Architectural Coating	78,975.0	26,325.0	0.00000	0.00000	—

5.6. Dust Mitigation

5.6.1. Construction Earthmoving Activities

Phase Name	Material Imported (cy)	Material Exported (cy)	Acres Graded (acres)	Material Demolished (sq. ft.)	Acres Paved (acres)
Site Preparation	—	—	15.0000	0.00000	0.00000
Grading	—	—	20.0000	0.00000	0.00000
Paving	0.00000	0.00000	0.00000	0.00000	0.22039
Demolition	0.00000	0.00000	0.00000	—	0.00000

5.6.2. Construction Earthmoving Control Strategies

Control Strategies Applied	Frequency (per day)	PM10 Reduction	PM2.5 Reduction
Water Exposed Area	2	61%	61%
Water Demolished Area	2	36%	36%

5.7. Construction Paving

Phase Name	Land Use	Area Paved (acres)	% Asphalt
Paving	Single Family Housing	0.22039	0%

5.8. Construction Electricity Consumption and Emissions Factors

kWh per Year and Emission Factor (lb/MWh)

Year	kWh per Year	CO2	CH4	N2O

2027	0.00000	203.983	0.03300	0.00400
2028	0.00000	203.983	0.03300	0.00400

5.18. Vegetation

5.18.1. Land Use Change

5.18.1.1. Unmitigated

Vegetation Land Use Type	Vegetation Soil Type	Initial Acres	Final Acres

5.18.1. Biomass Cover Type

5.18.1.1. Unmitigated

Biomass Cover Type	Initial Acres	Final Acres

5.18.2. Sequestration

5.18.2.1. Unmitigated

Tree Type	Number	Electricity Saved (kWh/year)	Natural Gas Saved (btu/year)

6. Climate Risk Detailed Report

6.1. Climate Risk Summary

Cal-Adapt midcentury 2040–2059 average projections for four hazards are reported below for your project location. These are under Representation Concentration Pathway (RCP) 8.5 which assumes GHG emissions will continue to rise strongly through 2050 and then plateau around 2100.

Climate Hazard	Result for Project Location	Unit
Temperature and Extreme Heat	6.75000	annual days of extreme heat
Extreme Precipitation	4.10000	annual days with precipitation above 20 mm
Sea Level Rise	—	meters of inundation depth

Wildfire	31.3300	annual hectares burned

Temperature and Extreme Heat data are for grid cell in which your project are located. The projection is based on the 98th historical percentile of daily maximum/minimum temperatures from observed historical data (32 climate model ensemble from Cal-Adapt, 2040–2059 average under RCP 8.5). Each grid cell is 6 kilometers (km) by 6 km, or 3.7 miles (mi) by 3.7 mi.
Extreme Precipitation data are for the grid cell in which your project are located. The threshold of 20 mm is equivalent to about ¾ an inch of rain, which would be light to moderate rainfall if received over a full day or heavy rain if received over a period of 2 to 4 hours. Each grid cell is 6 kilometers (km) by 6 km, or 3.7 miles (mi) by 3.7 mi.
Sea Level Rise data are for the grid cell in which your project are located. The projections are from Radke et al. (2017), as reported in Cal-Adapt (Radke et al., 2017, CEC-500-2017-008), and consider inundation location and depth for the San Francisco Bay, the Sacramento-San Joaquin River Delta and California coast resulting different increments of sea level rise coupled with extreme storm events. Users may select from four scenarios to view the range in potential inundation depth for the grid cell. The four scenarios are: No rise, 0.5 meter, 1.0 meter, 1.41 meters
Wildfire data are for the grid cell in which your project are located. The projections are from UC Davis, as reported in Cal-Adapt (2040–2059 average under RCP 8.5), and consider historical data of climate, vegetation, population density, and large (> 400 ha) fire history. Users may select from four model simulations to view the range in potential wildfire probabilities for the grid cell. The four simulations make different assumptions about expected rainfall and temperature are: Warmer/drier (HadGEM2-ES), Cooler/wetter (CNRM-CM5), Average conditions (CanESM2), Range of different rainfall and temperature possibilities (MIROC5). Each grid cell is 6 kilometers (km) by 6 km, or 3.7 miles (mi) by 3.7 mi.

6.2. Initial Climate Risk Scores

Climate Hazard	Exposure Score	Sensitivity Score	Adaptive Capacity Score	Vulnerability Score
Temperature and Extreme Heat	N/A	N/A	N/A	N/A
Extreme Precipitation	N/A	N/A	N/A	N/A
Sea Level Rise	1	0	0	N/A
Wildfire	1	0	0	N/A
Flooding	N/A	N/A	N/A	N/A
Drought	0	0	0	N/A
Snowpack Reduction	N/A	N/A	N/A	N/A
Air Quality Degradation	N/A	N/A	N/A	N/A

The sensitivity score reflects the extent to which a project would be adversely affected by exposure to a climate hazard. Exposure is rated on a scale of 1 to 5, with a score of 5 representing the greatest exposure.
The adaptive capacity of a project refers to its ability to manage and reduce vulnerabilities from projected climate hazards. Adaptive capacity is rated on a scale of 1 to 5, with a score of 5 representing the greatest ability to adapt.
The overall vulnerability scores are calculated based on the potential impacts and adaptive capacity assessments for each hazard. Scores do not include implementation of climate risk reduction measures.

6.3. Adjusted Climate Risk Scores

Climate Hazard	Exposure Score	Sensitivity Score	Adaptive Capacity Score	Vulnerability Score
Temperature and Extreme Heat	N/A	N/A	N/A	N/A
Extreme Precipitation	N/A	N/A	N/A	N/A

Sea Level Rise	1	1	1	2
Wildfire	1	1	1	2
Flooding	N/A	N/A	N/A	N/A
Drought	1	1	1	2
Snowpack Reduction	N/A	N/A	N/A	N/A
Air Quality Degradation	N/A	N/A	N/A	N/A

The sensitivity score reflects the extent to which a project would be adversely affected by exposure to a climate hazard. Exposure is rated on a scale of 1 to 5, with a score of 5 representing the greatest exposure.
The adaptive capacity of a project refers to its ability to manage and reduce vulnerabilities from projected climate hazards. Adaptive capacity is rated on a scale of 1 to 5, with a score of 5 representing the greatest ability to adapt.
The overall vulnerability scores are calculated based on the potential impacts and adaptive capacity assessments for each hazard. Scores include implementation of climate risk reduction measures.

6.4. Climate Risk Reduction Measures

7. Health and Equity Details

7.1. CalEnviroScreen 4.0 Scores

The maximum CalEnviroScreen score is 100. A high score (i.e., greater than 50) reflects a higher pollution burden compared to other census tracts in the state.

Indicator	Result for Project Census Tract
Exposure Indicators	—
AQ-Ozone	13.6154
AQ-PM	2.92470
AQ-DPM	26.3846
Drinking Water	38.7161
Lead Risk Housing	56.6982
Pesticides	0.00000
Toxic Releases	0.53763
Traffic	27.0500
Effect Indicators	—
CleanUp Sites	82.9787

Groundwater	87.4813
Haz Waste Facilities/Generators	30.5890
Impaired Water Bodies	77.2995
Solid Waste	59.1753
Sensitive Population	—
Asthma	35.8549
Cardio-vascular	13.0982
Low Birth Weights	19.9256
Socioeconomic Factor Indicators	—
Education	24.1205
Housing	63.9670
Linguistic	24.7665
Poverty	26.6709
Unemployment	37.7147

7.2. Healthy Places Index Scores

The maximum Health Places Index score is 100. A high score (i.e., greater than 50) reflects healthier community conditions compared to other census tracts in the state.

Indicator	Result for Project Census Tract
Economic	—
Above Poverty	64.9557295
Employed	60.78532016
Median HI	46.47760811
Education	—
Bachelor's or higher	81.58603875
High school enrollment	100
Preschool enrollment	1.873476197
Transportation	—
Auto Access	57.21801617

Active commuting	87.89939689
Social	—
2-parent households	65.78981137
Voting	70.98678301
Neighborhood	—
Alcohol availability	40.65186706
Park access	81.35506224
Retail density	93.41716925
Supermarket access	64.09598358
Tree canopy	81.52187861
Housing	—
Homeownership	12.72937251
Housing habitability	27.37071731
Low-inc homeowner severe housing cost burden	19.88964455
Low-inc renter severe housing cost burden	39.67663288
Uncrowded housing	84.29359682
Health Outcomes	—
Insured adults	64.90440139
Arthritis	0.0
Asthma ER Admissions	75.6
High Blood Pressure	0.0
Cancer (excluding skin)	0.0
Asthma	0.0
Coronary Heart Disease	0.0
Chronic Obstructive Pulmonary Disease	0.0
Diagnosed Diabetes	0.0
Life Expectancy at Birth	79.6
Cognitively Disabled	32.0

Physically Disabled	36.0
Heart Attack ER Admissions	94.8
Mental Health Not Good	0.0
Chronic Kidney Disease	0.0
Obesity	0.0
Pedestrian Injuries	84.3
Physical Health Not Good	0.0
Stroke	0.0
Health Risk Behaviors	—
Binge Drinking	0.0
Current Smoker	0.0
No Leisure Time for Physical Activity	0.0
Climate Change Exposures	—
Wildfire Risk	4.5
SLR Inundation Area	47.2
Children	88.7
Elderly	20.2
English Speaking	64.4
Foreign-born	44.0
Outdoor Workers	70.9
Climate Change Adaptive Capacity	—
Impervious Surface Cover	31.0
Traffic Density	1.4
Traffic Access	0.0
Other Indices	—
Hardship	20.0
Other Decision Support	—
2016 Voting	74.8

7.3. Overall Health & Equity Scores

Metric	Result for Project Census Tract
CalEnviroScreen 4.0 Score for Project Location (a)	22.0000
Healthy Places Index Score for Project Location (b)	67.0000
Project Located in a Designated Disadvantaged Community (Senate Bill 535)	No
Project Located in a Low-Income Community (Assembly Bill 1550)	No
Project Located in a Community Air Protection Program Community (Assembly Bill 617)	No

a: The maximum CalEnviroScreen score is 100. A high score (i.e., greater than 50) reflects a higher pollution burden compared to other census tracts in the state.
b: The maximum Health Places Index score is 100. A high score (i.e., greater than 50) reflects healthier community conditions compared to other census tracts in the state.

7.4. Health & Equity Measures

No Health & Equity Measures selected.

7.5. Evaluation Scorecard

Health & Equity Evaluation Scorecard not completed.

7.6. Health & Equity Custom Measures

No Health & Equity Custom Measures created.

8. User Changes to Default Data

8.1. Justifications

Screen	Justification
Construction: On-Road Fugitive Dust	Information provided to Rincon.
Operations: Road Dust	Information provided to Rincon.

8.4. Construction

8.4.7. On-Road Fugitive Dust

Phase Name	Model Parameter	Units	Default Value	New Value

344

Site Preparation	Worker Trip Paved	%	52.0000	100.0000
Site Preparation	Vendor Trip Paved	%	52.0000	100.0000
Site Preparation	Hauling Trip Paved	%	52.0000	100.0000
Grading	Worker Trip Paved	%	52.0000	100.0000
Grading	Vendor Trip Paved	%	52.0000	100.0000
Grading	Hauling Trip Paved	%	52.0000	100.0000
Building Construction	Worker Trip Paved	%	52.0000	100.0000
Building Construction	Vendor Trip Paved	%	52.0000	100.0000
Building Construction	Hauling Trip Paved	%	52.0000	100.0000
Paving	Worker Trip Paved	%	52.0000	100.0000
Paving	Vendor Trip Paved	%	52.0000	100.0000
Paving	Hauling Trip Paved	%	52.0000	100.0000
Architectural Coating	Worker Trip Paved	%	52.0000	100.0000
Architectural Coating	Vendor Trip Paved	%	52.0000	100.0000
Architectural Coating	Hauling Trip Paved	%	52.0000	100.0000
Demolition	Worker Trip Paved	%	52.0000	100.0000
Demolition	Vendor Trip Paved	%	52.0000	100.0000
Demolition	Hauling Trip Paved	%	52.0000	100.0000

POU-POE Ordinance Change Project - Operational ONLY Detailed Report

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1. Basic Project Information

1.1. Basic Project Information

Data Field	Value
Project Name	POU-POE Ordinance Change Project - Operational ONLY
Operational Year	2036
Lead Agency	—
Land Use Scale	Plan/community
Analysis Level for Defaults	County
Windspeed (m/s)	2.80000
Precipitation (days)	27.6000
Location	Monterey County, CA, USA
County	Monterey
City	Monterey
Air District	Monterey Bay ARD
Air Basin	North Central Coast
TAZ	3238
EDFZ	6
Electric Utility	Pacific Gas & Electric Company
Gas Utility	Pacific Gas & Electric
App Version	2022.1.1.38

1.2. Land Use Types

Land Use Subtype	Size	Unit	Lot Acreage	Building Area (sq ft)	Landscape Area (sq ft)	Special Landscape Area (sq ft)	Population	Description
Single Family Housing	44.0000	Dwelling Unit	14.2857	85,800.0	515,366	—	125.000	—

Single Family Housing	200.000	Dwelling Unit	64.9351	390,000	2,342,571	—	568.000	—

1.3. User-Selected Emission Reduction Measures by Emissions Sector

No measures selected

2. Emissions Summary

2.3. Operations Emissions Compared Against Thresholds

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Un/Mit.	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	26.1088	25.4414	9.38982	50.1706	0.11111	1.61158	5.97012	7.58171	1.60793	1.51277	3.12070	231.619	15,183.6	15,415.2	13.6928	0.39879	11.3719	15,887.8
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	24.8292	24.2004	9.73093	38.5744	0.10796	1.60543	5.97012	7.57555	1.60328	1.51277	3.11604	231.619	14,888.2	15,119.8	13.7577	0.43272	3.61419	15,596.3
Average Daily (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	23.3245	21.3708	7.25202	53.0073	0.14855	2.73544	5.73317	8.46861	2.65284	1.45308	4.10592	685.356	11,419.0	12,104.4	16.2555	0.39665	6.76986	12,635.7
Annual (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	4.25672	3.90017	1.32349	9.67383	0.02711	0.49922	1.04630	1.54552	0.48414	0.26519	0.74933	113.469	1,890.55	2,004.02	2.69129	0.06567	1.12083	2,091.99

2.4. Operations Emissions by Sector, Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Sector	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e

Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	5.90923	5.66611	2.64508	25.7056	0.05937	0.03332	5.97012	6.00344	0.03117	1.51277	1.54393	—	6,040.01	6,040.01	0.31890	0.30452	7.96426	6,146.69
Area	19.9119	19.6314	4.28663	23.4190	0.03605	1.37953	—	1.37953	1.37803	—	1.37803	103.700	5,077.45	5,181.15	0.10893	0.02223	—	5,190.50
Energy	0.28765	0.14382	2.45810	1.04600	0.01569	0.19874	—	0.19874	0.19874	—	0.19874	—	3,946.93	3,946.93	0.40989	0.02209	—	3,963.76
Water	—	—	—	—	—	—	—	—	—	—	—	19.5474	119.222	138.769	2.02365	0.04996	—	204.249
Waste	—	—	—	—	—	—	—	—	—	—	—	108.372	0.00000	108.372	10.8314	0.00000	—	379.157
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	3.40768	3.40768
Total	26.1088	25.4414	9.38982	50.1706	0.11111	1.61158	5.97012	7.58171	1.60793	1.51277	3.12070	231.619	15,183.6	15,415.2	13.6928	0.39879	11.3719	15,887.8
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	5.89521	5.62337	3.11396	28.0220	0.05682	0.03335	5.97012	6.00347	0.03120	1.51277	1.54396	—	5,781.59	5,781.59	0.38539	0.33875	0.20651	5,892.38
Area	18.6464	18.4332	4.15888	9.50642	0.03545	1.37334	—	1.37334	1.37334	—	1.37334	103.700	5,040.44	5,144.14	0.10738	0.02192	—	5,153.36
Energy	0.28765	0.14382	2.45810	1.04600	0.01569	0.19874	—	0.19874	0.19874	—	0.19874	—	3,946.93	3,946.93	0.40989	0.02209	—	3,963.76
Water	—	—	—	—	—	—	—	—	—	—	—	19.5474	119.222	138.769	2.02365	0.04996	—	204.249
Waste	—	—	—	—	—	—	—	—	—	—	—	108.372	0.00000	108.372	10.8314	0.00000	—	379.157
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	3.40768	3.40768
Total	24.8292	24.2004	9.73093	38.5744	0.10796	1.60543	5.97012	7.57555	1.60328	1.51277	3.11604	231.619	14,888.2	15,119.8	13.7577	0.43272	3.61419	15,596.3
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	5.66851	5.41613	2.85315	25.3607	0.05572	0.03259	5.73317	5.76576	0.03048	1.45308	1.48356	—	5,670.38	5,670.38	0.34711	0.31719	3.36218	5,776.94
Area	17.3683	15.8108	1.94078	26.6006	0.07714	2.50411	—	2.50411	2.42362	—	2.42362	557.437	1,682.48	2,239.92	2.64349	0.00742	—	2,308.22
Energy	0.28765	0.14382	2.45810	1.04600	0.01569	0.19874	—	0.19874	0.19874	—	0.19874	—	3,946.93	3,946.93	0.40989	0.02209	—	3,963.76
Water	—	—	—	—	—	—	—	—	—	—	—	19.5474	119.222	138.769	2.02365	0.04996	—	204.249
Waste	—	—	—	—	—	—	—	—	—	—	—	108.372	0.00000	108.372	10.8314	0.00000	—	379.157
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	3.40768	3.40768
Total	23.3245	21.3708	7.25202	53.0073	0.14855	2.73544	5.73317	8.46861	2.65284	1.45308	4.10592	685.356	11,419.0	12,104.4	16.2555	0.39665	6.76986	12,635.7
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Mobile	1.03450	0.98844	0.52070	4.62833	0.01017	0.00595	1.04630	1.05225	0.00556	0.26519	0.27075	—	938.797	938.797	0.05747	0.05251	0.55665	956.439
Area	3.16972	2.88548	0.35419	4.85461	0.01408	0.45700	—	0.45700	0.44231	—	0.44231	92.2900	278.554	370.844	0.43766	0.00123	—	382.151
Energy	0.05250	0.02625	0.44860	0.19089	0.00286	0.03627	—	0.03627	0.03627	—	0.03627	—	653.460	653.460	0.06786	0.00366	—	656.246
Water	—	—	—	—	—	—	—	—	—	—	—	3.23629	19.7386	22.9748	0.33504	0.00827	—	33.8157
Waste	—	—	—	—	—	—	—	—	—	—	—	17.9422	0.00000	17.9422	1.79326	0.00000	—	62.7737
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.56418	0.56418
Total	4.25672	3.90017	1.32349	9.67383	0.02711	0.49922	1.04630	1.54552	0.48414	0.26519	0.74933	113.469	1,890.55	2,004.02	2.69129	0.06567	1.12083	2,091.99

4. Operations Emissions Details

4.1. Mobile Emissions by Land Use

4.1.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	5.90923	5.66611	2.64508	25.7056	0.05937	0.03332	5.97012	6.00344	0.03117	1.51277	1.54393	—	6,040.01	6,040.01	0.31890	0.30452	7.96426	6,146.69
Total	5.90923	5.66611	2.64508	25.7056	0.05937	0.03332	5.97012	6.00344	0.03117	1.51277	1.54393	—	6,040.01	6,040.01	0.31890	0.30452	7.96426	6,146.69
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	5.89521	5.62337	3.11396	28.0220	0.05682	0.03335	5.97012	6.00347	0.03120	1.51277	1.54396	—	5,781.59	5,781.59	0.38539	0.33875	0.20651	5,892.38
Total	5.89521	5.62337	3.11396	28.0220	0.05682	0.03335	5.97012	6.00347	0.03120	1.51277	1.54396	—	5,781.59	5,781.59	0.38539	0.33875	0.20651	5,892.38
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Single Family Housing	1.03450	0.98844	0.52070	4.62833	0.01017	0.00595	1.04630	1.05225	0.00556	0.26519	0.27075	—	938.797	938.797	0.05747	0.05251	0.55665	956.439
Total	1.03450	0.98844	0.52070	4.62833	0.01017	0.00595	1.04630	1.05225	0.00556	0.26519	0.27075	—	938.797	938.797	0.05747	0.05251	0.55665	956.439

4.2. Energy

4.2.1. Electricity Emissions By Land Use - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	—	—	—	—	—	—	—	—	—	—	—	—	826.806	826.806	0.13376	0.01621	—	834.982
Total	—	—	—	—	—	—	—	—	—	—	—	—	826.806	826.806	0.13376	0.01621	—	834.982
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	—	—	—	—	—	—	—	—	—	—	—	—	826.806	826.806	0.13376	0.01621	—	834.982
Total	—	—	—	—	—	—	—	—	—	—	—	—	826.806	826.806	0.13376	0.01621	—	834.982
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	—	—	—	—	—	—	—	—	—	—	—	—	136.887	136.887	0.02215	0.00268	—	138.241
Total	—	—	—	—	—	—	—	—	—	—	—	—	136.887	136.887	0.02215	0.00268	—	138.241

4.2.3. Natural Gas Emissions By Land Use - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	0.28765	0.14382	2.45810	1.04600	0.01569	0.19874	—	0.19874	0.19874	—	0.19874	—	3,120.13	3,120.13	0.27613	0.00588	—	3,128.78
Total	0.28765	0.14382	2.45810	1.04600	0.01569	0.19874	—	0.19874	0.19874	—	0.19874	—	3,120.13	3,120.13	0.27613	0.00588	—	3,128.78
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	0.28765	0.14382	2.45810	1.04600	0.01569	0.19874	—	0.19874	0.19874	—	0.19874	—	3,120.13	3,120.13	0.27613	0.00588	—	3,128.78
Total	0.28765	0.14382	2.45810	1.04600	0.01569	0.19874	—	0.19874	0.19874	—	0.19874	—	3,120.13	3,120.13	0.27613	0.00588	—	3,128.78
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	0.05250	0.02625	0.44860	0.19089	0.00286	0.03627	—	0.03627	0.03627	—	0.03627	—	516.572	516.572	0.04572	0.00097	—	518.005
Total	0.05250	0.02625	0.44860	0.19089	0.00286	0.03627	—	0.03627	0.03627	—	0.03627	—	516.572	516.572	0.04572	0.00097	—	518.005

4.3. Area Emissions by Source

4.3.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Source	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Hearths	7.44438	7.23124	4.15888	9.50642	0.03545	1.37334	—	1.37334	1.37334	—	1.37334	103.700	5,040.44	5,144.14	0.10738	0.02192	—	5,153.36

Consumer Products	10.1821	10.1821	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Architectural Coatings	1.01988	1.01988	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Landscape Equipment	1.26551	1.19819	0.12776	13.9126	0.00060	0.00619	—	0.00619	0.00469	—	0.00469	—	37.0117	37.0117	0.00155	0.00031	—	37.1419
Total	19.9119	19.6314	4.28663	23.4190	0.03605	1.37953	—	1.37953	1.37803	—	1.37803	103.700	5,077.45	5,181.15	0.10893	0.02223	—	5,190.50
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Hearths	7.44438	7.23124	4.15888	9.50642	0.03545	1.37334	—	1.37334	1.37334	—	1.37334	103.700	5,040.44	5,144.14	0.10738	0.02192	—	5,153.36
Consumer Products	10.1821	10.1821	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Architectural Coatings	1.01988	1.01988	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	18.6464	18.4332	4.15888	9.50642	0.03545	1.37334	—	1.37334	1.37334	—	1.37334	103.700	5,040.44	5,144.14	0.10738	0.02192	—	5,153.36
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Hearths	0.96717	0.69134	0.33822	3.11553	0.01400	0.45623	—	0.45623	0.44172	—	0.44172	92.2900	274.357	366.647	0.43748	0.00119	—	377.940
Consumer Products	1.85824	1.85824	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Architectural Coatings	0.18613	0.18613	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Landscape	0.15819	0.14977	0.01597	1.73907	0.00008	0.00077	—	0.00077	0.00059	—	0.00059	—	4.19706	4.19706	0.00018	0.00003	—	4.21182
Total	3.16972	2.88548	0.35419	4.85461	0.01408	0.45700	—	0.45700	0.44231	—	0.44231	92.2900	278.554	370.844	0.43766	0.00123	—	382.151

4.4. Water Emissions by Land Use

4.4.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	—	—	—	—	—	—	—	—	—	—	—	19.5474	119.222	138.769	2.02365	0.04996	—	204.249
Total	—	—	—	—	—	—	—	—	—	—	—	19.5474	119.222	138.769	2.02365	0.04996	—	204.249
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	—	—	—	—	—	—	—	—	—	—	—	19.5474	119.222	138.769	2.02365	0.04996	—	204.249
Total	—	—	—	—	—	—	—	—	—	—	—	19.5474	119.222	138.769	2.02365	0.04996	—	204.249
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	—	—	—	—	—	—	—	—	—	—	—	3.23629	19.7386	22.9748	0.33504	0.00827	—	33.8157
Total	—	—	—	—	—	—	—	—	—	—	—	3.23629	19.7386	22.9748	0.33504	0.00827	—	33.8157

4.5. Waste Emissions by Land Use

4.5.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	—	—	—	—	—	—	—	—	—	—	—	108.372	0.00000	108.372	10.8314	0.00000	—	379.157
Total	—	—	—	—	—	—	—	—	—	—	—	108.372	0.00000	108.372	10.8314	0.00000	—	379.157
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	—	—	—	—	—	—	—	—	—	—	—	108.372	0.00000	108.372	10.8314	0.00000	—	379.157
Total	—	—	—	—	—	—	—	—	—	—	—	108.372	0.00000	108.372	10.8314	0.00000	—	379.157
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	—	—	—	—	—	—	—	—	—	—	—	17.9422	0.00000	17.9422	1.79326	0.00000	—	62.7737
Total	—	—	—	—	—	—	—	—	—	—	—	17.9422	0.00000	17.9422	1.79326	0.00000	—	62.7737

4.6. Refrigerant Emissions by Land Use

4.6.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Single Family Housing	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	3.40768	3.40768
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	3.40768	3.40768
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	3.40768	3.40768
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	3.40768	3.40768
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.56418	0.56418
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.56418	0.56418

4.7. Offroad Emissions By Equipment Type

4.7.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Equipment Type	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.8. Stationary Emissions By Equipment Type

4.8.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Equipment Type	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.9. User Defined Emissions By Equipment Type

4.9.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Equipment Type	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.10. Soil Carbon Accumulation By Vegetation Type

4.10.1. Soil Carbon Accumulation By Vegetation Type - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Vegetation	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.10.2. Above and Belowground Carbon Accumulation by Land Use Type - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.10.3. Avoided and Sequestered Emissions by Species - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Species	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Avoided	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Sequestered	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Removed	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Avoided	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Sequestered	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Removed	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Avoided	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Sequestered	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Removed	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

5. Activity Data

5.9. Operational Mobile Sources

5.9.1. Unmitigated

Land Use Type	Trips/Weekday	Trips/Saturday	Trips/Sunday	Trips/Year	VMT/Weekday	VMT/Saturday	VMT/Sunday	VMT/Year
Single Family Housing	415.360	419.760	376.200	149,794	1,511.92	1,527.94	1,369.38	545,254
Single Family Housing	1,888.00	1,908.00	1,710.00	680,881	6,872.38	6,945.18	6,224.45	2,478,429

5.10. Operational Area Sources

5.10.1. Hearths

Land Use	Hearth Type	Unmitigated (number)	Mitigated (number)
Single Family Housing	Wood Fireplaces	1	1
Single Family Housing	Gas Fireplaces	40	40
Single Family Housing	Propane Fireplaces	3	3
Single Family Housing	Electric Fireplaces	0	0
Single Family Housing	No Fireplaces	0	0

Single Family Housing	Conventional Wood Stoves	0	0
Single Family Housing	Catalytic Wood Stoves	2	2
Single Family Housing	Non-Catalytic Wood Stoves	2	2
Single Family Housing	Pellet Wood Stoves	3	3
Single Family Housing	Wood Fireplaces	6	6
Single Family Housing	Gas Fireplaces	180	180
Single Family Housing	Propane Fireplaces	14	14
Single Family Housing	Electric Fireplaces	0	0
Single Family Housing	No Fireplaces	0	0
Single Family Housing	Conventional Wood Stoves	0	0
Single Family Housing	Catalytic Wood Stoves	10	10
Single Family Housing	Non-Catalytic Wood Stoves	10	10
Single Family Housing	Pellet Wood Stoves	14	14

5.10.2. Architectural Coatings

Residential Interior Area Coated (sq ft)	Residential Exterior Area Coated (sq ft)	Non-Residential Interior Area Coated (sq ft)	Non-Residential Exterior Area Coated (sq ft)	Parking Area Coated (sq ft)
963,495	321,165	0.00000	0.00000	—

5.10.3. Landscape Equipment

Season	Unit	Value
Snow Days	day/yr	0.00000
Summer Days	day/yr	250.000

5.11. Operational Energy Consumption

5.11.1. Unmitigated

Electricity (kWh/yr) and CO2 and CH4 and N2O and Natural Gas (kBTU/yr)

Land Use	Electricity (kWh/yr)	CO2	CH4	N2O	Natural Gas (kBTU/yr)
Single Family Housing	266,788	203.983	0.0330	0.0040	1,755,605
Single Family Housing	1,212,671	203.983	0.0330	0.0040	7,980,024

5.12. Operational Water and Wastewater Consumption

5.12.1. Unmitigated

Land Use	Indoor Water (gal/year)	Outdoor Water (gal/year)
Single Family Housing	1,839,512	7,371,293
Single Family Housing	8,361,420	33,505,854

5.13. Operational Waste Generation

5.13.1. Unmitigated

Land Use	Waste (ton/year)	Cogeneration (kWh/year)
Single Family Housing	36.2705	0.00000
Single Family Housing	164.813	0.00000

5.14. Operational Refrigeration and Air Conditioning Equipment

5.14.1. Unmitigated

Land Use	Equipment Type	Refrigerant	GWP	Quantity (kg)	Operations Leak Rate	Service Leak Rate	Times Serviced
Single Family Housing	Average room A/C & Other residential A/C and heat pumps	R-410A	2,088.00	0.00225	2.50000	2.50000	10.00000
Single Family Housing	Household refrigerators and/or freezers	R-134a	1,430.00	0.11538	0.60000	0.00000	1.000000

Single Family Housing	Average room A/C & Other residential A/C and heat pumps	R-410A	2,088.00	0.00225	2.50000	2.50000	10.00000
Single Family Housing	Household refrigerators and/or freezers	R-134a	1,430.00	0.11538	0.60000	0.00000	1.000000

5.15. Operational Off-Road Equipment

5.15.1. Unmitigated

5.16. Stationary Sources

5.16.1. Emergency Generators and Fire Pumps

5.16.2. Process Boilers

5.17. User Defined

5.18. Vegetation

5.18.1. Land Use Change

5.18.1.1. Unmitigated

Vegetation Land Use Type	Vegetation Soil Type	Initial Acres	Final Acres

5.18.1. Biomass Cover Type

5.18.1.1. Unmitigated

Biomass Cover Type	Initial Acres	Final Acres

5.18.2. Sequestration

5.18.2.1. Unmitigated

Tree Type	Number	Electricity Saved (kWh/year)	Natural Gas Saved (btu/year)

6. Climate Risk Detailed Report

6.1. Climate Risk Summary

Cal-Adapt midcentury 2040–2059 average projections for four hazards are reported below for your project location. These are under Representation Concentration Pathway (RCP) 8.5 which assumes GHG emissions will continue to rise strongly through 2050 and then plateau around 2100.

Climate Hazard	Result for Project Location	Unit
Temperature and Extreme Heat	6.75000	annual days of extreme heat
Extreme Precipitation	4.10000	annual days with precipitation above 20 mm
Sea Level Rise	—	meters of inundation depth
Wildfire	31.3300	annual hectares burned

Temperature and Extreme Heat data are for grid cell in which your project are located. The projection is based on the 98th historical percentile of daily maximum/minimum temperatures from observed historical data (32 climate model ensemble from Cal-Adapt, 2040–2059 average under RCP 8.5). Each grid cell is 6 kilometers (km) by 6 km, or 3.7 miles (mi) by 3.7 mi.
Extreme Precipitation data are for the grid cell in which your project are located. The threshold of 20 mm is equivalent to about ¾ an inch of rain, which would be light to moderate rainfall if received over a full day or heavy rain if received over a period of 2 to 4 hours. Each grid cell is 6 kilometers (km) by 6 km, or 3.7 miles (mi) by 3.7 mi.
Sea Level Rise data are for the grid cell in which your project are located. The projections are from Radke et al. (2017), as reported in Cal-Adapt (Radke et al., 2017, CEC-500-2017-008), and consider inundation location and depth for the San Francisco Bay, the Sacramento-San Joaquin River Delta and California coast resulting different increments of sea level rise coupled with extreme storm events. Users may select from four scenarios to view the range in potential inundation depth for the grid cell. The four scenarios are: No rise, 0.5 meter, 1.0 meter, 1.41 meters
Wildfire data are for the grid cell in which your project are located. The projections are from UC Davis, as reported in Cal-Adapt (2040–2059 average under RCP 8.5), and consider historical data of climate, vegetation, population density, and large (> 400 ha) fire history. Users may select from four model simulations to view the range in potential wildfire probabilities for the grid cell. The four simulations make different assumptions about expected rainfall and temperature are: Warmer/drier (HadGEM2-ES), Cooler/wetter (CNRM-CM5), Average conditions (CanESM2), Range of different rainfall and temperature possibilities (MIROC5). Each grid cell is 6 kilometers (km) by 6 km, or 3.7 miles (mi) by 3.7 mi.

6.2. Initial Climate Risk Scores

Climate Hazard	Exposure Score	Sensitivity Score	Adaptive Capacity Score	Vulnerability Score
Temperature and Extreme Heat	N/A	N/A	N/A	N/A
Extreme Precipitation	N/A	N/A	N/A	N/A
Sea Level Rise	1	0	0	N/A
Wildfire	1	0	0	N/A

Flooding	N/A	N/A	N/A	N/A
Drought	0	0	0	N/A
Snowpack Reduction	N/A	N/A	N/A	N/A
Air Quality Degradation	N/A	N/A	N/A	N/A

The sensitivity score reflects the extent to which a project would be adversely affected by exposure to a climate hazard. Exposure is rated on a scale of 1 to 5, with a score of 5 representing the greatest exposure.
The adaptive capacity of a project refers to its ability to manage and reduce vulnerabilities from projected climate hazards. Adaptive capacity is rated on a scale of 1 to 5, with a score of 5 representing the greatest ability to adapt.
The overall vulnerability scores are calculated based on the potential impacts and adaptive capacity assessments for each hazard. Scores do not include implementation of climate risk reduction measures.

6.3. Adjusted Climate Risk Scores

Climate Hazard	Exposure Score	Sensitivity Score	Adaptive Capacity Score	Vulnerability Score
Temperature and Extreme Heat	N/A	N/A	N/A	N/A
Extreme Precipitation	N/A	N/A	N/A	N/A
Sea Level Rise	1	1	1	2
Wildfire	1	1	1	2
Flooding	N/A	N/A	N/A	N/A
Drought	1	1	1	2
Snowpack Reduction	N/A	N/A	N/A	N/A
Air Quality Degradation	N/A	N/A	N/A	N/A

The sensitivity score reflects the extent to which a project would be adversely affected by exposure to a climate hazard. Exposure is rated on a scale of 1 to 5, with a score of 5 representing the greatest exposure.
The adaptive capacity of a project refers to its ability to manage and reduce vulnerabilities from projected climate hazards. Adaptive capacity is rated on a scale of 1 to 5, with a score of 5 representing the greatest ability to adapt.
The overall vulnerability scores are calculated based on the potential impacts and adaptive capacity assessments for each hazard. Scores include implementation of climate risk reduction measures.

6.4. Climate Risk Reduction Measures

7. Health and Equity Details

7.1. CalEnviroScreen 4.0 Scores

The maximum CalEnviroScreen score is 100. A high score (i.e., greater than 50) reflects a higher pollution burden compared to other census tracts in the state.

Indicator	Result for Project Census Tract
Exposure Indicators	—
AQ-Ozone	13.6154
AQ-PM	2.92470
AQ-DPM	26.3846
Drinking Water	38.7161
Lead Risk Housing	56.6982
Pesticides	0.00000
Toxic Releases	0.53763
Traffic	27.0500
Effect Indicators	—
CleanUp Sites	82.9787
Groundwater	87.4813
Haz Waste Facilities/Generators	30.5890
Impaired Water Bodies	77.2995
Solid Waste	59.1753
Sensitive Population	—
Asthma	35.8549
Cardio-vascular	13.0982
Low Birth Weights	19.9256
Socioeconomic Factor Indicators	—
Education	24.1205
Housing	63.9670
Linguistic	24.7665
Poverty	26.6709
Unemployment	37.7147

7.2. Healthy Places Index Scores

The maximum Health Places Index score is 100. A high score (i.e., greater than 50) reflects healthier community conditions compared to other census tracts in the state.

Indicator	Result for Project Census Tract
Economic	—
Above Poverty	64.9557295
Employed	60.78532016
Median HI	46.47760811
Education	—
Bachelor's or higher	81.58603875
High school enrollment	100
Preschool enrollment	1.873476197
Transportation	—
Auto Access	57.21801617
Active commuting	87.89939689
Social	—
2-parent households	65.78981137
Voting	70.98678301
Neighborhood	—
Alcohol availability	40.65186706
Park access	81.35506224
Retail density	93.41716925
Supermarket access	64.09598358
Tree canopy	81.52187861
Housing	—
Homeownership	12.72937251
Housing habitability	27.37071731
Low-inc homeowner severe housing cost burden	19.88964455
Low-inc renter severe housing cost burden	39.67663288

Uncrowded housing	84.29359682
Health Outcomes	—
Insured adults	64.90440139
Arthritis	0.0
Asthma ER Admissions	75.6
High Blood Pressure	0.0
Cancer (excluding skin)	0.0
Asthma	0.0
Coronary Heart Disease	0.0
Chronic Obstructive Pulmonary Disease	0.0
Diagnosed Diabetes	0.0
Life Expectancy at Birth	79.6
Cognitively Disabled	32.0
Physically Disabled	36.0
Heart Attack ER Admissions	94.8
Mental Health Not Good	0.0
Chronic Kidney Disease	0.0
Obesity	0.0
Pedestrian Injuries	84.3
Physical Health Not Good	0.0
Stroke	0.0
Health Risk Behaviors	—
Binge Drinking	0.0
Current Smoker	0.0
No Leisure Time for Physical Activity	0.0
Climate Change Exposures	—
Wildfire Risk	4.5
SLR Inundation Area	47.2

Children	88.7
Elderly	20.2
English Speaking	64.4
Foreign-born	44.0
Outdoor Workers	70.9
Climate Change Adaptive Capacity	—
Impervious Surface Cover	31.0
Traffic Density	1.4
Traffic Access	0.0
Other Indices	—
Hardship	20.0
Other Decision Support	—
2016 Voting	74.8

7.3. Overall Health & Equity Scores

Metric	Result for Project Census Tract
CalEnviroScreen 4.0 Score for Project Location (a)	22.0000
Healthy Places Index Score for Project Location (b)	67.0000
Project Located in a Designated Disadvantaged Community (Senate Bill 535)	No
Project Located in a Low-Income Community (Assembly Bill 1550)	No
Project Located in a Community Air Protection Program Community (Assembly Bill 617)	No

a: The maximum CalEnviroScreen score is 100. A high score (i.e., greater than 50) reflects a higher pollution burden compared to other census tracts in the state.
b: The maximum Health Places Index score is 100. A high score (i.e., greater than 50) reflects healthier community conditions compared to other census tracts in the state.

7.4. Health & Equity Measures

No Health & Equity Measures selected.

7.5. Evaluation Scorecard

Health & Equity Evaluation Scorecard not completed.

7.6. Health & Equity Custom Measures

No Health & Equity Custom Measures created.

8. User Changes to Default Data

8.1. Justifications

Screen	Justification
Land Use	Information provided to Rincon.
Construction: Construction Phases	Information provided to Rincon.
Construction: On-Road Fugitive Dust	Information provided to Rincon.
Operations: Road Dust	Information provided to Rincon.

8.3. Land Use

Model Parameter	Units	Default Value	New Value
Population	people	146.000	125.000
Population	people	664.000	568.000

8.5. Operations

8.5.1. Mobile Sources

8.5.1.4. Road Dust

Model Parameter	Units	Default Value	New Value
% Paved	%	52.0000	100.0000

Monterey County Board of Supervisors
Referral Submittal Form

Referral No. 2024.10
Assignment Date: 09/10/24
(Completed by CAO's Office)

SUBMITTAL - Completed by referring Board office and returned to CAO no later than 10:00AM on Wednesday prior to Board meeting:

Date: 9/23/24	Submitted By: Supervisor Glenn Church	District #: 2
Referral Title: Allow POU/POE Water Treatment for New Construction (Including ADUs)		
Referral Purpose: 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).		

Brief Referral Description (attach additional sheet as required):
Point of Use/Point of Entry water treatment devices are an affordable water treatment option for people whose water systems are impacted by contamination. On November 28, 2023, the Board of Supervisors adopted an ordinance amending portions of Chapters 15.04 and adding Chapter 15.06 to the Monterey County Code to allow for POU/POE to be utilized by local small water systems with 2-4 connections and state small water systems with 5-14 connections. However, the ordinance only applies to existing service connections, and not to new construction on legal lots of record or to ADUs. Without the option to use POU/POE, new construction (including ADUs) are then required to use a centralized treatment system, even if the other connections on the water system use POU/POE. Centralized treatment systems are far more expensive than POU/POE. This referral asks staff to begin taking necessary steps to allow for POU/POE to be used for vacant legal lots of record and accessory dwelling units in systems with 2-14 connections where POU/POE is otherwise allowed for the existing connections.

Classification - Implication	**Mode of Response**
☐ Ministerial / Minor X Land Use Policy ☐ Social Policy ☐ Budget Policy ☐ Other: _____	☐ Memo X Board Report ☐ Presentation **Requested Response Timeline** ☐ 2 weeks X 1 month ☐ 6 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:

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

Department(s): Health Department	Referral Lead: Elsa Jimenez	Date: 09/10/24

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

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

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

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

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

Introduced: 8/6/2026
Version: 1

Current Status: Scheduled PM
Matter Type: General Agenda Item

PLN250332 - GUPTA OM PRAKASH & RATINA TRS (DISTRICT 5)
Continued from July 17, 2026 - Public hearing to consider:
a. An appeal by David Caneer of the April 30, 2026, Zoning Administrator's decision to approve a Coastal Development permit (PLN250332/Gupta) to allow the use of a residential property for transient lodging for a period of 30 calendar days or fewer (Commercial Vacation Rental).
b. Find the project Categorically Exempt pursuant to CEQA Guidelines section 15301, and there are no exceptions pursuant to Section 15300.2.
c. A Coastal Development Permit for a Commercial Vacation Rental to allow a Commercial Vacation rental

RECOMMENDATION:
It is recommended that the Board of Supervisors continue the hearing to August 25, 2026.

PROJECT INFORMATION

Agent: Paul Mink
Property Owner: Prakash & Ratina Gupta
APN: 008-072-017-000
Parcel Size: approximately 0.28
Zoning: Medium Density Residential, 4 units per acre, and Design Control overlay in the Coastal Zone, or "MDR/4-D(CZ)"
Plan Area: Del Monte Forest Land Use Plan
Flagged and Staked: Not Applicable
Project Planner: Jack Sorensen, Assistant Planner
sorensenj@countyofmonterey.gov; 831-784-5765

SUMMARY

The project site is located at 4159 Sunset Lane, Pebble Beach, within the Del Monte Forest Land Use Plan. The Applicant/Owners submitted an application seeking to use their existing single-family dwelling located in a residentially zoned neighborhood as a Commercial Vacation Rental. The site is developed with 2,520 square foot single-family dwelling and has three bedrooms, three bathrooms, a kitchen, a living room, and a detached garage. The Applicant/Owner is proposing that the single-family dwelling be occupied by a maximum of seven people overnight and 10 people during daytime hours at the property at a time. The property will retain its potable water from California American Water. Sewer will continue to be provided by the Pebble Beach Community Services District.

On May 18, 2026, the Appellant, David Caneer, timely filed an appeal of the Zoning Administrator's

April 30, 2026, decision to approve the project. The appeal contends that the decision was contrary to law.

The appeal was originally heard by the Board of Supervisors on July 17, 2026. During that hearing, the Board raised issue with concentration of CVRs in the immediate vicinity and the County's private road standards. Based upon the County's prepared FEIR for the Vacation Rental Ordinances, which was certified by the Board on August 27, 2024 (SCH#2022080643), there were no identified or significant impacts of Commercial Vacation Rentals up to the Commercial Vacation Rental cap set forth as this would be the third approved out of 57 in the Del Monte Forest Land Use Plan.

At the duly noticed hearing and after public testimony, the Board of Supervisors continued the item to a date certain (August 18, 2026) to allow staff additional time to address the concerns noted above. Since the June hearing, the appellant David Caneer and the Applicant have agreed to extend the appeal timeline to August 25, 2026. Therefore, staff recommends the Board of Supervisors continue the hearing to August 25, 2026 to allow staff additional time to address the Board's concerns and respond adequately to the appeal.

OTHER AGENCY INVOLVEMENT:
The following agencies have reviewed the project, have comments, and/or have recommended conditions:

Office of County Counsel

FINANCING:
The Board appeal fee is typically $3,572.00; however, projects in the coastal zone that are appealable to the California Coastal Commission are not charged an appeal fee. Funding for staff time associated with this project is included in the FY 26-27 Adopted Budget for HCD Community Development, Fund 1001, Appropriation HCD101, Department 310002.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The project aligns with Board of Supervisors Strategic Plan Goals A: This action represents effective and timely response to our HCD customers. Processing this application in accordance with all applicable policies and regulations also provides the County accountability for proper management of our land resources.

Mark a check to the related Board of Supervisors Strategic Plan Goals:
X Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
____ Diverse and Thriving Economy

Link to the Strategic Plan:
< <https://www.countyofmonterey.gov/home/showdocument?id=139569>>

Prepared by: Jack Sorensen, Assistant Planner
Reviewed by: Fionna Jensen, Principal Planner

Approved by: Craig Spencer, HCD Director

cc: Front Counter Copy; HCD-Planning; Jack Sorensen, Assistant Planner; Jacquelyn M. Nickerson, Principal Planner; Prakash & Ratina Gupta, Property Owners; Paul Mink, Agent; Interested Parties: [David Caneer], Appellant; The Open Monterey Project (Molly Erickson); Laborers International Union of North America (Lozeau Drury LLP); Christina McGinnis, Keep Big Sur Wild; LandWatch; Planning File PLN250332.

Introduced: 8/6/2026
Version: 1

Current Status: Scheduled PM
Matter Type: General Agenda Item

PLN250332 - GUPTA OM PRAKASH & RATINA TRS (DISTRICT 5)
Continued from July 17, 2026 - Public hearing to consider:
a. An appeal by David Caneer of the April 30, 2026, Zoning Administrator's decision to approve a Coastal Development permit (PLN250332/Gupta) to allow the use of a residential property for transient lodging for a period of 30 calendar days or fewer (Commercial Vacation Rental).
b. Find the project Categorically Exempt pursuant to CEQA Guidelines section 15301, and there are no exceptions pursuant to Section 15300.2.
c. A Coastal Development Permit for a Commercial Vacation Rental to allow a Commercial Vacation rental

RECOMMENDATION:
It is recommended that the Board of Supervisors continue the hearing to August 25, 2026.

PROJECT INFORMATION

Agent: Paul Mink
Property Owner: Prakash & Ratina Gupta
APN: 008-072-017-000
Parcel Size: approximately 0.28
Zoning: Medium Density Residential, 4 units per acre, and Design Control overlay in the Coastal Zone, or "MDR/4-D(CZ)"
Plan Area: Del Monte Forest Land Use Plan
Flagged and Staked: Not Applicable
Project Planner: Jack Sorensen, Assistant Planner
sorensenj@countyofmonterey.gov; 831-784-5765

SUMMARY

The project site is located at 4159 Sunset Lane, Pebble Beach, within the Del Monte Forest Land Use Plan. The Applicant/Owners submitted an application seeking to use their existing single-family dwelling located in a residentially zoned neighborhood as a Commercial Vacation Rental. The site is developed with 2,520 square foot single-family dwelling and has three bedrooms, three bathrooms, a kitchen, a living room, and a detached garage. The Applicant/Owner is proposing that the single-family dwelling be occupied by a maximum of seven people overnight and 10 people during daytime hours at the property at a time. The property will retain its potable water from California American Water. Sewer will continue to be provided by the Pebble Beach Community Services District.

On May 18, 2026, the Appellant, David Caneer, timely filed an appeal of the Zoning Administrator's

April 30, 2026, decision to approve the project. The appeal contends that the decision was contrary to law.

The appeal was originally heard by the Board of Supervisors on July 17, 2026. During that hearing, the Board raised issue with concentration of CVRs in the immediate vicinity and the County's private road standards. Based upon the County's prepared FEIR for the Vacation Rental Ordinances, which was certified by the Board on August 27, 2024 (SCH#2022080643), there were no identified or significant impacts of Commercial Vacation Rentals up to the Commercial Vacation Rental cap set forth as this would be the third approved out of 57 in the Del Monte Forest Land Use Plan.

At the duly noticed hearing and after public testimony, the Board of Supervisors continued the item to a date certain (August 18, 2026) to allow staff additional time to address the concerns noted above. Since the June hearing, the appellant David Caneer and the Applicant have agreed to extend the appeal timeline to August 25, 2026. Therefore, staff recommends the Board of Supervisors continue the hearing to August 25, 2026 to allow staff additional time to address the Board's concerns and respond adequately to the appeal.

OTHER AGENCY INVOLVEMENT:
The following agencies have reviewed the project, have comments, and/or have recommended conditions:

Office of County Counsel

FINANCING:
The Board appeal fee is typically $3,572.00; however, projects in the coastal zone that are appealable to the California Coastal Commission are not charged an appeal fee. Funding for staff time associated with this project is included in the FY 26-27 Adopted Budget for HCD Community Development, Fund 1001, Appropriation HCD101, Department 310002.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The project aligns with Board of Supervisors Strategic Plan Goals A: This action represents effective and timely response to our HCD customers. Processing this application in accordance with all applicable policies and regulations also provides the County accountability for proper management of our land resources.

Mark a check to the related Board of Supervisors Strategic Plan Goals:
X Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
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Link to the Strategic Plan:
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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 26-109

August 18, 2026

Introduced: 4/14/2026
Version: 1

Current Status: Agenda Ready
Matter Type: Other Board Matters

Referral Matrix and one New Referrals

Monterey County Board of Supervisors

MEETING:	**August 18, 2026 - Other Board Matters**
SUBJECT:	Board Referrals Update
DEPARTMENT:	County Administrative Office

Item #	Brd Rfi #	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.	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 May 2026.	Pending
2	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. **This referral was combined with 2026.07 on May 20, 2026, approved by Supervisor Church.**	**Combined with 2026.07**
3	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 report to the Board in early May 2026.	Pending
4	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 Winter 2025.	Pending
5	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. **Referral on hold pending results/recommendations received from the Board of Supervisors requested Sheriff Ofice financial audit.**	**On hold**
6	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

Item #	Brd Rfi #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Item	Report	Status
7	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. Staff is exploring a "pilot program" option with TAMC.	Pending
8	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. **The referral was modified on April 14, 2026, by the referring supervisor to include District 1's budget from the last year and this year**	Pending
9	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
10	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 was expected to be completed in Fall 2025. A 2 hour workshop at the Board of Supervisors occured on January 13th, 2026 to review the Facilities Master Plan and included options for reuse of Laurel Yard for the Board to consider including the optionfor partial relocation of selected existing users to allow for future affordable housing development. The Board of Supervisors provided preliminary direction to seek further input from Departments and return back to the Board for final direction. A second workshop will be scheduled in Spring 2026 which will finalize FMP and fulfill this referral.	Pending
11	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. Proposed completion date in 2027.	Pending
12	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. PW installed railing along Coast Road to help with the illegal parking issues near Bixby Bridge. In addition, PWFP worked with HCD and HCD was able to extend the Emergency Coastal Development Permit approval into 2026.	Pending

Item #	Brd Rfl #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Item	Report	Status
13	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. The hydrologic and hydraulic study report has been completed and will be presented to the Board. The report presents several options to mitigate the extent of the flooding. The exact option will depend on State and federal regulators, as well as the public and Board if this effort should be funded.	Pending
14	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
15	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. Staff will provide an update to the Board on February 6, 2026. Staff presented an update at the Board of Supervisors meeting on February 3, 2026, and were directed to continue work on amending the ordinance and make it available for public input in the near term. The Department worked with a consultant and County Counsel on drafting an amended POU/POE Ordinance, which is scheduled for introduction on August 18, 2026.	Pending
16	2024.11	9/10/2024	Church	~~Health~~ HCD		~~Jimenez~~ Spencer	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. Proposed completion date in ~~October 2025~~ June 2026. Staff provided an update at the Board of Supervisor meeting on November 4, 2025, and based on this discussion and following dicussions with HCD, it has been determined that it makes most sense to pivot and enforce rooster keeping via land use policy and not County Code Chapter 8. Hitchcock Road Animal Services (HRSA) and County Housing and Community Development (HCD) staff are in dicussions regarding timing for an update to the Board on status. HCD is in the process of drafting an ordinance to add rooster keeping restrictions to the zoning ordinance. The ordinance must be reviewed by the Planning Commission before it can be adopted by the Board. Board consideration of the ordinance is anticipated in August of 2026.	Pending
17	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 for consideration. Coastal Commission consideration in 2025. Proposed completion date in early 2026. No ETA; HCD will need to prioritize after other items. They need to put together an item for BOS consideration, and then it has to go to the Coastal Commission. The inland work is done.	Pending
18	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
19	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. A preliminary analysis was provided in May 2025. The subject policy revision will be brought forward to the Board in March 2026.	Pending

Item #	Brd Rfi #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Item	Report	Status
20	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. The parking prohibition has been extended since the Caltrans work in the vicinity is expected to continue through 2026.	Pending
21	2025.08	8/5/2025	Alejo	Health		Jimenez	Mitigation Monitoring for the Salinas Regional Soccer Complex	The purpose of this referral is to have the Monterey County Environmental Health Bureau and/or the County Public Works, Facilities and Parks provide contracted mitigation monitoring services for the Salinas Regional Soccer Complex expansion project. Staff will provide a preliminary response to the Board on September 30, 2025. Staff will provide an update to the Board on October 21, 2025. **Per BoS members, the referral will be on hold until the grant funding is fully utilized by next year and then staff will return to the Board for further consideration**.	**On hold**
22	2025.10	8/26/2025	Alejo	Health		Jimenez	Monterey County Spay and Neuter Ordinance for Cats and Dogs	The purpose of this referral is to enact a Spay and Neuter Ordinance for cats and dogs to address pet overpopulation, euthanasia rates, and overcrowded shelters with minimal staffing. A preliminary response will be provided to the Board on September 30, 2025. Staff were instructed to return to the Board with a proposed ordinance and anticipated effort for completion in March 2026. HRAS staff presented a referral to the HRAS Board of Directors and it was referred to the HRAS Advisory Committee meeting. The HRAS Advisory Committee submitted their concerns regarding mandated spay and neuter and recommended alternatives to a mandatory ordinance to the HRAS Board of Directors. The HRAS Board of Directors discussed the matter and reviewed draft provisions for an ordinance and directed HRAS staff to present the matter to the Board of Supervisors for direction. Health Department, County Counsel, and HRAS staff presented a draft ordinance on June 9, 2026, and as directed, returned to the Board with an updated ordinance on June 23, 2026. Final adoption of the ordinance will take place on July 7. Staff will return to the BoS with a fee schedule for breeder permits and unaltered animals.	Pending
23	2025.11	9/16/2025	Church	PWFP		Ishii	No Recreational Vehicle Parking on Railroad Avenue in Pajaro	This referral request for the Board of Supervisors to consider adoption of an ordinance to prohibit recreational vehicle parking on the entirety of Railroad Avenue in the unincorporated area of the County of Monterey and establish a tow-away zone, authorizing the immediate removal of vehicles that violate this no-parking restriction. Staff will provide a preliminary response on November 4, 2025.	Pending
24	2025.13	10/21/2025	Alejo	CAO		Chiulos/Pasculli	County of Monterey Facility Naming Policy	The purpose of this referral is to create a formalized process and policy for naming County of Monterey-owned and county-operated facilities. Staff provided a preliminary response on December 10, 2025. Staff expects to present the revised policy for Board consideration on June 2 2026.	Pending
25	2025.14	10/21/2025	Alejo	CAO		Paolinelli/Vaughn	Monterey Count Arts Master Plan	The purpose of this referral is to initiate the development of an Arts Master Plan for the County of Monterey, designed to establish a long-term vision for promoting, supporting, and expanding public art throughout the county's unincorporated areas. Staff provided a preliminary response on December 10, 2025. Staff will provide an update to the board in March 2026.	Pending
26	2025.15	10/28/2025	Church	HCD/County Counsel		Spencer/Blitch	Urgency ordinance adopting a moratorium on Battery Energy Storage System (BESS) facilities in unincorporated Monterey County while regulations for BESS operations are developed	This referral seeks to adopt an urgency ordinance placing a moratorium on BESS facilities in unincorporated Monterey County and develop a countywide policy and oversight framework to govern the operations of all BESS facilities in Monterey County for the health and safety of residents and the environment. Staff provided a preliminary report to the Board on November 18, 2025. Direction was provided to prepare an ordinance for the regulation of BESS. Using Measure AA funding, HCD has negotiated a scope of work for consulting support to provide technical guidance and assist with completing an ordinance. A Community meeting was held in Prunedale on March 18, 2026 to get input on the scope and direction of the ordinance. Additional public meetings are planned, and a technical advisory committee is being formed. HCD is working on a draft ordinance. Ordinance completion is anticipated in early 2027.	Pending
27	2025.16	11/18/2025	Alejo	NMC/Health		Buscher/Jimenez	Esperanza Care 2.0	The purpose of this referral is to bring back the Esperanza Care Program considering thousands of Monterey County residents who are expected to lose their Medi-Cal coverage starting in 2026. Staff provided a preliminary response on January 27, 2026, and recommended the Board consider approving Esperanza Care 2.0 pilot be implemented July 1, 2026, with an enrollment up to 500 participants. The CAO, Health Department, and Natividad staff were directed to collaborate on the development and funding plan for the Pilot. The Departments will continue to have discussions with community based organizations to ensure a successful roll-out of Pilot.	Pending

Item #	Brd Rfi #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Item	Report	Status
28	2026.01	2/3/2026	Daniels	CAO		Beaton	Establish a Local Housing Fund through Special Tax Measure	The purpose of this referral is to explore the feasibility of implementing a local real estate transfer tax on high-value property sales in unincorporated Monterey County to create a local housing fund for home development in relative proximity to those transactions. Staff provided a preliminary response to the Board on March 10, 2026.	Pending
29	2026.02	3/17/2026	Church/Lopez	PWFP		Ishii	Renaming of County of Monterey Agricultural Commissioner's Office	To rename the County of Monterey Agricultural Commissioner's Office in Salinas to the County of Monterey Richard Nutter Agricultural Resource Center. Staff will provide a preliminary response to the Board on April 14, 2026.	Pending
30	2026.04	4/14/2026	Askew	CAO/Counsel		Chiulos/Blitch	Consider Board action outlined in attached memo regarding immigration enforcement at the April 14th Board meeting.	This referral requests Board consideration of attached memo during the April 14th Board meeting outlining actions to better align our actual practices with our stated values regarding local interactions with federal immigration enforcement authorities. As part of the Truth Act hearing on January 27, 2026 the BOS directed a follow-up discussion be scheduled on April 14, 2026, so questions from members and the public could be addressed. The April 14 follow-up presents an opportunity for the Board to move beyond information-gathering and provide clear direction consistent with Monterey County's values, legal authority, and responsibility to the communities we serve. Staff will provide an update to the board on June 9, 2026. Futher update to follow.	Pending
31	2026.06	4/14/2026	Askew	County Counsel/Sheriff		Blitch/Nieto	Superior Court Mandatory $15 Fee Resolution Modification	The purpose of this referral is to modify a Board of Supervisors Resolution 25-413 to allow discretion to the judges of the Monterey County Superior Court to impose a mandatory $15 fee pursuant to Penal Code Section 853.7a. A preliminary response was provided to the Board on May 12, 2026. County Counsel is to bring back to the Board an amendment resolution for consideration. The resolution was adopted on July 7, 2026.	Pending
32	2026.07	4/28/2026	Church	HCD		Spencer	Multifamily Housing	The purpose of this referral is to develop an ordinance to accelerate housing development by establishing objective criteria for approval of ADUs, lot-splits under Senate Bill 9, and allow for duplexes, triplexes, and fourplexes in appropriate areas of the County. Staff will provide a preliminary response on June 9, 2026.	Pending
33	2026.08	4/28/2026	Daniels	PWFP/County Counsel	Ishii/Blitch		12-Month Moratorium on Parking at Bixby Bridge	The purpose of this referral is to implement a 12-month moratorium on parking in the immediate vicinity of Bixby Bridge on Highway 1, in advance of the Memorial Day weekend start of the summer season. This action responds to longstanding and well-documented public safety hazards at this location. Staff will provide a preliminary response on June 2, 2026. Ordinance No. 5448 was adopted on June 23, 2026; no-parking signs are up.	Pending

Item #	Brd Rfi #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Item	Report	Status
34	2026.10	5/19/2026	Askew	PWFP	Ishii		G-146 Flag Policy Amendment – Pride Flag	This referral request that for the review and recommended updates to Board Policy G-146 related to ceremonial display of the Pride Flag to establish a consistent approach for recognizing Pride Month through flag display practices at County facilities and parks. Staff will provide a preliminary response on August 18, 2026.	Pending
35	2026.11	6/9/2026	Askew	HRD/Social Services	Pyper/Franks		CALPERS and Covered California Presentation	This referral requests an open-session presentation to the Board of Supervisors from CALPERS and Covered California regarding the impact of state and federal legislation on the commercial health insurance market, and the strategies being considered to manage the cost of commercial health insurance in Monterey County. Staff provided a preliminary response on June 30, 2026. Staff is seeking input from the board on August 25, 2026.	Pending
36	2026.12	6/16/2026	Askew	County Counsel	Blitch		Commitment to Constitutional Order Resolution	This referral requests that the "Commitment to Constitutional Order" be scheduled for consideration on a future Board of Supervisors agenda. Pending further discussion.	Pending
37	2026.13	6/23/2026	Askew	ITD	Chatham		Strengthening County Contract Standards for Data Privacy, Data Sharing, and Protection Against Unauthorized Secondary Use of County Information	This referral seeks to ensure that Monterey County maintains clear standards, appropriate oversight, and strong safeguards so that technological innovation remains consistent with the County's commitments to privacy, civil liberties, transparency, public trust, and responsible stewardship of public information. Staff will provide a preliminary response on August 11, 2026.	Pending
38	2026.14	7/7/2026	Church/Lopez	PWFP	Ishii		Remove Sewer Billing Services from County of Monterey Property Tax Rolls	The purpose of this referral is to move the collection of sewer charges for Pajaro County Sanitation District and County Service Area 75 – Chualar from County of Monterey Property Tax Rolls to Monterey One Water sewer billing services. Staff will provide a Preliminary Analysis Response on August 11, 2026.	Pending
39	2026.15	7/7/2026	Lopez	Library/Health	Theyer/Jimenez		Greenfield Branch Library Pilot Program: Youth Snack Access and Behavioral Data Tracking	The purpose of this referral is to direct Monterey County Free Libraries (MCFL), in coordination with the Health Department and/or the Food Bank for Monterey County, to evaluate establishing a pilot program at the Greenfield Branch Library offering non-perishable snacks to youth patrons, and to compile and track available data on youth behavioral incidents at the branch to assess outcomes. Staff will provide a Preliminary Analysis Response on August 11, 2026.	Pending
40	2026.16	8/11/2026	Church	Counsel	Blitch		Board of Supervisors District Appointments	Request that the Board of Supervisors establish a policy governing district-specific appointments to County boards, commissions and committees. A Supervisor shall not appoint a resident of another supervisorial district to a district-specific position without the prior consent of the Supervisor representing the proposed appointee's district of residence. Staff will provide a preliminary response on September 1, 2026.	Pending
41	2026.17	8/11/2026	Daniels	PWFP/HCD	Ishii/Spencer		No Parking South of Pt. Lobos Entrance & Pedestrian Bridge Repair	Referral to Assess the Feasibility of Establishing a No Parking Zone South of the Point Lobos State Natural Reserve Entrance in Areas With Limited Shoulder Space to Enhance Traffic Safety and to Collaborate with State Partners on Options for Repairing the Pedestrian Bridge. Staff will provide a preliminary response on September 22, 2026.	Pending

Item #	Brd Rfl #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Item	Report	Status
42	2026.18	8/18/2026	Lopez	CAO/PWFP/Counsel	Beaton, Ishii, Blitch		Responsible Contractor Standards for County Construction and Public Works, and Bid Evaluation Credit for Apprenticeship Training and Worker Health Care	The purpose of this refrral is to direct County Counsel, the County Administrative Office, the Contracts and Purchasing Division, and Public Works, Facilities and Parks to return to the Board with a recommended framework establishing responsible contractor standards that condition County construction and public works eligibility on good standing with respect to outstanding wage judgments, and that award additional evaluation credit in the bid and prequalification process to contractors who invest in high-quality, state-approved apprenticeship training and who make health care expenditures for the workers on the project. The goal is to protect workers, level the playing field for law-abiding contractors, and ensure that public dollars build a skilled local workforce.	**New Referral Pending Approval on 8/18/26**
								Completed by Executive Analyst on August 13, 2026.	

Monterey County Board of Supervisors
Referral Submittal Form

Referral No. 2026.18
Assignment Date: 08/18/26
(Completed by CAO's Office)

SUBMITTAL - Completed by referring Board office and returned to CAO no later than 10:00 AM on Wednesday prior to Board meeting:

Date: 8/7/26	Submitted By: Supervisor Lopez	District #: 3

Referral Title: Responsible Contractor Standards for County Construction and Public Works, and Bid Evaluation Credit for Apprenticeship Training and Worker Health Care

Referral Purpose: To direct County Counsel, the County Administrative Office, the Contracts and Purchasing Division, and Public Works, Facilities and Parks to return to the Board with a recommended framework establishing responsible contractor standards that condition County construction and public works eligibility on good standing with respect to outstanding wage judgments, and that award additional evaluation credit in the bid and prequalification process to contractors who invest in high-quality, state-approved apprenticeship training and who make health care expenditures for the workers on the project. The goal is to protect workers, level the playing field for law-abiding contractors, and ensure that public dollars build a skilled local workforce.

Brief Referral Description (attach additional sheet as required): I am requesting that staff develop and return to the Board with a recommended structure for two related measures. First, a responsible contractor standard that would make a contractor ineligible to perform covered County construction or public works while that contractor has an unsatisfied wage judgment or determination with an outstanding balance over $10,000, with a clear path to restore eligibility at any time by satisfying the balance and returning to good standing. Second, bid and prequalification language that awards additional evaluation credit, as points in the scoring process rather than as a condition of eligibility, to contractors who invest in high-quality, state-approved (DAS) apprenticeship training and who make health care expenditures for the workers on the project. This credit is not a gate; no contractor would be excluded from bidding for failing to earn it. Staff is asked to recommend the appropriate scope and phasing, including beginning with County public works contracts and evaluating a path to extend responsible contractor standards to private projects requiring a County permit, with exemptions for housing developments under ten units, deed-restricted affordable and low-income housing, owner-occupied residential work, and small local businesses. The complete description, requested actions, and legal authority are provided in the attached continuation sheet.

Classification - Implication	**Mode of Response**
☐ Ministerial / Minor ☐ Land Use Policy ☐ Social Policy (X) ☐ Budget Policy (X) ☐ Other: _____	[ ] Memo **[X]** Board Report [ ] Presentation **Requested Response Timeline** [ ] 2 weeks [ ] 1 month [ ] 6 weeks **[X]** 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): CAO, PWFP, County Counsel	Referral Lead: Michael Beaton, Randy Ishii, and Susan Blitch	Board Date: 8/18/26

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

Department(s):	Referral Lead:	Date:

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

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

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

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

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

CONTINUATION SHEET

Responsible Contractor Standards for County Construction and Public Works, and Bid Evaluation Credit for Apprenticeship Training and Worker Health Care

Submitted by Supervisor Christopher Lopez, District 3

Requested Actions

I respectfully request that the Board refer this matter to staff and direct County Counsel, the County Administrative Office, the Contracts and Purchasing Division, and the Department of Public Works, Facilities and Parks, in coordination with any other affected departments, to return to the Board with a report and recommended framework that accomplishes the following:

1. Establish a responsible contractor standard providing that a contractor or subcontractor is ineligible to perform work on a covered County construction or public works project for as long as that contractor has an unsatisfied wage judgment or determination with a currently outstanding balance exceeding ten thousand dollars ($10,000).
2. Provide that eligibility is based on present good standing rather than the age of the judgment, so that a qualifying unpaid judgment disqualifies regardless of when it was entered, and so that a contractor returns to good standing and becomes eligible to work at any time upon satisfying the outstanding balance. The standard should reward compliance and provide every contractor a permanent path back through payment.
3. Recommend the appropriate scope and phasing of the standard, including beginning with County public works contracts, where the County participates in the market as a proprietor, and evaluating a path and timeline to extend the standard to private construction projects that require a County permit, inspection, or land use approval in the unincorporated area. The Board would welcome a staff recommendation on whether an initial implementation period focused on County public works, of roughly eighteen months, is advisable before any extension to private permitted work.
4. Recommend exemptions that protect housing production and small local businesses, including at a minimum housing developments under ten units, deed-restricted affordable and low-income housing, work performed on residential property that the owner occupies or in good faith intends to occupy as a primary residence, and small local businesses. Staff is asked to recommend precise legal definitions for each category.
5. Develop a disclosure and verification mechanism that allows the County to confirm a contractor's good standing as a condition of award, permit issuance, or final approval, with the present good-standing standard controlling eligibility and staff recommending any reasonable disclosure-reporting window needed for verification.
6. Develop prequalification and bid evaluation language that awards additional credit, as points in the scoring process and not as a condition of eligibility, to contractors who invest in high-quality apprenticeship training. Credit should recognize participation in an apprenticeship program approved by the California Division of Apprenticeship Standards, with additional credit available for programs that demonstrate strong outcomes, such as a high apprentice graduation rate and a sustained record of graduating apprentices over multiple years. The criteria should be objective and openly available so that any qualified contractor may earn the credit through demonstrated training investment and outcomes, regardless of the contractor's bargaining status, consistent with the County's existing authority to evaluate labor compliance and apprenticeship conformance as part of bidder qualifications.
7. Provide additional bid evaluation credit, again as points and not as a condition of eligibility, to contractors who make bona fide health care expenditures for the workers performing covered work on the project. Staff is asked to recommend an appropriate benchmark for this credit, which may reference the health and welfare component of the applicable Monterey County general prevailing wage determination, and to structure the credit so that it rewards a contractor's investment in worker health coverage rather than functioning as a wage mandate or an eligibility gate. As with the apprenticeship credit, the criteria should be objective and openly available to all qualified contractors.

8. Recommend the appropriate dollar threshold of County public works projects to which the evaluation credit should apply, and confirm that the credit operates within the County's proprietary authority over its own public works procurement.
9. Identify the implementation costs, staffing implications, due process protections, and any administrative penalties or enforcement tools appropriate to the framework, and return to the Board for first reading and adoption of any necessary ordinance or policy.

Background and Need

Monterey County is a construction and agricultural economy, and the workers who build our roads, facilities, and housing deserve to be paid what they have lawfully earned. Wage theft, the failure to pay earned wages, overtime, or required benefits, falls hardest on low-wage workers and is especially difficult to root out in construction, where layered subcontracting can obscure who is responsible. When a contractor that has shorted its workers wins work over one that plays by the rules, responsible local contractors lose jobs they fairly earned, and the County and its workforce bear the cost.

State enforcement, while important, has struggled to keep pace. Workers who win wage claims often wait years for resolution, and collection on a judgment frequently falls to the worker. A worker who has already won a determination should not have to chase a contractor that continues to take public work as if nothing happened. This referral takes a measured approach. It does not set wage rates and it does not duplicate state or federal labor enforcement. It simply asks that those who seek the benefit of County construction dollars and County permits be current on what they already owe their workers, and it gives any contractor a clear and permanent way to requalify by paying the balance.

The second part of this referral looks forward. A bid evaluation credit for high-quality apprenticeship training and for worker health care investment helps ensure that public projects are built by a skilled and well-trained local workforce, and that the next generation of Monterey County tradespeople has a pathway into good careers. Participation and demonstrated outcomes in state-approved apprenticeship programs, and bona fide investment in worker health coverage, are objective and verifiable standards that any qualified contractor can pursue. Rewarding them in our procurement, as additional points rather than as a barrier to bidding, strengthens the local labor pool, supports the health and stability of the construction workforce, improves the quality and safety of public construction, and keeps public investment working for our communities.

Legal Authority

The County's authority to act rests on well-established foundations, which staff should confirm and refine. As to County public works contracts, the County acts as a market participant and proprietor with broad discretion to set contractor responsibility standards for its own projects. As to private construction in the unincorporated area, the County acts under its police power and its authority to condition land use approvals, permits, and certificates of occupancy, as recognized under Article XI, Section 7 of the California Constitution. With respect to the evaluation credit, California law already recognizes labor compliance, including apprenticeship conformance and prevailing wage history, as a legitimate component of bidder qualifications. The framework should be designed to regulate access to County-controlled benefits and contracts and should not set wage rates or otherwise enter areas preempted by state law. Staff should structure the evaluation credit around openly available, objective criteria to ensure it remains accessible to all qualified contractors and durable against challenge.

Precedent in Other California Jurisdictions

Monterey County would be joining a growing group of California jurisdictions that have used their own contracting and permitting authority to address wage theft and to reward responsible construction. Cities including Mountain View, San Jose, and Berkeley, and the City and County of San Francisco, have adopted responsible construction or wage theft measures, and a neighboring county has recently advanced a comparable ordinance. Staff is encouraged to review these models, identify the provisions best suited to Monterey County's needs, and recommend the approach that best fits our communities and our agricultural and rural character.

Introduced: 7/10/2026

Current Status: Referral Response - Scheduled

Version: 1

Matter Type: Preliminary Analysis Report

Receive a preliminary response to Board Referral Number 2026.10 (Root Askew) to review and recommend updates to Board Policy G-146 related to ceremonial display of the Pride Flag to establish a consistent approach for recognizing Pride Month through flag display practices at County facilities and parks.

RECOMMENDATION

It is recommended that the Board of Supervisors:

a. Receive a preliminary analysis report in response to **Board Referral 2026.10** and;

b. Direct that staff:

i. Continue review and recommended updates to Board Policy G-146 related to ceremonial display of the Pride Flag to establish a consistent approach for recognizing Pride Month through flag display practices at County facilities and parks;

ii. Proceed with completion of referral based on modifications by the Board.

c. Rescind referral.

d. Provide further direction, as appropriate.

PRELIMINARY ANALYSIS:

Background:

On May 19, 2026, Supervisor Root Askew (Chair of the Board of Supervisors) submitted Referral 2026.10 (Attachment A) - Requesting review and recommended updates to Board Policy G-146 (Attachment B) related to ceremonial display of the Pride Flag to establish a consistent approach for recognizing Pride Month through flag display practices at County facilities and parks. The purpose of the referral is set forth below.

The referral seeks to reconcile direction contained in Resolution 22-113 (CR 21-150) (Attachment C) and Resolution CR25-095 (Attachment D) and informal practice, to establish a clear, consistent, and administratively workable Countywide expectation for implementation moving forward through updates to Board Policy G-146 (Flag Policy). The referral also seeks to modernize policy terminology by referencing the broader “Pride Flag,” recognizing that symbols associated with LGBTQ+ pride and inclusion continue to evolve over time.

Public Works, Facilities and Parks (PWFP) was assigned the referral, and staff began reviewing existing Flag Policy and practices related to ceremonial display of the Pride Flag (sometimes referred to as the Rainbow Flag).

Flag Policy:
Board Policy G-146 was adopted on August 13, 2024 (Board Resolution No. 24-284) for inclusion in the Board Policy Manual to guide departments in properly and respectfully displaying the flag of the United States and other flags.
Ceremonial display of the Pride Flag falls under section H of the County Flag Policy G-146 which states:

> Flags other than the flags of the United States, the State of California, and the County of Monterey may be displayed when approved by the Board of Supervisors. If such approval is given by the Board of Supervisors, the Board shall specify where the other flag is to be displayed and for what period of time.

Pride Flag:
The Board of Supervisors (Board) of the County of Monterey (County) has adopted multiple resolutions directing staff to raise a flag during the month of June in recognition of Pride month (Board Resolution No. 21-150 adopted on June 8, 2021; Amendment to Board Resolution No. 21-150 adopted on June 1, 2022; Board Resolution No. 23-069 adopted on June 6, 2023; Board Resolution No. 24-170 adopted on June 11, 2024; Board Resolution No. 25-095 adopted on June 3, 2025).

Since June 2021, at the direction of the Board pursuant to Board Resolution No. 21-150, PWFP-Facilities has flown a Rainbow Flag during the month of June on the flagpole located at the downtown County Government Center at 168 W. Alisal Street, Salinas, in recognition of Pride Month. PWFP has also flown the Pride Flag during the month of June at multi-use County buildings located at 1441 Schilling Place, Salinas, 1200 Aguajito Road, Monterey and at the Marina Coastal Offices located 2620 First Street, Marina. Additionally, PWFP-Parks has flown the Pride Flag at every County-managed park including the Lakes, Laguna Seca Recreation Area, and Lincoln Park.

In June of 2025, Board Resolution No. 25-095 directed that the Rainbow Flag will be raised at all County facilities' flagpoles for the month of June 2025.

Current Procedures and Practice:
In practice, Pride Flag displays at County owned multi-use facilities are managed by the PWFP Facility Maintenance Division. Pride Flag displays at single use facilities are managed by individual Departments. Pride Flag displays at PWFP-Parks are managed by the PWFP-Parks Division. The above practices were implemented in accordance with section H of the County Flag Policy G-146.

Proposed Updates to Procedures and Practice:
The following items have been identified by Supervisor Root Askew and are proposed to be addressed through a Board Resolution and Policy update:

- Codifying the expectation that the Pride Flag be raised annually during the month of June at County multi-use facilities and County parks where flag poles are present and operational.
- Encouraging County departments with flag poles under their direct control to similarly participate in Pride Month recognition through ceremonial display of the Pride Flag.
- Establishing administrative guidance regarding duration of display, appropriate flag placement

and etiquette consistent with protocols outlined in the existing Flag Policy, including guidance related to departmental coordination responsibilities.

- Providing operational flexibility regarding the specific Pride Flag design utilized, recognizing that Pride symbols continue to evolve while maintaining the intent of LGBTQ+ community recognition and inclusion.
- Clarifying that ceremonial display of the Pride Flag is intended to recognize and affirm LGBTQ+ community members, employees, families, and visitors within Monterey County.

Proposed Policy Update:
Staff will confer with County Departments including the Civil Rights Office, County Administrative Office, and the Office of the County Counsel to draft a proposed resolution and new policy language for a new subsection under Section II of Board Policy G-146, substantially similar to the following language suggested by Supervisor Root Askew:

> The County of Monterey recognizes Pride Month during the month of June. During Pride Month, the Pride Flag shall be ceremonially displayed at County multi-use facilities and County Parks where operational flag poles are present, in accordance with applicable federal and state flag protocols and any administrative guidance established by the County. County departments with flag poles under their direct control are encouraged to participate in this annual recognition.

Estimated Project Cost:
The cost of administration, raising flags and purchasing flags is proposed to be the responsibility of individual Department budgets similar to current practice for the United States, State of California and County flag raising. The current price for purchasing new pride flags averages $65 per flag depending on size and quality.

Staffing Level Estimate:
PWFP staff will work with the Civil Rights Office, County Administrative Office and the Office of the County Counsel to update the existing Board Policy in accordance with Board Direction.

Departmental Challenges:
Staff have not identified any significant challenges.

Proposed Response Date:
By Fall 2026.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This Board Referral supports the Strategic Goal of improving Well-Being and Quality of Life by recognizing and increasing awareness, acceptance and inclusion of Lesbian, Gay, Bisexual, Transgender and Queer (LGBTQ+) individuals.

__X__ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
____ Diverse and Thriving Economy

Prepared by: Florence Kabwasa-Green, Chief of Facilities
Reviewed by: Lindsay Lerable, Assistant Director 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 - Referral 2026.10
Attachment B - Board Policy G-146 (Res 24-184)
Attachment C - Resolution 22-113
Attachment D - Resolution CR25-095

County of Monterey

Board Report

Legistar File Number: PAR 26-017

Item No.

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

August 18, 2026

Introduced: 7/10/2026
Version: 1

Current Status: Draft
Matter Type: Preliminary Analysis Report

Receive a preliminary response to ***Board Referral Number 2026.10 (Root Askew)*** to review and recommend updates to Board Policy G-146 related to ceremonial display of the Pride Flag to establish a consistent approach for recognizing Pride Month through flag display practices at County facilities and parks.

RECOMMENDATION

It is recommended that the Board of Supervisors:

a. Receive a preliminary analysis report in response to **Board Referral 2026.10** and;

b. Direct that staff:

i. Continue review and recommended updates to Board Policy G-146 related to ceremonial display of the Pride Flag to establish a consistent approach for recognizing Pride Month through flag display practices at County facilities and parks;

ii. Proceed with completion of referral based on modifications by the Board.

c. Rescind referral.

d. Provide further direction, as appropriate.

PRELIMINARY ANALYSIS:

Background:

On May 19, 2026, Supervisor Root Askew (Chair of the Board of Supervisors) submitted Referral 2026.10 (Attachment A) - Requesting review and recommended updates to Board Policy G-146 (Attachment B) related to ceremonial display of the Pride Flag to establish a consistent approach for recognizing Pride Month through flag display practices at County facilities and parks. The purpose of the referral is set forth below.

The referral seeks to reconcile direction contained in Resolution 22-113 (CR 21-150) (Attachment C) and Resolution CR25-095 (Attachment D) and informal practice, to establish a clear, consistent, and administratively workable Countywide expectation for implementation moving forward through updates to Board Policy G-146 (Flag Policy). The referral also seeks to modernize policy terminology by referencing the broader "Pride Flag," recognizing that symbols associated with LGBTQ+ pride and inclusion continue to evolve over time.

Public Works, Facilities and Parks (PWFP) was assigned the referral, and staff began reviewing existing Flag Policy and practices related to ceremonial display of the Pride Flag (sometimes referred to as the Rainbow Flag).

Flag Policy:
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Ceremonial display of the Pride Flag falls under section H of the County Flag Policy G-146 which states:

> Flags other than the flags of the United States, the State of California, and the County of Monterey may be displayed when approved by the Board of Supervisors. If such approval is given by the Board of Supervisors, the Board shall specify where the other flag is to be displayed and for what period of time.

Pride Flag:
The Board of Supervisors (Board) of the County of Monterey (County) has adopted multiple resolutions directing staff to raise a flag during the month of June in recognition of Pride month (Board Resolution No. 21-150 adopted on June 8, 2021; Amendment to Board Resolution No. 21-150 adopted on June 1, 2022; Board Resolution No. 23-069 adopted on June 6, 2023; Board Resolution No. 24-170 adopted on June 11, 2024; Board Resolution No. 25-095 adopted on June 3, 2025).

Since June 2021, at the direction of the Board pursuant to Board Resolution No. 21-150, PWFP-Facilities has flown a Rainbow Flag during the month of June on the flagpole located at the downtown County Government Center at 168 W. Alisal Street, Salinas, in recognition of Pride Month. PWFP has also flown the Pride Flag during the month of June at multi-use County buildings located at 1441 Schilling Place, Salinas, 1200 Aguajito Road, Monterey and at the Marina Coastal Offices located 2620 First Street, Marina. Additionally, PWFP-Parks has flown the Pride Flag at every County-managed park including the Lakes, Laguna Seca Recreation Area, and Lincoln Park.

In June of 2025, Board Resolution No. 25-095 directed that the Rainbow Flag will be raised at all County facilities' flagpoles for the month of June 2025.

Current Procedures and Practice:
In practice, Pride Flag displays at County owned multi-use facilities are managed by the PWFP Facility Maintenance Division. Pride Flag displays at single use facilities are managed by individual Departments. Pride Flag displays at PWFP-Parks are managed by the PWFP-Parks Division. The above practices were implemented in accordance with section H of the County Flag Policy G-146.

Proposed Updates to Procedures and Practice:
The following items have been identified by Supervisor Root Askew and are proposed to be addressed through a Board Resolution and Policy update:

- Codifying the expectation that the Pride Flag be raised annually during the month of June at County multi-use facilities and County parks where flag poles are present and operational.
- Encouraging County departments with flag poles under their direct control to similarly participate in Pride Month recognition through ceremonial display of the Pride Flag.
- Establishing administrative guidance regarding duration of display, appropriate flag placement and etiquette consistent with protocols outlined in the existing Flag Policy, including guidance

related to departmental coordination responsibilities.
- Providing operational flexibility regarding the specific Pride Flag design utilized, recognizing that Pride symbols continue to evolve while maintaining the intent of LGBTQ+ community recognition and inclusion.
- Clarifying that ceremonial display of the Pride Flag is intended to recognize and affirm LGBTQ+ community members, employees, families, and visitors within Monterey County.

Proposed Policy Update:
Staff will confer with County Departments including the Civil Rights Office, County Administrative Office, and the Office of the County Counsel to draft a proposed resolution and new policy language for a new subsection under Section II of Board Policy G-146, substantially similar to the following language suggested by Supervisor Root Askew:

> The County of Monterey recognizes Pride Month during the month of June. During Pride Month, the Pride Flag shall be ceremonially displayed at County multi-use facilities and County Parks where operational flag poles are present, in accordance with applicable federal and state flag protocols and any administrative guidance established by the County. County departments with flag poles under their direct control are encouraged to participate in this annual recognition.

Estimated Project Cost:
The cost of administration, raising flags and purchasing flags is proposed to be the responsibility of individual Department budgets similar to current practice for the United States, State of California and County flag raising. The current price for purchasing new pride flags averages $65 per flag depending on size and quality.

Staffing Level Estimate:
PWFP staff will work with the Civil Rights Office, County Administrative Office and the Office of the County Counsel to update the existing Board Policy in accordance with Board Direction.

Departmental Challenges:
Staff have not identified any significant challenges.

Proposed Response Date:
By Fall 2026.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This Board Referral supports the Strategic Goal of improving Well-Being and Quality of Life by recognizing and increasing awareness, acceptance and inclusion of Lesbian, Gay, Bisexual, Transgender and Queer (LGBTQ+) individuals.

__X__ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
____ Diverse and Thriving Economy

Prepared by: Florence Kabwasa-Green, Chief of Facilities
Reviewed by: Lindsay Lerable, Assistant Director 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 - Referral 2026.10
Attachment B - Board Policy G-146 (Res 24-184)
Attachment C - Resolution 22-113
Attachment D - Resolution CR25-095

Monterey County Board of Supervisors
Referral Submittal Form

Referral No. 2026.10
Assignment Date: 5/19/26
(Completed by CAO's Office)

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

Date: 5/14/2026	**Submitted By:** Supervisor Wendy Root Askew	**District #:** 4

Referral Title: G-146 Flag Policy Amendment – Pride Flag

Referral Purpose: Request review and recommended updates to Board Policy G-146 related to ceremonial display of the Pride Flag to establish a consistent approach for recognizing Pride Month through flag display practices at County facilities and parks.

Brief Referral Description (attach additional sheet as required):
Annually, since at least 2021, the Monterey County Board of Supervisors has adopted resolutions recognizing and celebrating Pride Month in Monterey County. Multiple resolutions have included direction to raise the Rainbow Flag throughout the month of June at the Government Center located at 168 West Alisal Street in Salinas. In 2022, through Resolution 22-113, the BOS directed the flag be raised annually at this location in every year.

Over time, operational practice has also included raising the Rainbow Flag at additional County multi-use facilities; in some years, County parks; and other County facilities, as requested. Most recently, Resolution CR25-095 directed that "the Rainbow Flag, a symbol of pride for the Lesbian, Gay, Bisexual, Transgender, Queer community, and LGBTQ+ social movements will be raised at all county facilities' flagpoles for the month of June 2025."

This referral seeks to reconcile the direction contained in Resolution 22-113 and Resolution CR25-095, and informal practice, to establish a clear, consistent, and administratively workable Countywide expectation for implementation moving forward through updates to Board Policy G-146 (Flag Policy). The referral also seeks to modernize policy terminology by referencing the broader "Pride Flag," recognizing that symbols associated with LGBTQ+ pride and inclusion continue to evolve over time.

The proposed policy update should consider:

- Codifying the expectation that the Pride Flag be raised annually during the month of June at County multi-use facilities and County parks where flag poles are present and operational.
- Encouraging County departments with flag poles under their direct control to similarly participate in Pride Month recognition through ceremonial display of the Pride Flag.
- Establishing administrative guidance regarding duration of display, appropriate flag placement and etiquette consistent with protocols outlined in the existing Flag Policy, including guidance related to departmental coordination responsibilities.
- Providing operational flexibility regarding the specific Pride Flag design utilized, recognizing that Pride symbols continue to evolve while maintaining the intent of LGBTQ+ community recognition and inclusion.
- Clarifying that ceremonial display of the Pride Flag is intended to recognize and affirm LGBTQ+ community members, employees, families, and visitors within Monterey County.

- Returning to the Board with any recommended policy language and associated operational considerations necessary for implementation.

Suggested policy language for consideration could include a new subsection under Section II (Policy), substantially similar to the following:

> "The County of Monterey recognizes Pride Month during the month of June. During Pride Month, the Pride Flag shall be ceremonially displayed at County multi-use facilities and County parks where operational flag poles are present, in accordance with applicable federal and state flag protocols and any administrative guidance established by the County. County departments with flag poles under their direct control are encouraged to participate in this annual recognition."

Classification - Implication	**Mode of Response**
☐ Ministerial / Minor ☐ **Land Use Policy** **X Social Policy** ☐ **Budget Policy** **X Other: Facilities Use Policy**	☐ Memo ☐ **Board Report** ☐ **Presentation** **Requested Response Timeline** ☐ 2 weeks ☐ 1 month ☐ 6 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): PWFP	Referral Lead: Randy Ishii	Board Date: 05/19/26

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

Department(s):	Referral Lead:	Date:

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

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

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

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

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

County of Monterey
Board Policy Manual

Policy Name	Policy Number	Page
Flag Policy	G-146	1 of 3
Policy Category Government and Administration		

I. Purpose

a. To guide departments in properly and respectfully displaying the flag of the United States and other flags.

II. Policy

a. It is the policy of the County of Monterey to display the flag of the United States prominently where it may be viewed by all attendees at official County meetings, hearings, or events (Gov't Code, § 430). At a minimum, the flag of the United States shall be displayed in the Board of Supervisors Chambers at the Government Center at 168 West Alisal Street, Salinas, California. The flag of the State of California and of the County of Monterey may also be displayed in the Board of Supervisors Chambers.

b. When displaying the flag of the United States indoors, the flag should be displayed to the left side of the stage from the audience's point of view. If other flags are also displayed, the flag of the United States shall always be placed in the position of honor, either by placing it to the far left of the stage from the audience's point of view or placing it in the center of a group of flags such that the flag of the United States is higher than any other non-national flag (See generally 4 U.S.C. § 7).

c. Both the flag of the United States and the flag of the State of California shall be prominently displayed during business hours upon or in front of major buildings and facilities owned, leased, or regularly used by the County (Gov't Code, § 431, subd. (a)).

d. The flag of the United States shall be displayed at half-staff on the following occasions:

i. By order of the President, usually upon the death of principal figures of the United States government, the governor of a state, or other officials or foreign dignitaries, or to commemorate other days of observance, such as:

September 11th	Patriot Day (half-staff all day) (36 U.S.C. § 144)
December 7th	Pearl Harbor Remembrance Day (half-staff all day) (36 U.S.C. § 129)

ii. On the following dates pursuant to law without any order:

May 15th	Peace Officers Memorial Day (half-staff all day, unless Armed Forces Day) (36 U.S.C. § 175)
Last Monday in May	Memorial Day (half-staff until **noon**) (36 U.S.C. § 175)

On these occasions, the flag of the State of California shall be similarly displayed at half-staff.

e. The flag of the United States and the flag of the State of California shall be displayed at half-staff upon proclamation of the Governor to acknowledge the death of a present or former official of the state government or the death of a member of the armed services from California (4 U.S.C. § 7, subd. (m)).

f. County Flag. The County may adopt a flag in accordance with Government Code section 435. The County Flag should be flown or hung below or lower than the flag of the State of California.

g. The flag of the National League of Prisoner-of-War/Missing-in-Action Families (POW/MIA Flag) shall be flown by Proclamation of the Governor, typically the third Friday of September, also known as POW/MIA Recognition Day. The POW/MIA Flag shall be flown during business hours, at all County buildings or facilities where the United States Flag and the California State Flag fly, if the flag can be attached to existing flagpoles or other existing structures on which the United States Flag or California Flag fly (Mil. & Vet. Code, § 1831).

h. Flags other than the flags of the United States, the State of California, and the County of Monterey may be displayed when approved by the Board of Supervisors. If such approval is given by the Board of Supervisors, the Board shall specify where the other flag is to be displayed and for what period of time. Generally, locations should be places of prominence where the flags are least likely to be disturbed (flag poles or secured areas) and subject to appropriate etiquette. If a flag under this section is flown in Board Chambers, a resolution should be placed next to the flag to explain its presence.

i. The flag of the United States and the flag of the State of California shall be displayed at half-staff upon the discretion of the Chair of the Board of Supervisors, in consultation with the Administrative Office and Office of County Counsel, who may direct flags displayed at County facilities be flown at half-staff upon the death of an official or person of significant public import, the death of a County employee while on duty, or the death of citizens occurring in a disaster of significant proportion.

III. Procedure

None.

IV. Review Date

a. This Policy will be reviewed for continuance by August 13, 2029.

V. Board Action

a. Legistar File Number: RES 24-149; August 13, 2024

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

Resolution No.: 21-150

Calling for the Rainbow Flag to be flown every day in June of every year on the flagpole located at the County Government Center in Salinas in recognition of Lesbian, Gay, Bisexual, Transgender and Queer (LGBTQ+) Pride Month.

WHEREAS, on June 8, 2021, the Board of Supervisors adopted Resolution No. 21-150 declaring every June to be Lesbian, Gay, Bisexual, Transgender and Queer (LGBTQ+) Pride Month in Monterey County, a copy of which is attached hereto; and,

WHEREAS, while Resolution No. 21-150 acknowledged that the Rainbow Flag, a symbol of pride for the Lesbian, Gay, Bisexual, Transgender, and Queer community, and LGBTQ+ social movements, was flown for the first time at the County Government Center in recognition of LGBTQ+ Pride Month, it unfortunately did not call for the flag to be flown every day in June of every year in recognition of LGBTQ+ Pride Month; and,

WHEREAS, the Board of Supervisors desires to declare its intent that the Rainbow Flag be flown on the flagpole outside the County Government Center every day in June of every year in recognition of LGBTQ+ Pride Month;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Monterey that the Rainbow Flag is to be flown every day in June of every year on the flagpole located outside of the Monterey County Government Center, 168 W. Alisal Street, Salinas, California in recognition of LGBTQ+ Pride Month.

PASSED AND ADOPTED on this 1st 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 1, 2022.

Dated: June 7, 2022
File ID: RES 22-113
Agenda Item No.: 3

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

Julian Lorenzana, Deputy

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

Resolution No.:
Recognizing the Month of June 2025 as Lesbian, Gay, Bisexual, Transgender and Queer (LGBTQ+) Pride Month in Monterey County.

WHEREAS, In June of 1969, patrons and supporters of the Stonewall Inn in New York City staged an uprising to resist the police harassment and persecution to which lesbian, gay, bisexual, transgender and queer (LGBTQ+) Americans were commonly subjected, marking the beginning of a movement to outlaw discriminatory laws and practices against LGBTQ+ Americans; and

WHEREAS, In the four decades since the Stonewall Riots, civil rights for the LGBTQ+ community have grown substantially, and LGBTQ+ Pride Celebrations have taken place around the country every June; and

WHEREAS, Each day, more lesbian, gay, bisexual, transgender and queer people are elected to public offices across the country, serve in the United States Armed Forces, occupy the highest positions in business, participate in religious and spiritual communities, and serve as role models for all; and

WHEREAS, We celebrate the progress we have made in creating a community more inclusive and accepting of the LGBTQ+ community while recognizing that LGBTQ+ individuals continue to suffer discrimination, hostility and exclusion at almost every level of society, including in areas of housing, employment, healthcare, family law, immigration, religious, and marriage equality; and

WHEREAS, LGBTQ+ youth are four times more likely to attempt suicide than other youth, and LGBTQ+ youth raised in households that reject them are nearly nine times more likely to attempt suicide than those raised in accepting households, and while seven percent of youth identify as LGBTQ+, they make up forty percent of homeless youth; and

WHEREAS, To achieve a just and fair society, we must not only respect one another, but also appreciate our differences, recognize the common good in all of us, and celebrate diversity as one of our greatest strengths; and

WHEREAS, Monterey County LGBTQ+ Employee Resource Group was designed to foster diverse, equitable and inclusive work environment that supports open and constructive conversations to enhance all employees' experience within the County of Monterey; and

WHEREAS, Monterey County LGBTQ+ Employee Resource Group provides a safe place to speak about LGBTQ+ issues in the workplace, provide opportunities for advancement to LGBTQ+ employees, allies and other county employees by creating workshops and other training opportunities; and

WHEREAS, Monterey County LGBTQ+ Employee Resource Group aims to establish programs and activities aligned with the mission of the Monterey County Civil Rights Office; and

WHEREAS, All people deserve to live with dignity and respect, free from fear and violence, and protected against discrimination, regardless of their gender identity or sexual orientation and we understand the unique challenges faced by sexual and gender minorities, especially transgender and gender non-conforming individuals and are taking steps to address them.

NOW, **THEREFORE BE IT RESOLVED**, that the County of Monterey Board of Supervisors, on behalf of the County and all residents thereof, that every June is proclaimed as Lesbian, Gay, Bisexual, Transgender and Queer (LGBTQ+) Pride Month in Monterey County and all residents are called upon to eliminate prejudice everywhere it exists, and to celebrate the great diversity of our County.

AND BE IT FURTHER RESOLVED, that the Rainbow Flag, a symbol of pride for the Lesbian, Gay, Bisexual, Transgender, Queer community, and LGBTQ+ social movements will be raised at all county facilities' flagpoles for the month of June 2025.

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: OBM 26-110

Item No.13

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

August 18, 2026

Introduced: 4/14/2026
Version: 1

Current Status: Agenda Ready
Matter Type: Other Board Matters

County Administrative Officer Comments

County of Monterey

Item No.14

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

Board Report

Legistar File Number: OBM 26-111

August 18, 2026

Introduced: 4/14/2026
Version: 1

Current Status: Agenda Ready
Matter Type: Other Board Matters

Board Comments

Introduced: 7/27/2026

Current Status: Natividad Medical Center - Consent

Version: 1

Matter Type: BoS Agreement

a. Authorize the Interim Chief Executive Officer for Natividad Medical Center (NMC) or a designee to execute renewal & amendment No. 3 to the agreement (A-14454) with Change Healthcare for software and maintenance services, extending the agreement an additional one-year period (July 1, 2026 through June 30, 2027) for a revised full agreement term of July 1, 2019 through June 30, 2027 and adding $604,424 for a revised total agreement amount not to exceed $5,996,245; and
b. Authorize the Interim Chief Executive Officer for Natividad Medical Center or a designee to execute up to three (3) future amendments that do not exceed 10% ($445,106) of the original agreement, do not significantly change the scope of services, and do not increase the total not to exceed amount over $6,441,351.

RECOMMENDATION:

It is recommended the Board of Supervisors:

a. Authorize the Interim Chief Executive Officer for Natividad Medical Center (NMC) or a designee to execute renewal & amendment No. 3 to the agreement (A-14454) with Change Healthcare for software and maintenance services, extending the agreement an additional one-year period (July 1, 2026 through June 30, 2027) for a revised full agreement term of July 1, 2019 through June 30, 2027 and adding $605,155 for a revised total agreement amount not to exceed $6,563,175; and
b. Authorize the Interim Chief Executive Officer for Natividad Medical Center or a designee to execute up to three (3) future amendments that do not exceed 10% ($445,106) of the original agreement, do not significantly change the scope of services, and do not increase the total not to exceed amount over $6,441,351.

SUMMARY:

Natividad has a long-standing partnership with Change Healthcare, established in 2007, to support critical imaging and clinical decision support systems, including PACS, CPACS, Conserus Workflow Intelligence (CWI), InterQual, PowerScribe, and Datatility Cloud Storage. These solutions are foundational to Radiology and Cardiology operations, enabling efficient image management, diagnostic reporting, quality assurance, and clinical decision-making across the organization.

Under the current agreement, Natividad will continue to use these core systems and associated integrations, including:

- PACS (Picture Archiving and Communication System): Supports enterprise imaging for radiology workflows, enabling efficient image storage, retrieval, and diagnostic interpretation.
- CPACS (Cardiology Picture Archiving and Communication System): Provides a centralized platform for storage, access, and management of cardiology imaging studies, including echocardiograms.
- InterQual: Clinical decision support tool used by Case Management to evaluate medical necessity and appropriateness of patient care, supporting regulatory compliance and optimal resource utilization.
- Nuance Integration: Interface between PowerScribe and MEDITECH, enabling radiologists to efficiently document, finalize, and update patient records in real time.
- Critical Results Module: Supports tracking and communication of critical findings to enhance patient safety, accountability, and compliance with accreditation requirements.

These systems collectively support ongoing clinical operations, workflow efficiency, and patient care delivery across the organization.

DISCUSSION

Change Healthcare systems remain foundational to Natividad's Radiology and Cardiology operations, supporting integrated imaging, reporting, and clinical workflows.

Continued use of these systems ensures stability in day-to-day operations and supports efficient workflows, as well as ongoing compliance with patient safety and regulatory requirements.

As the agreement concludes, this provides an opportunity to evaluate long-term strategy, including vendor performance, system integration, and future technology needs, while minimizing disruption to current operations.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel has reviewed and approved this and amendment No. 3 as to form, and the Auditor-Controller has reviewed and approved as to payment provisions. The renewal and amendment No. 3 has also been reviewed and approved by NMC's Finance Committee and by its Board of Trustees on July 10, 2026.

FINANCING:

The cost for this renewal and amendment No. 3 is $605,155 of which $605,155 is included in the FY 2026-27 Adopted Budget. Amounts for remaining years of the agreement will be included in those budgets as appropriate. There is no impact on the General Fund with this action.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS SECTION:

Continuation of Change Healthcare systems supports Natividad's ability to deliver efficient,

high-quality diagnostic and clinical services, directly advancing the County's goal of improving health outcomes for residents. Reliable imaging and clinical decision support tools strengthen care coordination, patient safety, and timely access to services. This investment helps maintain a strong healthcare infrastructure and supports the overall well-being of Monterey County communities.

__ Well-Being and Quality of Life
__ Sustainable Infrastructure for Present and Future
X Safe and Resilient Communities
__Diverse and Thriving Economy
__ Administrative

Prepared by: Raquel Mojica, IT Manager, 783-2812
Approved by: Nancy Buscher, Interim Chief Executive Officer, 783-2504

Attachment(s):
Board Report
Change Healthcare Renewal & Amendment No. 3
Change Healthcare Renewal & Amendment No. 2
Change Healthcare Amendment No. 1
Natividad Original Agreement

Attachments on file with the Clerk of the Board

Introduced: 7/27/2026

Current Status: Natividad Medical Center - Consent

Version: 1

Matter Type: BoS Agreement

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SUMMARY:

Natividad has a long-standing partnership with Change Healthcare, established in 2007, to support critical imaging and clinical decision support systems, including PACS, CPACS, Conserus Workflow Intelligence (CWI), InterQual, PowerScribe, and Datatility Cloud Storage. These solutions are foundational to Radiology and Cardiology operations, enabling efficient image management, diagnostic reporting, quality assurance, and clinical decision-making across the organization.

Under the current agreement, Natividad will continue to use these core systems and associated integrations, including:

- PACS (Picture Archiving and Communication System): Supports enterprise imaging for radiology workflows, enabling efficient image storage, retrieval, and diagnostic interpretation.
- CPACS (Cardiology Picture Archiving and Communication System): Provides a centralized platform for storage, access, and management of cardiology imaging studies, including echocardiograms.
- InterQual: Clinical decision support tool used by Case Management to evaluate medical necessity and appropriateness of patient care, supporting regulatory compliance and optimal resource utilization.
- Nuance Integration: Interface between PowerScribe and MEDITECH, enabling radiologists to efficiently document, finalize, and update patient records in real time.
- Critical Results Module: Supports tracking and communication of critical findings to enhance patient safety, accountability, and compliance with accreditation requirements.

These systems collectively support ongoing clinical operations, workflow efficiency, and patient care delivery across the organization.

DISCUSSION

Change Healthcare systems remain foundational to Natividad's Radiology and Cardiology operations, supporting integrated imaging, reporting, and clinical workflows.

Continued use of these systems ensures stability in day-to-day operations and supports efficient workflows, as well as ongoing compliance with patient safety and regulatory requirements.

As the agreement concludes, this provides an opportunity to evaluate long-term strategy, including vendor performance, system integration, and future technology needs, while minimizing disruption to current operations.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel has reviewed and approved this and amendment No. 3 as to form, and the Auditor-Controller has reviewed and approved as to payment provisions. The renewal and amendment No. 3 has also been reviewed and approved by NMC's Finance Committee and by its Board of Trustees on July 10, 2026.

FINANCING:

The cost for this renewal and amendment No. 3 is $605,155 of which $605,155 is included in the FY 2026-27 Adopted Budget. Amounts for remaining years of the agreement will be included in those budgets as appropriate. There is no impact on the General Fund with this action.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS SECTION:

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high-quality diagnostic and clinical services, directly advancing the County's goal of improving health outcomes for residents. Reliable imaging and clinical decision support tools strengthen care coordination, patient safety, and timely access to services. This investment helps maintain a strong healthcare infrastructure and supports the overall well-being of Monterey County communities.

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b. Authorize the Interim Chief Executive Officer for Natividad Medical Center (NMC) or a designee to execute up to five future add-on orders, service orders, or product replacement amendments which do not significantly alter the scope of work and do not exceed $75,000 per item.

RECOMMENDATION:

It is recommended the Board of Supervisors:

a. Authorize the Interim Chief Executive Officer for Natividad Medical Center (NMC) or a designee to execute renewal & amendment No. 3 to the agreement (A-14454) with Change Healthcare for software and maintenance services, extending the agreement an additional one-year period (July 1, 2026 through June 30, 2027) for a revised full agreement term of July 1, 2019 through June 30, 2027 and adding $605,155 for a revised total agreement amount not to exceed $6,563,175; and
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SUMMARY:

Natividad has a long-standing partnership with Change Healthcare, established in 2007, to support critical imaging and clinical decision support systems, including PACS, CPACS, Conserus Workflow Intelligence (CWI), InterQual, PowerScribe, and Datatility Cloud Storage. These solutions are foundational to Radiology and Cardiology operations, enabling efficient image management, diagnostic reporting, quality assurance, and clinical decision-making across the organization.

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DISCUSSION

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Continued use of these systems ensures stability in day-to-day operations and supports efficient workflows, as well as ongoing compliance with patient safety and regulatory requirements.

As the agreement concludes, this provides an opportunity to evaluate long-term strategy, including vendor performance, system integration, and future technology needs, while minimizing disruption to current operations.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel has reviewed and approved this and amendment No. 3 as to form, and the Auditor-Controller has reviewed and approved as to payment provisions. The renewal and amendment No. 3 has also been reviewed and approved by NMC's Finance Committee and by its Board of Trustees on July 10, 2026.

FINANCING:

The cost for this renewal and amendment No. 3 is $605,155 of which $605,155 is included in the FY 2026-27 Adopted Budget. Amounts for remaining years of the agreement will be included in those budgets as appropriate. There is no impact on the General Fund with this action.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS SECTION:

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coordination, patient safety, and timely access to services. This investment helps maintain a strong healthcare infrastructure and supports the overall well-being of Monterey County communities.

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Attachments on file with the Clerk of the Board

Docusign Envelope ID: 5B5B17C2-3116-8626-825F-C4D9AEFDF1C3

The County of Monterey, a political subdivision of the State of California,
on behalf of Natividad Medical Center,
an acute care teaching hospital owned and operated by the County
Customer No: 1080530
Amendment No: P202710084182
May 13, 2026

Contract Term Modification

This Renewal & Amendment No. 4 ("Amendment") to the contract(s) listed in the Amended Agreements table ("Agreement") is between Change Healthcare Technologies, LLC ("CHC") and The County of Monterey, a Political Subdivision of the State of California, on behalf of Natividad Medical Center ("Customer"). This Amendment is effective as of the latest date in the signature block ("Amendment Effective Date").

Amended Agreements

Contract No./Name:	Effective Date:
Master Relationship Agreement No. MA_201910027122 ("MRA")	July 1, 2019
IWS-282513 (Cardiology)	July 23, 2019
IWS-282514 (Radiology)	July 23, 2019
IWS-276734 (Datatility)	July 23, 2019
IWS-229036 (Workflow Intelligence)	July 23, 2019

Purpose

The parties want to (a) remove the limitations on the term length of the MRA which require an annual renewal and allow the term of the MRA to continue while Solution Orders are in effect, and (b) extend the term of the Products or Services under the Agreement.

The parties agree to the following terms.

Terms

1. Section 19 Terms under General Terms in the MRA is deleted in its entirety and replaced with the following:

   "19. **Term.** The term of the General Terms, Exhibits, and Solution Schedules to this MRA begins on the Effective Date and continues until terminated as provided in this MRA. The term of any Solution Order, including any Solution Riders or other attachments, under this MRA will be as set forth in the Solution Order. Upon execution of this MRA, all previously executed master agreements between Customer and CHC with regard to the Solution shall terminate."

2. The term of the Enterprise Imaging Products and Services listed in Exhibit 1 to this Amendment are renewed beginning on July 1, 2026 and ending on June 30, 2027 ("Renewal Term"). Following expiration of the Renewal Term, unless either party provides written notice of non-renewal at least 90 days prior to the expiration of the Renewal Term or then-current term, or Customer must terminate a Solution Order due to lack of funding pursuant to Section 20.1 (f) of the MRA, the term for the Enterprise Imaging Products and Services listed in Exhibit 1 will automatically renew for one-year periods.

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3. The annual fees and payment terms for the Products and Services being renewed are as set forth in Exhibit 1.

4. Customer is responsible for determining if there has been any impact on its previously-filed cost reports regarding the subject matter of this Amendment.

5. Capitalized terms not defined in this Amendment are defined in the Agreement. All terms in the Agreement not modified by this Amendment are still in force. This Amendment contains all the terms agreed upon by the parties regarding the subject matter of this Amendment and supersedes any other communications about the subject matter of this Amendment.

Change Healthcare Technologies, LLC	**The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center, an acute care teaching hospital owned and operated by the County**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Approved for Fiscal Provisions

DocuSigned by:
Patricia Ruiz
E79EF64E57454F6...

Auditor Controller Analyst I

7/21/2026 | 8:24 AM PDT

Approved to as form

Signed by:
Stacy Saetta
696D21D44C4341D...

Chief Deputy County Counsel. Reviewed as to form.

7/27/2026 | 6:30 AM PDT

Docusign Envelope ID: 5B5B17C2-3116-8626-825F-C4D9AEFDF1C3

Exhibit 1

Enterprise Imaging Renewed Products and Renewal Fees

July 1, 2026 to June 30, 2027

Payment Schedule:

Maintenance Services: The annual fee for July 1, 2026 to June 30, 2027 will be invoiced on the Amendment Effective Date. Subsequent annual recurring fees will be invoiced on July 1 of each year.

Datatility: Datatility fees will be invoiced and payable in accordance with the existing payment terms under the Agreement.

CHANGE HEALTHCARE RADIOLOGY SOLUTIONS™				
Contract Number	**Quote Number**	**Equipment Maintenance**	**Software Maintenance**	**Total Annual Recurring Fees**
IWS-282514	71716-1	$ -	$ 40,626.78	$ 40,626.78
IWS-282514	79811-1	$ 2,153.37	$ 33,732.93	$ 35,886.30
IWS-282514	79811-2	$ -	$ 1,504.27	$ 1,504.27
IWS-282514	79811-3	$ -	$ 5,852.60	$ 5,852.60
IWS-282514	D10NTV002-06	$ 745.38	$ 24,041.36	$ 24,786.74
IWS-282514	H10NTV005-01	$ -	$ 30,934.06	$ 30,934.06
IWS-282514	H10NTV006	$ 6,983.97	$ 134,408.73	$ 141,392.70
IWS-282514	H11NTV002-01	$ -	$ 36,891.56	$ 36,891.56
IWS-282514	H11NTV008	$ -	$ 2,520.44	$ 2,520.44
IWS-282514	H12NTV002-01	$ -	$ 4,837.70	$ 4,837.70
IWS-282514	H14NTV005-05	$ -	$ 5,927.33	$ 5,927.33
IWS-329596	90260-1	$ 2,751.02	$ -	$ 2,751.02
IWS-350406	94564-1	$ -	$ 7,031.73	$ 7,031.73
IWS-439498	95708-1	$ 308.97	$ -	$ 308.97
OPTY-599553	110971-1	$ 2,956.34	$ -	$ 2,956.34
* OPTY-858959	132728-1	$ 688.99	$ -	$ 688.99
	Total	**$ 16,588.04**	**$ 328,309.49**	**$ 344,897.53**

*OPTY-858959 Quote 132728-1 fees will be pro-rated from August 7, 2026 to June 30, 2027. Subsequent annual recurring fees will be $765.13 which will be invoiced in accordance with the Maintenance Services Payment Schedule above.

CHANGE HEALTHCARE CARDIOLOGY™				
Contract Number	Quote Number	Equipment Maintenance	Software Maintenance	Total Annual Recurring Fees
IWS-282513	78175-1	$ 2,117.47	$ -	$ 2,117.47
IWS-282513	78175-2	$ 546.80	$ -	$ 546.80
IWS-282513	C12CP1109-14	$ 206.12	$ 999.24	$ 1,205.36
IWS-282513	C12CS1109-14	$ -	$ 218.33	$ 218.33
IWS-282513	C14CS6265-01	$ -	$ 391.98	$ 391.98
OPTY-667903	114127-1	$ -	$ 459.20	$ 459.20
OPTY-667903	114127-2	$ -	$ 1,526.80	$ 1,526.80
OPTY-816886	122402-1	$ -	$ 519.61	$ 519.61
OPTY-816886	122402-2	$ -	$ 1,734.60	$ 1,734.60
OPTY-889573	135763-1	$ -	$ 216.00	$ 216.00
OPTY-889573	135763-2	$ -	$ 900.12	$ 900.12
P202110045950	CONVERSION	$ -	$ 125,983.48	$ 125,983.48
	Total	**$ 2,870.39**	**$ 132,949.36**	**$ 135,819.75**

CHANGE HEALTHCARE WORKFLOW INTELLIGENCE				
Contract Number	Quote Number	Managed Services	Software Maintenance	Total Annual Recurring Fees
IWS-229036	79661-1	$ 33,041.51	$ 7,268.78	$ 40,310.29
IWS-361696	94560-1	$ 11,973.16	$ -	$ 11,973.16
	Total	**$ 45,014.67**	**$ 7,268.78**	**$ 52,283.45**

DATATILITY				
Contract Number	Quote Number	Monthly Recurring Services Fee (Appliance Rental)	Hosted Storage Services Fee	Total Annual Fees
IWS-276734	80042-1	$ 2,766.40*		$ 33,196.80
IWS-276734	80042-1		*	*

***Per Hosted Storage Service Pricing of IWS-276734**

The Hosted Storage Service fee is based on the storage utilized per month.

SAP Part	Description	Price per GB	Price per TB
74053445	ITSolutions Hosted Storage Dotatility - Hydro Archive Storage Services TB/ Month	0.07	71.68

Licensing for 200TB of storage is included in the base monthly Hosted Storage Service Fee. Doto volume above 200TB will require additional licensing lees. billed monthly in 100TB tiers.

SAP Part	Description	Price per Additional 100 TB
74055591	ITSolutions Hosted Storage - Additional 100TB Cloud Storage license for Primary Cloud Controller Appliance - 60 month	660.80

Docusign Envelope ID: 5B5B17C2-3116-8626-825F-C4D9AEFDF1C3

Solutions and Pricing Exhibit
The County of Monterey, A Political Subdivision of the State of California, on behalf of Natividad Medical Center
Opportunity Number: OPTY-892926
Master Agreement: MA_201910027122 MRA_17438

FEES SUMMARY

Product Category	**Fees**
Products	$38,224.21
GRAND TOTALS:	$38,224.21

*Plus applicable taxes and any Fees listed on attached Services Exhibit.

The pricing in this Exhibit expires unless Change Healthcare receives this agreement signed by Customer on or before **10-25-2026**.

TERM ROLL UP PRODUCTS

Term	**Net $ Products**
Term 1	$38,224.21

PAYMENT SCHEDULE

Payment Schedule for Products Licenses Fees: Notwithstanding anything to the contrary in the Agreement, the annual payments for the Software, Clinical Content, and ASP Services, and the number of Covered Lives/Beds/Reviews/Claims/Transactions set forth herein are not subject to decrease.

Products:	**Annual Fees:** 100% of the fees for Term 1 are due on the Term 1 Start Date, and if applicable, pro-rated to the end of the current billing period. Subsequent annual Fees are due on each Term Start Date
Implementation, Education and Consulting Services:	Fees are due in accordance with the payment terms on the attached Services exhibit

Docusign Envelope ID: 5B5B17C2-3116-8626-825F-C4D9AEFDF1C3

FACILITIES

The County of Monterey, A Political Subdivision of the State of CA, on behalf of Natividad Med Ctr
1441 Constitution Boulevard, Salinas, CA, 93906, UNITED STATES

IRR Administrator: Raquel Mojica
Tel: (831) 755-4111
E-Mail: mojicarf@natividad.com

Software Admin Contact: Raquel Mojica
Tel: (831) 755-4111
E-Mail: mojicarf@natividad.com

Product Code(s)	Product Name	Solution Type	Size/Type
72026290	InterQual(R) Acute Adult Criteria	Clinical Content	123 Beds
72026291	InterQual(R) Acute Pediatric Criteria	Clinical Content	123 Beds
72031163	InterQual(R) Adult and Geriatric Psychiatry Criteria	Clinical Content	22 Beds
72031161	InterQual(R) Behavioral Health Services Criteria	Clinical Content	123 Beds
72026294	InterQual(R) Inpatient Rehabilitation Criteria	Clinical Content	10 Beds
72026301	InterQual(R) Retrospective Monitoring Criteria	Clinical Content	123 Beds
72035426	InterQual(R) View (Included)	Software-Term	123 Beds
72020947	InterQual(R) View (SQL)	Software-Term	123 Beds
72034984	InterQual Learning Basics	Subscription Services	123 Beds
72026320	# InterQual(R) Anonymous Review - Cloud	Subscription Services	123 Beds
72026317	InterQual(R) Interrater Reliability Standard Tests	Subscription Services	123 Beds
72034985	InterQual(R) Mobile	Subscription Services	123 Beds
72035433	AMA CPT Codes IQ	Third Party Solution	123 Beds

# Indicates a product being added to the license as set forth above.

Docusign Envelope ID: 5B5B17C2-3116-8626-825F-C4D9AEFDF1C3

ADMINISTRATION

Sold To:	**Bill To:**
The County of Monterey, A Political Subdivision of the State of California, on behalf of Natividad Medical Center	The County of Monterey, A Political Subdivision of the State of California, on behalf of Natividad Medical Center
1441 Constitution Blvd	1441 Constitution Blvd
Salinas, CA, 939063100, USA	Salinas, CA, 939063100, USA
	Attention: Raquel Mojica
	Telephone: (831) 755-4111
	E-mail: mojicarf@natividad.com
Ship To:	
See Facilities information	
Software Download Admin Contact:	
See Facilities information	
IRR Administrator:	
See Facilities information	

Docusign Envelope ID: 5B5B17C2-3116-8626-825F-C4D9AEFDF1C3

Account: The County of Monterey, A Political Subdivision of the State of California, on behalf of Natividad Medical Center
Customer Number: 50167076;1010301
Quote Number: Q-00263720
Date Generated: 4/28/26

Terminated Products/Services
The County of Monterey, A Political Subdivision of the State of California, on behalf of Natividad Medical Center
Opportunity Number: OPTY-892926
Master Agreement: MA_201910027122 MRA_17438

Contract No.	Facility Name	Product/Service Name	Product/ Service No.	End Date
Amnd_P202610080712	The County of Monterey, A Political Subdivision of the State of CA, on behalf of Natividad Med Ctr	InterQual(R) Review Manager (Non-Production)	72035427	06-30-2026
Amnd_P202610080712	The County of Monterey, A Political Subdivision of the State of CA, on behalf of Natividad Med Ctr	InterQual(R) Review Manager (SQL)	72026306	06-30-2026
Amnd_P202610080712	The County of Monterey, A Political Subdivision of the State of CA, on behalf of Natividad Med Ctr	Oracle JDBC8 Driver - IQ	72035437	06-30-2026
Amnd_P202610080712	The County of Monterey, A Political Subdivision of the State of CA, on behalf of Natividad Med Ctr	Orion - Symphonia HL7 Interface Enabler	72035438	06-30-2026
Amnd_P202610080712	The County of Monterey, A Political Subdivision of the State of CA, on behalf of Natividad Med Ctr	SAP Business Objects Crystal Reports-2008 Runtime	72035439	06-30-2026

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IMPLEMENTATION, EDUCATION, and CONSULTING SERVICES

InterQual® Services

SERVICES FOR THE COUNTY OF MONTEREY, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, ON BEHALF OF NATIVIDAD MEDICAL CENTER (SVCS_202710084080-M)

Table 1: InterQual Implementation Services

InterQual Services	Fee (Term 1)
InterQual Anonymous Review – Cloud Migration from Review Manager A single implementation instance of InterQual Anonymous Review-Cloud • InterQual Cloud remote setup support • Remote Project Management and/or Technical Support • Provide access to InterQual criteria via InterQual Anonymous Review – Cloud (excludes Single Sign On (SSO) functionality) Material 74054000	No Charge
Fixed Fee Total:	**$0.00**

Payment Terms - Services Fees

$0.00 *due on the earlier of the Term 1 Start Date or the Contract Effective Date.

* plus any applicable taxes

STATEMENT OF PROJECT SCOPE

Services will be delivered in accordance with the Change Healthcare Guide to Standard Implementation and Education Services ("Services Guide"), which is incorporated herein by reference solely to describe the operational and procedural aspects of the implementation and education services. To obtain the most current version of the Services Guide, please contact your CHC Sales Executive or Account Manager.

The Services Guide may be updated periodically by CHC; however, no such update shall: (i) materially reduce or adversely affect the scope, quality, or value of the Services to be delivered; or (ii) modify or override the terms of the Agreement, including but not limited to provisions relating to confidentiality, intellectual property, indemnification, liability, payment terms, or dispute resolution.

In the event of any conflict between the Services Guide and the Agreement, the terms of the Agreement shall prevail.

ASSUMPTIONS

Implementation Service Assumptions

1. Services will be delivered remotely.
2. If the Customer identifies a business or technical need outside the scope of the Services, the Change Control Process outlined in the Services Guide will apply. Related services will be billed at the rates specified in the Services Guide.
3. Change Healthcare will provide support with access to the InterQual Cloud Application.
4. Implementation Services must be utilized within eighteen (18) months of the Service Effective Date. Any unused services after this period, excluding delays directly caused by Change Healthcare, will be forfeited without refund or credit. These services will be considered fully earned and Change Healthcare will no longer be obligated to deliver them.

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OUT OF SCOPE

1. System integrations.
2. Single Sign On services.
3. Ability to perform interactive InterQual medical reviews and/or retrieve the results of a medical review.

DEFINITIONS

"Fixed Fee ("FF")" means that the Services will be delivered by Change Healthcare at a set price considering the project scope and the time and resources necessary to complete the Services.

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The County of Monterey, a political subdivision of the State of California,
on behalf of Natividad Medical Center,
an acute care teaching hospital owned and operated by the County
Customer No: 1080530
Amendment No: P202610080712
June 11, 2025

Contract Term Modification

This Renewal & Amendment No. 3 ("Amendment") to the contract(s) listed in the Amended Agreements table ("Agreement") is between Change Healthcare Technologies, LLC ("CHC") and The County of Monterey, A Political Subdivision of the State of California, on behalf of Natividad Medical Center ("Customer"). This Amendment is effective as of the latest date in the signature block ("Amendment Effective Date").

Amended Agreements

Contract No./Name:	Effective Date:
MA_201910027122 (MRA)	July 1, 2019
IWS-282513 (Cardiology)	July 23, 2019
IWS-282514 (Radiology)	June 27, 2019
IWS-276734 (Datatility)	June 27, 2019
IWS-229036 (Workflow Intelligence)	June 27, 2019

Purpose

The parties want to renew the Master Relationship Agreement MA_201910027122 and extend the term of the Products or Services under the Agreement.

The parties agree to the following terms.

Terms

1. The term in General Terms Section 19 of MA_201910027122 and the term of the Products and Services under the Agreement listed in Exhibit 1 and Exhibit 2 to this Amendment are renewed beginning on July 1, 2025 and ending on June 30, 2026 ("Renewal Term").

2. The annual fees and payment terms for the Products and Services being renewed are as set forth in Exhibit 1 and Exhibit 2.

3. Customer is responsible for determining if there has been any impact on its previously-filed cost reports regarding the subject matter of this Amendment.

4. Capitalized terms not defined in this Amendment are defined in the Agreement. All terms in the Agreement not modified by this Amendment are still in force. This Amendment contains all the terms agreed upon by the parties regarding the subject matter of this Amendment and supersedes any other communications about the subject matter of this Amendment.

Change Healthcare Technologies, LLC	**The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center, an acute care teaching hospital owned and operated by the County**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Diana Garrett 10/30/25 805-406-4046

Diana Garrett

Docusign Envelope ID: 38343DFB-0D2A-4F74-9F3A-79E4D4997570

Change Healthcare Technologies, LLC

By: _____

Name: _____

Title: _____

Date: _____

The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center, an acute care teaching hospital owned and operated by the County

By: DocuSigned by: Andrea J. Rosenberg, Assistant Administra
69FE3A7515BA4AD...

Name: Andrea J. Rosenberg, Assistant Administrator, Operati

Title: Assistant Administrator

Date: 7/23/2025 | 1:17 PM PDT

Approved as to form

Signed by: Stacy Saetta
696D21D44C4341D...

Chief Deputy Stacy Saetta

7/22/2025 | 1:41 PM PDT

Approved for Fiscal Provisions

DocuSigned by: Patricia Ruiz
E79EF64E57454F6...

Auditor Controller Analyst I Patricia Ruiz

7/23/2025 | 8:08 AM PDT

Docusign Envelope ID: 38343DFB-0D2A-4F74-9F3A-79E4D4997570

Exhibit 1

Enterprise Imaging Renewed Products and Renewal Fees

July 1, 2025 to June 30, 2026

Payment Schedule:

Maintenance Services: The annual fee for July 1, 2025 to June 30, 2026 will be invoiced on the Amendment Effective Date. Subsequent annual recurring fees will be invoiced on July 1 of each year.

Datatility: Datatility fees will be invoiced and payable in accordance with the existing payment terms under the Agreement.

Change Healthcare Radiology Solutions				
Contract Number	**Quote Number**	**Equipment Maintenance**	**Software Maintenance**	**Total Annual Recurring Fees**
IWS-282514	71716-1	$ -	$ 39,443.46	$ 39,443.46
IWS-282514	79811-1	$ 2,090.65	$ 32,750.36	$ 34,841.02
IWS-282514	79811-2	$ -	$ 1,460.48	$ 1,460.48
IWS-282514	79811-3	$ -	$ 5,682.14	$ 5,682.14
IWS-282514	D10NTV002-06	$ 723.63	$ 23,341.03	$ 24,064.65
IWS-282514	H10NTV005-01	$ -	$ 30,033.10	$ 30,033.10
IWS-282514	H10NTV006	$ 6,779.74	$ 130,493.76	$ 137,273.50
IWS-282514	H11NTV002-01	$ -	$ 35,817.09	$ 35,817.09
IWS-282514	H11NTV008	$ -	$ 2,446.99	$ 2,446.99
IWS-282514	H12NTV002-01	$ -	$ 4,696.77	$ 4,696.77
IWS-282514	H14NTV005-05	$ -	$ 5,754.70	$ 5,754.70
IWS-329596	90260-1	$ 2,670.78	$ -	$ 2,670.78
IWS-350406	94564-1	$ -	$ 6,826.89	$ 6,826.89
IWS-439498	95708-1	$ 299.82	$ -	$ 299.82
OPTY-599553	110971-1	$ 2,870.24	$ -	$ 2,870.24
OPTY-858959	132728-1	$ 765.13	$ -	$ 765.13
Total		**$ 16,199.99**	**$ 318,746.77**	**$ 334,946.76**

Change Healthcare Cardiology Solutions				
Contract Number	**Quote Number**	**Equipment Maintenance**	**Software Maintenance**	**Total Annual Recurring Fees**
IWS-282513	78175-1	$ 2,056.14	$ -	$ 2,056.14
IWS-282513	78175-2	$ 530.88	$ -	$ 530.88
IWS-282513	C12CP1109-14	$ 200.13	$ 970.21	$ 1,170.34
IWS-282513	C12CS1109-14	$ -	$ 211.96	$ 211.96
IWS-282513	C14CS6265-01	$ -	$ 380.52	$ 380.52
OPTY-667903	114127-1	$ -	$ 445.84	$ 445.84
OPTY-667903	114127-2	$ -	$ 1,482.38	$ 1,482.38
OPTY-816886	122402-1	$ -	$ 519.61	$ 519.61

Docusign Envelope ID: 38343DFB-0D2A-4F74-9F3A-79E4D4997570

OPTY-816886	122402-2	$ -	$ 1,734.60	$ 1,734.60
P202110045950	CONVERSION	$ -	$ 122,314.09	$ 122,314.09
Total		**$ 2,787.15**	**$ 128,059.21**	**$ 130,846.36**

Change Healthcare Workflow Intelligence				
Contract Number	**Quote Number**	**Managed Services**	**Software Maintenance**	**Total Annual Recurring Fees**
IWS-229036	79661-1	$ 32,079.13	$ 7,057.07	$ 39,136.20
IWS-361696	94560-1	$ 11,624.43	$ -	$ 11,624.43
Total		**$ 43,703.56**	**$ 7,057.07**	**$ 50,760.62**

Datatility				
Contract Number	**Quote Number**	**Monthly Recurring Services Fee (Appliance Rental)**	**Hosted Storage Services Fee**	**Total Annual Fees**
IWS-276734	80042-1	$ 2,766.40*		$ 33,196.80
IWS-276734	80042-1		*	*

***Per Hosted Storage Service Pricing of IWS-276734**

The Hosted Storage Service fee is based on the storage utilized per month.

SAP Part	Description	Price per GB	Price per TB
74053445	IT Solutions Hosted Storage Datatility - Hydra Archive Storage Services TB/ Month	0.07	71.68

Licensing for 200TB of storage is included in the base monthly Hosted Storage Service Fee. Data volume above 200TB will require additional licensing fees, billed monthly in 100TB tiers.

SAP Part	Description	Price per Additional 100 TB
74055591	IT Solutions Hosted Storage - Additional 100TB Cloud Storage License for Primary Cloud Controller Appliance - 60 month	660.80

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Exhibit 2

InterQual Renewed Products and Renewal Fees

(See the following pages)

Docusign Envelope ID: 38343DFB-0D2A-4F74-9F3A-79E4D4997570

Solutions and Pricing Exhibit
The County of Monterey, A Political Subdivision of the State of California, on behalf of Natividad Medical Center
Opportunity Number: OPTY-885854
Master Agreement: MA_201910027122 MRA_17438

FEES SUMMARY

Product Category	Fees
Products	$37,245.68
GRAND TOTALS:	$37,245.68

*Plus applicable taxes and any Fees listed on attached Services Exhibit.

The pricing in this Exhibit expires unless Change Healthcare receives this agreement signed by Customer on or before **10-28-2025**.

TERM ROLL UP PRODUCTS

Term Start Date	Term End Date	Term	Net $ Products
07-01-2025	06-30-2026	Term 1	$37,245.68

PAYMENT SCHEDULE

Payment Schedule for Products Licenses Fees: Notwithstanding anything to the contrary in the Agreement, the annual payments for the Software, Clinical Content, and ASP Services, and the number of Covered Lives/Beds/Reviews/Claims/Transactions set forth herein are not subject to decrease.

Products:	**Annual Fees:** 100% of the fees for Term 1 are due on the Term 1 Start Date, and if applicable, pro-rated to the end of the current billing period. Subsequent annual Fees are due on each Term Start Date.
Implementation, Education and Consulting Services:	Fees are due in accordance with the payment terms on the attached Services exhibit

Docusign Envelope ID: 38343DFB-0D2A-4F74-9F3A-79E4D4997570

FACILITIES

The County of Monterey, A Political Subdivision of the State of CA, on behalf of Natividad Med Ctr
1441 Constitution Boulevard, Salinas, CA, 93906, UNITED STATES

IRR Administrator: Raquel Mojica
Tel: (831) 755-4111
E-Mail: mojicarf@natividad.com

Software Admin Contact: Raquel Mojica
Tel: (831) 755-4111
E-Mail: mojicarf@natividad.com

Product Code(s)	Product Name	Solution Type	Size/Type	Start Date	End Date
72026290	InterQual(R) Acute Adult Criteria	Clinical Content	123 Beds	07-01-2025	06-30-2026
72026291	InterQual(R) Acute Pediatric Criteria	Clinical Content	123 Beds	07-01-2025	06-30-2026
72031163	InterQual(R) Adult and Geriatric Psychiatry Criteria	Clinical Content	22 Beds	07-01-2025	06-30-2026
72031161	InterQual(R) Behavioral Health Services Criteria	Clinical Content	123 Beds	07-01-2025	06-30-2026
72026294	InterQual(R) Inpatient Rehabilitation Criteria	Clinical Content	10 Beds	07-01-2025	06-30-2026
72026301	InterQual(R) Retrospective Monitoring Criteria	Clinical Content	123 Beds	07-01-2025	06-30-2026
72035427	InterQual(R) Review Manager (Non-Production)	Software-Term	123 Beds	07-01-2025	06-30-2026
72026306	InterQual(R) Review Manager (SQL)	Software-Term	123 Beds	07-01-2025	06-30-2026
72035426	InterQual(R) View (Included)	Software-Term	123 Beds	07-01-2025	06-30-2026
72020947	InterQual(R) View (SQL)	Software-Term	123 Beds	07-01-2025	06-30-2026
72034984	InterQual Learning Basics	Subscription Services	123 Beds	07-01-2025	06-30-2026
72026317	InterQual(R) Interrater Reliability Standard Tests	Subscription Services	123 Beds	07-01-2025	06-30-2026
72034985	InterQual(R) Mobile	Subscription Services	123 Beds	07-01-2025	06-30-2026
72035433	AMA CPT Codes IQ	Third Party Solution	123 Beds	07-01-2025	06-30-2026
72035437	Oracle JDBC8 Driver - IQ	Third Party Solution	123 Beds	07-01-2025	06-30-2026
72035438	Orion - Symphonia HL7 Interface Enabler	Third Party Solution	123 Beds	07-01-2025	06-30-2026
72035439	SAP Business Objects Crystal Reports-2008 Runtime	Third Party Solution	123 Beds	07-01-2025	06-30-2026

# Indicates a product being added to the license as set forth above.

Docusign Envelope ID: 38343DFB-0D2A-4F74-9F3A-79E4D4997570

ADMINISTRATION

Sold To:	**Bill To:**
The County of Monterey, A Political Subdivision of the State of California, on behalf of Natividad Medical Center	The County of Monterey, A Political Subdivision of the State of California, on behalf of Natividad Medical Center
1441 Constitution Blvd	1441 Constitution Blvd
Salinas, CA, 939063100, USA	Salinas, CA, 939063100, USA
	Attention: Raquel Mojica
	Telephone: (831) 755-4111
	E-mail: mojicarf@natividad.com
Ship To:	
See Facilities information	
Software Download Admin Contact:	
See Facilities information	
IRR Administrator:	
See Facilities information	

Docusign Envelope ID: 229B73A5-04B8-4FB0-9A69-ECA2809B77DD

The County of Monterey, a political subdivision of the State of California,
on behalf of Natividad Medical Center,
an acute care teaching hospital owned and operated by the County.
Customer No: 1080530
Amendment No: P202510078780
April 17, 2025

Contract Term Modification

This Renewal & Amendment No. 2 ("Amendment") to the contract(s) listed in the Amended Agreements table ("Agreement") is between Change Healthcare Technologies, LLC ("CHC") and The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center ("Customer"). This Amendment is effective as of the latest date in the signature block ("Amendment Effective Date").

Amended Agreements

Contract No.:	Effective Date:
MA_201910027122 (MRA)	July 1, 2019
IWS-282513 (Cardiology)	July 23, 2019
IWS-282514 (Radiology)	June 27, 2019
IWS-276734 (Datatility)	June 27, 2019
IWS-229036 (Workflow Intelligence)	June 27, 2019

Purpose

The parties want to renew the Master Relationship Agreement MA_201910027122 and extend the term of the Products or Services under the Agreement.

The parties agree to the following terms.

Terms

1. The term in General Terms Section 19 of MA_201910027122 and the term of the Products and Services under the Agreement listed in Exhibit 1 and Exhibit 2 of this Amendment are renewed beginning on July 1, 2024 and ending on June 30, 2025 ("Renewal Term").

2. The annual fees and payment terms for the Products and Services being renewed are as set forth in Exhibit 1 and Exhibit 2.

3. Customer is responsible for determining if there has been any impact on its previously-filed cost reports regarding the subject matter of this Amendment.

4. Capitalized terms not defined in this Amendment are defined in the Agreement. All terms in the Agreement not modified by this Amendment are still in force. This Amendment contains all the terms agreed upon by the parties regarding the subject matter of this Amendment and supersedes any other communications about the subject matter of this Amendment.

The County of Monterey, a political subdivision of the State of California,
on behalf of Natividad Medical Center,
an acute care teaching hospital owned and operated by the County.
Customer No: 1080530
Amendment No: P202510078780
April 17, 2025

Change Healthcare Technologies, LLC

By: Ken Ho

Name: Ken Ho

Title: Manager, Sales Operations

Date: 4/24/2025

Approved as
to form

Signed by:
Stacy Saetta
696D21D44C4341D...

4/22/2025 | 7:22 AM PDT

The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center, an acute care teaching hospital owned and operated by the County

By: DocuSigned by:
Charles Harris
4E1F837D204E481...

Name: Charles Harris

Title: CEO

Date: 4/24/2025 | 10:11 AM PDT

Approved for
Fiscal
Provisions

DocuSigned by:
Patricia Ruiz
E79EF64E57454F6...

4/22/2025 | 8:29 AM PDT

Docusign Envelope ID: 229B73A5-04B8-4FB0-9A69-ECA2809B77DD

The County of Monterey, a political subdivision of the State of California,
on behalf of Natividad Medical Center,
an acute care teaching hospital owned and operated by the County.
Customer No: 1080530
Amendment No: P202510078780
April 17, 2025

Exhibit 1

Enterprise Imaging Renewed Products and Renewal Fees

July 1, 2024 to June 30, 2025

Payment Schedule:

Maintenance Services: The annual fee for July 1, 2024 to June 30, 2025 will be invoiced on the Amendment Effective Date. Subsequent annual recurring fees will be invoiced on July 1 of each year.

Datatility: Datatility fees will be invoiced and payable in accordance with the existing payment terms under the Agreement.

Change Healthcare Radiology Solutions				
Contract Number	**Quote Number**	**Equipment Maintenance**	**Software Maintenance**	**Total Annual Recurring Fees**
IWS-282514	71716-1	$ -	$ 38,294.63	$ 38,294.63
IWS-282514	79811-1	$ 2,029.76	$ 31,796.47	$ 33,826.23
IWS-282514	79811-2	$ -	$ 1,417.96	$ 1,417.96
IWS-282514	79811-3	$ -	$ 5,516.64	$ 5,516.64
IWS-282514	D10NTV002-06	$ 702.62	$ 22,661.07	$ 23,363.70
IWS-282514	H10NTV005-01	$ -	$ 29,158.37	$ 29,158.37
IWS-282514	H10NTV006	$ 6,582.13	$ 126,692.98	$ 133,275.11
IWS-282514	H11NTV002-01	$ -	$ 34,773.92	$ 34,773.92
IWS-282514	H11NTV008	$ -	$ 2,375.70	$ 2,375.70
IWS-282514	H12NTV002-01	$ -	$ 4,559.91	$ 4,559.91
IWS-282514	H14NTV005-05	$ -	$ 5,587.04	$ 5,587.04
IWS-329596	90260-1	$ 2,592.99	$ -	$ 2,592.99
IWS-350406	94564-1	$ -	$ 6,628.05	$ 6,628.05
IWS-439498	95708-1	$ 291.09	$ -	$ 291.09
OPTY-599553	110971-1	$ 2,786.64	$ -	$ 2,786.64
Total		**$ 14,985.24**	**$ 309,462.74**	**$ 324,447.97**

Change Healthcare Cardiology Solutions				
Contract Number	**Quote Number**	**Equipment Maintenance**	**Software Maintenance**	**Total Annual Recurring Fees**
IWS-282513	78175-1	$ 1,996.25	$ -	$ 1,996.25
IWS-282513	78175-2	$ 515.42	$ -	$ 515.42
IWS-282513	C12CP1109-14	$ 194.30	$ 941.96	$ 1,136.25
IWS-282513	C12CS1109-14	$ -	$ 205.73	$ 205.73
IWS-282513	C14CS6265-01	$ -	$ 369.45	$ 369.45
OPTY-667903	114127-1	$ -	$ 432.85	$ 432.85
OPTY-667903	114127-2	$ -	$ 1,439.20	$ 1,439.20
OPTY-816886	122402-1	$ -	$ 504.48	$ 504.48
OPTY-816886	122402-2	$ -	$ 1,684.08	$ 1,684.08
P202110045950	CONVERSION	$ -	$ 118,751.54	$ 118,751.54

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Total		**$ 2,705.97**	**$ 124,329.29**	**$ 127,035.25**

Change Healthcare Workflow Intelligence				
Contract Number	**Quote Number**	**Managed Services**	**Software Maintenance**	**Total Annual Recurring Fees**
IWS-229036	79661-1	$ 31,144.79	$ 6,851.52	$ 37,996.31
IWS-361696	94560-1	$ 11,285.85	$ -	$ 11,285.85
Total		**$ 42,430.64**	**$ 6,851.52**	**$ 49,282.16**

Datatility				
Contract Number	**Quote Number**	**Monthly Recuring Services Fee (Appliance Rental)**	**Hosted Storage Services Fee**	**Total Annual Fees**
IWS-276734	80042-1	$ 2,766.40*		$ 33,196.80*
IWS-276734	80042-1		*	*

***Per Hosted Storage Service Pricing of IWS-276734**

The Hosted Storage Service fee is based on the storage utilized per month.

SAP Part	Description	Price per GB	Price per TB
74053445	IT Solutions Hosted Storage Datatility - Hydra Archive Storage Services TB/ Month	0.07	71.68

Licensing for 200TB of storage is included in the base monthly Hosted Storage Service Fee. Data volume above 200TB will require additional licensing fees, billed monthly in 100TB tiers.

SAP Part	Description	Price per Additional 100 TB
74055591	IT Solutions Hosted Storage - Additional 100TB Cloud Storage License for Primary Cloud Controller Appliance - 60 month	660.80

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Exhibit 2

Interqual Renewed Products and Renewal Fees

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Solutions and Pricing Exhibit
The County of Monterey, A Political Subdivision of the State of California, on behalf of Natividad Medical Center
Opportunity Number: OPTY-858054
Master Agreement: MRA_17438

FEES SUMMARY

Product Category	Fees
Products	$37,245.68
GRAND TOTALS:	$37,245.68

*Plus applicable taxes and any Fees listed on attached Services Exhibit.

The pricing in this Exhibit expires unless Change Healthcare receives this agreement signed by Customer on or before 01-31-2025.

TERM ROLL UP PRODUCTS

Term Start Date	Term End Date	Term	Net $ Products
07-01-2024	06-30-2025	Term 1	$37,245.68

PAYMENT SCHEDULE

Payment Schedule for Products Licenses Fees: Notwithstanding anything to the contrary in the Agreement, the annual payments for the Software, Clinical Content, and ASP Services, and the number of Covered Lives/Beds/Reviews/Claims/Transactions set forth herein are not subject to decrease.

Products:	**Annual Fees:** 100% of the fees for Term 1 are due on the Term 1 Start Date, and if applicable, pro-rated to the end of the current billing period. Subsequent annual Fees are due on each Term Start Date.
Implementation, Education and Consulting Services:	Fees are due in accordance with the payment terms on the attached Services exhibit

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FACILITIES

The County of Monterey, A Political Subdivision of the State of CA, on behalf of Natividad Med Ctr
1441 Constitution Boulevard, Salinas, CA, 93906, UNITED STATES

IRR Administrator: Shabana Ford
Tel: (831) 772-7497
E-Mail: fordsk@natividad.com

Software Admin Contact: Shabana Ford
Tel: (831) 772-7497
E-Mail: fordsk@natividad.com

Product Code(s)	Product Name	Solution Type	Size/Type	Start Date	End Date
72026290	InterQual(R) Acute Adult Criteria	Clinical Content	123 Beds	07-01-2024	06-30-2025
72026291	InterQual(R) Acute Pediatric Criteria	Clinical Content	123 Beds	07-01-2024	06-30-2025
72031163	InterQual(R) Adult and Geriatric Psychiatry Criteria	Clinical Content	22 Beds	07-01-2024	06-30-2025
72031161	InterQual(R) Behavioral Health Services Criteria	Clinical Content	123 Beds	07-01-2024	06-30-2025
72026294	InterQual(R) Inpatient Rehabilitation Criteria	Clinical Content	10 Beds	07-01-2024	06-30-2025
72026301	InterQual(R) Retrospective Monitoring Criteria	Clinical Content	123 Beds	07-01-2024	06-30-2025
72035427	InterQual(R) Review Manager (Non-Production)	Software-Term	123 Beds	07-01-2024	06-30-2025
72026306	InterQual(R) Review Manager (SQL)	Software-Term	123 Beds	07-01-2024	06-30-2025
72035426	InterQual(R) View (Included)	Software-Term	123 Beds	07-01-2024	06-30-2025
72020947	InterQual(R) View (SQL)	Software-Term	123 Beds	07-01-2024	06-30-2025
72034984	InterQual Learning Basics	Subscription Services	123 Beds	07-01-2024	06-30-2025
72026317	InterQual(R) Interrater Reliability Standard Tests	Subscription Services	123 Beds	07-01-2024	06-30-2025
72034985	InterQual(R) Mobile	Subscription Services	123 Beds	07-01-2024	06-30-2025
72035433	AMA CPT Codes IQ	Third Party Solution	123 Beds	07-01-2024	06-30-2025
72035437	Oracle JDBC8 Driver - IQ	Third Party Solution	123 Beds	07-01-2024	06-30-2025
72035438	Orion - Symphonia HL7 Interface Enabler	Third Party Solution	123 Beds	07-01-2024	06-30-2025
72035439	SAP Business Objects Crystal Reports-2008 Runtime	Third Party Solution	123 Beds	07-01-2024	06-30-2025

# Indicates a product being added to the license as set forth above.

Docusign Envelope ID: 229B73A5-04B8-4FB0-9A69-ECA2809B77DD

ADMINISTRATION

Sold To:	**Bill To:**
The County of Monterey, A Political Subdivision of the State of California, on behalf of Natividad Medical Center	The County of Monterey, A Political Subdivision of the State of California, on behalf of Natividad Medical Center
1441 Constitution Blvd	1441 Constitution Blvd
Salinas, CA, 939063100, USA	Salinas, CA, 939063100, USA
	Attention: Shabana Ford
	Telephone: (831) 772-7497
	E-mail: fordsk@natividad.com
Ship To:	
See Facilities information	
Software Download Admin Contact:	
See Facilities information	
IRR Administrator:	
See Facilities information	

Monterey County
Board of Supervisors

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

Board Order

Agreement No. A-14454
A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Chris Lopez to:

a. Authorize the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute an agreement with Change Healthcare Technologies, LLC for software and maintenance services at NMC for a total amount not to exceed $4,451,055 with an agreement term retroactive to July 1, 2019 through June 30, 2024.

b. Authorize the Deputy Purchasing Agent 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%) ($445,106) of the original cost of the agreement.

c. Approve the NMC Chief Executive Officer's recommendation to accept non-standard indemnification, insurance, limitations on liability, and limitations on damages provisions within the agreement.

PASSED AND ADOPTED on this 23rd day of July 2019, by the following vote, to wit:

AYES: Supervisors Alejo, Phillips, Lopez, Parker 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 July 23, 2019.

Dated: July 23, 2019
File ID: A 19-299

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

Joel G. Pablo, Deputy

CHANGE HEALTHCARE

The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center, an acute care teaching hospital owned and operated by the County
Customer No.: 1080530
Contract No.: MA_201910027122
February 20, 2019

Master Relationship Agreement

This Master Relationship Agreement ("MRA") is between Change Healthcare Technologies, LLC ("CHC") and the customer identified below ("Customer"). This MRA is effective as of July 1, 2019 ("Effective Date"), and consists of the attached General Terms, and all Exhibits, Solution Schedules, Solution Orders, and Solution Riders which are incorporated by reference. The parties agree to be bound by the terms and conditions of this MRA, which governs all Products and Services supplied by CHC to Customer under a Solution Order to this MRA.

Change Healthcare Technologies, LLC

By: AARON GREEN

Name: Aaron Green

Title: GM Radiology

Date: 27-June-19

The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center, an acute care teaching hospital owned and operated by the County

By: _____

Name: Gary Grey

Title: OED

Date: 7/3/19

CHC Notice Address:

5995 Windward Parkway
Alpharetta, GA 30005
Attn: General Counsel

Customer Notice Address:

1441 Constitution Blvd
Salinas, CA 93906
Attn: Contracts Division

AB
Approved
Dep Coco
7-15-19

Reviewed as to fiscal provisions
Auditor-Controller
County of Monterey 7-15-19

General Terms

1. **Definitions**. Capitalized terms used in this MRA have the meaning given to them in these General Terms, Exhibits, and Solution Schedules.

2. **Provision of Products and Services**. CHC will provide Products and Services to Customer as described in the Exhibits, Solution Schedules, and Solution Orders.

3. **Use of Products and Services**. Customer will, and will cause Permitted Users to, use all Products and Services in accordance with this MRA and related Documentation, and in compliance with all applicable laws. Customer is responsible for use of the Products and Services by its Permitted Users.

4. **Use of Documentation**. Customer may use and copy the Documentation as reasonably necessary to exercise its rights under this MRA, including a reasonable number of copies for training, testing, backup, and archival purposes. Customer will duplicate all applicable trademark, copyright, or other proprietary notices on each copy of the Documentation.

5. **Customer Responsibilities**. Customer will:

   (a) Reasonably cooperate with CHC and provide CHC access to all appropriate Facilities, systems, and supporting documentation (all such items shall be deemed Customer Materials hereunder) requested, as reasonably necessary for CHC to perform its obligations under this MRA, subject to compliance with Customer's standard administrative and security requirements and policies provided to CHC, except to the extent the requirements and policies would require CHC to modify its Products; or conflict with any Documentation, CHC obligations under this MRA or CHC employment policies. Access to Customer facilities shall be restricted to normal Customer business hours. Access to Customer facilities outside normal business hours must be approved in advance by Customer's program manager, which approval will not be unreasonably withheld. CHC shall have no tenancy, license or any other property rights or interest in Customer facilities. While at any Customer facility, CHC's personnel, contractors, and Subcontractors shall (1) comply with Customer's requests, rules, policies, and regulations regarding personal and professional conduct (including without limitation, the wearing of an identification badge and adhering to regulations and general safety practices or procedures), except to the extent that these requests, rules, policies and regulations conflict with CHC employment policies; and (2) otherwise conduct themselves in a professional and businesslike manner;

   (b) secure all Third-Party authorizations necessary from those Third Parties under Customer's reasonable control for CHC to deliver the Products and Services in compliance with all applicable laws, and maintain all records necessary to validate

the authorizations Customer provides to CHC. For the avoidance of doubt, CHC is responsible for all consents and permissions from any Third Party providing a Third Party Solution;

(c) Supply CHC, in the format specified in the Documentation, with all data necessary for CHC to deliver the Products and Services, and maintain all records necessary to validate the data Customer provides to CHC;

(d) use commercially reasonable security measures to secure systems owned, hosted, or operated by Customer to prevent unauthorized access to the Products and Services, and promptly notify CHC of any known performance problems or security vulnerabilities related to the Products and Services;

(e) obtain CHC's prior written consent before using any interface or integration not developed by CHC to the Products or Services, except for such interfaces or integrations provided or authorized by CHC, and follow all reasonable specification guidelines provided by CHC;

(f) acquire, operate, and maintain all software, systems, equipment, and services identified in the applicable Documentation as necessary to operate the Products and Services, and when applicable and required by this MRA or the Documentation, provide first-level support, education, and training to Permitted Users for the Products and Services; and

(g) comply with all applicable Control Laws affecting the Regulated Materials.

In the event Customer provides any hardware, software, data, databases, office space, security access, or other materials, technologies, or services to CHC ("Customer Materials"), Customer grants CHC a non-exclusive, non-transferable, terminable at-will license to use these materials for the sole purpose of performance of the Services contemplated by this MRA for Customer's benefit. Customer may terminate the foregoing license at any time, without cause, on written notice to CHC. In the event Customer's termination of the license impacts CHC's performance hereunder, CHC shall not be liable for any resulting failure to perform. Unless specifically authorized otherwise in the applicable Solution Schedule or Solution Order, CHC shall use the Customer Materials only in the form provided by Customer, without modification. Nothing contained herein shall be construed as granting CHC any other right, title, or interest in or to any of the Customer Materials. All Customer Materials shall be deemed Confidential Information of Customer.

6. **Third-Party Solutions**. CHC may provide Third-Party Solutions to Customer together with, or incorporated into, the CHC Solution. Customer is authorized to use these Third-Party Solutions solely with the related CHC Solution. Customer's use of Third-Party Solutions is subject to the terms of this MRA and any applicable terms ("Third-Party Terms"), which

Customer may access using the following confidential login information:

User ID: contractprovisions@changehealthcare.com
Password (case sensitive): Portal!Access.

If any Third-Party Terms conflict with this MRA or an applicable Solution Order, then the conflicting Third Party Terms control only with respect to the Third Party Solution to which they apply. Upon sixty (60) days' notice to Customer, CHC may substitute any Third-Party Solution licensed to Customer with different Products or Services containing similar features and functionality. If a Third Party raises its fees for a Third-Party Solution, CHC may increase its fees to Customer by the same amount on the next invoice under the applicable Solution Order.

7. **Payment**.

7.1 **Invoicing and Payment**. CHC will issue invoices to Customer in accordance with the payment terms of the Solution Order and Customer will pay all undisputed fees and other charges in U.S. dollars within 30 days of invoice date. The invoice shall set forth the itemized amounts identified on the Solution Order, and such other information pertinent to the invoice. Customer shall certify the invoice, either in the requested amount or in such other amount as Customer approves in conformity with this MRA, 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.

7.2 **Expenses**. Customer will reimburse CHC for:

(a) reasonable and pre-approved in writing out-of-pocket expenses incurred while providing Services, including travel and living expenses. Travel and living expense reimbursements shall be in accordance with the County of Monterey Travel and Business Expense Reimbursement Policy, which CHC may access at http://www.co.monterey.ca.us/auditor/pdfs/County_Travel_Business_Expense_Policy_12-5-12.pdf.

7.3 **Taxes**. CHC's pricing does not include sales, use, value-added, withholding, or other taxes and duties. CHC will invoice Customer for applicable taxes and duties, excluding taxes based on CHC's real property, personal property, income, personnel, or similar taxes not directly based on Customer's use or consumption of the Products and Services, unless Customer provides CHC satisfactory evidence of an applicable tax exemption (including evidence of renewal if applicable). Customer will promptly pay, and indemnify CHC against, all taxes and duties (except for taxes on CHC's net income).

7.4 **Price Increases**. After the first three (3) years following the effective date of a Solution Order, CHC may increase its fees for Products and Services yearly by up to three percent in any twelve month period following 60 days' notice to Customer. Price increases are effective as of the next applicable billing period.

7.5 **Suspension.** CHC may stop providing any Service if Customer fails to pay any Overdue Amount within 60 days after CHC gives written notice of any Overdue Amount that is more than 30 days past due.

7.6 **Monitoring and Auditing**. If CHC believes Customer's use of a Product or Service violates the license grant or usage terms in a Solution Order or applicable Solution Schedule, then CHC may request reasonable supporting documentation following ten business days' notice to Customer. If Customer's use of any Product or Service exceeds the usage limitations in a Solution Order, then as CHC's sole and exclusive remedy and Customer's sole and exclusive liability, CHC may invoice for the excess use based on the fees in effect for that Product or Service under the applicable Solution Order. This section 7.4 shall not be construed as granting CHC any right to access Customer facilities or its systems. All information is provided for off-site review.

7.6 **Acquisitions**. If Customer exceeds the usage limitations set forth in a Solution Order for a Product or Service because it acquires another entity, then Customer will pay CHC additional fees for the excess use based on the rates established in the applicable Solution Order. If Customer acquires an entity that is subject to an existing agreement with CHC for Products or Services, then the acquired entity will remain subject to that CHC agreement until the parties terminate it or it expires unless otherwise mutually agreed to by the parties.

8. **Confidentiality**.

8.1 **Use and Disclosure of Confidential Information**. Each party will protect and safeguard the other party's Confidential Information with policies and procedures with respect to the access, use, disclosure, and storage of Confidential Information that are: (a) at least equal to industry standards taking into consideration the sensitivity of the relevant Confidential Information, and the nature and scope of the Product and Services to be provided, (b) comply with all applicable federal and state laws, statutes, and regulations, and (c) provide reasonably appropriate administrative, technical, and physical safeguards to protect against accidental or unlawful destruction, loss, alteration or unauthorized disclosure, access or use of Confidential Information.. Except as expressly permitted by this MRA, neither party will:

(a) disclose the other party's Confidential Information except (i) to its employees or contractors who have a need to know and are bound by confidentiality terms

at least as restrictive as those contained in this section 8, or (ii) to the extent required by law, after giving prompt notice of the required disclosure to the other party; nor

(b) use the other party's Confidential Information for any purpose other than (i) to perform its obligations or exercise its rights under this MRA, (ii) in the case of Customer as the receiving party, Customer's evaluation of CHC Solutions or (iii) in the case of CHC as the receiving party, CHC's development of new and existing products and services (provided that CHC shall make no use of Protected Health Information of Customer in such efforts).

After this MRA or a Solution Order is terminated, each party will, upon written request, return or securely destroy the other party's Confidential Information and promptly will certify in writing to the other party that it has done so. Notwithstanding the foregoing, neither party shall be required to remove copies of the other party's Confidential Information from its backup media and servers, where doing so would be commercially impracticable. In addition, the foregoing destruction and return obligation shall be subject to any retention obligations imposed on a party by law or regulation.

8.2 **Period of Confidentiality**. Each party will comply with this section 8 during the term of this MRA and for three years after it terminates. With respect to Confidential Information that constitutes a trade secret under the laws of any jurisdiction, each party shall continue to comply with this section 8 until the Confidential Information loses its trade secret protection other than due to an act or omission of the receiving party. Further, for so long as Customer data is subject to protection as Protected Health Information under HIPAA, CHC shall hold the data in confidence subject to the provisions of this Agreement.

8.3 **Equitable Relief**. An actual or threatened breach of this section 8 may cause immediate irreparable harm without adequate remedy at law. If a party breaches or threatens to breach this section 8, then the either party may seek equitable relief to prevent the other party from beginning or continuing the breach. The party seeking relief is not required to post a bond or other security or prove the inadequacy of other available remedies. This section 8 does not limit any other remedy available to either party.

8.4 **Security.** Without limiting the generality of this Section 8 (Confidentiality), CHC will take all reasonable measures to secure and defend its location and equipment against "hackers" and others who may seek, without authorization, to modify or access CHC systems or the information found therein without the consent of Customer. CHC will periodically test its systems for potential areas where security could be breached. CHC represents and warrants that at all times during the term

of the MRA it will comply, at its sole expense, with all applicable state and federal data privacy and data security, laws, rules, and regulations, as well as with standard industry practices. On written request from Customer, and not more than once per calendar year, CHC will provide reasonable documentation substantiating CHC's compliance with such laws, rules, regulations and practices. CHC will immediately notify Customer of any actual breach of Customer's protected health information (PHI). Disclosures of PHI will be addressed as set forth in the BAA.

9. **Business Associate Agreement**. The use and disclosure of Protected Health Information (as defined by the Health Insurance Portability and Accountability Act) in connection with this MRA, will be governed by a business associate agreement between the parties (the "BAA"). In the event of a conflict between the terms of this MRA and the terms and conditions set forth in the BAA between the parties, the term that is stricter on CHC, i.e. provides the greater level of protection to Customer, shall govern.

10. **Intellectual Property**.

7.7 **Retained Rights**. CHC reserves all rights not expressly granted to Customer in this MRA, including all right, title, and interest to all work developed for or delivered to Customer under this MRA. CHC solely owns all changes, modifications, improvements, or new modules to the Products or Services, whether made or developed by Customer, at Customer's request, or in cooperation with Customer. All feedback, statements, suggestions, or ideas given by Customer to CHC ("Feedback") will be owned by CHC and may be used to develop new and existing products and services by CHC. CHC acknowledges and agrees that Customer makes no representations or warranties regarding Feedback. Feedback is provided by Customer as-is, without warranties of any kind, and any Feedback used by CHC will be used at CHC's sole risk and liability.

10.2 **Use of Customer Intellectual Property**. During the term of the applicable Solution Order, Customer grants CHC a license to use and display Customer's copyrights, trademarks, and service marks, solely to the extent necessary for CHC to perform its obligations under this MRA.

11. **Professional Services Warranty**. CHC warrants that it will perform all Professional Services in a professional manner consistent with industry standards by trained and skilled resources.

12. **Warranty Disclaimer.** CHC GRANTS THE LIMITED WARRANTIES SPECIFIED IN THIS MRA (INCLUDING ANY WARRANTIES SET FORTH IN ANY SOLUTION SCHEDULE) IN LIEU OF ALL OTHER EXPRESS AND IMPLIED REPRESENTATIONS, WARRANTIES, AND CONDITIONS. CHC EXPRESSLY EXCLUDES FROM THIS MRA THE IMPLIED WARRANTY OF MERCHANTABILITY, IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES OF NON-

INFRINGEMENT, AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. CHC DOES NOT WARRANT THAT THE PRODUCTS OR SERVICES WILL YIELD ANY PARTICULAR BUSINESS OR FINANCIAL RESULT OR MEET CUSTOMER'S REQUIREMENTS. CHC DOES NOT WARRANT THAT THE PRODUCTS OR SERVICES WILL PERFORM, OR BE PERFORMED, WITHOUT ERROR OR INTERRUPTION. CHC IS NOT RESPONSIBLE FOR INTERNET OUTAGES OR OTHER FAULTS IN INTERNET SERVICES.

13. **Exclusive Remedy.** CUSTOMER'S ONLY REMEDY FOR CHC'S BREACH OF ANY PRODUCT OR SERVICE WARRANTY (INCLUDING ANY WARRANTIES SET FORTH IN ANY SOLUTION SCHEDULE) WILL BE THE REPAIR, REPLACEMENT, OR RE-PERFORMANCE BY CHC OF THE NONCONFORMING PRODUCT OR SERVICE. CHC SHALL PROVIDE THE FOREGOING REMEDY WITHIN THIRTY (30) DAYS OF NOTICE OF THE BREACH (OR SUCH OTHER TIME AS THE PARTIES MAY MUTUALLY AGREE UPON IN WRITING) IF CHC FAILS TO DELIVER THIS REMEDY, THEN CUSTOMER MAY PURSUE ANY OTHER REMEDY PERMITTED UNDER THIS MRA.

14. **Customer Input Errors**. CHC IS NOT RESPONSIBLE FOR THE ACCURACY OR QUALITY OF ANY UNMODIFIED MESSAGES, INFORMATION, OR DATA AS PROVIDED BY CUSTOMER OR ANY PERMITTED USERS OR OTHER USERS OF THE PRODUCTS OR SERVICES; EXCEPT TO THE EXTENT ANY SUCH DATA IS CORRUPTED BY THE SOLUTIONS. CHC IS NOT RESPONSIBLE FOR ANY ERRORS IN THE PRODUCTS OR SERVICES CAUSED BY INACCURATE MESSAGES, INFORMATION, OR DATA AS PROVIDED BY CUSTOMER OR PERMITTED USERS OR OTHER USERS.

15. **Professional Responsibility; Duty to Defend**. CHC's Products and Services are tools for information management and diagnostic purposes only and must be used by trained individuals. The Products and Services do not have the ability to administer health benefits, diagnose disease, prescribe treatment, render care or payment decisions, or perform any task that constitutes the practice of medicine. Customer will ensure that only properly trained individuals use the Products and Services provided by CHC. Customer will defend CHC against any claim, demand, action, or other proceeding brought by a third party to the extent that it results from Customer's medical care or payment decisions and will pay costs and damages finally awarded against CHC as a result of the claim, provided that, CHC must give Customer prompt written notice of such claim and allow Customer to solely control, and fully cooperate with CHC in, the defense and all related negotiations.

16. **Indemnity Claims**.

16.1 CHC agrees to indemnify, defend and hold harmless Customer and its governing board, directors, officers, agents and employees with respect to any claim, liability, loss injury or damage, expense (including reasonable attorney's fees), fines or damages , in any way arising out or in connection with (i) any personal injury or damage to real or tangible personal property caused by CHC or its personnel while on Customer's

premises but not as a result of the performance of a Product or Service; (ii) any Infringement Claim; or (iii) the gross negligent acts or omissions or willful misconduct of CHC or its personnel (each of clause (i) through (iii) an "Indemnity Claim").

16.2 **Customer Requirements**. CHC's obligations under this section 16 are conditioned on the following:

(a) Customer will promptly notify CHC of the Infringement Claim. If Customer fails to provide CHC with timely notice and CHC has been prejudiced due to Customer's delay, then CHC will be relieved of its obligations under this section 16;

(b) Customer will provide CHC with all reasonably requested cooperation, information and assistance at CHC's sole expense; and

(c) Customer will provide CHC with sole authority to defend and settle the Infringement Claim, consistent with its duties under this section 16 and subject to Customer's rights under section 16.3.

16.3 **Customer Consent**. CHC may not enter into any settlement of an Indemnity Claim that would create a financial obligation on Customer or constitute an admission of liability by Customer without Customer's prior written consent.

16.4 **Exclusions**. CHC is not liable under this section 16 to the extent an Infringement Claim is based on:

(a) modifications to the CHC Solution that were not performed, consented to, or approved by CHC or its permitted subcontractors;

(b) use of custom interfaces, file conversions or other programming for which CHC does not develop the specifications or instructions;

(c) use of a CHC Solution in combination with products or services not provided or specified by CHC (except for any Third Party Solutions), if use of the CHC Solution alone would not result in liability under this section 16;

(d) use of a CHC Solution in a manner not authorized by this MRA, a Solution Order, or the Documentation;

(e) use of any version other than the two most current releases of a CHC Solution; or

(f) any version of a CHC Solution that CHC has notified Customer to discontinue use, if infringement would have otherwise been avoided; provided that if CHC requires Customer to discontinue use of the then current version of the CHC Solution and fails to simultaneously provide a replacement version for

Customer's use, CHC shall immediately furnish Customer with one of the remedies in Section 14.1.

16.5 **Infringement Remedies**. If Customer tenders any Infringement Claim to CHC for defense and indemnity under this section 16, then, in addition to its other obligations under this section 16, CHC shall, at its option and at its sole discretion, either:

(a) obtain for Customer the right to continue using the CHC Solution;

(b) replace or modify the CHC Solution with an alternative solution of substantially equivalent functionality and features; or

(c) if neither (a) nor (b) can be provided by CHC within ninety (90) days' (or such other period as mutually agreed upon by the parties in writing) of notice of the claim (and such period is not extended by Customer in writing), either party may terminate Customer's rights and CHC's obligations under this MRA related to the CHC Solution. In the event of such a termination, CHC shall promptly refund to Customer with a pro rata share of the license fees paid for the infringing CHC Solution, plus any professional services fees paid for implementation of the Solution. The refund will be calculated on a five-year straight-line basis beginning on the effective date of the applicable Solution Order.

(d) Any costs associated with implementing either of the above alternatives in (a) or (b) shall be absorbed by CHC.

16.6 **Exclusive Remedy**. THIS SECTION 16 CONTAINS CHC'S ONLY OBLIGATIONS, AND CUSTOMER'S ONLY REMEDIES, WITH RESPECT TO ANY INFRINGEMENT CLAIM.

17. **Limitation of Liability**.

17.1 **TOTAL DAMAGES**. EXCEPT FOR THE PARTIES' RESPECTIVE INDEMNITY OBLIGATIONS UNDER THIS MRA, FOR INFINGEMENT OF THE OTHER PARTY'S INTELLECTUAL PROPERTY, FOR EITHER PARTY'S BREACH OF SECTION 8 (CONFIDENTIALITY) OR CHC'S OBLIGATIONS UNDER SECTION 15.3, EACH PARTY'S TOTAL CUMULATIVE LIABILITY UNDER THIS MRA TO THE OTHER PARTY, FOR BREACH OF CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY, OR OTHERWISE, IS LIMITED TO:

17.1.1 WITH RESPECT TO ANY PRODUCT LICENSED ON A NON-TERM BASIS, THE TOTAL FEES PAID (LESS ANY REFUNDS, CREDITS, AND PASS THROUGH FEES) BY CUSTOMER TO CHC UNDER THE APPLICABLE SOLUTION ORDER FOR THE PRODUCT GIVING RISE TO THE CLAIM; OR

17.1.2 WITH RESPECT TO ANY OTHER PRODUCT OR SERVICE, THE TOTAL FEES PAID (LESS ANY REFUNDS, CREDITS, AND PASS THROUGH FEES) BY CUSTOMER TO CHC UNDER THE APPLICABLE SOLUTION ORDER FOR THE PRODUCT OR SERVICE GIVING RISE TO THE CLAIM DURING THE TWELVE-MONTH PERIOD PRECEDING THE DATE OF THE CLAIM.

17.2 **Exclusion of Damages**. EXCEPT FOR THE PARTIES' RESPECTIVE INDEMNITY OBLIGATIONS UNDER THIS MRA, FOR INFINGEMENT OF THE OTHER PARTY'S INTELLECTUAL PROPERTY, FOR EITHER PARTY'S BREACH OF SECTION 8 (CONFIDENTIALITY), NEITHER PARTY IS LIABLE TO THE OTHER PARTY UNDER THIS MRA FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, OR LOST PROFITS, LOST REVENUE, OR LOSS OF REPUTATION OR GOODWILL, WHETHER BASED ON BREACH OF CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY, OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE DAMAGE.

17.3 **Cost Reimbursement**. In the event of a Breach (as defined in the BAA) to the extent caused by Change Healthcare or its employees or subcontractors and the Privacy Rule and Security Rule require notice to Individuals pursuant to 45 C.F.R. §§ 64.404 and 164.406, Change Healthcare agrees to reimburse Customer for the reasonable and substantiated costs related to the following: providing notifications to affected individuals, the media, or the Secretary, providing credit monitoring services to the affected individuals, if appropriate, for up to one (1) year, any fines and penalties assessed against Customer directly attributable to a Breach by Change Healthcare or its employees or subcontractors, investigation costs, and mitigation efforts required under the Privacy Rule or Security Rule. This Section 17.3 is not subject to the limitations set forth in Section 17.1 above.

17.4 **Material Consideration**. THE LIMITATION OF LIABILITY DESCRIBED IN THIS SECTION 17 IS A MATERIAL CONDITION FOR EACH PARTY'S ENTRY INTO THIS MRA.

18 Insurance.

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

This verification of coverage shall be sent to Customer's Contracts/Purchasing Department, unless otherwise directed. CHC shall not receive a "Notice to Proceed" with the work under this MRA until it has obtained all insurance required and Customer

has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of CHC.

18.2 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 Customer's Contracts/Purchasing Director.

18.3 Insurance Coverage Requirements: Without limiting CHC's duty to indemnify, CHC shall maintain in effect throughout the term of this MRA 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 $5,000,000 per occurrence. This requirement may be met using a combination of primary and excess policies.

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

Workers' Compensation Insurance, If CHC employs others in the performance of this MRA, 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 $2,000,000 per claim and $5,000,000 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, CHC shall, upon the expiration or earlier termination of this MRA, 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 MRA.

Technology Errors and Omissions Liability coverage, with limits of $5,000,000 which occurrence and each loss. The policy shall at a minimum cover professional misconduct or lack of requisite skill required for the performance of services defined in the MRA and shall also provide coverage for the following risks:

(a) Network security liability arising from the unauthorized access to, use of, or tempering with computers or computer systems, including hacker attacks; and

(b) Liability arising from the introduction of any form of malicious software including computer viruses into, or otherwise causing damage to Customer's or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

Cyber Liability. Consultant should carry and maintain cyber liability insurance with limits of not less than $10,000,000 per claim covering claims involving privacy violations, record holder breach notification costs, privacy breach remediation costs, privacy regulatory actions, fines and penalties, theft of confidential or protected information, damage to or destruction of electronic information, restoration or retrieval or electronic information, intentional and/or unintentional release of private or confidential information, alteration of electronic information, ransomware, extortion and network security. Such insurance must affirmatively state that the coverage it provides is primary and non-contributory to any other valid and collective insurance.

18.4 Other Requirements: All insurance required by this MRA shall be executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this MRA, 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 CHC completes its performance of services under this MRA.

CHC shall provide Customer notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. If CHC utilizes subcontractors or other supplementary providers in executing the services or goods pursuant to this MRA, such subcontractors shall be bound by all Insurance provisions of this MRA, otherwise applicable to Service Provider. Service Provider shall maintain applicable subcontractors' certificates of insurance evidencing the requirements herein. Should the subcontractors' insurance not apply for any reason, Supplier's insurance becomes primary.

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 CHC'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 CHC's insurance.

Prior to the execution of this MRA by Customer, CHC shall file certificates of insurance with Customer's Contracts/Purchasing Department, showing that CHC has in effect the insurance required by this MRA. CHC 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 MRA, which shall continue in full force and effect.

CHC shall at all times during the term of this MRA maintain in force the insurance coverage required under this MRA and shall send, without demand by Customer, annual certificates to Customer's Contracts/Purchasing Department. If the certificate is not received by the expiration date, Customer shall notify CHC and CHC shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CHC to maintain such insurance is a default of this MRA, which entitles Customer, at its sole discretion, to terminate the MRA immediately.

19 Term. The term of the General Terms, Exhibits, and Solution Schedules, including any Solution Riders or other attachments, to this MRA begins on July 1, 2019 and continues until June 30, 2024 (the "Initial Term"). Following the Initial Term, the parties may mutually agree in writing to renew the Agreement for additional one (1)-year Renewal Terms. The Initial Term and any Renewal Terms are referred to herein collectively as the "Term." Upon execution of this MRA, all previously executed master agreements between Customer and CHC with regard to the Solution shall terminate.

20 Termination.

20.1 **Termination of Solution Order.** Either party may terminate a Solution Order to this MRA upon notice if:

(a) the other party materially breaches this MRA relative to the Solution Order and fails to cure the breach within 30 days after receiving notice of the breach;

(b) the other party infringes the terminating party's Intellectual Property rights and does not cure, or begin reasonable efforts to cure, the breach within ten business days after receiving notice of the breach;

(c) the other party materially breaches this MRA relative to the Solution Order in a way that cannot be cured; or

(d) the other party begins dissolution proceedings or ceases to operate in the ordinary course of business.

(e) .

(f) Customer's payments to CHC under Solution Orders entered into under this MRA 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 Customer's purchase of the indicated Products or Services, then Customer may give written notice of this fact to CHC, and the obligations of the parties under the impacted Solution Order (s) 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 the impacted Solution Orders.

20.2 **Effect of Termination**. If either party terminates a Solution Order, then the parties' rights and obligations under another Solution Order are not affected. All other Solution Orders will remain effective unless they are terminated in accordance with this MRA.

20.3 **Termination of MRA**. Either party may terminate this MRA upon notice to the other party if:

(a) the other party materially breaches this MRA relative to the Solution Order and fails to cure, or begin reasonable efforts to cure, the breach within 30 days after receiving notice of the breach;

(b) the other party infringes the terminating party's Intellectual Property rights and does not cure, or begin reasonable efforts to cure, the breach within ten business days after receiving notice of the breach;

(c) the other party materially breaches this MRA relative to the Solution Order in a way that cannot be cured; or

(d) the other party begins dissolution proceedings or ceases to operate in the ordinary course of business.

(e) Customer may cancel and terminate this MRA for good cause effective immediately upon written notice to CHC. "Good cause" includes the failure of CHC to perform the required services at the time and in the manner provided under this MRA. If Customer terminates this MRA for good cause, Customer may be relieved of the payment of any consideration to CHC, and Customer may proceed with the work in any manner, which Customer deems proper. The cost to Customer shall be deducted from any sum due CHC under this MRA.

(f) Customer's payments to CHC under this MRA 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 Customer's purchase of the indicated quantity of services, then Customer may give written notice of this fact to CHC, and the obligations of the parties under this MRA 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 MRA.

20.4 **Obligations upon Termination or Expiration**. Subject to the terms and conditions set forth in this Section 20.4 (Obligations upon Termination or Expiration), upon termination or expiration of this MRA or a Solution Order, Customer will promptly:

(a) stop using all affected Products and Services,

(b) permanently remove all affected Products from all computer systems and other electronic storage devices, and

(c) certify in writing to CHC that Customer has complied with this section 20.4.

21 Books and Records. For any Services provided under this MRA that are subject to 42 U.S.C. Section 1395x(v)(1)(I), the parties and any of their subcontractors (as defined or interpreted by the applicable regulatory agency) will provide the Secretary of the U.S. Department of Health and Human Services, the Comptroller General, and their duly authorized representatives access to this MRA and any books, documents, and records needed to verify the Services until four years after the Services are provided.

22 Discount Reporting. This MRA, and any discounts provided under this MRA, are intended to comply with the discount safe harbor of the federal Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b). To the extent required by the discount safe harbor of the Anti-Kickback Statute or other similar applicable state laws and regulations, Customer and its affiliates must fully and accurately reflect in cost reports or other submissions to federal healthcare programs all discounts provided under this MRA and, upon request by the Secretary of the U.S. Department of Health and Human Services or a state agency, make available information provided to Customer by CHC about the discount.

23 Excluded Provider. Each party warrants that neither it nor any of its employees or Subcontractors assigned to perform material services under this MRA have been convicted of a criminal offense related to health care or been listed as debarred, excluded, or otherwise ineligible for participation in a Federal health care program. Each party will notify the other if it becomes aware that it or any of its employees or Subcontractors assigned to perform material services under this MRA have been excluded or are otherwise ineligible to participate in a Federal health care program.

24 CHC Affiliates. CHC Affiliates may enter into Solution Orders under this MRA and the terms of the MRA will apply to the CHC Affiliate as if they were CHC with respect to those Solution Orders. Each CHC Affiliate may enforce this MRA to the same extent as CHC, but CHC Affiliates may not amend these General Terms.

25 **Assignment**. Customer may not assign this MRA without the prior written consent of CHC, which will not be unreasonably withheld. Any attempted assignment by Customer without CHC's written consent will be void. Upon notice to Customer, CHC may assign this MRA to any entity receiving all or substantially all of CHC's assets or capital stock or in any other corporate reorganization. Any assignment under this section 25 is binding upon, and for the benefit of, the assignee.

26 **Subcontracts**. CHC may subcontract its obligations under this MRA. CHC is responsible for the actions of its Subcontractors. Notwithstanding any such subcontract, CHC shall continue to be responsible to Customer for (a) the performance of all Services, including Services performed or provided by CHC's Subcontractors, and (b) the acts and omissions of CHC's subcontractors in connection with the performance or provision of any of the Services.

27 **Notices**. All notices required by this MRA must be in writing and sent to the address in the signature block of this MRA or any other address designated by notice. Electronic mail is not written notice under this MRA.

28 **Publicity**. The parties may publicly announce the existence of this MRA and the general nature of their relationship; provided that any such announcement is subject to the mutual agreement of the parties. Neither party may disclose financial terms or specific activities performed under this MRA without written consent of the other party.

29 **Governing Law; Attorney's Fees**. This MRA is governed by the laws of California, without application of any law that would lead to the application of the laws of any other state. The Uniform Commercial Code will not apply to this MRA. The federal and state courts in Monterey County, California have exclusive venue for all actions related to this MRA. The parties consent to personal jurisdiction in those courts and waive all claims to a more convenient forum. The parties must commence any action relating to this MRA, other than collection of outstanding payments, within one year of the date upon which the cause of action accrued. The prevailing party in any litigation shall be entitled to recover its reasonable attorney's fees and costs.

30 **Severability**. If any court having jurisdiction finds part of a provision of this MRA unenforceable, then the remainder of that provision and all other provisions of this MRA will be unaffected.

31 **Waiver**. A party's failure to exercise a right under this MRA is not a waiver of that or any other right.

32 **Force Majeure**. A party's failure to perform caused by a Force Majeure Event will not create liability or be considered a material breach of this MRA for the duration of the Force Majeure Event, even if the Force Majeure Event was foreseeable.

33 **Relationship of Parties**. Each party is an independent contractor of the other party. Neither party can bind the other party or create any right or obligation for the other party.

34 **Third-Party Beneficiaries**. Except as described in applicable Third-Party Terms, this MRA creates no rights or obligations for anyone other than CHC and Customer.

35 **Construction**. Any ambiguities in the terms of this MRA will not be presumptively construed for or against either party. Headings are for convenience only. As used in this MRA, "will" means "has a duty to," or "is required to," and "include" means "includes without limitation." A reference to "section" means the distinct and full-numbered paragraph (e.g. Section 8) of the clause referencing the section, including its subparts (e.g. Section 8.1, 8.1(a), 8.2 etc.). This MRA or any amendment to this MRA may be signed in multiple counterparts, each of which will be considered an original of the same agreement.

36 **Amendment**. This MRA may be modified only by a written amendment signed by authorized representatives of both parties.

37 **Order of Precedence**. If an inconsistency exists among the components of this MRA, the inconsistency will be resolved by giving priority in the following order:

(a) Solution Orders;

(b) Solution Schedules;

(c) General Terms and Exhibits;

(d) Documentation and other materials incorporated by reference.

38 **Survival of Provisions**. The following provisions will survive termination or expiration of this MRA: 8 (Confidentiality), 10 (Intellectual Property), 16 (Indemnity Claims), 17 (Limitation of Liability), 19.4 (Obligations upon Termination or Expiration), 20 (Books and Records), 21 (Discount Reporting), 26 (Notices), 28 (Governing Law), 30 (Waiver), 34(Construction), 36 (Order of Precedence), 37 (Survival of Provisions), 39 (Entire Agreement), and any other provision that specifically states it survives.

39 **Existing Agreements**. This MRA governs any Products or Services newly-acquired or renewed after the Effective Date. This MRA terminates all previous agreements relating to the Solution between CHC and Customer.

40 Entire Agreement. This MRA contains all the terms agreed upon by the parties and supersedes any other communications related to the subject matter of this MRA. No terms in Customer purchase orders are binding on the parties. In particular, except for Third Party Terms as attached to this MRA, no shrink-wrap, click-wrap, click-through, click-accept, online terms or website terms ("Additional Terms") provided with any Products or software hereunder shall be binding on Customer, even if use of such products and software requires an affirmative "acceptance" of those Additional Terms before access is permitted. Various terms and conditions are referenced herein through URLs or are otherwise provided to Customer through the Internet ("Linked Terms"). In the event of a conflict between any Linked Terms and the term expressly set forth in this MRA, the conflict will be addressed under Section 34 (Order of Precedence).

Exhibit A

Definitions

"CHC Affiliates" means any U.S. entities that are controlled by or under common control with CHC, that license or sell Products or Services to Customer during the term of this MRA or any Solution Order.

"CHC Solution" means any CHC-owned Product or CHC- owned Service provided to Customer under a Solution Order.

"Confidential Information" means non-public information of the disclosing party, whether related to currently licensed Products, Services, or other deliverables or business practices that is marked confidential or which the receiving party should reasonably know to be confidential. Confidential Information specifically includes information about future solution development, roadmaps, or new features and functionality, penetration test results, pricing, proposals, participation in customer focus groups, user feedback, financial, personnel, planning, technical, and marketing information, and the terms of this MRA (subject to open records laws and regulations). Confidential Information does not include: (a) information lawfully obtained or created by the receiving party independently from the disclosing party's Confidential Information without breach of any obligation of confidence, (b) information that enters the public domain without breach of any obligation of confidence, or (c) Protected Health Information as defined by the Health Insurance Portability and Accountability Act. The County of Monterey ("County") is a public agency subject to the disclosure requirements of the California Public Records Act (CPRA). If County receives a CPRA request for documents (as defined by the CPRA) and said request relates to the Confidential Information described in this MRA, County will notify CHC of the request and confer with CHC regarding an appropriate response to said request. If CHC contends that any documents are CHC's Confidential Information, not subject to the CPRA, and/or exempt from the CPRA, and CHC wishes to prevent disclosure of said documents, CHC shall instruct County to withhold said documents. If CHC fails to respond to County in writing prior to County's deadline for responding to the CPRA request, County may disclose the requested information under the CPRA without liability to CHC. CHC shall defend, indemnify and hold County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and reasonable attorney fees) that may result from denial of a CPRA request made at CHC's instruction.

"Control Laws" means all applicable governmental laws, orders, and other restrictions regarding the export, import, re-export, or use of information, goods, and technology outside of the U.S.

"Documentation" means user guides, operating manuals, training materials, terms of use, implementation guides, support guides, policies, procedures, and other materials that apply to or describe the Products and Services, which are incorporated by reference and may be reasonably modified from time to time by CHC, provided that no modification may materially degrade or diminish the functionality or features of the Products or Services as of the effective date of the applicable Solution Order.

"Exhibit" means an exhibit to this MRA.

"Facility" means an establishment that is (a) located in the U.S., (b) operated by Customer, or a CHC-approved Third Party, and (c) is identified in a Solution Order.

"Force Majeure Event" means any event beyond the reasonable control of a party that could not, by reasonable diligence, be avoided, including acts of God, acts of war, terrorism, riots, embargoes, acts of government, acts of civil or military authorities, denial of or delays in processing of export license applications, fire, floods, earthquakes, or strikes.

"General Terms" means the terms in the main body of this MRA.

"Implementation Services" means initial implementation, configuration, installation, education, training, and set-up services listed in a Solution Order to be performed by CHC and required for Customer to begin use of a Product or Service.

"Infringement Claim" means any claim, demand, action, or other proceeding brought against Customer by a Third Party that the use of any CHC Solution delivered under this MRA infringes any trademark, copyright, or U.S. patent, or misappropriates any trade secrets.

"Intellectual Property" means any inventions, technological innovations, discoveries, designs, formulas, know-how, processes, business methods, patents, trademarks, trade names, service marks, copyrights, trade secrets, concepts and ideas (whether or not patentable, copyrightable or constituting trade secrets), computer programs and software, creations, writings, illustrations, images, and all improvements to and copies and tangible embodiments of the above.

"Overdue Amounts" means any fees, charges, or expenses that are past due and not disputed in good faith.

"Permitted User" means any individual authorized by Customer to use the Products and Services, whether at a Facility or from a remote location, who is a (a) Customer employee, (b) medical professional authorized to perform services at a Facility, or (c) consultant or independent contractor who has a need to use the Products or Services based upon a contractual relationship with Customer and is not a CHC competitor. A consultant or independent contractor may be a "Permitted User" only if (i) Customer

remains responsible for use of the Products and Services by the individual, and (ii) the individual is subject to confidentiality and use restrictions at least as strict as those contained in this MRA.

"Products" means any software, equipment, content, or any other product that CHC provides to Customer under a Solution Order. CHC may provide Products through technological means, including artificial intelligence and machine learning.

"Professional Services" means any Implementation Services, consulting, programming, education, training, or other professional services that CHC provides to Customer under a Solution Order.

"Regulated Materials" means the portion of the Products, Services, and Documentation that are subject to Control Laws, including technical data and related information.

"Services" means any computing, processing, technology, subscription, hosting, software as a service, implementation, maintenance, professional, consulting, or any other service that CHC provides to Customer under a Solution Order. CHC may provide Services through technological means, including artificial intelligence and machine learning.

"Solution Order" means CHC's form addendum, including any Solution Riders, to this MRA, which will be used to process Customer's license or purchase of Products and Services.

"Solution Rider" means an attachment to a Solution Order that contains terms regarding the rights and obligations of the parties that uniquely apply to certain Products and Services being provided under the Solution Order.

"Solution Schedule" means each of the schedules attached to this MRA.

"Subcontractor" of a party means a Third Party who provides services at the direction of that Party.

"Third Party" means an individual or entity other than CHC or Customer.

"Third-Party Solution" means any Product or Service listed in a Solution Order that is provided by a Third Party.

Exhibit B

Solution Schedules

[see following pages]

Software Schedule

1. **License Grant**.

1.1. **Term License**. For any Software identified on a Solution Order as "term" or as a "term license", subject to Customer's compliance with the terms and conditions set forth in the MRA and this Solution Schedule, CHC grants to Customer a limited, revocable (in accordance with the terms of the MRA), non-exclusive, non-transferable (except as set forth in the MRA), non-sublicensable, license to perform, display, and use the Software and the associated Documentation for Customer's internal business purposes during the license term specified in the Solution Order.

1.2. **Non-Term License**. For any Software identified on a Solution Order as "non-term" or as a "non-term license," subject to Customer's compliance with the terms and conditions set forth in the MRA and this Solution Schedule, CHC grants to Customer a limited, revocable (in accordance with the terms of the MRA), non-exclusive, non-transferable (except as set forth in the MRA), non-sublicensable, license to perform, display, and use the Software and the associated Documentation for Customer's internal business purposes.

1.3. **Copies**. Customer may copy the Software only as reasonably necessary to exercise its license rights under this MRA, including a reasonable number of copies for testing, backup, and archival purposes. Customer will duplicate all applicable trademark, copyright, or other proprietary notices on each copy of the Software.

1.4. **Software License Restrictions**. The Software licenses granted under this Solution Schedule are expressly subject to the following restrictions:

(a) the Software may be installed only on equipment located at a Facility;

(b) the Software may be accessed or used only by Customer and its Permitted Users,;

(c) use of the Software may be limited by Facility, or other usage-based variable(s) specified in a Solution Order;

(d) the Software may not be used to provide services to Third Parties unless expressly permitted in a Solution Order;

(e) Customer will not reverse engineer, disassemble, decompile, decode or adapt the Software, or otherwise attempt to derive or gain access to the source code of the Software or permit any Third Party to do so; and

(f) Customer will not modify or alter the Software, including any trademarks, copyright notices, or other proprietary notices, except as expressly permitted in this MRA or a Solution Order.

1.5. **Revocation**. In CHC's reasonable judgment, CHC may revoke any license to Software granted under this section 1 if Customer violates the scope of the license or any of the restrictions in this section 1. In CHC's reasonable judgment, CHC may revoke any license to Software regulated as a medical device if (a) Customer is using a version of the Software other than one of the two most recent versions, or (b) the Software reaches the end of its useful life as stated in the Documentation.

1.6. **Survival**. Subsection 1.4 and 1.5 will survive termination of the MRA, this Solution Schedule, or the applicable Solution Order.

2. **Alternate Location**. If Customer is unable to use the Software at a Facility due to equipment malfunction or a Force Majeure Event, then the Software may be used on a temporary basis at an alternate location in the U.S., provided Customer promptly notifies CHC of the alternate location.

3. **Maintenance and Support**. CHC will provide Software Maintenance and Support to Customer for the two most current releases of the Software in accordance with the applicable Documentation for the term identified in the applicable Solution Order. Software Maintenance and Support services are included in the license fees for any Software identified on a Solution Order as "term" Software.

4. **Software Warranties**. CHC warrants that:

(a) the Software will perform in material accordance with the functional specifications in the applicable Documentation;

(b) the Software has been tested using industry standard practices, which found no viruses or malicious code at the time of delivery to Customer; and

(c) the Software will operate together with the Third-Party Solutions specified in the Solution Order, including any integration features described in the applicable Documentation.

These warranties will not apply to the extent:

(v) Customer operates the Software on equipment other than equipment that CHC specifies in the Documentation or Equipment that is consented to, authorized, or provided by CHC,

(w) Customer uses any interface or integration to the Software that is not developed by or otherwise approved in writing, provided, or consented to by CHC;

(x) anyone other than CHC or its authorized Third Parties modify the Software unless such modifications are approved of or consented to by CHC,

(y) Customer uses a version of the Software other than one of the two most current releases, or

(z) Customer has discontinued Software Maintenance and Support or is past due on any undisputed fees.

5. **Implementation Services.**

5.1. **Scope of Implementation Services**. Implementation Services purchased by Customer will be identified in the applicable Solution Order. CHC will provide the Implementation Services in accordance with the implementation guidelines identified in the applicable Documentation.

5.2. **Non-CHC Interfaces**. Unless stated in an applicable Solution Order, CHC's fees for its Implementation Services do not cover the provision, development, adaptation, or alteration of any non-CHC interfaces or non-CHC integrations. Such fees will be charged at mutually agreed to rates and subject to authorized Customer approval.

5.3. **Customer Obligations**. As a condition to CHC's obligation to perform the Implementation Services, Customer will:

(a) perform all Customer responsibilities identified in the applicable implementation guidelines identified in applicable Documentation; and

(b) make available sufficient resources to enable CHC to complete its obligations as expressly stated in the agreed upon implementation plan.

5.4. **Rescheduling**. If any Customer-initiated rescheduling occurs less than 60 days before the scheduled commencement of Implementation Services, CHC may invoice Customer an amount equal to the expenses incurred by CHC in connection with the Customer initiated rescheduling, including, travel cancellation fees, equipment storage fees, equipment restocking fees by Third Parties, and reasonable and unavoidable costs related to the rescheduling of implementation resources.

5.5. **Expiration**. Implementation Services must be used within 18 months after the Solution Order Effective Date. Any Implementation Services not used within 18 months of the effective date of the Solution Order, excluding any delays caused

directly by CHC, will be forfeited with no refunds or credits and fully earned by CHC. Notwithstanding the foregoing, the foregoing period shall be extended on a day for day basis to reflect any delays attributable to CHC.

5.6. **Product Configuration**. Products are configured, and Implementation Services are provided, based on the information provided by Customer. If the information provided by Customer is incorrect or incomplete, then Customer may need to purchase additional Products and Implementation Services for the Products to fully function at mutually agreed to rates and by way of new Solution Order to this MRA signed by both parties.

6. **Software Testing**. Customer may test the Software during the Software Test Period to ensure that it performs in material accordance with the functional specifications in the Documentation. If Customer provides notice to CHC during the Software Test Period of a reproduceable material nonconformity with the functional specifications in the Documentation , the Software Test Period will be extended until CHC corrects the nonconformity. If CHC is unable to correct the nonconformity within 180 days of Customer's notice, then either party may terminate the license for the impacted Software.

7. **No Obligation to Install**. CHC is not obligated to configure, install, or implement the Software at a Facility if Customer does not purchase the Services necessary to implement the Software for that Facility.

8. **Transition Assistance**. Subject to Section 19.4 (Obligations upon Expiration) of the General Terms, unless Customer is in material breach of this MRA, Customer may request transition assistance from CHC by providing notice at least 30 days before the termination or expiration of a Solution Order. Upon Customer's timely request, CHC will cooperate with Customer in an orderly transition for a period of up to 180 days following termination or expiration of a Solution Order. During a transition assistance period, Customer may continue using the applicable Software subject to the terms of the Solution Order (including all associated fees). Any additional Products or Services provided by CHC during the transition assistance period and agreed to by both parties by way of an amendment to this MRA will be invoiced at the rates set forth in the applicable Solution Order.

9. **Definitions**.

"Software" means computer programs and applications in object code form provided by CHC to Customer, including any updates provided by CHC as part of Software Maintenance and Support.

"Software Maintenance and Support" means support services for the Software consisting of telephone support, problem resolution, and updates delivered by CHC

and requires CHC to: (i) promptly correct any failure of the Software to perform in accordance with the requirements of the MRA and the Documentation, including without limitation, defect repair, programming corrections, and remedial programming, and provide such services and repairs required to maintain the Software so that it operates properly and in accordance with the requirements of the MRA and the Documentation; (ii) provide telephone support to Customer and its Permitted Users relating to use and operation of the Software and error resolution as provided in the applicable Documentation. Software Maintenance and Support does not include: (a) development of custom code or customizations for any Software, (b) support of Software modifications generated by anyone other than CHC, (c) services to implement a new release of the Software (d) services to correct improper installation or integration of the Software not performed by CHC-authorized personnel, (e) system administrator functions, (f) support required due to a Force Majeure Event, (g) support for issues caused by Customer's failure to comply with the Documentation; or (h) enhancements or new releases of the Software or Services that are separately priced and marketed by CHC.

"Software Test Period" means the period beginning on the Software delivery date and ending 30 days after the Software is made available to Customer to transact business.

Subscription Services Schedule

1. **Use of Subscription Services**. Customer and its Permitted Users may use the Subscription Services identified on a Solution Order for Customer's internal business purposes during the term specified in that Solution Order.

2. **Restrictions**. Customer's use of the Subscription Services is expressly subject to the following restrictions:

    (a) use of the Subscription Services may be limited by Facilities or other usage-based variables specified in a Solution Order;

    (b) Customer will not attempt to interfere with or disrupt the Subscription Services;

    (c) Customer will not attempt to gain access to any CHC systems or networks that connect to the Subscription Services except for the express purpose of using the Subscription Services as permitted under this MRA;

    (d) Customer will not attempt to scan, probe, penetrate, hack, defeat, or compromise any security measures of the Subscription Services, or any systems or networks operated by CHC; and

    (e) the Subscription Services may not be accessed or used to provide services to Third Parties unless expressly permitted in a Solution Order.

3. **Subscription Support**. CHC will provide Subscription Support in accordance with the applicable Documentation.

4. **Subscription Services Warranty**. CHC warrants that the Subscription Services will perform in material accordance with the functional specifications in the applicable Documentation.

5. **Implementation Services**. Implementation Services purchased by Customer will be identified on the applicable Solution Order. CHC will provide the Implementation Services in accordance with the implementation guidelines identified in the applicable Documentation.

6. **Subscription Testing**. Customer may test the Subscription Services during the Subscription Test Period to ensure that it performs in material accordance with the functional specifications in the Documentation, . If Customer provides notice to CHC of a reproduceable material nonconformity with the functional specifications in the Documentation during the Subscription Test Period, the Subscription Test Period will be extended until CHC corrects the nonconformity . If CHC is unable to correct the nonconformity within 180 days of Customer's notice, then either party may terminate the impacted Subscription Services.

7. **Notice of Unauthorized Access**. Customer will notify CHC promptly of any known or suspected unauthorized access to, or use of, the Subscription Services or breach of the confidentiality of login credentials.

8. **Login Credentials**. Customer solely is responsible for issuing login credentials to its Permitted Users. In addition:

    (a) Customer will:

        (i) limit access to the Subscription Services to Permitted Users;

        (ii) require that each Permitted User use only the unique login credentials assigned to the Permitted User; and

        (iii) maintain a current directory of its Permitted Users and share the directory with CHC upon CHC's request.

    (b) Customer will require each Permitted User to:

        (i) protect the confidentiality of all login credentials; and

        (ii) notify Customer immediately of any known or suspected breach of the confidentiality of any login credentials.

9. **Modification of Subscription Services**. CHC may, in its reasonable discretion, modify the Subscription Services, provided that the modification does not substantially reduce, degrade, or diminish the functionality set forth in the Documentation

10. **Suspension of Subscription Service**. CHC may suspend access to a Subscription Service in its reasonable judgment if the performance, integrity, or security of the Subscription Service is adversely impacted or at risk of being compromised. CHC shall promptly reinstate the Subscription Services upon mitigation of the action giving rise to such suspension. Prior to making any suspension, CHC shall use reasonable efforts to provide Customer with reasonable notice of the intended suspension and, where applicable, opportunity to cure.

11. **Definitions**.

    "Subscription Service" means an on-demand service that allows Customer to have remote access to or use of a software application (including new releases, updates, revisions, improvements, and modifications of that application) that is hosted, managed, or operated by CHC.

    "Subscription Support" means support services for the Subscription Services consisting of telephone support, problem resolution, and updates delivered by CHC. Subscription Support does not include: (a) development of customizations for any

Subscription Service, or (b) services to correct improper integration of a Subscription Service not performed by CHC-authorized personnel.

"Subscription Test Period" means the 30-day period beginning on the date the Subscription Services are made available to Customer.

Processing Services Schedule

1. **Use of Processing Services**. Customer and its Permitted Users may use the Processing Services identified on a Solution Order and the associated Documentation for Customer's internal business purposes during the term specified in that Solution Order.

2. **Restrictions**. Customer's use of the Processing Services is expressly subject to the following restrictions:

   (a) the Processing Services may not be accessed or used to provide services to Third Parties unless expressly permitted in a Solution Order;

   (b) CHC will only process Transactions in accordance with the applicable Documentation;

   (c) use of the Processing Services may be limited by Facilities or other usage-based variables specified in a Solution Order;

   (d) Customer will not attempt to interfere with or disrupt the Processing Services; and

   (e) Customer will only request information from CHC that Customer is legally entitled to review and modify in connection with the Processing Services.

3. **Processing Support**. CHC will provide Processing Support in accordance with the applicable Documentation.

4. **Processing Services Warranty**. CHC warrants that the Processing Services will perform in material accordance with the functional specifications in the applicable Documentation.

5. **Implementation Services**. Implementation Services purchased by Customer will be identified on the applicable Solution Order. CHC will provide the Implementation Services in accordance with the implementation guidelines identified in the applicable Documentation.

6. **Processing Testing**. Customer may test the Processing Services during the Processing Test Period to ensure that it performs in material accordance with the functional specifications in the Documentation,. If Customer provides notice to CHC of a reproduceable material nonconformity with the functional specifications in the Documentation during the Processing Test Period, the Processing Test Period will be extended until CHC corrects the nonconformity. If CHC is unable to correct the nonconformity within 180 days of Customer's notice, then either party may terminate the impacted Processing Services.

7. **Expenses**. Fees for Processing Services do not include, and Customer will reimburse CHC for:

    (a) any recipient or government-imposed access or connection fees, and

    (b) fees resulting from changes in regulation or statute.

8. **Login Credentials**. Customer solely is responsible for issuing login credentials to its Permitted Users. In addition:

    (a) Customer will:

        (i) limit access to the Processing Services to Permitted Users;

        (ii) require that each Permitted User use only the unique login credentials assigned to the Permitted User; and

        (iii) maintain a current directory of its Permitted Users and share the directory with CHC upon CHC's request.

    (b) Customer will require each Permitted User to:

        (i) protect the confidentiality of all login credentials; and

        (ii) notify Customer immediately of any known or suspected breach of the confidentiality of any login credentials.

9. **Access to Recipients**. For any Transactions submitted by CHC on Customer's behalf, Customer appoints CHC as its agent for the limited and sole purpose of accessing the systems or websites of each Transaction recipient on Customer's behalf in connection with providing the Processing Services to Customer.

10. **Transaction Accuracy**. CHC is not responsible for determining the accuracy of any unmodified Transaction submitted or received on behalf of Customer, or settling any disputes related to a Transaction between Customer and a Transaction submitter or recipient.

11. **Transaction Standards**. Transactions resulting from HIPAA-regulated Processing Services will follow the HIPAA-required formats adopted by the Secretary of Health and Human Services, as defined in the Transactions and Codes Sets Final Rule and the associated documentation from X12N.

12. **Resubmission**. CHC may resubmit Transactions whenever necessary or advisable in CHC's discretion. As applicable, Customer will correct and resubmit to CHC, at Customer's expense:

(a) Transactions rejected by a Transaction recipient for any reason other than inappropriate format, and

(b) Transactions rejected by CHC due to Customer's error or omission.

13. **Modification of Processing Services**. CHC may, in its reasonable discretion, modify the Processing Services, provided that the modification does not substantially reduce, degrade, or diminish the functionality set forth in the Documentation as of the effective date of the applicable Solution Order

14. **Suspension of Processing Services**. CHC may suspend access to Processing Services in its reasonable judgment if the performance, integrity, or security of the Processing Services is adversely impacted or at risk of being compromised. CHC shall promptly reinstate the Processing Services upon mitigation of the action giving rise to such suspension. Prior to making any suspension, CHC shall use reasonable efforts to provide Customer with reasonable notice of the intended suspension and, where applicable, opportunity to cure.

15. **Definitions**.

"Processing Services" means the Transaction processing services that CHC provides to Customer. Certain Processing Services may also include access to on-demand remote application services (including new releases, updates, revisions, improvements, and modifications of that application) that are hosted, managed, or operated by CHC. Processing Services shall be included in the definition of "Services" as used in the MRA.

"Processing Support" means support services for the Processing Services consisting of telephone support, problem resolution, and updates delivered by CHC. Processing Support does not include: (a) development of customizations for any Processing Service, or (b) services to correct improper integration of a Processing Service not performed by CHC-authorized personnel.

"Processing Test Period" means the 30-day period beginning on the date the Processing Services are made available to Customer.

"Transaction" means information, including a distinct claim, remit, information request, or other item, whether or not accepted or adjudicated, which is transmitted or received on behalf of Customer or its agent through CHC.

Equipment Schedule

1. **Equipment Delivery**. Shipping of Equipment is FOB destination, Freight Prepaid & Added to Customer's invoice. . All prices quoted in the Solution Order for the applicable Equipment will include the cost of insurance and shipping unless otherwise agreed. CHC will invoice on delivery and risk of loss will pass to Customer upon delivery at the Customer designated Facility. Once CHC places an Equipment order, the order is non-cancelable. Equipment may only be returned for warranty repairs. All Equipment will be new unless otherwise stated in a Solution Order..

2. Equipment Warranties. Change Healthcare warrants that the Equipment, when installed, will conform in all material respects to its published functional specifications and will be in good working order. If purchased, Change Healthcare will provide Equipment Maintenance Services in accordance with the Documentation.

3. **Partial Shipments and Substitutions**. Upon mutual agreement of the parties, CHC may make partial shipments of Equipment, which may be separately invoiced. Delay in delivery of any installment does not relieve Customer of its obligation to accept any subsequent installments CHC may substitute Equipment (based on availability at time of order) with replacements that are of equal or better performance with no increase to the original agreed Equipment price. Change Healthcare will seek Customer's prior written consent (which may be provided by email) for any substitutions resulting in a price change or a change in Equipment platform (e.g. HP to Dell). Any resulting price change will be reflected in Customer's invoice.

4. **Equipment Configurations**. Product releases listed on Equipment configurations are for informational purposes only.

5. **Implementation Services**. Implementation Services purchased by Customer will be identified on the applicable Solution Order. CHC will provide the Implementation Services in accordance with the implementation guidelines identified in the applicable Documentation.

6. **Warranty Pass-Through**. CHC will pass through all transferrable end user warranties for Equipment that CHC receives from its Third Parties. If CHC cannot pass through a warranty, then CHC will enforce that warranty on Customer's behalf.

7. **Equipment Maintenance**. The term for Equipment Maintenance, if any, is stated in the Solution Order.

8. **Definitions**.

"Equipment" means hardware, computer equipment, and Third-Party software identified in a Solution Order as Equipment.

"Equipment Maintenance" means repair or replacement of any defective Equipment. CHC may provide Equipment Maintenance through its Third Parties. Equipment Maintenance does not include updates to firmware.

Exhibit C

Easy Order Process

1.1 Definitions

"Easy Order Process" means the purchasing process where a binding agreement for purchasing or licensing Products or Services is created through Customer's submission of a Purchase Order and CHC's written acceptance of the Purchase Order without modification.

"EOP Guide" means the CHC provided guide describing the Easy Order Process, including what purchases are eligible for the Easy Order Process and the relevant payment terms. CHC may reasonably modify the EOP Guide from time to time.

"EOP Agreement" means the binding agreement made when an order is placed under the Easy Order Process. For purposes of the MRA, the term "Solution Order" shall be substituted with EOP Agreement for any Product or Service acquired under an EOP Agreement.

"Existing Solution" means the Product or Service already purchased or licensed by Customer which is being supplemented with Products or Services under an EOP order.

"Purchase Order" means Customer's purchase order referencing the relevant CHC quotation or contract number. No terms in a Purchase Order are binding on the parties.

1.2 Easy Order Process Terms

1.2.1 **EOP Scope**. At CHC's discretion, Customer may (but is not obligated to) purchase or license Products and Services under the Easy Order Process if that purchase is eligible under the EOP Guide. For any purchases not eligible under the EOP Guide, when Customer choses to not use the Easy Order Process, or when CHC requires it, the parties must enter into a Solution Order.

1.2.2 **Binding Agreement**. An EOP Agreement is created only when CHC sends written acceptance of a Purchase Order by letter, email, web portal, or other electronic means. Once binding, an EOP Agreement cannot be unilaterally modified or cancelled by either party. An EOP Agreement incorporates and is governed by the terms of the agreement for the Existing Solution.

1.2.3 **Payment**. CHC will invoice Customer for purchases under the Easy Order Process in accordance with the payment terms in the EOP Guide.

1.2.4 **Corrections**. Changes may be made to an EOP Agreement and the associated quotation any time before CHC's shipment of Equipment or delivery of other Products or Services. To modify an EOP Agreement, Customer must submit a new Purchase Order that identifies the Purchase Order being modified. If CHC accepts the

modification, any invoices issued under the initial Purchase Order will be credited and new invoices will be generated under the new Purchase Order.

EOP Guide

This guide is intended to provide our Customers with information about Change Healthcare's "Easy Order Process". The Easy Order Process, or "EOP", provides an umbrella set of terms to let our Customers purchase and license Products and Services from Change Healthcare without negotiating a separate agreement each time.

Under the Easy Order Process, Change Healthcare provides a Customer with a quote for the agreed upon the Products and Services. If the Customer is happy with the quote, it submits a Purchase Order referencing the quote. After Change Healthcare validates that the quote and the Purchase Order match, we send verification of our acceptance, and the order process is complete.

Because we are constantly looking for ways to update and improve our Easy Order Process, this guide is subject to change. In addition, Change Healthcare may require a separate written agreement for any order that would otherwise be eligible.

Definitions.

"Acceptance Date" means the date upon which CHC accepts Customer's Purchase Order.

EOP Scope. Customer may request an order under the Easy Order Process if the order has a total net price of US $250,000 or less.

EOP Exclusions. CHC does not accept orders under the Easy Order Process if they include:

a) Products or Services not from CHC's Imaging and Workflow business,

b) Statements of Work,

c) Certain Third-Party Software,

d) Additional Required Terms, or

e) Change Healthcare Workflow Intelligence.

Payment Terms. CHC will invoice Customer for orders under the Easy Order Process as follows:

a) **If the order is $100K or less**: 100% will be invoiced upon the Acceptance Date.

b) **If the order is over $100K**: 50% will be invoiced upon the Acceptance Date, and the remaining 50% will be invoiced upon the earlier of (i) the Installation Date, or (ii) 12 months from the Acceptance Date.

c) **If the order is for Term Software**: The Term Software license fee is due on the Acceptance Date. Subsequent annual Term Software license fees are due on each anniversary of the Acceptance Date.

Software Maintenance and Support Fees. For orders including Software Maintenance and Support, the first annual fee will be invoiced upon on the Installation Date of the associated Product or Service, and pro-rated to the end of the current billing period of the Existing Solution. Subsequent Software Maintenance and Support fees are due on each anniversary of the billing period start date of the Existing Solution.

Equipment Maintenance Fees. For orders including Equipment Maintenance, the first annual fee for is due twelve months from the Installation Date of the associated Equipment, and pro-rated to the end of the current billing period of the Existing Solution. Subsequent annual Equipment Maintenance fees are due on each anniversary of the billing period start date of the Existing Solution.

EXHIBIT D

BUSINESS ASSOCIATE AGREEMENT

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") effective _____, 20__ ("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 Change Healthcare Technologies, 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. Business Associate and Covered Entity are Parties to an agreement or a series of agreements (the "Service Agreement") under which Business Associate provides certain products, software and/or services to 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. Intentionally Omitted.

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

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 that are directly applicable to information maintained by Business Associate, 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, as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

(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.

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 Breach of Unsecured PHI. 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 that impacts the Covered Entity's data held by the Business Associate 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 Breach of Unsecured PHI that it Discovers and shall provide a summary of its investigation to Covered Entity, upon receipt of Covered Entity's written 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;

(i) Business Associate's notice shall comply with the requirements set forth in 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.

(b) In consultation with the Covered Entity, Business Associate shall cooperate with Covered Entity's efforts to 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 and substantiated costs and expenses in providing any required notification to affected individuals pursuant to 45 C.F.R. §§ 164.404 and 164.406, 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 mitigation efforts required under the Privacy Rule or Security Rule (which may include the costs of obtaining up to one year of credit monitoring services) for affected individuals whose PHI or Personal Information (as such phrase is defined in the California Confidentiality Laws) has or may have been compromised as a result of the Breach caused by Business Associate or its employees or subcontractors;

(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. Business Associate

will make available to Covered Entity such books, records, or other information relating to the Use and Disclosure of PHI received by Business Associate on behalf of Covered Entity for purposes of Covered Entity determining whether Business Associate has complied with this BAA, upon reasonable, advanced, written request by Covered Entity, and not more than once per calendar year; provided, however, that if any such practices, books or records are marked "Confidential," Covered Entity agrees to abide by the general confidentiality provisions of the Underlying Agreement;

(f) Document Disclosures of PHI and information related to such Disclosure and, within thirty (30) calendar 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, promptly destroy or return to Covered Entity , 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 Business Associate agrees in the Services Agreement to maintain all or any portion of the PHI in a Designated Record Set:

(i) Upon ten (10) business 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. Covered Entity shall solely be responsible for: (a) making all determinations regarding the grant or denial of an Individual's request for PHI contained in a Designated Record Set, and Business Associate will make no such determinations, (b) releasing PHI contained in such a Designated Record Set to Individual pursuant to such a request, (c) all costs and liabilities associated therewith; and

(ii) Upon ten (10) business days' prior written request from Covered Entity, make PHI available to Covered Entity for any amendment(s) to the PHI 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) Intentionally Omitted; and

(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. Except as expressly provided in the Services Agreement or this BAA, Business Associate will not assume any obligations of Covered Entity under the Privacy Rule.

(l) Maintain policies and procedures materially in accordance with applicable California Confidentiality Laws 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 has policies and procedures in place to comply, with HIPAA and the HITECH Act. Business Associate shall comply with all applicable 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 NMC's current Notice of Privacy Practices can be retrieved online at: http://www.natividad.com/quality-and-safety/patient-privacy.

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 fifteen (15) business days, if practicable, prior to the effective date 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 fifteen (15) business days, if practicable, prior to the effective date 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 fifteen (15) business days, if practicable, prior to the effective date 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; and, with respect to those changes described in (c) and (d) of this Section 3.3, Covered Entity shall take all necessary measures to ensure that Business Associate shall not receive any PHI following the date of any changes in or revocation of such consent or authorization described in (c) or any restriction described in (d) and shall assume any liabilities associated therewith.

4. TERM AND TERMINATION

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 either Party determines in good faith that Business Associate has breached a material term of this BAA, the non-breaching Party may either: (i) immediately terminate this BAA if cure is not possible; or (ii) terminate this BAA within thirty (30) days of the breaching Party's receipt of written notice detailing the nature of such breach, if the breach is not cured. Termination under this section will terminate this Agreement solely as it applies to the Services giving rise to the material breach.

4.3 Automatic Termination. This BAA shall automatically terminate without any further action of the Parties upon the termination or expiration of the underlying Services Agreement.

4.4 Effect of Termination. Upon termination or expiration of this BAA for any reason, Business Associate shall return or destroy all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(J) if, and to the extent that, it is feasible to do so. Prior to returning 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) destroy or 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.

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, 5.11, 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 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 Laws is materially amended in a manner that changes the obligations of the Parties, the Parties agree to negotiate in good faith appropriate non-financial 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. Neither Covered Entity nor Business Associate may assign this BAA without prior written consent from the other party, which will not be unreasonably withheld; provided, however, either party may assign this BAA to the extent that they are permitted to assign the underlying Services Agreement.

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:

Change Healthcare Technologies, LLC
Attn: Chief Privacy Officer
5995 Windward Parkway
Alpharetta, GA 30005
Email: chiefprivacyofficer@changehealthcare.com

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 and when taken together shall constitute one agreement. 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.

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.

5.8 Intentionally Omitted.

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 as though fully set forth within all subsequent underlying Service Agreements between Business Associate and Covered Entity involving the Use or Disclosure of PHI whether or not specifically referenced therein and will be considered an attachment to all underlying Services Agreements. In the event of any conflict or inconsistency between a provision of this BAA and a provision of any other agreement between Business Associate and Covered Entity, the provision of this BAA shall control unless the provision in such other agreement establishes additional rights for Business Associate or additional duties for or restrictions on Business Associate with respect to PHI, in which case the provision of such other agreement will control.

5.10 Intentionally Omitted.

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 action, proceeding, regulatory or governmental orders or actions regarding PHI provided by or created by Covered Entity that becomes known to it that may affect the interests of Covered Entity or jeopardize this BAA, except to the extent prohibited by law; provided, however, that Covered Entity agrees to abide by the general confidentiality provisions of the Services Agreement.

5.12 Audit or Investigations. Unless otherwise prohibited by law, promptly, but no later than five (5) business days after notice thereof, Business Associate shall use its best efforts to advise Covered Entity of any audit, compliant review, or complaint

investigation regarding PHI provided or created by Covered Entity 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: Joseph H. Ashkouti	By:
Print Name: Joseph H. Ashkouti	Print Name: Gary Cory
Print Title: Chief Privacy Officer	Print Title: CEO
Date: June 27, 2019	Date: 7/23/19

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ABrcretan
Dep Coco
7.15.19

Reviewed as to fiscal provisions
Auditor-Controller
County of Monterey 7-15-19

Approved by the County of Monterey Board of Supervisors on 11/01/16 and revised on 12/09/16

CHANGE HEALTHCARE

The County of Monterey,
a political subdivision of the State of California,
on behalf of Natividad Medical Center,
an acute care teaching hospital
owned and operated by the County
Customer No.: 1080530
Solution Order No.: IWS-282513
MRA Contract No.: MA_201910027122
June 11, 2019

Solution Order

This Solution Order to Master Relationship Agreement No. MA_201910027122, dated July 1, 2019 ("MRA"), is between Change Healthcare Technologies, LLC ("CHC") and the customer identified below ("Customer").

Change Healthcare Technologies, LLC

By: AARON GREEN

Name: Aaron Green

Title: GM Radiology

Date: 27 - June - 19

The County of Monterey,
a political subdivision of the State of California, on behalf of Natividad Medical Center, an acute care teaching hospital owned and operated by the County

By: _____

Name: _____

Title: CEO

Date: 7/23/19

General Terms

1. **Change Healthcare Cardiology Solutions.**

   1.1. **Term.** For the Change Healthcare Cardiology Solutions Software Maintenance and Support, Third-Party Software Maintenance and Support, and Equipment Maintenance Services previously purchased, the new term will begin on July 1, 2019 and end on June 30, 2024 ("Cardiology Term"). Following the Initial term above, Customer may, in its discretion, renew this Order for up to two additional one year terms by providing written notice to CHC at least forty five days (45) prior to expiration of the then pending term.

2. **Customer Purchase Orders.** CHC will include Customer's purchase order number on invoices if provided by Customer on or before the SO Effective Date. Failure to provide CHC with a purchase order number will not relieve Customer of any obligation under this Solution Order. Terms on or attached to a Customer purchase order will have no effect.

3. **No Warranty of Future Functionality**. CHC makes no warranty or commitment regarding any functionality not Generally Available as of the SO Effective Date for any of the Products or Services provided under this Solution Order, and Customer has not relied on the availability of any future version of the Products or Services or any other future offering from CHC in its decision to execute this Solution Order. "Generally Available" means available as a non-development product, licensed by CHC in the general commercial marketplace.

4. **Previously purchased equipment**

   4.1. Upon the Installation Date of the Equipment purchased herein, Customer will be relieved of its obligation to pay for Equipment Maintenance Services for the Equipment in the table below ("Previously Purchased Equipment"). Change Healthcare will continue to provide Equipment Maintenance Services for the Previously Purchased Equipment until the Installation Date for the Equipment purchased herein.

   4.2 If the parties terminate Equipment Maintenance Services on any of the Previously Purchased Equipment on another Solution Order or amendment, then the above will no longer apply to such terminated Equipment Maintenance Services.

Hardware Part Number	Material	Previously Purchased Equipment Description	Quote Number
HCR100HW7	85139711	HWM HCR100HW7 H3B74UP 2UA308096N	C12CP1109-14
HCR100HW7	85139711	HWM HCR100HW7 K9301800A 9380029411	C12CP1109-14
HCR100HW7	85139711	HWM HCR100HW7 H3B74UP 2UA308096V	C12CP1109-14
HCR100HW7	85139711	HWM HCR100HW7 K9301800A 9380029352	C12CP1109-14
HCR100HW7	85139711	HWM HCR100HW7 H3B74UP 2UA308096G	C12CP1109-14
HCR100HW7	85139711	HWM HCR100HW7 K9301800A 9380029359	C12CP1109-14

HCD100V2K8	85139711	HWM HCD100v2K8 N/A	C12CP1109-14
HCS800V2K8	85139711	HWM HCS800V2K8 0270-XXXX	C12CP1109-14
HCW100V2K8	85139711	HWM HCW100v2K8 N/A	C12CP1109-14
USB128	85139711	HWM USB128 DTHX30/128GB	C12CP1109-14
MSQ502CC	85139711	HWM MSQ502CC ISV RLTY-E65-00175	C12CP1109-14
MSQ502CC	85139711	HWM MSQ502CC ISV RLTY-E65-00175	C12CP1109-14
HCF100	85139711	McK Eqp Sup Fax mdm MT9234ZBA-USB-CDC 16277445	C12CP1109-14
HCL100B	85139711	HWM HCL100B K9301800A 9380025293	C14CP6265-01
HCL100B	85139711	HWM HCL100B K9301800A 9380025301	C14CP6265-01
HCL100B	85139711	HWM HCL100B K9301800A 9380025349	C14CP6265-01

EXHIBIT 1

SOLUTIONS AND PRICING

1. **PAYMENT SCHEDULE:**

   1.1. **Previously Purchased Cardiology Maintenance and Support:** Software and Third-Party Software Maintenance and Support fees will be invoiced on July 1, 2019. Subsequent annual fees will be invoiced on each anniversary of the billing period start date.

   1.2. **Equipment Maintenance:** Equipment Maintenance fees will be invoiced on July 1, 2019. Subsequent annual fees will be invoiced on each anniversary of the billing period start date.

   1.3. **Implementation Services, and Education Services:** 100% will be invoiced on July 1, 2019.

   1.4. **Equipment:** 100% will be invoiced on delivery to Customer.

2. **FACILITIES:**

Customer No.	Data Center Facility	Full Address
1010301	The County of Monterey, a political subdivision of the State of CA, on behalf of Natividad Medical Center	1441 Constitution Boulevard Salinas, CA 93906

3. **PREVIOUSLY PURCHASED CARDIOLOGY – ANNUAL MAINTENANCE FEES:**

Contract No.	Quotation No.	Part Number	Material	Description	Annual MNT Fees
1-1AG0YR_PS2	C12CP1109-14	CAL400	82014712	EQM CAL400	$ -
			85139711	CAL400 BARCO NIO CALIBRATION POD	$ 69.21
		COG100	73016241	COG100 DB Cognos 8 BI Advanced Report Package	$ 672.88
		HCD100	73016042	HCD100 HC SW for DB Srv on Unlimited Modalities	$ 13,875.68
		HCD100V2K8	82017176	EQM HCD100v2K8	$ -
			85139711	HCD100V2K8 v-MC Database Server	$ 8.07
		HCF050	82016030	EQM HCF050	$ -
			85139711	HCF050 HC USB/Serial over TCP/IP	$ 108.56
		HCF100	82014802	EQM HCF100	$ -
			85139711	HCF100 MC Fax addon for Connectivity Srv	$ 173.54
		HCR100	73016039	HCR100 HC SW for Multi-Modality Workstation	$ 12,615.20
		HCR100HW7	82014930	EQM HCR100HW7	$ -
			85139711	HCR100HW7 McKesson Cardiology Review Station	$ 1,331.55
		HCS200	73016046	HCS200 HC SW for ESI Archive Server	$ 8,619.52
		HCS800V2K8	82017293	EQM HCS800V2K8	$ -
			85139711	HCS800V2K8 v-MC WebApp Server	$ 186.10
		HCW100	73016040	HCW100 HC SW for Web-Image Viewing Server	$ 7,989.28
		HCW100V2K8	82017319	EQM HCW100v2K8	$ -
			85139711	HCW100V2K8 v-MC Web Server	$ 8.07
		ISS100	73016051	ISS100 HC SW for Cardiology Interface Server	$ 7,358.00
		MSQ502CC	82019052	EQM MSQ502CC	$ -
			85139711	MSQ502CC MS SQL 2008 STD 1 PROC ISV EMD	$ 613.16
		NSC072	73023872	NSC072 HC SW Card-DICOM Gateway from Ultrasoun	$ 15,768.48
		SNC100	73016262	SNC100 Sonic CD Burning Software	$ 189.28
		USB128	82018240	EQM USB128	$ -
			85139711	USB128 128GB USB Flash Drive	$ 37.68
	C12CS1109-14	AMA200	73023937	AMA200 CPT-4 code, Std Procedure Codes for HC	$ 188.24
		CIS120	73016055	CIS120 HC SW Echo Report Module	$ 10,512.32
		CIS150	73016080	CIS150 HC SW Statistical Report Module	$ 5,046.08
		CIS180	73016090	CIS180 HC SW Pediatric Echo Report Module	$ 10,512.32
		CIS190	73019062	CIS190 HC SW Charge Module	$ 9,460.88
		ROW100	73016092	ROW100 HC SW Reporting Over the Web License	$ 3,994.64
1-1HBXIA	C14CP6265-01	HCL100B	82014885	EQM HCL100B	$ -
			85139711	HCL100B Color 1MP 1HBarco 19 Cardiology	$ 392.59
	C14CS6265-01	CHB100	73020372	CHB100 Children's Medical Center Data License	$ 338.00
IWS-274959	71995-2	NSC072	73023872	NSC072 HC SW Card-DICOM Gateway from Ultrasoun	$ 2,921.92
				GRAND TOTAL	**$ 112,991.26**

EXHIBIT 2

Solution Rider

Imaging, Workflow, and Care Solutions

1. **Definitions.**

"Third-Party Software" means Software owned by a third party and licensed to Customer by CHC.

Customer:	The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center	**Quoted On:**	April 25, 2019
Contract:	IWS-282513	**Quote Expiry Date:**	July 24, 2019
Customer No.:	1080530	**Quote Number:**	78175
Project:	Cardiology 14.1.1 Upgrade HW Refresh VM	**Initial CS:**	

Fees Summary

	One-Time Fees	Recurring Fees
Implementation & Education Services	67,500.00	
Equipment	24,230.19	2,298.88
GRAND TOTALS	**91,730.19**	**2,298.88**

A-1-1

Customer:	The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center	**Quoted On:**	April 25, 2019
Contract:	IWS-282513	**Quote Expiry Date:**	July 24, 2019
Customer No.:	1080530	**Quote Number:**	78175
Project:	Cardiology 14.1.1 Upgrade HW Refresh VM	**Initial CS:**	

Proposal Summary - All prices are stated in USD

One Time Fee Summary

Quote Ref.	Product	Equipment	Impl Services	Net Price
78175-1	CPACS	18,266.39	67,500.00	85,766.39
78175-2	Cardiology Test	5,963.80		5,963.80
The County of Monterey, a political subdivision of the State of California on behalf of County Health Department Subtotal		24,230.19	67,500.00	91,730.19
				Total
	Proposal List Price	25,776.80	90,000.00	115,776.80
	Proposal Discount	1,546.61	22,500.00	
	Discount %	6.00	25.00	
	Proposal Net Total	**24,230.19**	**67,500.00**	**91,730.19**

Recurring Annual Fees Summary

Quote Ref.	Product	Equipment	Net Price
78175-1	CPACS	1,827.21	1,827.21
78175-2	Cardiology Test	471.67	471.67
The County of Monterey, a political subdivision of the State of California on behalf of County Health Department Subtotal		2,298.88	2,298.88
			Total
	Proposal List Price	2,298.88	2,298.88
	Proposal Net Total	**2,298.88**	**2,298.88**

***Pricing on this quote does NOT include any taxes or duties.**

Customer:	The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center	**Quoted On:**	April 25, 2019
Contract:	IWS-282513	**Quote Expiry Date:**	July 24, 2019
Customer No.:	1080530	**Quote Number:**	78175
Project:	Cardiology 14.1.1 Upgrade HW Refresh VM	**Initial CS:**	

Proposal Notes

This system is configured for a virtualized environment; Customer must provide environment in accordance with Change Healthcare Specifications. Change Healthcare does not provide Equipment Maintenance for virtualized servers.

HP Windows 10 replacement stations quoted.

Fax-over-IP will replace existing Zetafax solution.
Customer is required to provide a FoIP Gateway.

Customer to provide Antivirus license for each quoted device.

Cardiology 14.1.1 Web training is remote.

Quoted configuration requires customer to provide online storage solution.

Customer does not have Vascular Reporting, Hemo (HACS), Cedaron, TomTec and Invia - no services quoted for these.
CathPCI5 upgrade services not included.

The following hardware will be refreshed:
MCAPP0 Server - Application Server
MCSQL Server - Database Server
MCWEB Server - Web Server
MCTEST Server - Test Server
Tinfosys1 Station - Test Station
MCREV0 Station - Review Station
MCREV1 Station - Review Station
MCREV2 Station - Review Station

Customer:	The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center	**Quoted On:**	April 25, 2019
Contract:	IWS-282513	**Quote Expiry Date:**	July 24, 2019
Customer No.:	1080530	**Quote Number:**	78175
Project:	Cardiology 14.1.1 Upgrade HW Refresh VM	**Initial CS:**	

Line Item Details

The County of Monterey, a political subdivision of the State of California on behalf of County Health Department				CPACS			78175-1
No	Qty	Part	SAP/MNT	Description	Unit Net Price	Extended Net Price	Extended Net Recurring
		Equipment					
1	1	HCD100V2K12	80010924 NA	Change Healthcare Cardiology virtual Database Server - 3rd party applications - Requires customer supplied VMware ESX 4.x or higher server and SAN storage environment - Customer must supply SQL 2014 Standard and Windows 2012 R2 OS Standard	81.46	81.46	
2	1	HCS800V2K12	80011012 NA	Change Healthcare Cardiology virtual App server - 3rd party applications - Hardware requires customer supplied VMware ESX 4.x or higher server and SAN storage environment. - Customer is required to supply Windows 2012 R2 Standard OS licenses.	1,753.87	1,753.87	
3	1	HCW100V2K12	80012681 NA	Change Healthcare Cardiology virtual Web server - 3rd party applications - Hardware requires customer supplied VMware ESX 4.x or higher server and SAN storage environment. - Customer is required to supply Windows 2012 R2 Standard OS licenses.	81.46	81.46	
4	1	HCF402	80010387 82019171	Change Healthcare Cardiology - Fax over IP license - 2 lines	2,777.19	2,777.19	289.92
5	6	HCL213B	80011390 82020092	BARCO Single 2 MegaPixel Color 24 display	1,130.60	6,783.57	775.56
6	3	HCR100HW10	80010965 82019700	Change Healthcare Cardiology Review Station - HP - without display	2,262.95	6,788.84	761.73
				Subtotal Equipment :		18,266.39	1,827.21
		Implementation Services					
7	1	SER821	74047347 NA	Virtual Implementation services - Migrate a customer's existing virtual production and test environments to a VMware ESX virtual environment. Services to replace and re-configure new VM servers as required per the defined project scope	18,750.00	18,750.00	
8	2	SER333	74042207 NA	VMware Integration Services - Database/Test server - Services to prepare Change Healthcare Cardiology server applications as virtual machine templates according to quotation	2,250.00	4,500.00	
9	2	SER334	74042208 NA	VMware Integration Services - Web or Application server - Services to prepare Change Healthcare Cardiology server applications as virtual machine templates according to quotation	2,437.50	4,875.00	

Customer:	The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center	**Quoted On:**	April 25, 2019
Contract:	IWS-282513	**Quote Expiry Date:**	July 24, 2019
Customer No.:	1080530	**Quote Number:**	78175
Project:	Cardiology 14.1.1 Upgrade HW Refresh VM	**Initial CS:**	

The County of Monterey, a political subdivision of the State of California on behalf of County Health Department				CPACS			78175-1
No	Qty	Part	SAP/MNT	Description	Unit Net Price	Extended Net Price	Extended Net Recurring
10	1	INS247	74052718 NA	FOIP Remote Implementotion Services	1,875.00	1,875.00	
11	1	SVC848	74055325 NA	Change Healthcare Cardiology CPACS 14.1.1 upgrade services - see SOW	37,500.00	37,500.00	
				Subtotal Implementation Services :		67,500.00	
				Total:		**85,766.39**	**1,827.21**

The pricing set forth in this proposal represents Change Healthcare's complete proposal for the Products and or Customer's Facilities set forth herein (the "Pricing Proposal"), regardless of other proposals made by Change Healthcare either simultaneously with this Pricing Proposal or otherwise regarding additional Products or Facilities that are not set forth herein.

Customer:	The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center	**Quoted On:**	April 25, 2019
Contract:	IWS-282513	**Quote Expiry Date:**	July 24, 2019
Customer No.:	1080530	**Quote Number:**	78175
Project:	Cardiology 14.1.1 Upgrade HW Refresh VM	**Initial CS:**	

Line Item Details (Cont'd)

The County of Monterey, a political subdivision of the State of California on behalf of County Health Department				Cardiology Test			78175-2
No	Qty	Part	SAP/MNT	Description	Unit Net Price	Extended Net Price	Extended Net Recurring
		Equipment					
1	1	HCT100V2K12	80011014 NA	Change Healthcare Cardiology virtual Test Server - 3rd party applications for customer-supplied VMware ESX 4.x or higher server and SAN storage environment - Customer must supply SQL 2014 Standard and Windows 2012 OS Standard R2 licenses	1,753.87	1,753.87	
2	1	HCT200HW10	80011026 82019623	Change Healthcare Cardiology Test Info System Workstation - HP - without display	3,407.90	3,407.90	388.21
3	2	HCL100E	80007196 82015237	Color 1MP 1H EIZO 19 for Change Healthcare Cardiology Test	401.01	802.03	83.46
				Subtotal Equipment :		5,963.80	471.67
				Total:		**5,963.80**	**471.67**

The pricing set forth in this proposal represents Change Healthcare's complete proposal for the Products and or Customer's Facilities set forth herein (the "Pricing Proposal"), regardless of other proposals made by Change Healthcare either simultaneously with this Pricing Proposal or otherwise regarding additional Products or Facilities that are not set forth herein.

ADMINISTRATION :	
Sold To :	Ship To :
The County of Monterey, a political subdivision of the State of CA on behalf of Natividad Medical Ctr	The County of Monterey, a political subdivision of the state of California on behalf of Natividad Medical Center
1441 Constitution Blvd	1441 Constitution Blvd
Salinas, CA, 93906	Salinas, CA, 93906
Federal Tax ID No:94-6000524	Telephone: (831) 783-2716
	E-Mail: fitzgerald@natividad.com
Bill To:	Paid By:
The County of Monterey, a political subdivision of the State of CA on behalf of Natividad Medical Center	The County of Monterey, a political subdivision of the State of CA on behalf of Natividad Medical Ctr
1441 Constitution Blvd	1441 Constitution Blvd
Salinas, CA, 93906	Salinas, CA, 93906
PO Box	
Attention: Rod Ramirez	
Telephone: (831) 772-7660	
E-Mail: accountspayableemail@natividad.com	

CARDIOLOGY PICTURE ARCHIVING AND COMMUNICATIONS SYSTEM ("CPACS")

SYSTEM UPGRADE WITH OPTIONAL HARDWARE REFRESH STATEMENT OF WORK ("SOW")
Change Healthcare Cardiology version 14.1.1

Quotation: ____78175-1___

Prerequisites
The following prerequisites and requirements (**"Prerequisites"**) must be met before the implementation can begin and shall be in place for the duration of the project:

- Customer shall provide remote access to all in scope systems.
- Agreement from Change Healthcare and Customer that network and technical architecture at start of project will remain static.
- Customer shall establish strong participation and leadership by establishing a governance structure that will be accountable for the success of the project and that will have representation from the appropriate operational areas.
- Customer will assign the appropriate resources required to implement the solution and adhere to the timeline established in the project plan.
- Customer environment (physical and/or virtual) is ready for implementation.
- Workstations and servers, Internet Explorer, Adobe and .Net shall meet the requirements outlined by Change Healthcare.
- If Customer is a Hemodynamics (Hemo) customer, then Customer shall perform local mode switch over testing on all Hemo stations in live production before Customer's functional testing ends and open calls with support to resolve any issues.

Project Scope and Exclusions

The Equipment and Services included in this project are identified in the Quotation, and any Software, Equipment or Services not identified in the Quotation are out of scope and not included. Any additional Software, Equipment or Services to be added requires adjustments to the project timeline and must be purchased under a new and separate Solution Order.

Scope and Goals

The primary objective is for Change Healthcare and Customer to upgrade Customer's existing Change Healthcare Cardiology System software from version 13.2.1 to 14.1.1. This may include hardware replacement if included in the Solution Order.

This effort includes:

- Remote project management
- Remote project kickoff
- Remote training for up to three 2-hour sessions to include:
    - Version specific enhancement training
    - "What's New" Training
- Go-live support for one Clinical resource for 3 days

If Customer uses Vascular Reporting, the following Services are included and will be performed remotely:

- Customer training on new reporting module provided via WebEx or recorded training
- Assessment of current reports vs new out-of-the-box
- Customization of the new out-of-the-box PDFs up to 20 hours

The following items are out of scope and not included in the Quotation:

- Interface changes or customizations performed in the Cardiology System. Customer may make changes at the interface engine if needed.
- Reporting customizations or changes to reporting modules including template or GUI changes
- Standardization of design, data, policies, or processes between departments, disciplines, or Facilities
- Unit or integrated testing plan development customized for a Facility. Change Healthcare shall provide sample test plans during the project.

Project Timeline

Change Healthcare and Customer shall work on a mutually agreeable timeline to be included in the project schedule based upon resource and product slot availability.

Required Customer resources are outlined below and shall be discussed during the project timeline planning.

If the project timeline changes during the implementation, Customer and Change Healthcare will mutually agree upon a revised timeline and any required additional Services to be provided by Change Healthcare or additional Services fees required from Customer. Change Healthcare will not charge additional Services fees to the extent that the timeline change is caused by Change Healthcare. The parties will agree upon any necessary additional Services and associated fees in writing prior to the performance of such Services.

Assumptions/Limitations

- Assumes 2.5-month project duration from kickoff to go live and includes ongoing weekly meetings, resourcing, project management, and administration.
- Assumes Customer supplied remote access and required permissions are available as prescribed by project needs.
- Assumes Customer-supplied workstations meet Change Healthcare Cardiology technical requirements.
- If Change Healthcare Cardiology is configured for a virtualized environment, Customer shall provide the environment in accordance with Change Healthcare specifications.
- Change Healthcare does not provide Equipment Maintenance for virtualized servers.
- Please note that the design of the Change Healthcare Cardiology system is sensitive to the underlying network bandwidth available. Sites with lower bandwidth WAN links may experience less-than-optimal performance. To operate in accordance with the Documentation, the proposed Change Healthcare Cardiology shall be installed on a network that satisfies the requirements in the IT admin guide.

Customer Responsibilities

Customer shall:

- Provide the Prerequisites set forth in this SOW

- Assign a project manager/lead for the project
- Assign a CPAC System Administrator
- Create and push the Thin Client installation package as defined in the Web Client Installation Guide MC Suite
- Provide technical and clinical staff members to work on this project including but not limited to: IT support, Superusers, Champion Physician(s), Biomedical Engineer(s)
- Perform end-to-end testing including interfaces
- Schedule and participate in the "What's New" training to be conducted remotely by Change Healthcare
- Participate in Vascular Reporting tool training (if applicable)
- Assist with or perform work for new Vascular Reports (if applicable)
- Develop and execute a training plan for the clinical end users
- Coordinate the go live event

Hardware replacement:

- Perform physical installation of all in scope hardware in server room rack
- Perform physical installation of workstation hardware
- Complete network connectivity of all in scope hardware
- Meet requirements of the IT Administrators Guide

Change Healthcare Responsibilities

Change Healthcare shall:

- Provide the Equipment and Software and perform the Services specified in the Quotation in accordance with this SOW
- Assign a project manager who will manage the project and coordinate with other Change Healthcare teams as needed
- Perform Prod to Test sync (if applicable) and upgrade current production system and Test workstation to release 14.1.1
- Conduct remote" What's New" training
- Conduct remote Vascular Reporting tool training (if applicable)
- Assist with potential workflow changes resulting from version specific enhancements
- Upgrade any existing inbound or outbound interfaces
- Upgrade any existing live reporting modules, no customization requests will be honored
- Assist with or perform work for new Vascular Reports (if applicable)
- Assist with troubleshooting issues from Customer testing
- Provide clinical support (1 resource) for three days at the go live event
- Facilitate transition to support post upgrade

Mutual Responsibilities

In addition, both Change Healthcare and Customer shall:

- Participate in project status meetings and conference calls to discuss the progress of the project
- Configure build specific to workflow procedure
- Create and maintain the project issues list
- Identify and manage risk and quality assurance issues which arise during project
- Execute and ensure project compliance with contract

- Work to the agreed upon go live date
- Create site specific cut over/go live plan
- Create and participate in communication plan during upgrade downtime
- Participate in three days of daily post live status meetings

Project Duration

Change Healthcare will schedule this project with the next mutually agreeable start date after the Solution Order Effective Date. The duration of this project is 9 weeks from kickoff meeting. The specific timeline and duration will be defined by the Change Healthcare project manager and Customer's project manager collaboratively. If the project timeline changes after project kickoff, Customer and Change Healthcare will mutually agree upon a revised timeline, any required additional Professional Services to be provided by Change Healthcare, and any additional Professional Services fees required from Customer. Change Healthcare will not charge additional Professional Services fees if the timeline change is caused solely by Change Healthcare.

CHANGE HEALTHCARE CARDIOLOGY
FAX OVER INTERNET PROTOCOL STATEMENT OF WORK

Quote: _____78175-1_____

Prerequisites

The following prerequisites and requirements (**"Prerequisites"**) must be met at project commencement and must be in place for the duration of the Fax over Internet Protocol (**"FoIP"**) project:

1. A Change Healthcare Cardiology test environment must be available for use.
2. The production and test environments must be at version 13.2.1 HF1 or higher or in the process of an upgrade/update.
3. Voice over Internet Protocol (**"VoIP"**) based telephony system with the Zetafax FoIP license (SR-140) to enable Zetafax to communicate over Internet Protocol (**"IP"**) with the VoIP infrastructure.
4. If Customer does not have a VoIP infrastructure, a FoIP solution will be achieved by a FoIP gateway, which supports T.38 protocol.
   Customer will be replacing two HW elements:
   - The existing modem that is connected to the phone line
   - Digikey device that converts the serial/USB port to IP with a single box, which is connected to the phone line and the LAN

   In addition, the Zetafax FoIP license (SR-140) is needed to enable Zetafax to communicate over IP with the FoIP gateway.

Scope and Goals

The goal of this project is to successfully install a FoIP solution. All activities will be conducted remotely.

Customer Responsibilities

Customer shall:

- Provide the Prerequisites set forth in this Statement of Work.
- Provide the IP address of the Gateway/IP-PBX where all calls will be routed.
- Provide dialing prefix/suffix information that's required for outgoing fax.
- Assign a project manager/lead for this project.
- Provide technical and clinical staff members to work on this project.
- Test the faxing of reports.
- Be responsible for the maintenance/cleanup of fax numbers associated with intended fax recipients.
- Coordinate the go live event to occur during the week.

Change Healthcare Responsibilities

Change Healthcare shall:

- Assign a project manager who will manage this project.
- Install and perform the changes required to implement FoIP.
- Activate FoIP in production during weekday hours.

Mutual Responsibilities

In support of this effort, both Change Healthcare and Customer shall:

- Conduct project status meetings to discuss the progress of this project.
- Create and maintain the project issues list.
- Work toward the agreed upon go live date.

Project Duration

As soon as commercially possible after the Solution Order Effective Date, Change Healthcare will schedule this project to begin on a mutually agreeable start date. The duration of this project will be 2 weeks.

CHANGE HEALTHCARE

The County of Monterey,
a political subdivision of the State of California,
on behalf of Natividad Medical Center,
an acute care teaching hospital
owned and operated by the county
Customer No.: 1080530
Solution Order No.: IWS-282514
MRA Contract No.: MA_201910027122
June 11, 2019

Solution Order

This Solution Order to Master Relationship Agreement No. MA_201910027122, dated July 1, 2019("MRA"), is between Change Healthcare Technologies, LLC ("CHC") and the customer identified below ("Customer").

Change Healthcare Technologies, LLC

By: AARON GREEN

Name: Aaron Green

Title: GM Radiology

Date: 27 - June - 19

The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical, an acute care teaching hospital owned and operated by the County

By: _____

Name: _____

Title: CEO

Date: 7/23/19

General Terms

1. **Change Healthcare Radiology Solutions**

1.1. **Term.** For the Change Healthcare Radiology Solutions Software Maintenance and Support, Third-Party Software Maintenance and Support, and Equipment Maintenance Services previously purchased, the new term will begin on July 1, 2019 and end on June 30, 2024 ("Radiology Term"). Following the Initial term above, Customer may, in its discretion, renew this Order for up to two additional one year terms by providing written notice to CHC at least forty five days (45) prior to expiration of the then pending term.

1.2. During the Radiology Term, Customer's Software Maintenance and Support fees will include attendance for three (3) participants to any Radiology classroom training course at a CHC location. Customer will be responsible for any travel and expenses for the participants.

2. **Previously Licensed Software**

2.1. Upon the Installation Date of the Products purchased herein, Customer will be relieved of its obligation to pay for Software Maintenance and Support for the Software and Third-Party Software in the below table ("Previously Licensed Software"). Change Healthcare will continue to provide Software Maintenance and Support for the Previously Licensed Software until the Installation Date of the Products purchased in this Solution Order.

Software Part Number	Previously Licensed Software Description	Quote Number
VTR005	VTRIP 5 Concurrent User SW Licenses	H14NTV005-05
ORC115	Oracle 10g Diagnostic Pack	H14NTV005-05
CRV100	Claron Annual Study Volume < 99,999	H14NTV007-03
ORC101	ORC S.E. ONE license for 1x CPU	H10NTV006
ORC110	Oracle S.E Named User license, 5 users	H10NTV006TS

3. **Previously Purchased Equipment**

3.1. Upon the Installation Date of the Equipment purchased herein, Customer will be relieved of its obligation to pay for Equipment Maintenance Services for the Equipment in the table below ("Previously Purchased Equipment"). Change Healthcare will continue to provide Equipment Maintenance Services for the Previously Purchased Equipment until the Installation Date for the Equipment purchased herein.

3.2. If the parties terminate Equipment Maintenance Services on any of the Previously Purchased Equipment on another Solution Order or amendment, then the above will no longer apply to such terminated Equipment Maintenance Services.

Hardware Part Number	Material	Previously Purchased Equipment Description	Quote Number
NNR100H2K3	85139701	HWM NNR100H2K3 N/A N/A	D10NTV002-06
NNS100H2K3	85139701	HWM NNS100H2K3 N/A N/A	D10NTV002-06
NNS100H2K3	85139701	HWM NNS100H2K3 N/A N/A	D10NTV002-06
NHA100H2K3	85139701	HWM NHA100H2K3 N/A N/A	H10NTV006
NSU100H2K3	85139701	HWM NSU100H2K3 N/A N/A	H10NTV006
TST100H2K3	85139701	HWM TST100H2K3 N/A N/A	H10NTV006TS

4. **Change Healthcare Imaging Analytics for Radiology**

   4.1. **Term.** The term of the Change Healthcare Imaging Analytics for Radiology Subscription Services ("Subscription Services Term") is coterminous with the Radiology Term in Section 1.1 of the General Terms of this Solution Order.

5. **Customer Purchase Orders**. CHC will include Customer's purchase order number on invoices if provided by Customer on or before the SO Effective Date. Failure to provide CHC with a purchase order number will not relieve Customer of any obligation under this Solution Order. Terms on or attached to a Customer purchase order will have no effect.

6. **No Warranty of Future Functionality**. CHC makes no warranty or commitment regarding any functionality not Generally Available as of the SO Effective Date for any of the Products or Services provided under this Solution Order, and Customer has not relied on the availability of any future version of the Products or Services or any other future offering from CHC in its decision to execute this Solution Order. "Generally Available" means available as a non-development product, licensed by CHC in the general commercial marketplace.

Hardware Part Number	Material	Previously Purchased Equipment Description	Quote Number
NNR100H2K3	85139701	HWM NNR100H2K3 N/A N/A	D10NTV002-06
NNS100H2K3	85139701	HWM NNS100H2K3 N/A N/A	D10NTV002-06
NNS100H2K3	85139701	HWM NNS100H2K3 N/A N/A	D10NTV002-06
NHA100H2K3	85139701	HWM NHA100H2K3 N/A N/A	H10NTV006
NSU100H2K3	85139701	HWM NSU100H2K3 N/A N/A	H10NTV006
TST100H2K3	85139701	HWM TST100H2K3 N/A N/A	H10NTV006TS

4. **Change Healthcare Imaging Analytics for Radiology**

   4.1. **Term.** The term of the Change Healthcare Imaging Analytics for Radiology Subscription Services ("Subscription Services Term") is coterminous with the Radiology Term in Section 1.1 of the General Terms of this Solution Order.

5. **Customer Purchase Orders**. CHC will include Customer's purchase order number on invoices if provided by Customer on or before the SO Effective Date. Failure to provide CHC with a purchase order number will not relieve Customer of any obligation under this Solution Order. Terms on or attached to a Customer purchase order will have no effect.

6. **No Warranty of Future Functionality**. CHC makes no warranty or commitment regarding any functionality not Generally Available as of the SO Effective Date for any of the Products or Services provided under this Solution Order, and Customer has not relied on the availability of any future version of the Products or Services or any other future offering from CHC in its decision to execute this Solution Order. "Generally Available" means available as a non-development product, licensed by CHC in the general commercial marketplace.

EXHIBIT 1

SOLUTIONS AND PRICING

1. **SOLUTION PRICING:** See Pricing in following pages.

2. **PAYMENT SCHEDULE:**

2.1. **Software and Third-Party Software:** 25% will be invoiced on July 1, 2019 (the "SO Effective Date"), 50% will be invoiced on the earlier of (a) the Installation Date or (b) 9 months from the SO Effective Date, and 25% will be invoiced on the earlier of (a) completion of the Software Test Period or (b) 9 months from the SO Effective Date.

2.2. **Software and Third-Party Software Maintenance and Support:** The Software and Third-Party Software Maintenance and Support fees for the upgrade quote will be invoiced on the Installation Date and prorated to the end of the current billing period. Subsequent annual fees will be invoiced on each anniversary of the billing period start date.

2.3. **Previously Purchased Radiology Maintenance and Support:** The Maintenance and Support fees for existing maintenance will be invoiced on July 1, 2019. Subsequent annual fees will be invoiced on each anniversary of the billing period start date.

2.4. **Implementation Services, Education Services, and Third-Party Services:** 25% will be invoiced upon the SO Effective Date, 50% will be invoiced on the earlier of (a) the Installation Date or (b) 9 months from SO Effective Date, and 25% will be invoiced on the earlier of (a) completion of the Software Test Period or (b) 9 months from SO Effective Date.

2.5. **Equipment:** 25% will be invoiced upon the SO Effective Date, 50% will be invoiced on the earlier of (a) the Installation Date or (b) 9 months from SO Effective Date, and 25% invoiced on the earlier of (a) completion of the Software Test Period or (b) 9 months from SO Effective Date.

2.6. **Equipment Maintenance:** The Equipment Maintenance fees will be invoiced twelve (12) months from the Installation Date and prorated to the end of the current billing period. Subsequent annual fees will be invoiced on each anniversary of the billing period start date.

2.7. **Nuance Programs Software Maintenance Services:** The first annual Nuance Programs Software Maintenance Services fee is due on the earlier of (a) the System Installation Date or (b) 12 months from the OF Effective Date, and pro-rated to the end of the current billing period. Subsequent annual Nuance Program Software Maintenance Services fees are due on each anniversary of the billing period start date.

3. **FACILITIES:**

Customer No.	Data Center Facility	Full Address
1010301	The County of Monterey, a political subdivision of the State of CA, on behalf of Natividad Medical Center	1441 Constitution Boulevard Salinas, CA 93906

4. PREVIOUSLY PURCHASED RADIOLOGY – ANNUAL MAINTENANCE FEES:

Contract No.	Quotation No.	Part Number	Material	Description	Annual MNT Fees
1-15U3ZH_PS2	H10NTV005-01	VIT860	73030075	SWM VIT860	$ 26,684.00
1-15U42P_PS2	D10NTV002-06	NNQ100	82017732	EQM NNQ100	$ -
			85139710	NNQ100 MS SQL2005 Embedded x32 SCAL	$ 45.77
		NNQ105	82017733	EQM NNQ105	$ -
			85139710	NNQ105 MS SQL2005 Embedded x32 1CPU	$ 269.48
		NNR100H2K3	82017739	EQM NNR100H2K3	$ -
			85139701	NNR100H2K3 RadWhere System LS Server	$ 1,575.27
		NNS100H2K3	82017745	HWM NNS100H2K3	$ -
			85139701	NNS100H2K3 Nuance Server	$ 2,054.30
		NUA100	73020418	NUA100 Nuance Core System SW noSQL 1-CPU Field	$ 1,056.00
		NUA201	73020422	NUA201 Nuance RadWhere,Speech Reporting 50~200K	$ 7,228.00
		NUA402	73030657	SWM NUA402	$ 4,447.00
		NUA405	73030658	SWM NUA405	$ 3,335.00
		NUA501	73029864	SWM NUA501	$ 2,224.00
		NUA505	73020425	NUA505 Nuance SW,Upload Enhanced RW Field	$ 2,224.00
		NUA701	73020426	NUA701 Nuance Radwhere Test 5-User License	$ 222.00
		UPS100H	82014689	EQM UPS100H	$ -
			85139701	UPS100H HP 1500VA 1U Rack UPS	$ 328.05
1-15Z1DB_PS2	H10NTV006	CAL110	82014690	EQM CAL110	$ -
			85139710	CAL110 HRS/HSS COLOR LCD CAL POD	$ 81.89
		CAL300	82014739	EQM CAL300	$ -
			85139710	CAL300 DOME GRAY-SCALE LCD CAL POD	$ 52.42
		CCS100	73017863	CCS100 HMI SW Care Continuance Server	$ 1,122.00
		HMI100	73012924	HMI SW HMI100 VOLUME LICENSE	$ 100,453.00
		NHA100H2K3	82017644	EQM NHA100H2K3	$ -
			85139701	NHA100H2K3 Clus DB/IMG/Web Srv<200	$ 5,915.62
		NSD600H	82017827	EQM NSD600H	$ -
			85139701	NSD600H NAS SATA 3.7TB Useable	$ 1,227.29
		NSU100H2K3	82017874	EQM NSU100H2K3	$ -
			85139701	NSU100H2K3 DB/IMG/Web Srv <150 RCk	$ 1,778.67
		ORC101	73017544	ORC101 ORC S.E. ONE license for 1x CPU	$ 4,442.00
		ORT180	73024885	ORT180 OrthoView Concurrent License	$ 5,312.00
		ORT181	73024886	ORT181 Orthoview Web Server Software	$ 5,337.00
		UPS100H	82014689	EQM UPS100H	$ -
			85139701	UPS100H HP 1500VA 1U Rack UPS	$ 208.16
		UPS200H	82014708	EQM UPS200H	$ -
			85139701	UPS200H HP 2880VA 2U Rack UPS	$ 384.72
		WKS100HXP	82014738	EQM WKS100HXP	$ -
			85139700	WKS100HXP: HP, HMI Workstation	$ 3,546.40
		WKS300HXP	82016503	EQM WKS300HXP	$ -
			85139700	WKS300HXP: HP, HMI WKS MAMMO	$ 521.91
		WSA377	73016362	SWM Rad ER wet Read Discrepancy Tool	$ 3,718.00
	H10NTV006TS	ORC110	73017552	ORC110 Oracle S.E Named User license, 5 users	$ 333.00
		TST100H2K3	82016498	EQM TST100H2K3	$ -
			85139701	TST100H2K3 HMI Test Server RCK 85GB	$ 799.80
1-16DCK3_PS2	H11NTV002-01	HMI500	73019072	HMI500 HMI SW Mammography Plus License	$ 4,250.00
		SEG503	73023850	SEG503 Segami Oasis 3 Conc.Lic & 2-day Training	$ 27,573.00
1-17NBMH	H11NTV008	WSA379	73030118	SWM WSA379	$ 2,174.00
1-199156_PS2	H12NTV002-01	SEG611	73020455	SEG611 Oasis Opt-Cedars QGS/QPS - 1st Conc Lic	$ 4,173.00
1-1GGZUY_PS2	H14NTV005-05	ORC115	73017522	ORC115 Oracle 10g Diagnostic Pack	$ 208.00
		SEG1010U	73025272	SEG1010U Upgrade-Segami Oasis Ver 2 Server SW Lic	$ 5,113.00
		VTR005	73020474	VTR005 VTRIP 5 Concurrent User SW Licenses	$ 13,569.00
	H14NTV007-03	CRV100	73024191	CRV100 Claron Annual Study Volume < 99,999	$ 25,757.00
IWS-278391	71716-1	HMI100	73012924	HMI SW HMI100 VOLUME LICENSE	$ 35,045.00
				GRAND TOTAL	**$ 304,788.75**

The County of Monterey,
a political subdivision of the State of California,
on behalf of Natividad Medical Center,
an acute care teaching hospital
owned and operated by the county
Customer No.: 1080530
Solution Order No.: IWS-282514
MRA Contract No.: MA_201910027122
June 11, 2019

Exhibit 2

Solution Rider

Imaging, Workflow, and Care Solutions

1. **Definitions.**

   "Annual Exam Volume" or "AEV" means the total number of Exams performed by Customer within one year.

   "Exam" means either (a) means a unique number corresponding to an exam order (e.g. accession number) associated with at least one stored image, or (b) a complete procedure with a patient ID, a unique date and time, and a unique CHC procedure ID. All exams or procedures that meet the criteria in (a) or (b) are Exams, regardless of other factors such as order status or usage.

   "Licensed Volume" means the volume of the usage-based variable identified in the Solution Order.

   "Used Volume" means the volume of the usage-based variable used by Customer during the relevant period.

   "PACS" means any picture archiving and communications system.

   "Third-Party Software" means Software owned by a third party and licensed to Customer by CHC.

2. **Expanded Volume.** The Licensed Volume set forth in the Solution Order is shared by all Facilities identified on the Solution Order. The addition of Facilities to the Solution Order may require that the Customer purchase additional Licensed Volume, as well as additional Software, Services, and Equipment. CHC's initial invoice for the associated increase in any recurring Services fees will be pro-rated to the end of the current billing period. Upon payment of any additional Software license fees, Customer's license will be expanded to the higher Licensed Volume. CHC will not provide any credit or refund for Software license fees, Equipment fees, or Services fees based upon any decrease in usage.

3. **Annual Review.** Once per year, CHC may remotely access the Software to measure the Used Volume. If the Used Volume exceeds the Licensed Volume by more than 10%, Change Healthcare will invoice Customer for:

   a. Software license fees for the additional volume; and,

   b. the associated increase in any recurring Services fees.

4. **Implementation and Training Plan.** CHC will work with Customer to develop a mutually agreeable implementation and training schedule that takes into account the workload and the operational hours of each Facility.

Customer:	The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center	**Quoted On:**	June 7, 2019
Contract:	IWS-282514	**Quote Expiry Date:**	September 5, 2019
Customer No.:	1080530	**Quote Number:**	79811
Project:	12.4.1 Update with Server Refresh 2012 R2	**Initial CS:**	

Fees Summary

	One-Time Fees	Annual Recurring Fees
Software	79,623.16	24,625.15
Recurring Services		0.00
Third Party Software	59,080.00	11,882.50
Implementation & Education Services	88,912.50	
Equipment	27,288.37	1,857.60
GRAND TOTALS	**254,904.03**	**38,365.25**

A-1-1

Customer:	The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center	**Quoted On:**	June 7, 2019
Contract:	IWS-282514	**Quote Expiry Date:**	September 5, 2019
Customer No.:	1080530	**Quote Number:**	79811
Project:	12.4.1 Update with Server Refresh 2012 R2	**Initial CS:**	

Proposal Summary - All prices are stated in USD

One Time Fee Summary

Quote Ref.	Product	Software	Third Party Software	Equipment	Impl Services	Education Services	Third Party Services		Net Price
79811-1	Change Healthcare Radiology Solutions	79,623.16	25,660.00	25,362.27	68,812.50	3,150.00	13,200.00		215,807.93
79811-2	Radiology Test		7,420.00	1,926.10	3,750.00				13,096.10
79811-3	Nuance		26,000.00						26,000.00
79811-4	Imaging Analytics				0.00				0.00
The County of Monterey, A Political Subdivision of the State of California, on behalf of Natividad Medical Center Subtotal		79,623.16	59,080.00	27,288.37	72,562.50	3,150.00	13,200.00		254,904.03
									Total
Proposal List Price		227,494.75	59,080.00	29,030.18	96,750.00	4,200.00	13,200.00		429,754.93
Proposal Discount		147,871.59		1,741.81	24,187.50	1,050.00			
Discount %		65.00		6.00	25.00	25.00			
Proposal Net Total		**79,623.16**	**59,080.00**	**27,288.37**	**72,562.50**	**3,150.00**	**13,200.00**		**254,904.03**

Recurring Annual Fees Summary

Quote Ref.	Product	Software	Services	Third Party Software	Equipment		Net Price
79811-1	Change Healthcare Radiology Solutions	24,625.15		5,346.00	1,857.60		31,828.75
79811-2	Radiology Test			1,336.50			1,336.50
79811-3	Nuance			5,200.00			5,200.00
79811-4	Imaging Analytics		0.00				0.00
The County of Monterey, A Political Subdivision of the State of California, on behalf of Natividad Medical Center Subtotal		24,625.15	0.00	11,882.50	1,857.60		38,365.25
							Total
Proposal List Price		41,041.91	0.00	11,882.50	1,857.60		54,782.01
Proposal Discount		16,416.76					

***Pricing on this quote does NOT include any taxes or duties.**

Customer:	The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center	**Quoted On:**	June 7, 2019
Contract:	IWS-282514	**Quote Expiry Date:**	September 5, 2019
Customer No.:	1080530	**Quote Number:**	79811
Project:	12.4.1 Update with Server Refresh 2012 R2	**Initial CS:**	

Recurring Annual Fees Summary

Quote Ref.	Product	Software	Services	Third Party Software	Equipment		Net Price
	Discount %	40.00					
	Proposal Net Total	**24,625.15**	**0.00**	**11,882.50**	**1,857.60**		**38,365.25**

***Pricing on this quote does NOT include any taxes or duties.**

Customer:	The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center	**Quoted On:**	June 7, 2019
Contract:	IWS-282514	**Quote Expiry Date:**	September 5, 2019
Customer No.:	1080530	**Quote Number:**	79811
Project:	12.4.1 Update with Server Refresh 2012 R2	**Initial CS:**	

Proposal Notes

Change Healthcare Imaging Analytics for Radiology is provided at no charge to the Customer as part of a promotion in conjunction with the purchase of a Change Healthcare Radiology Solutions Upgrade or new system Change Healthcare Radiology Solutions

This contract requires IWS-224282 which includes additional effort which is required for this upgrade

Mammo Plus 2 with Tomo configuration and training was contracted in IWS-224282.

There is a separate datatility quote/contract that the customer will be purchasing, which is why there are no data move services included on this contract.

This quote includes upgrade to 12.4.1

Includes Server Refresh:
Virtual DB to replace PACSDB
Virtual App Server to replace PACSAPP
Virtual CRV Server to replace PACSCRV
Virtual Test Server
Virtual Care Continuance Server
Includes Oracle Uplift Licenses to Standard Edition 2 for Production, Test and Care Continuance
Includes Seamless Integration with Vitrea and implementation of servers below
Includes 1 VM Management Server for Prod and 1 physical application server for Prod (4 concurrent sessions)
Includes 1 VM Management Server for Test and 1 Virtual Application server for Test
Customer is responsible for providing all AV, SQL, MS CAL licenses for Vitrea servers
Includes training provided by Vitrea for all advanced functionality
Includes 1 day of training provided by Change Healthcare to rebuild hanging protocols associated with Vitrea

Storage is not included in this quote
Requires Archive which is not included in this quote.
Includes Change Healthcare Imaging Analytics for Radiology

The 18,571 exams being purchased are in addition to Customer's existing licenses of 71,429 (pending payment of last invoice of 26,429 exams).

Customer:	The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center	**Quoted On:**	June 7, 2019
Contract:	IWS-282514	**Quote Expiry Date:**	September 5, 2019
Customer No.:	1080530	**Quote Number:**	79811
Project:	12.4.1 Update with Server Refresh 2012 R2	**Initial CS:**	

Product Groupings

This section is intended to show additional detail about products that are intended to be grouped together based on functional components. For a complete pricing summary please refer to the Line Item Details section or Proposal Summary

The County of Monterey, A Political Subdivision of the State of California, on behalf of Natividad Medical Center

No	Qty	Part	SAP	Description	Unit List	Unit Net	Extended Net
Servers							
1	2	SER490	74045040	Change Healthcare Radiology Solutions DB/ Care Continuance/NSS Virtual Machine build services	3,000.00	2,250.00	4,500.00
2	2	SER495	74045041	Change Healthcare Radiology Solutions Application/CRV Server Virtual Machine build services	1,750.00	1,312.50	2,625.00
3	1	IMP340	74042303	Change Healthcare Radiology Solutions Test Server remote implementation services - Includes remote basic configuration services	2,000.00	1,500.00	1,500.00
4	1	SER496	74045042	Change Healthcare Radiology Solutions Test Server Virtual Machine build services	3,000.00	2,250.00	2,250.00
5	2	ORC301	72033303	Virtual License Uplift for Oracle SE2 and Diagnostics Pack for MR/CIR/CDE/MRM Primary, Care Continuance or Network Shelter Database - Limited to two virtual sockets or 2 physical sockets. Per instance.	12,830.00	12,830.00	25,660.00
6	1	ORC305	72033309	License including Oracle SE2 and Diagnostics Pack for Radiology Test Database - Limited to two virtual sockets or 2 physical sockets - per instance	7,420.00	7,420.00	7,420.00
7	1	NSU410V2K12R2	80011256	Change Healthcare Radiology Solutions Database Server - Virtual	1,981.42	1,862.53	1,862.53
8	1	SRV600V2K12R2	80011257	Change Healthcare Radiology Solutions Application Server - Virtual	1,983.38	1,864.38	1,864.38
9	1	SRV800V2K12R2	80011258	Change Healthcare Radiology Solutions Clinical Reference Viewer Server - Virtual	1,983.38	1,864.38	1,864.38
10	1	TST400V2K12R2	80011259	Change Healthcare Radiology Solutions Test Server - Virtual	1,983.38	1,864.38	1,864.38

Customer:	The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center	**Quoted On:**	June 7, 2019
Contract:	IWS-282514	**Quote Expiry Date:**	September 5, 2019
Customer No.:	1080530	**Quote Number:**	79811
Project:	12.4.1 Update with Server Refresh 2012 R2	**Initial CS:**	

The County of Monterey, A Political Subdivision of the State of California, on behalf of Natividad Medical Center							
No	Qty	Part	SAP	Description	Unit List	Unit Net	Extended Net
11	1	NSU100V2K12R2	80011255	Change Healthcare Radiology Solutions Integrated Server - up to 200,000 exams per year - Virtual	1,981.42	1,862.53	1,862.53
Vital Vitrea Education Units							
12	12	VIT7100	74028202	Vital U Education (1 Unit)	1,100.00	1,100.00	13,200.00
Miscellaneous							
12	158	IMP334	74042300	Change Healthcare Radiology Solutions Remote Implementation Services - hourly - Services to be scheduled during business hours	250.00	187.50	29,625.00
13	1	NIC018	75007490	Change Healthcare Radiology Solutions implementation consulting services - On-site base day	4,200.00	3,150.00	3,150.00
14	1	MAVE	72034084	Vitrea software license - Change Healthcare Radiology Solutions Advanced Visualization Core - Upgrade from previous Vitrea release. Requires Change Healthcare Radiology Solutions 12.4.1 or higher	0.00	0.00	0.00
15	1	SER288	74041267	Change Healthcare Radiology Solutions Care Continuance Server implementation services - does not include project management services	4,000.00	3,000.00	3,000.00
16	1	INS300	74051828	Change Healthcare Radiology Solutions Application Server configuration implementation services - Remote configuration of device	750.00	562.50	562.50
17	2	INS303	74051831	Change Healthcare Radiology Solutions Database configuration implementation services - Remote configuration of device	4,000.00	3,000.00	6,000.00
18	3	UPG037	74052115	Change Healthcare Radiology Solutions TE remote upgrade services - Remote Technical Engineering services for planning, PACS configuration, testing and activation of Change Healthcare Radiology Solutions production environment	5,000.00	3,750.00	11,250.00
19	3	UPG038	74052116	Change Healthcare Radiology Solutions PM remote project management upgrade	5,000.00	3,750.00	11,250.00

Customer:	The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center	**Quoted On:**	June 7, 2019
Contract:	IWS-282514	**Quote Expiry Date:**	September 5, 2019
Customer No.:	1080530	**Quote Number:**	79811
Project:	12.4.1 Update with Server Refresh 2012 R2	**Initial CS:**	

The County of Monterey, A Political Subdivision of the State of California, on behalf of Natividad Medical Center

No	Qty	Part	SAP	Description	Unit List	Unit Net	Extended Net
				services - General project management services to coordinate the upgrade			
20	18571	HMI100	72008731	Radiology Software License - includes DICOM image management workflow for Change Healthcare Radiology and Cardiology sources - per annual radiology Exam	12.25	4.29	79,623.16
21	40000	PS360EV-ADD-B01	72031554	Nuance PowerScribe 360 Site Add-on Exam Volume - No Data Integration - Tier B	0.65	0.65	26,000.00
22	1	MRA003	74054725	Change Healthcare Imaging Analytics for Radiology Core Module implementation services. Pricing available only when services delivered simultaneously with new Radiology PACS install or Radiology PACS server upgrade.	0.00	0.00	0.00
23	1	MRA000	74053072	Change Healthcare Imaging Analytics for Radiology Core subscription software license annual fee -per database connection	0.00	0.00	0.00
24	1	VIT215V2K12 R2	80012782	Vitrea Advanced One-User GPU-rendered Application Test Server - Virtual	65.66	61.72	61.72
25	2	VIT100V2K12 R2	80012395	Vitrea Advanced Management Server - Virtual	65.66	61.72	123.44
26	1	VIT200H2K12 R2	80012371	Vitrea Advanced Four-User Render Server - HPE	18,920.22	17,785.01	17,785.01

Customer:	The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center	**Quoted On:**	June 7, 2019
Contract:	IWS-282514	**Quote Expiry Date:**	September 5, 2019
Customer No.:	1080530	**Quote Number:**	79811
Project:	12.4.1 Update with Server Refresh 2012 R2	**Initial CS:**	

Line Item Details

The County of Monterey, A Political Subdivision of the State of California, on behalf of Natividad Medical Center — Change Healthcare Radiology Solutions — 79811-1							
No	Qty	Part	SAP/MNT	Description	Unit Net Price	Extended Net Price	Extended Net Recurring
		Software					
1	18571	HMI100	72008731 73012924	Radiology Software License - includes DICOM image management workflow for Change Healthcare Radiology and Cardiology sources - per annual radiology Exam	4.29	79,623.16	24,625.15
		Equipment					
2	1	NSU410V2K12R2	80011256 NA	Change Healthcare Radiology Solutions Database Server - Virtual	1,862.53	1,862.53	
3	1	SRV600V2K12R2	80011257 NA	Change Healthcare Radiology Solutions Application Server - Virtual	1,864.38	1,864.38	
4	1	SRV800V2K12R2	80011258 NA	Change Healthcare Radiology Solutions Clinical Reference Viewer Server - Virtual	1,864.38	1,864.38	
5	1	NSU100V2K12R2	80011255 NA	Change Healthcare Radiology Solutions Integrated Server - up to 200,000 exams per year - Virtual	1,862.53	1,862.53	
6	2	VIT100V2K12R2	80012395 NA	Vitrea Advanced Management Server - Virtual	61.72	123.44	
7	1	VIT200H2K12R2	80012371 82021103	Vitrea Advanced Four-User Render Server - HPE	17,785.01	17,785.01	1,857.60
				Subtotal Equipment :		25,362.27	1,857.60
		Third Party Software					
8	2	ORC301	72033303 73031573	Virtual License Uplift for Oracle SE2 and Diagnostics Pack for MR/CIR/CDE/MRM Primary, Care Continuance or Network Shelter Database - Limited to two virtual sockets or 2 physical sockets. Per instance.	12,830.00	25,660.00	5,346.00
9	1	MAVE	72034084 NA	Vitrea software license - Change Healthcare Radiology Solutions Advanced Visualization Core - Upgrade from previous Vitrea release. Requires Change Healthcare Radiology Solutions 12.4.1 or higher		0.00	
				Subtotal Third Party Software :		25,660.00	5,346.00
		Implementation Services					
10	2	SER490	74045040 NA	Change Healthcare Radiology Solutions DB/Care Continuance/NSS Virtual Machine build services	2,250.00	4,500.00	

Customer:	The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center	**Quoted On:**	June 7, 2019
Contract:	IWS-282514	**Quote Expiry Date:**	September 5, 2019
Customer No.:	1080530	**Quote Number:**	79811
Project:	12.4.1 Update with Server Refresh 2012 R2	**Initial CS:**	

The County of Monterey, A Political Subdivision of the State of California, on behalf of Natividad Medical Center — Change Healthcare Radiology Solutions — 79811-1							
No	Qty	Part	SAP/MNT	Description	Unit Net Price	Extended Net Price	Extended Net Recurring
11	2	SER495	74045041 NA	Change Healthcare Radiology Solutions Application/CRV Server Virtual Machine build services	1,312.50	2,625.00	
12	158	IMP334	74042300 NA	Change Healthcare Radiology Solutions Remote Implementation Services - hourly - Services to be scheduled during business hours	187.50	29,625.00	
13	1	SER288	74041267 NA	Change Healthcare Radiology Solutions Care Continuance Server implementation services - does not include project management services	3,000.00	3,000.00	
14	1	INS300	74051828 NA	Change Healthcare Radiology Solutions Application Server configuration implementation services - Remote configuration of device	562.50	562.50	
15	2	INS303	74051831 NA	Change Healthcare Radiology Solutions Database configuration implementation services - Remote configuration of device	3,000.00	6,000.00	
16	3	UPG037	74052115 NA	Change Healthcare Radiology Solutions TE remote upgrade services - Remote Technical Engineering services for planning, PACS configuration, testing and activation of Change Healthcare Radiology Solutions production environment	3,750.00	11,250.00	
17	3	UPG038	74052116 NA	Change Healthcare Radiology Solutions PM remote project management upgrade services - General project management services to coordinate the upgrade	3,750.00	11,250.00	
				Subtotal Implementation Services :		68,812.50	
		Education Services					
18	1	NIC018	75007490 NA	Change Healthcare Radiology Solutions implementation consulting services - On-site base day	3,150.00	3,150.00	
		Third Party Services					
19	12	VIT7100	74028202 NA	Vital U Education (1 Unit)	1,100.00	13,200.00	
				Total:		**215,807.93**	**31,828.75**

The pricing set forth in this proposal represents Change Healthcare's complete proposal for the Products and or Customer's Facilities set forth herein (the "Pricing Proposal"), regardless of other proposals made by Change Healthcare either simultaneously with this Pricing Proposal or otherwise regarding additional Products or Facilities that are not set forth herein.

Customer:	The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center	**Quoted On:**	June 7, 2019
Contract:	IWS-282514	**Quote Expiry Date:**	September 5, 2019
Customer No.:	1080530	**Quote Number:**	79811
Project:	12.4.1 Update with Server Refresh 2012 R2	**Initial CS:**	

Line Item Details (Cont'd)

The County of Monterey, A Political Subdivision of the State of California, on behalf of Natividad Medical Center — Radiology Test — 79811-2							
No	Qty	Part	SAP/MNT	Description	Unit Net Price	Extended Net Price	Extended Net Recurring
		Equipment					
1	1	TST400V2K12 R2	80011259 NA	Change Healthcare Radiology Solutions Test Server - Virtual	1,864.38	1,864.38	
2	1	VIT215V2K12 R2	80012782 NA	Vitrea Advanced One-User GPU-rendered Application Test Server - Virtual	61.72	61.72	
				Subtotal Equipment :		1,926.10	
		Third Party Software					
3	1	ORC305	72033309 73031594	License including Oracle SE2 and Diagnostics Pack for Radiology Test Database - Limited to two virtual sockets or 2 physical sockets - per instance	7,420.00	7,420.00	1,336.50
		Implementation Services					
4	1	IMP340	74042303 NA	Change Healthcare Radiology Solutions Test Server remote implementation services - Includes remote basic configuration services	1,500.00	1,500.00	
5	1	SER496	74045042 NA	Change Healthcare Radiology Solutions Test Server Virtual Machine build services	2,250.00	2,250.00	
				Subtotal Implementation Services :		3,750.00	
				Total:		**13,096.10**	**1,336.50**

The pricing set forth in this proposal represents Change Healthcare's complete proposal for the Products and or Customer's Facilities set forth herein (the "Pricing Proposal"), regardless of other proposals made by Change Healthcare either simultaneously with this Pricing Proposal or otherwise regarding additional Products or Facilities that are not set forth herein.

Customer:	The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center	**Quoted On:**	June 7, 2019
Contract:	IWS-282514	**Quote Expiry Date:**	September 5, 2019
Customer No.:	1080530	**Quote Number:**	79811
Project:	12.4.1 Update with Server Refresh 2012 R2	**Initial CS:**	

Line Item Details (Cont'd)

The County of Monterey, A Political Subdivision of the State of California, on behalf of Natividad Medical Center				Nuance			79811-3
No	Qty	Part	SAP/MNT	Description	Unit Net Price	Extended Net Price	Extended Net Recurring
		Third Party Software					
1	40000	PS360EV-ADD-B01	72031554 73030422	Nuance PowerScribe 360 Site Add-on Exam Volume - No Data Integration - Tier B	0.65	26,000.00	5,200.00
				Total:		**26,000.00**	**5,200.00**

The pricing set forth in this proposal represents Change Healthcare's complete proposal for the Products and or Customer's Facilities set forth herein (the "Pricing Proposal"), regardless of other proposals made by Change Healthcare either simultaneously with this Pricing Proposal or otherwise regarding additional Products or Facilities that are not set forth herein.

Customer:	The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center	**Quoted On:**	June 7, 2019
Contract:	IWS-282514	**Quote Expiry Date:**	September 5, 2019
Customer No.:	1080530	**Quote Number:**	79811
Project:	12.4.1 Update with Server Refresh 2012 R2	**Initial CS:**	

Line Item Details (Cont'd)

The County of Monterey, A Political Subdivision of the State of California, on behalf of Natividad Medical Center				Imaging Analytics			79811-4
No	Qty	Part	SAP/MNT	Description	Unit Net Price	Extended Net Price	Extended Net Recurring
		Implementation Services					
1	1	MRA003	74054725 NA	Change Healthcare Imaging Analytics for Radiology Core Module implementation services. Pricing available only when services delivered simultaneously with new Radiology PACS install or Radiology PACS server upgrade.		0.00	
		Recurring Services					
2	1	MRA000	74053072 NA	Change Healthcare Imaging Analytics for Radiology Core subscription software license annual fee -- per database connection			0.00
				Total:		**0.00**	**0.00**

The pricing set forth in this proposal represents Change Healthcare's complete proposal for the Products and or Customer's Facilities set forth herein (the "Pricing Proposal"), regardless of other proposals made by Change Healthcare either simultaneously with this Pricing Proposal or otherwise regarding additional Products or Facilities that are not set forth herein.

ADMINISTRATION :	
Sold To :	Ship To :
The County of Monterey, a political subdivision of the State of CA on behalf of Natividad Medical Ctr	The County of Monterey, a political subdivision of the state of California on behalf of Natividad Medical Center
1441 Constitution Blvd	1441 Constitution Blvd
Salinas, CA, 93906	Salinas, CA, 93906
Federal Tax ID No:94-6000524	Telephone: (831) 783-2716
	E-Mail: fitzgerald@natividad.com
Bill To:	Paid By:
The County of Monterey, a political subdivision of the State of CA on behalf of Natividad Medical Center	The County of Monterey, a political subdivision of the State of CA on behalf of Natividad Medical Ctr
1441 Constitution Blvd	1441 Constitution Blvd
Salinas, CA, 93906	Salinas, CA, 93906
PO Box	
Attention: Heidi Dormody	
Telephone: (831) 772-7660	
E-Mail: dormodyha@natividad.com	

CHANGE HEALTHCARE

The County of Monterey,
a political subdivision of the State of California,
on behalf of Natividad Medical Center,
an acute care teaching hospital
owned and operated by the County
Customer No.: 1080530
Solution Order No, IWS-229036
MRA Contract No.: MA_201910027122
June 11, 2019

Solution Order

This Solution Order to Master Relationship Agreement No. MA_201910027122, dated July 1, 2019 ("MRA"), is between Change Healthcare Technologies, LLC ("CHC") and the customer identified below ("Customer").

Change Healthcare Technologies, LLC

By: AARON GREEN

Name: Aaron Green

Title: GM Radiology

Date: 27-June-19

The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center, an acute care teaching hospital owned and operated by the County

By:

Name: Gary Cory

Title: CEO

Date: 7/25/19

General Terms

1. **Customer Purchase Orders**. CHC will include Customer's purchase order number on invoices if provided by Customer on or before the SO Effective Date. Failure to provide CHC with a purchase order number will not relieve Customer of any obligation under this Solution Order. Terms on or attached to a Customer purchase order will have no effect.

2. **No Warranty of Future Functionality**. CHC makes no warranty or commitment regarding any functionality not Generally Available as of the SO Effective Date for any of the Products or Services provided under this Solution Order, and Customer has not relied on the availability of any future version of the Products or Services or any other future offering from CHC in its decision to execute this Solution Order. "Generally Available" means available as a non-development product, licensed by CHC in the general commercial marketplace.

EXHIBIT 1

SOLUTIONS AND PRICING

1. **SOLUTION QUOTE:** See Pricing in following pages.

2. **PAYMENT SCHEDULE:**

   2.1. **Software:** Not applicable.

   2.2. **Software Maintenance and Support and Managed Services:** Software Maintenance and Support and Managed Services fees will be invoiced on July 1, 2019. Subsequent annual fees will be invoiced on each anniversary of the billing period start date.

   2.3. **Equipment:** 100% will be invoiced on delivery to Customer.

3. **FACILITIES:**

Customer No.	Data Center Facility	Full Address
1010301	The County of Monterey, A Political Subdivision of the State of California, on behalf of Natividad Medical Center	1441 Constitution Boulevard, Salinas, CA 93906

Customer No.	Facility	Full Address
1010301	The County of Monterey, A Political Subdivision of the State of California, on behalf of Natividad Medical Center	1441 Constitution Boulevard, Salinas, CA 93906

Exhibit 2

Solution Rider

Imaging, Workflow, and Care Solutions

1. **Definitions.**

   "Annual Exam Volume" or "AEV" means the total number of Exams performed by Customer within one year.

   "Exam" means either (a) means a unique number corresponding to an exam order (e.g. accession number) associated with at least one stored image, or (b) a complete procedure with a patient ID, a unique date and time, and a unique CHC procedure ID. All exams or procedures that meet the criteria in (a) or (b) are Exams, regardless of other factors such as order status or usage.

   "Licensed Volume" means the volume of the usage-based variable identified in the Solution Order.

   "Used Volume" means the volume of the usage-based variable used by Customer during the relevant period.

   "PACS" means any picture archiving and communications system.

2. **Expanded Volume.** The Licensed Volume set forth in the Solution Order is shared by all Facilities identified on the Solution Order. The addition of Facilities to the Solution Order may require that the Customer purchase additional Licensed Volume, as well as additional Software, Services, and Equipment. CHC's initial invoice for the associated increase in any recurring Services fees will be pro-rated to the end of the current billing period. Upon payment of any additional Software license fees, Customer's license will be expanded to the higher Licensed Volume. CHC will not provide any credit or refund for Software license fees, Equipment fees, or Services fees based upon any decrease in usage.

3. **Annual Review.** Once per year, CHC may remotely access the Software to measure the Used Volume. If the Used Volume exceeds the Licensed Volume by more than 10%, Change Healthcare will invoice Customer for:

   a. Software license fees for the additional volume; and,

   b. the associated increase in any recurring Services fees.

4. **Change Healthcare Workflow Intelligence.**

4.1. **Connectivity.** CHC does not support any third party PACS products. CHC will have no liability for any disruption to Customer's access to its PACS or any impairment to the operation or functionality of the Change Healthcare Workflow Intelligence Software resulting from a third party's PACS integration efforts. If Customer intends to utilize the Change Healthcare Workflow Intelligence Software in conjunction with a PACS acquired from a third party, then Customer will:

a. notify the appropriate third party PACS database owner that Customer has authorized CHC to perform integration services; and

b. ensure that the third party PACS vendor provides integration capabilities in accordance with CHC's specifications.

4.2. **Managed Services for Change Healthcare Workflow Intelligence.** Managed Services for Change Healthcare Workflow Intelligence consists of Implementation Services, consulting services, custom configuration and on-going modification services, superuser training, report customization, and maintenance services for any applicable Equipment provided by CHC for the Change Healthcare Workflow Intelligence solutions identified in the Solution Order ("Managed Services").

4.3. **Software Maintenance and Support Required**. An active term for Software Maintenance and Support for Change Healthcare Workflow Intelligence Software is required for Customer to be eligible to receive Managed Services from CHC. Upon any termination or expiration of Software Maintenance and Support for Change Healthcare Workflow Intelligence Software, CHC's obligation to provide and Customer's right to receive Managed Services will automatically terminate. No refunds or credits will be due in the event of an early termination by Customer.

Customer:	The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center	**Quoted On:**	June 3, 2019
Contract:	IWS-229036	**Quote Expiry Date:**	September 1, 2019
Customer No.:	1080530	**Quote Number:**	79661
Project:	Workflow Intelligence	**Initial CS:**	

Fees Summary

	One-Time Fees	Annual Recurring Fees
Recurring Services		28,501.90
Software	0.00	6,270.00
Equipment	597.90	
GRAND TOTALS	**597.90**	**34,771.90**

A-1-1

Customer:	The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center	**Quoted On:**	June 3, 2019
Contract:	IWS-229036	**Quote Expiry Date:**	September 1, 2019
Customer No.:	1080530	**Quote Number:**	79661
Project:	Workflow Intelligence	**Initial CS:**	

Proposal Summary - All prices are stated in USD

One Time Fee Summary

Quote Ref.	Product	Software	Equipment		Net Price
79661-1	Change Healthcare Workflow Intelligence	0.00	597.90		597.90
The County of Monterey, A Political Subdivision of the State of California, on behalf of Natividad Medical Center Subtotal		0.00	597.90		597.90
					Total
	Proposal List Price	0.00	597.90		597.90
	Proposal Net Total	**0.00**	**597.90**		**597.90**

Recurring Annual Fees Summary

Quote Ref.	Product	Software	Services			Net Price
79661-1	Change Healthcare Workflow Intelligence	6,270.00	28,501.90			34,771.90
The County of Monterey, A Political Subdivision of the State of California, on behalf of Natividad Medical Center Subtotal		6,270.00	28,501.90			34,771.90
						Total
	Proposal List Price	6,600.00	30,002.00			36,602.00
	Proposal Discount	330.00	1,500.10			
	Discount %	5.00	5.00			
	Proposal Net Total	**6,270.00**	**28,501.90**			**34,771.90**

***Pricing on this quote does NOT include any taxes or duties.**

Customer:	The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center	**Quoted On:**	June 3, 2019
Contract:	IWS-229036	**Quote Expiry Date:**	September 1, 2019
Customer No.:	1080530	**Quote Number:**	79661
Project:	Workflow Intelligence	**Initial CS:**	

Proposal Notes

Includes renewal for 3 workflows
Includes new VM Server for Workflow Intelligence (Windows Server 2016 R2) Prod and Test

Customer to provide AV and SQL Licenses

Customer:	The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center	**Quoted On:**	June 3, 2019
Contract:	IWS-229036	**Quote Expiry Date:**	September 1, 2019
Customer No.:	1080530	**Quote Number:**	79661
Project:	Workflow Intelligence	**Initial CS:**	

Product Groupings

This section is intended to show additional detail about products that are intended to be grouped together based on functional components. For a complete pricing summary please refer to the Line Item Details section or Proposal Summary

The County of Monterey, A Political Subdivision of the State of California, on behalf of Natividad Medical Center							
No	Qty	Part	SAP	Description	Unit List	Unit Net	Extended Net
Service Spaces							
1	1	PVU-RQI-TQI	74044984	Change Healthcare Workflow Intelligence Radiology Workflow Solution - Technologist Review - Change Healthcare Workflow Intelligence Initiated - Bundled	0.00	0.00	0.00
2	1	PVU-RAV-PR	74044978	Change Healthcare Workflow Intelligence Radiology Workflow Solution - Radiologist Peer Review - Advanced - Bundled	0.00	0.00	0.00
3	1	PVU-RAV-ED	74044973	Change Healthcare Workflow Intelligence Radiology Workflow Solution - Radiology-ED Communication - Advanced - Bundled	0.00	0.00	0.00
4	1	CWI-SWR-150	72030316	Reuse Existing Software license for Change Healthcare Workflow Intelligence Software - Full License - Up to 150,000 Annual Exam Volume - includes 1 test software license, 1 PACS integration and 1 HL7 inbound interface	0.00	0.00	0.00
5	1	PVU-3SB-150	74040662	Change Healthcare Workflow Intelligence Managed Services Bundle - 3 Workflow Bundle - Up to 150,000 Annual Exam Volume - The workflows included in this bundle are listed below	18,712.00	17,776.40	17,776.40
Miscellaneous							
1	1	PVU-1UI-075	74044994	Change Healthcare Workflow Intelligence Managed Services - User Initiated - Up to 75,000 Annual Exam Volume - The workflow included in this bundle is listed below	5,063.00	4,809.85	4,809.85
2	1	PVU-1UI-150	74044995	Change Healthcare Workflow Intelligence Managed Services - User Initiated - Up to 150,000 Annual Exam Volume - The workflow included in this bundle is listed below	6,227.00	5,915.65	5,915.65

Customer:	The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center	**Quoted On:**	June 3, 2019
Contract:	IWS-229036	**Quote Expiry Date:**	September 1, 2019
Customer No.:	1080530	**Quote Number:**	79661
Project:	Workflow Intelligence	**Initial CS:**	

The County of Monterey, A Political Subdivision of the State of California, on behalf of Natividad Medical Center

No	Qty	Part	SAP	Description	Unit List	Unit Net	Extended Net
3	2	CWI100V2K16	80013175	Change Healthcare Workflow Intelligence Quality Workflow Small All-in- One Server - up to 200,000 APV - Virtual	298.95	298.95	597.90

Customer:	The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center	**Quoted On:**	June 3, 2019
Contract:	IWS-229036	**Quote Expiry Date:**	September 1, 2019
Customer No.:	1080530	**Quote Number:**	79661
Project:	Workflow Intelligence	**Initial CS:**	

Line Item Details

The County of Monterey, A Political Subdivision of the State of California, on behalf of Natividad Medical Center — Change Healthcare Workflow Intelligence — 79661-1							
No	Qty	Part	SAP/MNT	Description	Unit Net Price	Extended Net Price	Extended Net Recurring
		Software					
1	1	CWI-SWR-150	72030316 73027895	Reuse Existing Software license for Change Healthcare Workflow Intelligence Software - Full License - Up to 150,000 Annual Exam Volume - includes 1 test software license, 1 PACS integration and 1 HL7 inbound interface		0.00	6,270.00
		Equipment					
2	2	CWI100V2K16	80013175 NA	Change Healthcare Workflow Intelligence Quality Workflow Small All-in- One Server - up to 200,000 APV - Virtual	298.95	597.90	
		Recurring Services					
3	1	PVU-3SB-150	74040662 NA	Change Healthcare Workflow Intelligence Managed Services Bundle - 3 Workflow Bundle - Up to 150,000 Annual Exam Volume - The workflows included in this bundle are listed below	17,776.40		17,776.40
4	1	PVU-1UI-075	74044994 NA	Change Healthcare Workflow Intelligence Managed Services - User Initiated - Up to 75,000 Annual Exam Volume - The workflow included in this bundle is listed below	4,809.85		4,809.85
5	1	PVU-1UI-150	74044995 NA	Change Healthcare Workflow Intelligence Managed Services - User Initiated - Up to 150,000 Annual Exam Volume - The workflow included in this bundle is listed below	5,915.65		5,915.65
				Subtotal Recurring Services :		28,501.90	
		Managed Services Spaces					
6	1	PVU-RQI-TQI	74044984 NA	Change Healthcare Workflow Intelligence Radiology Workflow Solution - Technologist Review - Change Healthcare Workflow Intelligence Initiated - Bundled		0.00	
7	1	PVU-RAV-PR	74044978 NA	Change Healthcare Workflow Intelligence Radiology Workflow Solution - Radiologist Peer Review - Advanced - Bundled		0.00	
8	1	PVU-RAV-ED	74044973 NA	Change Healthcare Workflow Intelligence Radiology Workflow Solution - Radiology-ED Communication - Advanced - Bundled		0.00	
				Subtotal Managed Services Spaces :		0.00	

Customer:	The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center	**Quoted On:**	June 3, 2019
Contract:	IWS-229036	**Quote Expiry Date:**	September 1, 2019
Customer No.:	1080530	**Quote Number:**	79661
Project:	Workflow Intelligence	**Initial CS:**	

The County of Monterey, A Political Subdivision of the State of California, on behalf of Natividad Medical Center				Change Healthcare Workflow Intelligence			79661-1
No	Qty	Part	SAP/MNT	Description	Unit Net Price	Extended Net Price	Extended Net Recurring
				Total:		**597.90**	**34,771.90**

The pricing set forth in this proposal represents Change Healthcare's complete proposal for the Products and or Customer's Facilities set forth herein (the "Pricing Proposal"), regardless of other proposals made by Change Healthcare either simultaneously with this Pricing Proposal or otherwise regarding additional Products or Facilities that are not set forth herein.

ADMINISTRATION :	
Sold To :	Ship To :
The County of Monterey, a political subdivision of the State of CA on behalf of Natividad Medical Ctr	The County of Monterey, a political subdivision of the state of California on behalf of Natividad Medical Center
1441 Constitution Blvd	1441 Constitution Blvd
Salinas, CA, 93906	Salinas, CA, 93906
Federal Tax ID No:94-6000524	Telephone: (831) 783-2716
	E-Mail: fitzgerald@natividad.com
Bill To:	Paid By:
The County of Monterey, a political subdivision of the State of CA on behalf of Natividad Medical Center	The County of Monterey, a political subdivision of the State of CA on behalf of Natividad Medical Ctr
1441 Constitution Blvd	1441 Constitution Blvd
Salinas, CA, 93906	Salinas, CA, 93906
PO Box	
Attention: Heidi Dormody	
Telephone: (831) 772-7660	
E-Mail: dormodyha@natividad.com	

CHANGE HEALTHCARE

The County of Monterey,
a political subdivision of the State of California,
on behalf of Natividad Medical Center,
an acute care teaching hospital
owned and operated by the County
Customer No.: 1080530
Solution Order No.: IWS-276734
MRA Contract No.: MA_201910027122
May 30, 2019

Solution Order

This Solution Order to Master Relationship Agreement No. 201910027122, dated July 1, 2019 ("MRA"), is between Change Healthcare Technologies, LLC ("CHC") and the customer identified below ("Customer").

Change Healthcare Technologies, LLC

By: AARON GREEN

Name: Aaron Green

Title: GM Radiology

Date: 27- June-19

The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center, an acute care teaching hospital owned and operated by the County

By: _____

Name: Gary Cory

Title: CEO

Date: 7/03/19

General Terms

1. **Term.** The initial term will commence on July 1, 2019 and end on June 30, 2024 ("Datatility Term"). Following the Initial term above, Customer may, in its discretion, renew this Order for up to two additional one year terms by providing written notice to CHC at least forty five days (45) prior to expiration of the then pending term.

2. **Effect of Expiration.** Upon the expiration of the Datatility Term, Change Healthcare shall cease to provide the Datatility Services, and Customer shall pay Change Healthcare all outstanding fees owed.

3. **Customer Purchase Orders.** CHC will include Customer's purchase order number on invoices if provided by Customer on or before the SO Effective Date. Failure to provide CHC with a purchase order number will not relieve Customer of any obligation under this Solution Order. Terms on or attached to a Customer purchase order will have no effect.

4. **No Warranty of Future Functionality.** CHC makes no warranty or commitment regarding any functionality not Generally Available as of the SO Effective Date for any of the Products or Services provided under this Solution Order, and Customer has not relied on the availability of any future version of the Products or Services or any other future offering from CHC in its decision to execute this Solution Order. "Generally Available" means available as a non-development product, licensed by CHC in the general commercial marketplace

EXHIBIT 1

SOLUTIONS AND PRICING

1. **SOLUTION** PRICING: See Pricing in following pages.

2. **PAYMENT SCHEDULE:**

   2.1. **Implementation and Education Services:** 100% due upon the SO Effective Date

   2.2. **Hosted Storage Monthly Fees and Recurring Services Fees:** Monthly storage fees will be invoiced each month during the Term beginning on Equipment delivery.

3. **FACILITIES:**

Customer No.	Facility	Full Address
1080530	The County of Monterey, a political subdivision of the State of California on behalf of Natividad Medical Center	1441 Constitution Boulevard Salinas, CA 93906

Exhibit 2

Solution Rider

Datatility

1. **Provision of Services**. The hosted long-term archive and disaster recovery services identified in this Solution Order are hosted and provided by CHC's business partner, Datatility, LLC.

2. **CHC-Owned Equipment**.

   2.1. Any equipment provided by CHC ("Equipment") will remain the property of CHC. Customer will install and use the Equipment in accordance with any reasonable written instructions provided by CHC and will maintain the Equipment in the same condition as originally provided by CHC, except for normal wear and tear.

   2.2. Customer assumes the entire risk of loss of the Equipment while it is in Customer's possession. Customer will be liable to Change Healthcare for the full replacement value of the Equipment in the event of theft, loss, or damage. Change Healthcare may replace any of the Equipment for maintenance or other service related purposes, with prior written notice to Customer.

   2.3. If Customer does not return the Equipment upon replacement for maintenance purposes or upon termination of this Solution Order, Customer will pay CHC any applicable lost/damaged equipment fees at CHC's then-current rates.

Customer:	The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center	**Quoted On:**	June 10, 2019
Contract:	IWS-276734	**Quote Expiry Date:**	September 8, 2019
Customer No.:	1080530	**Quote Number:**	80042
Project:	Natividad - Datatility Flat Storage Add On	**Initial CS:**	

Fees Summary

	One-Time Fees	Recurring Fees
Implementation & Education Services	14,285.72	
GRAND TOTALS	**14,285.72**	**2,766.40**

Hosted Storage Service pricing

The Hosted Storage Service fee is based on the storage utilized per month.

SAP Part	Description	Price per GB	Price per TB
74053445	IT Solutions Hosted Storage Datatility - Hydra Archive Storage Services TB/ Month	0.07	71.68

Licensing for 200TB of storage is included in the base monthly Hosted Storage Service Fee. Data volume above 200TB will require additional licensing fees, billed monthly in 100TB tiers.

SAP Part	Description	Price per Additional 100 TB
74055591	IT Solutions Hosted Storage - Additional 100TB Cloud Storage License for Primary Cloud Controller Appliance - 60 month	660.80

Current data storage assumptions

The following are the assumptions regarding your current data storage profile and anticipated volume growth. The numbers are based on actual volumes in your current Change Healthcare imaging environment(s) and information provided by the customer on data generated in a non-Change Healthcare environment(s).

Source	Legacy Volume (TB)	Annual data volume last year (TB)
Change Healthcare Radiology Solutions	22.3 (TB)	4.3 (TB)
Change Healthcare Cardiology	9.3 (TB)	2.1 (TB)
Other	0.0 (TB)	0.0 (TB)
Total Volume Requirements	31.6 (TB)	6.4 (TB)
Size of annual data added is assumed to increase annually at:		5.0 (%)

The legacy volume will be moved to the Hosted Storage. Data move services are only included for Change Healthcare Radiology Solutions and Change Healthcare Cardiology applications. Other applications may require separately quoted migration services.

Customer:	The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center	**Quoted On:**	June 10, 2019
Contract:	IWS-276734	**Quote Expiry Date:**	September 8, 2019
Customer No.:	1080530	**Quote Number:**	80042
Project:	Natividad - Datatility Flat Storage Add On	**Initial CS:**	

Proposal Summary - All prices are stated in USD

One Time Fee Summary

Quote Ref.	Product	Third Party Services	Net Price
80042-1	Hosted Storage	14,285.72	14,285.72
The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center Subtotal		14,285.72	14,285.72
			Total
Proposal List Price		14,285.72	14,285.72
Proposal Net Total		**14,285.72**	**14,285.72**

Recurring Monthly Fees

Quote Ref.	Product	Recurring Monthly Services		Net Price
80042-1	Hosted Storage	2,766.40		2,766.40
The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center Subtotal		2,766.40		2,766.40
			Total	
Proposal List Price		2,766.40		2,766.40
Proposal Net Total		**2,766.40**		**2,766.40**

***Pricing on this quote does NOT include any taxes or duties.**

Customer:	The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center	**Quoted On:**	June 10, 2019
Contract:	IWS-276734	**Quote Expiry Date:**	September 8, 2019
Customer No.:	1080530	**Quote Number:**	80042
Project:	Natividad - Datatility Flat Storage Add On	**Initial CS:**	

Proposal Notes

This quote assumes an internet bandwidth availability to this solution of 50 Mbps consistently throughout peak operating days / times.

Customer:	The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center	**Quoted On:**	June 10, 2019
Contract:	IWS-276734	**Quote Expiry Date:**	September 8, 2019
Customer No.:	1080530	**Quote Number:**	80042
Project:	Natividad - Datatility Flat Storage Add On	**Initial CS:**	

Product Groupings

This section is intended to show additional detail about products that are intended to be grouped together based on functional components. For a complete pricing summary please refer to the Line Item Details section or Proposal Summary

The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center							
No	Qty	Part	SAP	Description	Unit List	Unit Net	Extended Net
Datatility							
1	1	DTL009	74053470	Hosted Storage - Datatility Base Implementation Services/Setup	10,000.00	10,000.00	10,000.00
2	2	DTL015	74053706	Hosted Storage - Datatility Additional Implementation Services/Setup for Datatility Supplied Physical Gateway	2,142.86	2,142.86	4,285.72
3	1	APP16.0-2019-60	74055566	IT Services Hosted Storage - Primary Physical Cloud Controller 16 TB Appliance, Includes Software and 200TB License - 60 month	1,901.20	1,901.20	1,901.20
4	1		74055576	IT Services Hosted Storage - Secondary Physical Cloud Controller 8 TB Appliance, Includes Software and 200TB License - 60 month	865.20	865.20	865.20

Customer:	The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center	**Quoted On:**	June 10, 2019
Contract:	IWS-276734	**Quote Expiry Date:**	September 8, 2019
Customer No.:	1080530	**Quote Number:**	80042
Project:	Natividad - Datatility Flat Storage Add On	**Initial CS:**	

Line Item Details

The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center — Hosted Storage — 80042-1							
No	Qty	Part	SAP/MNT	Description	Unit Net Price	Extended Net Price	Extended Net Recurring
		Third Party Services					
1	1	DTL009	74053470 NA	Hosted Storage - Datatility Base Implementation Services/Setup	10,000.00	10,000.00	
2	2	DTL015	74053706 NA	Hosted Storage - Datatility Additional Implementation Services/Setup for Datatility Supplied Physical Gateway	2,142.86	4,285.72	
				Subtotal Third Party Services :		14,285.72	
		Recurring Monthly Services					
3	1	APP16.0-2019-60	74055566 NA	IT Services Hosted Storage - Primary Physical Cloud Controller 16 TB Appliance, Includes Software and 200TB License - 60 month			1,901.20
4	1		74055576 NA	IT Services Hosted Storage - Secondary Physical Cloud Controller 8 TB Appliance, Includes Software and 200TB License - 60 month			865.20
				Subtotal Recurring Monthly Services :			2,766.40
				Total:		**14,285.72**	**2,766.40**

The pricing set forth in this proposal represents Change Healthcare's complete proposal for the Products and or Customer's Facilities set forth herein (the "Pricing Proposal"), regardless of other proposals made by Change Healthcare either simultaneously with this Pricing Proposal or otherwise regarding additional Products or Facilities that are not set forth herein.

Customer:	The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center	**Quoted On:**	June 10, 2019
Contract:	IWS-276734	**Quote Expiry Date:**	September 8, 2019
Customer No.:	1080530	**Quote Number:**	80042
Project:	Natividad - Datatility Flat Storage Add On	**Initial CS:**	

Hosted Storage Service Fee Annual Estimates - based on Anticipated Volumes over Term length

Hosted Storage Service fee annual	**Term length: 5 years**	
The estimated fees are based on the estimated/anticipated storage volume over the 5-year Term. Storage costs will differ based on actual storage volumes, and will be calculated as per the payment terms in Part III – Facilities and Payment Schedule Section.		
Contract Year	Volume under Management	Fees
Year 1	37.76 TB	75,047.78
Year 2	44.82 TB	68,963.97
Year 3	52.22 TB	75,197.64
Year 4	60.0 TB	81,742.99
Year 5	68.17 TB	88,615.60
Estimated Total Fees for **Five Years**		389,567.98

ADMINISTRATION :	
Sold To :	Ship To :
The County of Monterey, a political subdivision of the State of CA on behalf of Natividad Medical Ctr	The County of Monterey, A Political Subdivision of the State of CA on behalf of Natividad Medical
1441 Constitution Blvd	1441 Constitution Blvd
Salinas, CA, 93906	Salinas, CA, 93906
Federal Tax ID No:94-6000524	Telephone: (831) 783-2716
	E-Mail: fitzgerald@natividad.com
Bill To:	Paid By:
The County of Monterey, A Political Subdivision of the State of CA on behalf of Natividad Medical	The County of Monterey, a political subdivision of the State of CA on behalf of Natividad Medical Ctr
1441 Constitution Blvd	1441 Constitution Blvd
Salinas, CA, 93906	Salinas, CA, 93906
PO Box	
Attention: Heidi Dormody	
Telephone: (831) 772-7660	
E-Mail: dormodyha@natividad.com	

CHANGE HEALTHCARE

The County of Monterey, a political subdivision of the State of CA, on behalf of Natividad Medical Center, an acute care teaching hospital owned and operated by the county
Customer No.: 1010301
Solution Order No.: 33663
Quote No.: 164085
June 27, 2019

Solution Order

This Solution Order to Master Relationship Agreement No. 201910027122, dated July 1, 2019, ("MRA"), is between Change Healthcare Technologies, LLC ("CHC") and the customer identified below ("Customer").

Change Healthcare Technologies, LLC

By: JoAnna Shore

Name: JoAnna Shore

Title: Area Vice President

Date: June 27, 2019

The County of Monterey, a political subdivision of the State of CA, on behalf of Natividad Medical Center, an acute care teaching hospital owned and operated by the county

By: _____

Name: Gary Gray

Title: CEO

Date: 7/23/19

AB
Director
Dep CCO
7-15-19

Reviewed as to fiscal provisions
Auditor-Controller
County of Monterey 7-15-19

Sold To:	**Bill To:**
The County of Monterey, a political subdivision of the State of CA, on behalf of Natividad Medical Center, an acute care teaching hospital owned and operated by the county	The County of Monterey, a political subdivision of the State of CA, on behalf of Natividad Medical Center, an acute care teaching hospital owned and operated by the county
1441 Constitution Boulevard	1441 Constitution Boulevard
Salinas, CA	Salinas, CA
	Attention: Karen Friedrich, Director, Case Management
	Telephone: (831) 772-7497
	E-mail: FriedrichK@natividad.com
Tax Status:	
Taxable: ☒ Yes ☐ No	
Ship To:**	
See Facility information on Exhibit 1.	**If Customer is not tax-exempt, taxes will be based on the state Customer provides in the "Ship To" section of this Solution Order.
Download Central Administrator:	**Customer IRR Administrator:**
Sharon Fiola, Interim Case Management Director	Karen Friedrich, Director, Case Management
E-mail: FiolaS@natividad.com	E-mail: FriedrichK@natividad.com

General Terms

1. **Term.** The initial term of this Solution Order begins on July 1, 2019, and ends on June 30, 2024 (the "Initial Term"). Following the Initial term above, Customer may, in its discretion, renew this Order for up to two additional one year terms by providing written notice to CHC at least forty five days (45) prior to expiration of the then pending term.

2. **Customer Purchase Orders.** CHC will include Customer's purchase order number on invoices if provided by Customer on or before the SO Effective Date. Failure to provide CHC with a purchase order number will not relieve Customer of any obligation under this Solution Order. Terms on or attached to a Customer purchase order will have no effect.

3. **No Warranty of Future Functionality.** CHC makes no warranty or commitment regarding any functionality not Generally Available as of the SO Effective Date for any of the Products or Services provided under this Solution Order, and Customer has not relied on the availability of any future version of the Products or Services or any other future offering from CHC in its decision to execute this Solution Order. "Generally Available" means available as a non-development product, licensed by CHC in the general commercial marketplace.

4. **Termination of Prior Agreements.** The parties acknowledge and agree that on July 1, 2019 this Solution Order effectively terminates and replaces the following agreements by and between Customer and CHC, including all amendments and attachments thereto (collectively, the "Terminated Agreements"):

    a) Order Form No. 20559, dated as of May 15, 2014; and
    b) Order Form No. 25461, dated January 14, 2015.

    All rights and obligations of each party under the Terminated Agreements shall be superseded by such party's respective rights and obligations described in the MRA and this Solution Order. Each party represents that it has the requisite authority to effectuate termination of the Terminated Agreements.

EXHIBIT 1

SOLUTIONS AND PRICING

1. **SOLUTION TABLE**

Solution Name	Solution Type	Solution Rider	Third Party Solution
InterQual® Acute Adult Criteria	Clinical Content	Exhibit 2	
InterQual® Acute Pediatric Criteria	Clinical Content	Exhibit 2	
InterQual® Acute Rehabilitation Criteria	Clinical Content	Exhibit 2	
InterQual® Acute Adult and Geriatric Psychiatry Criteria	Clinical Content	Exhibit 2	
InterQual® Acute Behavioral Health Procedures Criteria	Clinical Content	Exhibit 2	
InterQual® Retrospective Monitoring Criteria	Clinical Content	Exhibit 2	
InterQual® Learning Basics	Subscription Services	N/A	
InterQual® Interrater Reliability Standard Tests	Subscription Services	Exhibit 2	
InterQual® Review Manager (Non-Production)	Subscription Services	Exhibit 2	
InterQual® Review Manager (SQL)	Subscription Services	Exhibit 2	
InterQual® View (Included)	Software - Term	N/A	
InterQual® View (SQL)	Software - Term	N/A	
AMA CPT Codes IQ	Clinical Content	N/A	X
Oracle JRE	Clinical Content	N/A	X
Oracle OJDBC6 (v11) Driver	Clinical Content	N/A	X
Orion – Symphonia HL7 Interface Enabler	Clinical Content	N/A	X
SAP – Business Objects Crystal Reports – 2008 Runtime	Clinical Content	N/A	X

2. **USAGE METRICS:**

2.1 "Beds" means the number of hospital beds regularly maintained (set up and staffed for use) for inpatients by Customer or a Facility.

2.2 The number of Beds set forth in this Sales Order are not subject to decrease.

3. **PAYMENT SCHEDULE:**

3.1. **Software – Term and Subscription Services:** License fees due annually as set forth below.

$29,735.45*	due on July 1, 2019	Such Fee includes a 15% discount.
$29,735.45*	due on July 1, 2020	Such Fee includes a 15% discount.
$29,735.45*	due on July 1, 2021	Such Fee includes a 15% discount.
$29,735.45*	due on July 1, 2022	Such Fee includes a 15% discount.
$29,735.45*	due on July 1, 2023	Such Fee includes a 15% discount.

*Plus additional taxes.

[FACILITY LISTED ON FOLLOWING PAGE]

4. **FACILITY:**

Facility
The County of Monterey, A Political Subdivision of the State of CA, on behalf of Natividad Med Ctr
1441 Constitution Boulevard
Salinas, CA 93906

Attn: Karen Friedrich, Director, Case Management
Tel: +1 (831) 772-7497
E-Mail: FriedrichK@natividad.com

	Size / Type	Users	No. of Copies
InterQual® Clinical Content			
InterQual® Acute Adult Criteria	123 / Beds	0	
InterQual® Acute Pediatric Criteria	123 / Beds	0	
InterQual® Acute Rehabilitation Criteria	10 / Beds	0	
InterQual® Adult and Geriatric Psychiatry Criteria	22 / Beds	0	
InterQual® Behavioral Health Procedures Criteria	123 / Beds	0	
InterQual® Retrospective Monitoring Criteria	123 / Beds	0	
Software			
InterQual Learning Basics	123 / Beds	0	
InterQual® Interrater Reliability Standard Tests	123 / Beds	0	
InterQual® Review Manager (Non-Production)	123 / Beds	0	
InterQual® Review Manager (SQL)	123 / Beds	0	
InterQual® View (Included)	123 / Beds	0	
InterQual® View (SQL)	123 / Beds	0	
3rd Party			
AMA CPT Codes IQ	123 / Beds	0	
Oracle - JRE	123 / Beds	0	
Oracle OJDBC6 (v11) Driver	123 / Beds	0	
Orion - Symphonia HL7 Interface Enabler	123 / Beds	0	
SAP - Business Objects Crystal Reports – 2008 Runtime	123 / Beds	0	

Exhibit 2

Solution Rider

Decision Support

This Decision Support Solution Rider is a part of, and incorporated into, the Solution Order to which it is attached and contains terms and conditions that are applicable to certain InterQual Products as identified in the Solution Order.

1. CLINICAL CONTENT

1.1 "Clinical Content" means medical or clinical information such as terminology, vocabularies, decision support rules, alerts, drug interaction knowledge, care pathway knowledge, standard ranges of normal or expected result values, and any other clinical content or rules provided to Customer under a Solution Order together with any related Documentation and Upgrades. Depending on the intended usage, Clinical Content may be provided in either paper or electronic formats. Clinical Content may be either (i) owned by CHC, or (ii) Third Party Clinical Content.

1.2 Applicable Clinical Content License. Clinical Content may only be accessed and used through certain licensed Software or purchased Subscription Services. Customer's license to the Clinical Content is subject to the same license and use restrictions as the applicable licensed Software or Subscription Services.

1.3 Copying of Clinical Content.

a. Definitions. In this section:

"Member", "Insured", "Participant" and "Beneficiary" are used interchangeably to mean an enrollee, covered person, policy holder, or subscriber of an insurance carrier.

"Provider" means a health care professional or facility and a Provider may be referred to as participating, non-participating, contracted, non- contracted or out-of-network to identify whether the Provider has a contractual relationship with an insurance carrier.

b. Permitted Ad-Hoc Disclosures. Customer may disclose the Clinical Content on an ad-hoc basis in the smallest increments or portions feasible under the circumstances or as legally required for disclosure with the CHC Statement of Disclosure, all as set forth below:

(i) to a Member included as one of Customer's Covered Lives under Solution Rider when the Clinical Content have been referenced in the process of denying, limiting, or discontinuing authorization of services for the Member;

(ii) to a Member for the sole purpose of satisfying Customer's contractual obligations to report review results;

(iii) to a participating or out-of-network Provider of health care services subject to Customer's medical necessity review and for use in case specific discussions;

(iv) to a public agency or independent review organization in connection with conducting an independent external review of or conducting an appeal of Customer's medical

necessity determination in a specific case when the Clinical Content have been referenced in the process of making said determination

(v) to a public agency to comply with a statutory or regulatory mandate requiring the Clinical Content to be filed with the agency (electronic access to the copy to be furnished to CHC as soon as practicable prior to any disclosure so that CHC may, at its option, object to or dispute the disclosure;

(vi) pursuant to a judicial order or subpoena (copy to be furnished to CHC by at least five (5) business days' notice prior to any disclosure so that CHC may, at its option, object to or dispute the disclosure, or, if the scheduled time for the disclosure is less than five (5) business days, than as soon as possible prior to disclosure.

c. If Customer has reason to request flexibility to disclose Clinical Content beyond the requirements as set forth in the subsections above, Customer and CHC agree to work cooperatively prior to disclosure to ensure appropriate measures are in place for protecting CHC's intellectual property, trade secrets and confidential information.

d. Customer's disclosure and CHC's agreement for disclosure of Clinical Content pursuant to this section to comply with regulatory or legal requirements does not constitute a waiver of CHC's rights to protect its intellectual property, trade secrets and confidential information.

e. In connection with each disclosure/distribution, all Clinical Content copies will prominently display on the cover page and/or introductory screen CHC's trademark and copyright notices and Proprietary Notice, as provided herein, and Customer will maintain and furnish the disclosure/distribution to CHC upon request.

f. The following is the CHC Statement of Disclosure to be provided with each disclosure/distribution of the Clinical Content.

CHC's Statement of Disclosure:

The Clinical Content you are receiving is confidential and proprietary information and is being provided to you solely as it pertains to the information requested. Under copyright law, the Clinical Content may not be copied, distributed, or otherwise reproduced. In addition, the Clinical Content may contain advanced clinical knowledge which we recommend you discuss with your physician upon disclosure to you.

The Clinical Content reflects clinical interpretations and analyses and cannot alone either (a) resolve medical ambiguities of particular situations; or (b) provide the sole basis for definitive decisions. The Clinical Content is intended solely for use as screening guidelines with respect to medical appropriateness of healthcare services and not for final clinical or payment determinations concerning the type or level of medical care provided, or proposed to be provided, to a patient; all ultimate care decisions are strictly and solely the obligation and responsibility of your health care provider.

2. INTERQUAL INTERRATER RELIABILITY LICENSE RESTRICTION

2.1 Customer may not use the InterQual Interrater Reliability Suite to prepare tests unrelated to the Clinical Content.

3. PERMITTED PRODUCT INTEGRATIONS

3.1 Only interfaces or integrations, including Customer-developed integrations or third-party integrations, that have been approved by CHC in writing may be used in conjunction with Products. Customer is solely responsible for securing the installation, support, and maintenance of any interface and/or integration. ALL SUCH INTERFACE OR INTEGRATION SOFTWARE AND SERVICES ARE NOT PROVIDED BY CHC AND ARE EXPRESSLY EXCLUDED FROM WARRANTIES PROVIDED BY CHC UNDER THE MRA OR THIS SOLUTION ORDER.

To the extent Customer is permitted to develop an interface or integration for use in conjunction with Products, Customer will develop such integration in accordance with specification guidelines or other Documentation as provided by CHC, and such interface or integration will be subject to CHC's then-current integration validation process.

CHANGE HEALTHCARE

The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center
Customer No: 1080530
Solution Order No. RH-282740
MRA Contract No.: MA_201910027122
June 27, 2019

Solution Order

This Solution Order to Master Relationship Agreement No. MA_201910027122, dated July 1, 2019 ("MRA"), is between Change Healthcare Technologies, LLC ("CHC") and the customer identified below ("Customer").

Change Healthcare Technologies, LLC

By: _____

Name: Kevin Shields

Title: VP Sales and Account Mangmnt

Date: 6/27/19

The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center

By: _____

Name: Gary Cray

Title: CEO

Date: 7/3/19

CHC Notice Address:

5995 Windward Parkway
Alpharetta, GA 30005
Attn: General Counsel

Customer Notice Address:

1441 Constitution Boulevard
Salinas, CA 93906

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Dep Co Co
7.15.19

Reviewed as to fiscal provisions
Auditor-Controller
County of Monterey
7-15-19

Inspiring a Better Healthcare System

General Terms

1. **Term**. The initial term of this Solution Order begins on July 1, 2019, and ends on June 30, 2024 (the "Initial Term"). Following the Initial Term above, Customer may, in its discretion, renew this Order for up to two additional one year terms by providing written notice to CHC at least forty five days (45) prior to expiration of the then pending term.

2. **Customer Purchase Orders**. CHC will include Customer's purchase order number on invoices if provided by Customer on or before the SO Effective Date. Failure to provide CHC with a purchase order number will not relieve Customer of any obligation under this Solution Order. Terms on or attached to a Customer purchase order will have no effect.

3. **No Warranty of Future Functionality**. CHC makes no warranty or commitment regarding any functionality not Generally Available as of the SO Effective Date for any of the Products or Services provided under this Solution Order, and Customer has not relied on the availability of any future version of the Products or Services or any other future offering from CHC in its decision to execute this Solution Order. "Generally Available" means available as a non-development product, licensed by CHC in the general commercial marketplace.

4. This Solution Order is null and void and corresponding offer is no longer valid unless the Amendment No. P201910027576 is signed by the Customer prior to or contemporaneously with this Solution Order.

EXHIBIT 1

SOLUTIONS AND PRICING

[SEE FOLLOWING PAGES]

The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center
Customer Number: 1080530
Opportunity Number: RH-282740

1. FEES SUMMARY

	Initial Term	Recurring Services Fees	One-Time Services Fees	Estimated Fees
Subscription Services	5	$201,112.37	N/A	N/A
GRAND TOTAL:		$201,112.37	N/A	N/A

The pricing in this Exhibit will expire unless Change Healthcare receives this agreement signed by Customer on or before **July 31, 2019**.

2. PAYMENT SCHEDULE

Subscription Services (Recurring Services Fees):	Subscription: Fees for each module are due monthly commencing on the SO Effective Date.

3. QUOTE DETAIL

Subscription Services

Product No.	Description of Services	Term Years	Qty	List One-Time Services Fees	Net One-Time Services Fees	List Annual Recurring Fees	Net Annual Recurring Fees
Change Healthcare							
73023292	Clinical Exchange Data Repository Based on OE = $175M – $200M	5	Enterprise			$114,409.00	$45,339.11
73023293	Repository Data: Health Summaries Based on OE = $175M – $200M	5	Enterprise			$66,239.00	$29,254.44
73018880	Clinical Exchange Notify Based on OE = $175M – $200M	5	Enterprise			$20,265.00	$8,393.82
73023302	Clinical Exchange Results Distribution: All Results Based on OE = $175M – $200M	5	Enterprise			$162,000.00	$118,125.00
Subscription Services Total						**$362,913.00**	**$201,112.37**

ITEMIZED SUMMARY	Total List One-Time Services Fees	Total Net One-Time Services Fees	Est./T&M List Fee	Est./T&M Net Fee	Total List Annual Recurring Fees	Total Net Annual Recurring Fees
Subscription Services					**$362,913.00**	**$201,112.37**

CONTRACT SUMMARY	
Grand Total Year One	$201,112.37
Grand Total Year Two	$201,112.37
Grand Total Year Three	$201,112.37
Grand Total Year Four	$201,112.37
Grand Total Year Five	$201,112.37
TOTAL CONTRACT VALUE	**$1,005,561.85**

Assumptions:

Change Healthcare Services are provided through a web-based patient-physician and physician-physician communication platform.

Change Healthcare will be responsible for operating and maintaining Change Healthcare Services and the Change Healthcare Site.

Change Healthcare Services are hosted on servers owned or maintained by or for Change Healthcare at a Change Healthcare or Change Healthcare approved site.

Customer and Customer Users solely are responsible for all servers and other hardware, software, and services needed to connect to the Change Healthcare Site and make use of Change Healthcare Services.

Customer, at its own cost and expense, will provide Change Healthcare with the pre-load data requirements for Customer and all Customer Users.

Any additional functionality to Change Healthcare Services is not included in the pricing of this service and Customer will need to contract for separately.

Pricing is reflective of a 5-year term.

4. FACILITIES

Customer No.	Facility	Full Address
1080530	The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center	168 W ALISAL ST SALINAS, CA 93901-2439

5. ADMINISTRATION

Sold To:	Bill To:
The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center 1441 Constitution Blvd. Salinas, CA 93906 1080530 Attention: Telephone: Fax:	The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center 1441 Constitution Blvd. Salinas, CA 93906 1080530 Attention: Heidi Dormody/ Accounts Payable Department Telephone: (831) 772-7660 Email: accountspayableemail@natividad.com
Paid By:	**Ship To:**
The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center 1441 Constitution Blvd. Salinas, CA 93906 1080530 Attention: Rod Ramirez/ Accounts Payable Department Telephone: (831) 772-7660 Email: accountspayableemail@natividad.com	The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center 1441 Constitution Blvd. Salinas, CA 93906 1080530 Attention: Tim Fitzgerald Telephone: 831-783-2716 Email: fitzgeraldt@natividad.com

CHANGE
HEALTHCARE

The County of Monterey, a political subdivision of the State of California,
on behalf of Natividad Medical Center
Customer No: 1080530
Amendment No: P201910027576
June 27, 2019

Amendment

This Amendment ("Amendment") to the contracts listed in in the Amended Agreements table ("Agreement") is between Change Healthcare Technologies, LLC ("CHC") and The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center ("Customer"). This Amendment is effective as of July 1, 2019 ("Amendment Effective Date").

Amended Agreements

Contract No./Name:	Effective Date:
RH-80568	February 11, 2014
RSA146015953	February 11, 2014

Purpose

CHC and Customer would like to terminate the Agreement and renew the Customer's subscription to the services sold under the Agreement on a new solution order.

The parties agree to the following terms.

Terms

1. As of the Amendment Effective Date, both parties' rights and obligations under the Agreement are terminated as of the end of the current term of the Agreement on June 30, 2019 ("Termination Date"). Customer will stop using any Services purchased or licensed under the Agreement on the Termination Date.

2. This Amendment is null and void and corresponding offer is no longer valid unless the Solution Order No. RH-282740 is signed by the Customer contemporaneously with or after this Amendment.

3. Each party releases and forever discharges the other party, its affiliates, officers, directors, agents, successors, and assigns from any claims, actions, causes of action, demands, suits, or damages of any type related to the subject matter of this Amendment resulting from events occurring on or before the Amendment Effective Date.

4. Customer is responsible for determining if there has been any impact on its previously-filed cost reports regarding the subject matter of this Amendment.

5. This Amendment is the result of compromise, is entered in good faith, and is not an admission of liability or responsibility. The terms of this Amendment are confidential and will not be disclosed by either party except as required by law.

6. Capitalized terms not defined in this Amendment are defined in the Agreement. All terms in the Agreement not modified by this Amendment are still in force. This Amendment contains all the terms agreed upon by the parties regarding the subject matter of this Amendment and supersedes any other communications relating to the subject matter of this Amendment.

Change Healthcare Technologies, LLC

By: _____

Name: KEVIN SHIELDS

Title: VP Sales + Account Management

Date: 6/27/19

The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center

By: _____

Name: _____

Title: CEO

Date: 7/23/19

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AB recctm
Dep Co Co
7.15.19

Reviewed as to fiscal provisions
Auditor-Controller
County of Monterey 7-15-19

Introduced: 7/29/2026

Current Status: Natividad Medical Center - Consent

Version: 1

Matter Type: BoS Resolution

a. Amend Personnel Policies and Practices Resolution (PPPR) Appendices A and B to consolidate the Hospital Information Systems Support Technician classification with the Information Technology Systems Analyst I; and
b. Direct the County Administrative Office, and Auditor-Controller's Office to implement the changes in the Advantage Human Resources Management (HRM) system, effective August 8, 2026.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Amend Personnel Policies and Practices Resolution (PPPR) Appendices A and B to consolidate the Hospital Information Systems Support Technician classification with the Information Technology Systems Analyst I; and
b. Direct the Human Resources Department, County Administrative Office, and Auditor-Controller's Office to implement the changes in the Advantage Human Resources Management (HRM) system, effective August 8, 2026.

SUMMARY :
Natividad Medical Center (NMC) completed a classification study of the four (4) Hospital Information Systems Support Technician incumbents. The study found that the incumbents were performing duties more aligned with the Information Technology Systems Analyst I classification. NMC recommends the Board of Supervisors consolidate the Hospital Information Systems Support Technician classification with the Information Technology Systems Analyst I classification as the duties, responsibilities and requirements of the work assigned are sufficiently similar in scope and complexity.

DISCUSSION:
The Service Employees International Union (SEIU) Local 521 requested a classification study of four (4) Hospital Information Systems Support Technician incumbents. The objective of the study was to determine if the incumbents were appropriately classified, and if not, to recommend a classification that accurately reflects the duties and responsibilities currently assigned to the incumbents.
NMC conducted a classification study of the incumbents and found that the duties, responsibilities and requirements of the work assigned were sufficiently similar in scope and complexity to the Information Technology Systems Analyst I classification.
Personnel Policies and Practices Resolution (PPPR) No. 98-394 defines Consolidation of Classes as "…an act whereby classes having similar scope, responsibilities and requirements of education, experience, knowledge, and ability are combined into a single class for the purpose of reorganizing the

classification structure. The consolidation of classes has a neutral effect on the employee (i.e. no start of new probationary period, no change in salary step, no change in step advancement date, no loss of seniority in class, etc.)"
Therefore, NMC recommends that the Board of Supervisors consolidate the Hospital Information Systems Support Technician classification with the Information Technology Systems Analyst I classification.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The County Administrative Office, Human Resources Department, and Office of County Counsel concur with the recommendations. In addition, Service Employees International Union (SEIU) Local 521 has been provided notice of this recommendation.

FINANCING:
The funding for personnel costs is provided by NMC's enterprise fund comprised of patient services revenues received from commercial insurance, state, and federal government agencies. Funding will be provided from NMC's enterprise fund 451-9600-6111. The salary and benefits costs associated with this action are included in the FY 2026-27 budget for NMC. This action has no impact on the General Fund.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The proposed recommended actions demonstrate the County's commitment in recruiting, retaining, and attracting a diverse, talented workforce that supports the mission of the County of Monterey.

____ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
____ Diverse and Thriving Economy
__✓__ Dynamic Organization and Employer of Choice

Link to the Strategic Plan:
<https://www.countyofmonterey.gov/home/showdocument?id=139569>

Prepared by: Jennifer Lusk, Senior Human Resources Analyst, (831) 783-2764
Approved by: Nancy Buscher, Interim Chief Executive Officer, (831) 783-2560

Attachments:
Resolution

Introduced: 7/29/2026
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Resolution

a. Amend Personnel Policies and Practices Resolution (PPPR) Appendices A and B to consolidate the Hospital Information Systems Support Technician classification with the Information Technology Systems Analyst I; and
b. Direct the County Administrative Office, and Auditor-Controller's Office to implement the changes in the Advantage Human Resources Management (HRM) system, effective August 8, 2026.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Amend Personnel Policies and Practices Resolution (PPPR) Appendices A and B to consolidate the Hospital Information Systems Support Technician classification with the Information Technology Systems Analyst I; and
b. Direct the Human Resources Department, County Administrative Office, and Auditor-Controller's Office to implement the changes in the Advantage Human Resources Management (HRM) system, effective August 8, 2026.

SUMMARY :
Natividad Medical Center (NMC) completed a classification study of the four (4) Hospital Information Systems Support Technician incumbents. The study found that the incumbents were performing duties more aligned with the Information Technology Systems Analyst I classification. NMC recommends the Board of Supervisors consolidate the Hospital Information Systems Support Technician classification with the Information Technology Systems Analyst I classification as the duties, responsibilities and requirements of the work assigned are sufficiently similar in scope and complexity.

DISCUSSION:
The Service Employees International Union (SEIU) Local 521 requested a classification study of four (4) Hospital Information Systems Support Technician incumbents. The objective of the study was to determine if the incumbents were appropriately classified, and if not, to recommend a classification that accurately reflects the duties and responsibilities currently assigned to the incumbents.
NMC conducted a classification study of the incumbents and found that the duties, responsibilities and requirements of the work assigned were sufficiently similar in scope and complexity to the Information Technology Systems Analyst I classification.
Personnel Policies and Practices Resolution (PPPR) No. 98-394 defines Consolidation of Classes as "…an act whereby classes having similar scope, responsibilities and requirements of education, experience, knowledge, and ability are combined into a single class for the purpose of reorganizing the

classification structure. The consolidation of classes has a neutral effect on the employee (i.e. no start of new probationary period, no change in salary step, no change in step advancement date, no loss of seniority in class, etc.)"
Therefore, NMC recommends that the Board of Supervisors consolidate the Hospital Information Systems Support Technician classification with the Information Technology Systems Analyst I classification.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The County Administrative Office, Human Resources Department, and Office of County Counsel concur with the recommendations. In addition, Service Employees International Union (SEIU) Local 521 has been provided notice of this recommendation.

FINANCING:
The funding for personnel costs is provided by NMC's enterprise fund comprised of patient services revenues received from commercial insurance, state, and federal government agencies. Funding will be provided from NMC's enterprise fund 451-9600-6111. The salary and benefits costs associated with this action are included in the FY 2026-27 budget for NMC. This action has no impact on the General Fund.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The proposed recommended actions demonstrate the County's commitment in recruiting, retaining, and attracting a diverse, talented workforce that supports the mission of the County of Monterey.

____ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
____ Diverse and Thriving Economy
__✓__ Dynamic Organization and Employer of Choice

Link to the Strategic Plan:
<https://www.countyofmonterey.gov/home/showdocument?id=139569>

Prepared by: Jennifer Lusk, Senior Human Resources Analyst, (831) 783-2764
Approved by: Nancy Buscher, Interim Chief Executive Officer, (831) 783-2560

Attachments:
Resolution

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

Resolution No.:	PPPR Control No. 26-011)
	HRM Control No. 26-014)
Adopt a Resolution to:	)
a. Amend Personnel Policies and Practices Resolution (PPPR) Appendices A and B to consolidate the Hospital Information Systems Support Technician classification with the Information Technology Systems Analyst I; and	)
b. Direct the Human Resources Department, County Administrative Office, and Auditor-Controller's Office to implement the changes in the Advantage Human Resources Management (HRM) system, effective August 8, 2026.	)

WHEREAS, the Natividad Medical Center (NMC) conducted a classification study of the Hospital Information Systems Support Technician classification; and

WHEREAS, the study found that the work assigned to the current Hospital Information Systems Support Technician incumbents is more aligned with the County of Monterey's classification of Information Technology Systems Analyst I; and

WHEREAS, it is recommended that the Hospital Information Systems Support Technician be consolidated with the Information Technology Systems Analyst I; and

WHEREAS, to implement the recommendation, the actions required the Personnel Policies and Practices Resolution No. 98-394 Appendix A and B to be amended;

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

1. Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendices A and B are amended to consolidate the Hospital Information Systems Support Technician classification with the Information Technology Systems Analyst I classification; and

2. The Human Resources Department, County Administrative Office and the Auditor-Controller's Office are directed to implement the changes in the Advantage Human Resources Management (HRM) system, effective August 8, 2026.

PASSED AND ADOPTED on this _____day of _____, 2026, 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: 8/3/2026

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. 3 to the Standard Agreement with Tovar Strategies Inc. dba TMD to provide professional media specialist and outreach services for a total Agreement amount not to exceed $298,200 for the term beginning October 15, 2023 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% ($29,820) of the agreement amount, do not significantly change the scope of services, and do not increase the total not to exceed amount over $328,020.

RECOMMENDATION:

It is recommended that the Board of Supervisors:
a. Approve and authorize the Director of Health Services or designee to execute Amendment No. 3 to the Standard Agreement with Tovar Strategies Inc. dba TMD to provide professional media specialist and outreach services for a total Agreement amount not to exceed $298,200 for the term beginning October 15, 2023 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% ($29,820) of the agreement amount, do not significantly change the scope of services, and do not increase the total not to exceed amount over $328,020.

SUMMARY:

The County of Monterey currently maintains a Standard Agreement with Tovar Strategies, Inc. dba TMD Creative Inc. for the provision of professional media specialist and outreach services. TMD has provided support of this form for the County since October 15, 2023 and the County of Monterey Behavioral Health Bureau (MCBH) has maintained this collaborative relationship since then through their support of various MCBH grant-funded initiatives. MCBH has identified the need to more widely disseminate accessible, accurate information about the bureau and its resources and supports in a timely, culturally appropriate manner and in virtual spaces where community members frequently engage and will draw upon TMD's familiarity with MCBH and expertise in the digital media landscape to do so.

DISCUSSION:

The County of Monterey entered into a Standard Agreement with Tovar Strategies, Inc. dba "TMD Creative Inc." on October 15, 2023 for the provision of professional media specialist and outreach services. TMD originally provided professional web design and media specialist services to meet grant

requirements of the Behavioral Health Student Services Act (BHSSA) grant that was awarded to the County by the Behavioral Health Services Oversight and Accountability Commission (BHSOAC). TMD continued their important role in supporting the goals of another grant-funded project, the "Rainbow Connections" Innovation Plan. The County of Monterey Behavioral Health Bureau received approval from the Mental Health Services Oversight and Accountability Commission (MHSOAC) for this Mental Health Services Act (MHSA) Innovation Plan on May 25, 2023. This Innovation Plan aims to improve the mental health outcomes and functioning of LGBTQ youth and their families by promoting interagency communication and collaboration across youth-serving systems. They will continue to provide professional web design and media specialist services to the County throughout the term of the agreement.

Additionally, the County has identified the need to more widely disseminate accessible, accurate information about the bureau and its resources and supports in a timely, culturally appropriate manner and in virtual spaces where community members frequently engage. The focus of the support provided by TMD in supporting MCBH will be on disseminating accurate, timely, and culturally and linguistically information about available resources both ongoing and in response to community incidents and needs; program information, including eligibility criteria and alternative supports as appropriate; and initiatives and projects that are impacting the behavioral health landscape or that the Behavioral Health Bureau is engaged with.

This work supports the following County of Monterey Health Department 2025-2028 Strategic Plan Goal: 2. Build community power and partners' capacity to increase equity and improve health. It also supports the ten essential public health services, specifically: 3. Inform, educate, and empower people about health issues and 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 Agreement is funded by Mental Health Services Act (MHSA) Innovation funds and Administrative Federal Financial Participation (FFP). The funds for this Agreement are included in the Health Department's Behavioral Health Bureau (Fund 1310, Department 400005) Fiscal Year 2026-27 Adopted Budget. The funds for this Agreement for FY 2027-28 will be included in the Health Department's Behavioral Health Bureau (Fund 1310, Department 400005) respective FY 2027-28 Requested Budgets.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This recommendation supports and advances the Board of Supervisors Strategic Plan Goal of Well-Being and Quality of Life by providing critical information about available County resources to the community.

Mark a check next to the related Board of Supervisors Strategic Plan Goals:

_X_Well-Being and Quality of Life: Services: Provide service enhancements to support well-being and quality of life.
___ Sustainable Infrastructure for the Present and Future
___ Safe and Resilient Communities
___ Diverse and Thriving Economy
___ Dynamic Organization and Employer of Choice

Prepared by: Ashley Schafer, Management Analyst II, 755-4924
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachment(s):
Board Report
Amendment No. 3
Amendment No. 2
Amendment No. 1
Agreement

Introduced: 8/3/2026

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. 3 to the Standard Agreement with Tovar Strategies Inc. dba TMD to provide professional media specialist and outreach services for a total Agreement amount not to exceed $298,200 for the term beginning October 15, 2023 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% ($29,820) of the agreement amount, do not significantly change the scope of services, and do not increase the total not to exceed amount over $328,020.

RECOMMENDATION:

It is recommended that the Board of Supervisors:
a. Approve and authorize the Director of Health Services or designee to execute Amendment No. 3 to the Standard Agreement with Tovar Strategies Inc. dba TMD to provide professional media specialist and outreach services for a total Agreement amount not to exceed $298,200 for the term beginning October 15, 2023 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% ($29,820) of the agreement amount, do not significantly change the scope of services, and do not increase the total not to exceed amount over $328,020.

SUMMARY:

The County of Monterey currently maintains a Standard Agreement with Tovar Strategies, Inc. dba TMD Creative Inc. for the provision of professional media specialist and outreach services. TMD has provided support of this form for the County since October 15, 2023 and the County of Monterey Behavioral Health Bureau (MCBH) has maintained this collaborative relationship since then through their support of various MCBH grant-funded initiatives. MCBH has identified the need to more widely disseminate accessible, accurate information about the bureau and its resources and supports in a timely, culturally appropriate manner and in virtual spaces where community members frequently engage and will draw upon TMD's familiarity with MCBH and expertise in the digital media landscape to do so.

DISCUSSION:

The County of Monterey entered into a Standard Agreement with Tovar Strategies, Inc. dba "TMD Creative Inc." on October 15, 2023 for the provision of professional media specialist and outreach services. TMD originally provided professional web design and media specialist services to meet grant

requirements of the Behavioral Health Student Services Act (BHSSA) grant that was awarded to the County by the Behavioral Health Services Oversight and Accountability Commission (BHSOAC). TMD continued their important role in supporting the goals of another grant-funded project, the "Rainbow Connections" Innovation Plan. The County of Monterey Behavioral Health Bureau received approval from the Mental Health Services Oversight and Accountability Commission (MHSOAC) for this Mental Health Services Act (MHSA) Innovation Plan on May 25, 2023. This Innovation Plan aims to improve the mental health outcomes and functioning of LGBTQ youth and their families by promoting interagency communication and collaboration across youth-serving systems. They will continue to provide professional web design and media specialist services to the County throughout the term of the agreement.

Additionally, the County has identified the need to more widely disseminate accessible, accurate information about the bureau and its resources and supports in a timely, culturally appropriate manner and in virtual spaces where community members frequently engage. The focus of the support provided by TMD in supporting MCBH will be on disseminating accurate, timely, and culturally and linguistically information about available resources both ongoing and in response to community incidents and needs; program information, including eligibility criteria and alternative supports as appropriate; and initiatives and projects that are impacting the behavioral health landscape or that the Behavioral Health Bureau is engaged with.

This work supports the following County of Monterey Health Department 2025-2028 Strategic Plan Goal: 2. Build community power and partners' capacity to increase equity and improve health. It also supports the ten essential public health services, specifically: 3. Inform, educate, and empower people about health issues and 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 Agreement is funded by Mental Health Services Act (MHSA) Innovation funds and Administrative Federal Financial Participation (FFP). The funds for this Agreement are included in the Health Department's Behavioral Health Bureau (Fund 1310, Department 400005) Fiscal Year 2026-27 Adopted Budget. The funds for this Agreement for FY 2027-28 will be included in the Health Department's Behavioral Health Bureau (Fund 1310, Department 400005) respective FY 2027-28 Requested Budgets.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This recommendation supports and advances the Board of Supervisors Strategic Plan Goal of Well-Being and Quality of Life by providing critical information about available County resources to the community.

Mark a check next to the related Board of Supervisors Strategic Plan Goals:

_X_Well-Being and Quality of Life: Services: Provide service enhancements to support well-being and quality of life.
___ Sustainable Infrastructure for the Present and Future
___ Safe and Resilient Communities
___ Diverse and Thriving Economy
___ Dynamic Organization and Employer of Choice

Prepared by: Ashley Schafer, Management Analyst II, 755-4924
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachment(s):
Board Report
Amendment No. 3
Amendment No. 2
Amendment No. 1
Agreement

Docusign Envelope ID: 32109B12-C715-848E-83F2-B7F4383EDF12

AMENDMENT #3
TO STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
TOVAR STRATEGIES INC. dba TMD CREATIVE INC.

This Amendment No. 3 to the County of Monterey Standard Agreement entered into by and between the **County of Monterey**, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and between **Tovar Strategies Inc. dba TMD Creative Inc.** (hereinafter referred to as "CONTRACTOR").

WHEREAS, the COUNTY entered into a STANDARD AGREEMENT with CONTRACTOR in the amount of $171,900 for the term of October 15, 2023, to August 30, 2025, to provide professional web design and media specialist services;

WHEREAS, the COUNTY and CONTRACTOR entered into AMENDMENT NO. 1 to AGREEMENT NO. A-17080 to revise the Fiscal Provisions for a revised total agreement amount not to exceed $223,400 and to extend the term to June 30, 2026;

WHEREAS, the COUNTY and CONTRACTOR entered into AMENDMENT NO. 2 to AGREEMENT NO. A-17080 to revise the Fiscal Provisions for a revised total agreement amount not to exceed $224,700 and to extend the term to December 31, 2027;

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT as specified below:

1. Amend Exhibit A-2: SCOPE OF SERVICES/PAYMENT PROVISIONS to add Program 3 – Behavioral Health Bureau Media and Outreach Support for social media and videography services for the Behavioral Health Bureau.
2. Amend Exhibit C-2: Monterey County Behavioral Health – Invoice Form.
3. Add $73,500 to Program 3 for a total maximum Agreement amount not to exceed $298,200.

NOW THEREFORE, the COUNTY and CONTRACTOR hereby agree to amend the AGREEMENT as follows:

1. Section 2.0 "PAYMENT PROVISIONS" shall be amended by removing, "The total amount payable by County to CONTRACTOR shall not exceed the sum of $223,400." and replacing it with "The total amount payable by County to CONTRACTOR under this agreement shall not exceed the sum of $298,200."

2. EXHIBIT A-3: SCOPE OF SERVICES/PAYMENT PROVISIONS replaces EXHIBIT A-2: SCOPE OF SERVICES/PAYMENT PROVISIONS. All references in the AGREEMENT to EXHIBIT A shall be construed to refer to EXHIBIT A-3.

3. EXHIBIT C-3: MONTEREY COUNTY BEHAVIORAL HEALTH – INVOICE FORM replaces EXHIBIT C-2: MONTEREY COUNTY BEHAVIORAL HEALTH – INVOICE FORM. All references in the AGREEMENT to EXHIBIT C shall be

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construed to refer to EXHIBIT C-3.

4. 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.

5. This Amendment No. 3 shall be effective on August 1, 2026.

6. A copy of this Amendment No. 3 shall be attached to the original AGREEMENT dated October 15, 2023.

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IN WITNESS WHEREOF, County and CONTRACTOR have executed this Amendment No. 3 to the Standard Agreement as of the day and year written below.

*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. 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.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head

Date: _____

Approved as to Form [1]
By: Signed by: Shane Strong F631FE484254499...
County Counsel
Date: 7/29/2026 | 11:51 AM PDT

Approved as to Fiscal Provisions[2]
By: DocuSigned by: Patricia Ruiz E79EF64E57454F6...
Auditor-Controller
Date: 7/30/2026 | 12:08 PM PDT

Approved as to Liability Provisions[3]
By: _____
Risk Management
Date: _____

CONTRACTOR

Tovar Strategies Inc.
Contractor's Business Name*

By: Signed by: Monica Tovar 882331051256 4F8...
(Signature of Chair, President, or Vice-President)*

Monica Tovar, President
Name and Title

Date: 7/21/2026 | 2:28 PM PDT

By: DocuSigned by: AC31DE0F8C3B43A...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

William Tovar, Assistant Secretary
Name and Title

Date: 7/22/2026 | 10:06 AM PDT

[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-3: SCOPE OF SERVICES / PAYMENT PROVISIONS

County of Monterey Standard Agreement
by and between
County of Monterey, Health Department, Behavioral Health Bureau,
Hereinafter referred to as "COUNTY"
AND
Tovar Strategies Inc. dba TMD Creative Inc.,
Hereinafter referred to as "CONTRACTOR"

I. PROGRAM SCOPE OF SERVICES

Program 1: MHSSA Grant Program
**Effective October 15, 2023 – August 30, 2025*

A. PURPOSE

The Mental Health Services Oversight and Accountability Commission awarded the County a 4-year Mental Health Student Services Act (MHSSA) grant to build infrastructure for mental health systems at identified school sites and to refine and enhance suicide prevention, intervention, and postvention protocols with the goal of improving student mental health and wellbeing. To guarantee access to information about grant-funded endeavors as required by the MHSOAC and to spread awareness of mental health supports for school-aged children and youth, grant funding was allocated for web design and media specialist services.

CONTRACTOR will provide creative direction and oversight and content review for web and media content to increase awareness of and linkage to mental health services for students and their families.

B. SERVICES

CONTRACTOR shall provide services, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

1. Website Development
   a) CONTRACTOR shall provide website design for services for school-aged children within the COUNTY established website. CONTRACTOR shall provide design mock-ups as well as graphics, fonts, and photos needed for COUNTY to recreate the design on county website.
   b) COUNTY shall provide any necessary County of Monterey logos and images for use on the site.
   c) COUNTY shall provide necessary text and content information needed for all pages.

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d) CONTRACTOR shall provide content review and editing for all pages of the site.
e) CONTRACTOR shall identify keywords that target desired audience and give recommendations on aligning content with the keywords. CONTRACTOR shall lay foundation for Search Engine Optimization (SEO) by identifying search-friendly URL options and provide to COUNTY.

2. Design, Messaging and Strategy
   a) CONTRACTOR shall provide creative direction and development of concept messaging across all platforms, including website and print materials.
   b) CONTRACTOR shall provide creative direction and oversight of all design components, including integration of branding and design elements (colors, simple page transitions, and header and footer appearance). COUNTY must approve all design elements.
   c) CONTRACTOR shall meet with the COUNTY a minimum of 1 hour per month to identify target audiences, review strategies for distribution of information to the public, and provide overview of channels to be utilized to share information.
   d) CONTRACTOR shall create design comps based upon the preliminary design concept in CONTRACTOR hosted environment. All development activities and review of the design concept will be performed in CONTRACTOR hosted environment.
   e) CONTRACTOR shall develop themes and templates for printed collateral materials, including flyers, brochures, and information cards.
   f) CONTRACTOR shall design templates consistent with the identified branding and messaging themes.
   g) CONTRACTOR shall make necessary adjustments to messaging or communication strategies based on CONTRACTOR recommendations or COUNTY needs.
3. Spanish Translation Services
   a) CONTRACTOR shall provide the Spanish translation of written communications, including website content and any relevant marketing or design materials upon request of COUNTY.
   b) COUNTY shall determine what content will need to be translated.
   c) CONTRACTOR shall provide the Spanish translation of the content at as per Rate Table below.
   d) COUNTY must approve what content is to be considered technical for translation purposes prior to translation.
4. Compliance with Terms of Federal and/or State Grants. If this Agreement is funded with monies received by the COUNTY pursuant to contract(s) with the Federal and/or State government in which the COUNTY is the grantee, CONTRACTOR shall comply with all provisions of said contract(s), to the extent applicable to CONTRACTOR as a sub-grantee under said contract(s), and said provisions shall be deemed a part of this Agreement as if fully set forth herein. Upon request,

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COUNTY shall deliver a copy of said contract(s) to CONTRACTOR at no cost to CONTRACTOR.

C. DESIGNATED CONTRACT MONITOR

Kacey Rodenbush, LMFT
Behavioral Health Services Manager II
Monterey County Health Department
Behavioral Health Bureau, Services to Education Team
299 12th Street, Marina, CA 93933
(831) 647-7651

Program 2: Rainbow Connections Innovation Program Supports
**Effective September 6, 2024 – December 31, 2027*

A. PURPOSE

The Mental Health Services Oversight and Accountability Commission awarded the County a Rainbow Connections grant to implement a systems approach to establish a county-wide network of providers that collaborate and interconnect to improve school climate and cultivate environments of belonging for LGBTQ youth at home, school, and in their communities that empower, value, and embrace diversity. To guarantee access to information about grant-funded endeavors as required by the MHSOAC and to spread awareness of mental health supports for underserved groups, grant funding was allocated for media specialist services.

CONTRACTOR will provide creative direction and oversight for branding and media content to increase awareness of and linkage to mental health services for students, families, and their community.

B. SERVICES

CONTRACTOR shall provide services, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

1. Design, Messaging and Strategy
   a) CONTRACTOR shall provide creative direction and development of concept messaging across all platforms, including website, Facebook, Instagram, and print materials.
   b) CONTRACTOR shall provide creative direction and oversight of all design components, including integration of branding and design elements (colors, simple page transitions, and header and footer appearance). COUNTY must approve all design elements.
   c) CONTRACTOR shall meet with the COUNTY a minimum of 1 hour per month to identify target audiences, review strategies for distribution of

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information to the public, and provide overview of channels to be utilized to share information.

d) CONTRACTOR shall create design comps based upon the preliminary design concept in CONTRACTOR hosted environment. All development activities and review of the design concept will be performed in CONTRACTOR hosted environment.
e) CONTRACTOR shall develop themes and templates for printed collateral materials, including flyers, brochures, and information cards.
f) CONTRACTOR shall design social media graphics and templates consistent with the identified branding and messaging themes.
g) CONTRACTOR shall make necessary adjustments to messaging or communication strategies based on CONTRACTOR recommendations or COUNTY needs.

2. Social Media
   a) CONTRACTOR shall provide social media management services through content calendar management and strategy, hashtag research, and overall implementation.
   b) CONTRACTOR shall assess existing assets such as previously designed art and templates and overall branding.
   c) COUNTY shall provide all login and access information to enable CONTRACTOR to perform assessment and ongoing management. COUNTY shall provide access to previous posts and logos.
   d) CONTRACTOR shall review and refine photos options and initial text provided by the COUNTY and provide appropriate captions and hashtags.
   e) CONTRACTOR agrees to post a minimum of one post per week on each platform agreed upon by CONTRACTOR and COUNTY.
   f) COUNTRACTOR shall provide analytic reports for each platform showing activity and growth once per month.
3. Spanish Translation Services
   a) CONTRACTOR shall provide the Spanish translation of written and verbal communications, including website content, print materials, social media graphics and any associated hashtags and captions, and video production upon request of COUNTY.
   b) COUNTY shall determine what content will need to be translated.
   c) CONTRACTOR shall provide the Spanish translation of the content at as per Rate Table below.
   d) COUNTY must approve what content is to be considered technical for translation purposes prior to translation.
4. Compliance with Terms of Federal and/or State Grants. If this Agreement is funded with monies received by the COUNTY pursuant to contract(s) with the Federal and/or State government in which the COUNTY is the grantee, CONTRACTOR shall comply with all provisions of said contract(s), to the extent applicable to CONTRACTOR as a sub-grantee under said contract(s), and said provisions shall

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be deemed a part of this Agreement as if fully set forth herein. Upon request, COUNTY shall deliver a copy of said contract(s) to CONTRACTOR at no cost to CONTRACTOR.

C. DESIGNATED CONTRACT MONITOR

Kacey Rodenbush, LMFT
Behavioral Health Services Manager II
Monterey County Health Department
Behavioral Health Bureau, Services to Education Team
299 12th Street, Marina, CA 93933
(831) 647-7651

Program 3: Behavioral Health Bureau Media and Outreach Support
**Effective August 1, 2026 – June 30, 2027*

A. PURPOSE

COUNTY has identified the need to more widely disseminate accessible, accurate information about the County of Monterey Health Department – Behavioral Health Bureau (BHB) and its resources and supports in a timely, culturally appropriate manner and in spaces where community members frequently engage, including the digital landscape.

The focus of the support provided by CONTRACTOR will be on disseminating accurate, timely, and culturally and linguistically information about available resources both ongoing and in response to community incidents and needs; program information, including eligibility criteria and alternative supports as appropriate; and initiatives and projects that are impacting the behavioral health landscape or that the Behavioral Health Bureau is engaged with.

B. SERVICES

CONTRACTOR shall provide services, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

1. Messaging and Copywriting
   a) CONTRACTOR shall create and execute messaging and copywriting aligning with COUNTY's brand guidelines.
   b) CONTRACTOR shall create content including social media information, captions, and scripts. COUNTY shall review and approve all elements before use.
   c) CONTRACTOR shall meet with the COUNTY to identify target audiences, review strategies for distribution of information to the public, and provide overview of channels to be utilized to share information.

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d) CONTRACTOR shall complete the above in five hours per month for the term of the agreement.
e) COUNTY shall provide translation of messaging and content.

2. Graphic Design
   a) CONTRACTOR shall provide graphic design support from initial concept and collaborative revisions to production-ready assets.
   b) CONTRACTOR shall design social media graphics and templates consistent with the identified branding and messaging themes.
   c) CONTRACTOR shall make necessary adjustments to messaging or communication strategies based on COUNTY recommendations or needs.
   d) CONTRACTOR shall complete the above in ten hours per month for the term of the agreement.
3. Social Media Management
   a) CONTRACTOR shall provide social media management services through content calendar management and strategy, hashtag research, and overall implementation.
   b) In Phase I, CONTRACTOR shall assess existing assets such as previously designed art and templates, COUNTY's current photo library, and overall branding.
      i. COUNTY shall provide access to previous posts and logos.
   c) In Phase II, CONTRACTOR and COUNTY shall meet monthly to review and refine photos options and appropriate captions and hashtags and discuss strategy and focus for the upcoming month.
      i. CONTRACTOR shall not exceed 10 hours per month to accomplish these tasks.
      ii. CONTRACTOR agrees to create one post per week on each platform agreed upon by CONTRACTOR and COUNTY.
   d) In Phase III, COUNTRACTOR shall provide analytic reports for each platform showing activity and growth once per month provided in COUNTY's preferred file format.
4. Compliance with Terms of Federal and/or State Grants. If this Agreement is funded with monies received by the COUNTY pursuant to contract(s) with the Federal and/or State government in which the COUNTY is the grantee, CONTRACTOR shall comply with all provisions of said contract(s), to the extent applicable to CONTRACTOR as a sub-grantee under said contract(s), and said provisions shall be deemed a part of this Agreement as if fully set forth herein. Upon request, COUNTY shall deliver a copy of said contract(s) to CONTRACTOR at no cost to CONTRACTOR.

C. DESIGNATED CONTRACT MONITOR
Fabricio Chombo
Assistant Bureau Chief

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Monterey County Health Department, Behavioral Health Bureau
1270 Natividad Road, Salinas CA 93906
(831) 755-4578

II. PAYMENT PROVISIONS

A. COMPENSATION/PAYMENT

1. The total compensation for services rendered shall be based on the following rates:

Program 1: MHSSA Grant Program *Effective October 15, 2023 – August 30, 2025*		
Deliverable	Terms	Rate
Website Development		
Investment	Not to exceed 80 hours per year and $26,400 total.	$165/hour
Design and Messaging		
Messaging and Strategy	Not to exceed 40 hours per year and $12,000 total.	$150/hour
Design Services	Not to exceed 80 hours per year and $26,400 total.	$165/hour
Translation Services		
Spanish Translation - Website	Not to exceed 10 hours per year and $2,700 total.	$135/hour
Spanish Translation – Marketing Materials	Not to exceed 10 hours per year and $2,700 total.	$135/hour
Subtotal	**Not to exceed $70,200**	
Program 2: Rainbow Connections Innovation Program Supports *Effective September 6, 2024 – December 31, 2027*		
Deliverable	Terms	Rate
Design and Messaging		
Messaging and Strategy	Not to exceed 120 hours and $24,000 total.	$200/hour
Design Services	Not to exceed 240 hours and $79,200 total.	$330/hour
Social Media Management		
Social Media Management	Up to 36 Months of Social Media management. Includes 1 post per week. Work shall not exceed 10 hours per month. Total cost will not exceed $43,200.	$1,200/month
Translation Services		
Spanish Translation – Website, Marketing Materials, Social Media	Not to exceed 30 hours and $8,100 total.	$270/hour

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Materials		
Subtotal	**Not to exceed $154,500**	
Program 3: Behavioral Health Bureau Media and Outreach Support *Effective August 1, 2026 – June 30, 2027*		
Deliverable	Term	Rate
Design and Messaging		
Messaging and Copywriting	Not to exceed 5 hours per month for 12 months (60 hours total) and $12,000 total.	$200/hour
Graphic Design Services	Not to exceed 10 hours per month for 12 months (120 hours total) hours and $39,600 total.	$330/hour
Social Media Management		
Social Media Management	Up to 12 Months of Social Media management. Work shall not exceed 10 hours per month. Total cost will not exceed $14,400.	$1,200/month
Video Production		
Video Production	Up to 8 fifteen-second spots (4 in English and 4 in Spanish). Total cost will not exceed $7,500.	$937.50/video
Subtotal	**Not to exceed $73,500**	
Total	**$298,200**	

2. County shall pay a maximum amount not to exceed **$298,200** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services.

Program	Total
MHSSA Grant Program *Effective October 15,2023 – August 30, 2025*	**$70,200**
Rainbow Connections Innovation Program Supports *Effective September 6, 2024 – December 31, 2027*	**$ 154,500**
Behavioral Health Bureau Media and Outreach Support *Effective August 1, 2026 – June 30, 2027*	**$73,500**
Grand Total	**$298,200**

3. There shall be no travel reimbursement allowed during this Agreement.

4. CONTRACTOR will submit a claim on a monthly basis using Exhibit C: Behavioral Health Invoice Forms for services rendered via email to MCHDBHFinance@countyofmonterey.gov.

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5. Claims shall be submitted within thirty (30) days after the end of each month, and within thirty (30) calendar days after the termination date of this MOU. All claims not submitted after thirty (30) calendar days following the end of the fiscal year, or thirty (30) days after termination date of this MOU shall not be subject to reimbursement by the County.

B. CONTRACTORS BILLING PROCEDURES

1. 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.

2. 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.

3. No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

4. 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.

5. DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

(The remainder of this page is intentionally left blank)

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EXHIBIT C-3: INVOICE TEMPLATE

EXHIBIT C-3 **County of Monterey Behavioral Health - Invoice Form**

Contractor:	Tovar Strategies, Inc. dba TMD Creative	**Invoice Number:**	
Address Line 1:	90 West Alisal Street	**County PO No.:**	
Address Line 2:	Salinas, CA 93901	**Invoice Period:**	
Tel. No.:	831-758-6425		
Contract Term:	October 15, 2023 - December 31, 2027	**Final Invoice :**	(Check if Yes)
BH Division :	Behavioral Health		BH Control Number

Date of Service	Service Description	Rate	Number of services for this	Dollar Amount Requested for this	N/A	N/A
	Program 1: Website Development	$165/hour				
	Program 1: Messaging and Strategy	$150/hour				
	Program 1: Design Services	$165/hour				
	Program 1: Spanish Translation	$135/hour				
	Program 2: Messaging and Strategy	$200/hour				
	Program 2: Design Services	$330/hour				
	Program 2: Social Media Management	$1,200/month				
	Program 2: Spanish Translation	$270/hour				
	Program 3: Messaging and Copywriting	$200/hour				
	Program 3: Graphic Design Services	$330/hour				
	Program 3: Social Media Management	$1,200/month				
	Program 3: Video Production	$937.50/video				
TOTALS:						

Provide Details for each Date Service:

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@countyofmonterey.gov	Behavioral Health Authorization for Payment	
		Authorized Signatory	Date

Docusign Envelope ID: E073B6A2-4CFF-48FB-8361-E72596F41C3E

AMENDMENT #2
TO STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
TOVAR STRATEGIES INC. dba TMD CREATIVE INC.

This Amendment No. 2 to the County of Monterey Standard Agreement entered into by and between the **County of Monterey**, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and between **Tovar Strategies Inc. dba TMD Creative Inc.** (hereinafter referred to as "CONTRACTOR").

WHEREAS, the COUNTY entered into a STANDARD AGREEMENT with CONTRACTOR in the amount of $171,900 for the term of October 15, 2023, to August 30, 2025, to provide professional web design and media specialist services;

WHEREAS, the COUNTY and CONTRACTOR entered into AMENDMENT NO. 1 to AGREEMENT NO. A-17080 to revise the Fiscal Provisions for a revised total agreement amount not to exceed $223,400 and to extend the term to June 30, 2026;

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT as specified below:

1. Revise Exhibit A-1: SCOPE OF SERVICES/PAYMENT PROVISIONS – Program 1: MHSSA Grant Program.
2. Amend the term of Program 1: MHSSA Grant Program to the period of October 15, 2023 – August 30, 2025.
3. Extend the term of Program 2: Rainbow Connections to the period of September 6, 2024 – December 31, 2027.
4. Amend Exhibit C-1: Monterey County Behavioral Health – Invoice Form.
5. Revise the amount for Program 1 from $171,900 to $70,200 and the amount for Program 2 from $51,500 to $154,500 for a total maximum Agreement amount to $224,700.

NOW THEREFORE, the COUNTY and CONTRACTOR hereby agree to amend the AGREEMENT as follows:

1. Section 2.0 "PAYMENT PROVISIONS" shall be amended by removing, "The total amount payable by County to CONTRACTOR shall not exceed the sum of $223,400." and replacing it with "The total amount payable by County to CONTRACTOR under this agreement shall not exceed the sum of $224,700."

2. Section 3.0 "TERM OF AGREEMENT" shall be amended by removing, "The term of this Agreement is from 10/15/2023 to 6/30/2026, unless sooner terminated pursuant to the terms of this Agreement." and replacing it with "The term of this Agreement is from 10/15/2023 to 12/31/2027, unless sooner terminated pursuant to the terms of this Agreement."

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3. EXHIBIT A-2: SCOPE OF SERVICES/PAYMENT PROVISIONS replaces EXHIBIT A-1: SCOPE OF SERVICES/PAYMENT PROVISIONS. All references in the AGREEMENT to EXHIBIT A shall be construed to refer to EXHIBIT A-2.

4. EXHIBIT C-2: MONTEREY COUNTY BEHAVIORAL HEALTH – INVOICE FORM replaces EXHIBIT C-1: MONTEREY COUNTY BEHAVIORAL HEALTH – INVOICE FORM. All references in the AGREEMENT to EXHIBIT C shall be construed to refer to EXHIBIT C-2.

5. 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.

6. A copy of this Amendment No. 2 shall be attached to the original AGREEMENT dated October 15, 2023.

Docusign Envelope ID: E073B6A2-4CFF-48FB-8361-E72596F41C3E

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Amendment No. 2 to the Standard Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

By: DocuSigned by: _____
C7A30BA39CA8423...
Department Head

Date: 7/15/2025 | 6:06 PM PDT

Approved as to Form [1]

By: DocuSigned by: Kevin Serrano
CF464EA4829E4B5...
County Counsel

Date: 6/6/2025 | 2:42 PM PDT

Approved as to Fiscal Provisions[2]

By: DocuSigned by: Patricia Ruiz
E79EF0A5E5745AF6...
Auditor-Controller

Date: 6/9/2025 | 8:29 AM PDT

Approved as to Liability Provisions[3]

By: _____
Risk Management

Date: _____

CONTRACTOR

Tovar Strategies Inc.
Contractor's Business Name*

By: Signed by: Monica Tovar
88233105125B4F8...
(Signature of Chair, President, or Vice-President)*

Monica Tovar, President
Name and Title

Date: 5/28/2025 | 4:06 PM PDT

By: DocuSigned by: _____
AC31DE0BCB43A...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

William Tovar, Assistant Secretary
Name and Title

Date: 5/29/2025 | 7:46 AM 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. 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-2: SCOPE OF SERVICES / PAYMENT PROVISIONS

County of Monterey Standard Agreement
by and between
County of Monterey, Health Department, Behavioral Health Bureau,
Hereinafter referred to as "COUNTY"
AND
Tovar Strategies Inc. dba TMD Creative Inc., hereinafter referred to as "CONTRACTOR"

I. PROGRAM SCOPE OF SERVICES

Program 1: MHSSA Grant Program
**Effective October 15, 2023 – August 30, 2025*

A. PURPOSE

The Mental Health Services Oversight and Accountability Commission awarded the County a 4-year Mental Health Student Services Act (MHSSA) grant to build infrastructure for mental health systems at identified school sites and to refine and enhance suicide prevention, intervention, and postvention protocols with the goal of improving student mental health and wellbeing. To guarantee access to information about grant-funded endeavors as required by the MHSOAC and to spread awareness of mental health supports for school-aged children and youth, grant funding was allocated for web design and media specialist services.

CONTRACTOR will provide creative direction and oversight and content review for web and media content to increase awareness of and linkage to mental health services for students and their families.

B. SERVICES

CONTRACTOR shall provide services, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

1. Website Development
   a) CONTRACTOR shall provide website design for services for school-aged children within the COUNTY established website. CONTRACTOR shall provide design mock-ups as well as graphics, fonts, and photos needed for COUNTY to recreate the design on county website.
   b) COUNTY shall provide any necessary County of Monterey logos and images for use on the site.
   c) COUNTY shall provide necessary text and content information needed for all pages.
   d) CONTRACTOR shall provide content review and editing for all pages of the site.
   e) CONTRACTOR shall identify keywords that target desired audience and give recommendations on aligning content with the keywords. CONTRACTOR shall lay

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foundation for Search Engine Optimization (SEO) by identifying search-friendly URL options and provide to COUNTY.

2. Design, Messaging and Strategy
   a) CONTRACTOR shall provide creative direction and development of concept messaging across all platforms, including website and print materials.
   b) CONTRACTOR shall provide creative direction and oversight of all design components, including integration of branding and design elements (colors, simple page transitions, and header and footer appearance). COUNTY must approve all design elements.
   c) CONTRACTOR shall meet with the COUNTY a minimum of 1 hour per month to identify target audiences, review strategies for distribution of information to the public, and provide overview of channels to be utilized to share information.
   d) CONTRACTOR shall create design comps based upon the preliminary design concept in CONTRACTOR hosted environment. All development activities and review of the design concept will be performed in CONTRACTOR hosted environment.
   e) CONTRACTOR shall develop themes and templates for printed collateral materials, including flyers, brochures, and information cards.
   f) CONTRACTOR shall design templates consistent with the identified branding and messaging themes.
   g) CONTRACTOR shall make necessary adjustments to messaging or communication strategies based on CONTRACTOR recommendations or COUNTY needs.
3. Spanish Translation Services
   a) CONTRACTOR shall provide the Spanish translation of written communications, including website content and any relevant marketing or design materials upon request of COUNTY.
   b) COUNTY shall determine what content will need to be translated.
   c) CONTRACTOR shall provide the Spanish translation of the content at as per Rate Table below.
   d) COUNTY must approve what content is to be considered technical for translation purposes prior to translation.
4. Compliance with Terms of Federal and/or State Grants. If this Agreement is funded with monies received by the COUNTY pursuant to contract(s) with the Federal and/or State government in which the COUNTY is the grantee, CONTRACTOR shall comply with all provisions of said contract(s), to the extent applicable to CONTRACTOR as a sub-grantee under said contract(s), and said provisions shall be deemed a part of this Agreement as if fully set forth herein. Upon request, COUNTY shall deliver a copy of said contract(s) to CONTRACTOR at no cost to CONTRACTOR.

C. DESIGNATED CONTRACT MONITOR

Kacey Rodenbush, LMFT
Behavioral Health Services Manager II

Docusign Envelope ID: E073B6A2-4CFF-48FB-8361-E72596F41C3E

Children's Behavioral Health, Services to Education
299 12th Street Suite A
Marina, CA 93933
(831) 647-7651
Salinas, CA 93905
(831)784-2170

Program 2: Rainbow Connections Innovation Program Supports

A. PURPOSE

The Mental Health Services Oversight and Accountability Commission awarded the County a Rainbow Connections grant to implement a systems approach to establish a county-wide network of providers that collaborate and interconnect to improve school climate and cultivate environments of belonging for LGBTQ youth at home, school, and in their communities that empower, value, and embrace diversity. To guarantee access to information about grant-funded endeavors as required by the MHSOAC and to spread awareness of mental health supports for underserved groups, grant funding was allocated for media specialist services.

CONTRACTOR will provide creative direction and oversight for branding and media content to increase awareness of and linkage to mental health services for students, families, and their community.

B. SERVICES

CONTRACTOR shall provide services, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

1. Design, Messaging and Strategy
   a) CONTRACTOR shall provide creative direction and development of concept messaging across all platforms, including website, Facebook, Instagram, and print materials.
   b) CONTRACTOR shall provide creative direction and oversight of all design components, including integration of branding and design elements (colors, simple page transitions, and header and footer appearance). COUNTY must approve all design elements.
   c) CONTRACTOR shall meet with the COUNTY a minimum of1 hour per month to identify target audiences, review strategies for distribution of information to the public, and provide overview of channels to be utilized to share information.
   d) CONTRACTOR shall create design comps based upon the preliminary design concept in CONTRACTOR hosted environment. All development activities and review of the design concept will be performed in CONTRACTOR hosted environment.
   e) CONTRACTOR shall develop themes and templates for printed collateral materials, including flyers, brochures, and information cards.

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f) CONTRACTOR shall design social media graphics and templates consistent with the identified branding and messaging themes.
g) CONTRACTOR shall make necessary adjustments to messaging or communication strategies based on CONTRACTOR recommendations or COUNTY needs.

2. Social Media
   a) CONTRACTOR shall provide social media management services through content calendar management and strategy, hashtag research, and overall implementation.
   b) CONTRACTOR shall assess existing assets such as previously designed art and templates and overall branding.
   c) COUNTY shall provide all login and access information to enable CONTRACTOR to perform assessment and ongoing management. COUNTY shall provide access to previous posts and logos.
   d) CONTRACTOR shall review and refine photos options and initial text provided by the COUNTY and provide appropriate captions and hashtags.
   e) CONTRACTOR agrees to post a minimum of one post per week on each platform agreed upon by CONTRACTOR and COUNTY.
   f) COUNTRACTOR shall provide analytic reports for each platform showing activity and growth once per month.
3. Spanish Translation Services
   a) CONTRACTOR shall provide the Spanish translation of written and verbal communications, including website content, print materials, social media graphics and any associated hashtags and captions, and video production upon request of COUNTY.
   b) COUNTY shall determine what content will need to be translated.
   c) CONTRACTOR shall provide the Spanish translation of the content at as per Rate Table below.
   d) COUNTY must approve what content is to be considered technical for translation purposes prior to translation.
4. Compliance with Terms of Federal and/or State Grants. If this Agreement is funded with monies received by the COUNTY pursuant to contract(s) with the Federal and/or State government in which the COUNTY is the grantee, CONTRACTOR shall comply with all provisions of said contract(s), to the extent applicable to CONTRACTOR as a sub-grantee under said contract(s), and said provisions shall be deemed a part of this Agreement as if fully set forth herein. Upon request, COUNTY shall deliver a copy of said contract(s) to CONTRACTOR at no cost to CONTRACTOR.

C. DESIGNATED CONTRACT MONITOR

Kacey Rodenbush, LMFT
Behavioral Health Services Manager II
Children's Behavioral Health, Services to Education
299 12th Street Suite A
Marina, CA 93933
(831) 647-7651

Docusign Envelope ID: E073B6A2-4CFF-48FB-8361-E72596F41C3E

II. PAYMENT PROVISIONS

A. COMPENSATION/PAYMENT

1. The total compensation for services rendered shall be based on the following rates:

MHSSA Grant Program		
Deliverable	Terms	Rate
Website Development		
Investment	Not to exceed 80 hours per year and $26,400 total.	$165/hour
Design and Messaging		
Messaging and Strategy	Not to exceed 40 hours per year and $12,000 total.	$150/hour
Design Services	Not to exceed 80 hours per year and $26,400 total.	$165/hour
Translation Services		
Spanish Translation - Website	Not to exceed 10 hours per year and $2,700 total.	$135/hour
Spanish Translation – Marketing Materials	Not to exceed 10 hours per year and $2,700 total.	$135/hour
Subtotal	**$70,200**	
Rainbow Connections Innovation Program Supports		
Deliverable	Terms	Rate
Design and Messaging		
Messaging and Strategy	Not to exceed 120 hours and $24,000 total.	$200/hour
Design Services	Not to exceed 240 hours and $79,200 total.	$330/hour
Social Media Management		
Social Media Management	Up to 36 Months of Social Media management. Includes 1 post per week. Work shall not exceed 10 hours per month. Total cost will not exceed $43,200.	$1,200/month
Translation Services		
Spanish Translation – Website, Marketing Materials, Social Media	Not to exceed 30 hours and $8,100 total.	$270/hour

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Materials		
Subtotal	**$154,500**	
Total	**$224,700**	

2. County shall pay a maximum amount not to exceed **$224,700** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services.

Program	Total
MHSSA Grant Program *Effective October 15,2023 – August 30, 2025*	**$70,200**
Rainbow Connections Innovation Program Supports *Effective September 6, 2024 – December 31, 2027*	**$ 154,500**
Grand Total	**$224,700**

3. Payments shall not exceed $200,000 per fiscal year.

4. There shall be no travel reimbursement allowed during this Agreement.

5. CONTRACTOR will submit a claim on a monthly basis using Exhibit C: Behavioral Health Invoice Forms for services rendered via email to MCHDBHFinance@countyofmonterey.gov.

6. Claims shall be submitted within thirty (30) days after the end of each month, and within thirty (30) calendar days after the termination date of this MOU. All claims not submitted after thirty (30) calendar days following the end of the fiscal year, or thirty (30) days after termination date of this MOU shall not be subject to reimbursement by the County.

B. CONTRACTORS BILLING PROCEDURES

1. 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.

2. 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.

3. No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

4. 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.

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5. DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

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EXHIBIT C-2: MONTEREY COUNTY BEHAVIORAL HEALTH - INVOICE FORM

EXHIBIT C-2 **County of Monterey Behavioral Health - Invoice Form**

Contractor:	Tovar Strategies, Inc. dba TMD Creative	**Invoice Number:**	
Address Line 1:	90 West Alisal Street	**County PO No.:**	
Address Line 2:	Salinas, CA 93901	**Invoice Period:**	
Tel. No.:	831-758-6425	**Program:**	MHSSA
Contract Term:	Upon Execution to 8/30/2025	**Final Invoice :**	(Check if Yes)
BH Division :	Behavioral Health		BH Control Number

Date of Service	Service Description	Rate	Number of services for this	Dollar Amount Requested for this	N/A	N/A
	Website Development - Investment - Rate Per Hour	$165.00				
	Messaging and Strategy - Rate Per Month	$500.00				
	Design Services - Rate Per Hour	$165.00				
	Translation Services - Spanish - Website - Rate Per Hour	$135.00				
	Translation Services - Spanish - Marketing Materials - Rate Per Hour	$135.00				
	Translation Services - Spanish - Social Media Materials - Rate Per Hour	$135.00				
TOTALS:						

Provide Details for each Date Service:

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

Docusign Envelope ID: E073B6A2-4CFF-48FB-8361-E72596F41C3E

EXHIBIT C-2 County of Monterey Behavioral Health - Invoice Form

Contractor:	Tovar Strategies, Inc. dba TMD Creative	**Invoice Number:**	
Address Line 1:	90 West Alisal Street	**County PO No.:**	
Address Line 2:	Salinas, CA 93901	**Invoice Period:**	
Tel. No.:	831-758-6425	**Program:**	Rainbow Connections
Contract Term:	Upon Execution to 8/30/2025	**Final Invoice :**	(Check if Yes)
BH Division :	Behavioral Health		BH Control Number

Date of Service	Service Description	Rate	Number of services for this	Dollar Amount Requested for this Period	N/A	N/A
	Messaging an Strategy -Rate per hour	$200.00				
	Design Services - Rate Per Hour	$330.00				
	Translation Services- Spanish	$270.00				
	Social Media Management - Rate per Month	$1,200.00				
TOTALS:						

Provide Details for each Date Service:

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

Docusign Envelope ID: 128ABAC0-CDD4-4038-AE5E-EB290C5D1578

AMENDMENT #1 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & Tovar Strategies Inc. dba TMD Creative Inc.

This Amendment No. 1 to the County of Monterey Standard Agreement entered into by and between the **County of Monterey**, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and between **Tovar Strategies Inc. dba TMD Creative Inc.** (hereinafter referred to as "CONTRACTOR").

WHEREAS, the COUNTY entered into a STANDARD AGREEMENT with CONTRACTOR in the amount of $171,900 for the term of October 15, 2023, to August 30, 2025, to provide professional web design and media specialist services;

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT as specified below:

1. Re-characterize and title the scope of services in the original agreement as "Program 1: MHSSA Grant Program".
2. Create a new "Program 2: Rainbow Connections Innovation Program Supports" with a budget of $51,500.
3. Extend the term of this agreement ending August 30, 2025 to June 30, 2026.
4. Revise the total maximum Agreement amount to $223,400 for the term of October 15, 2023 through June 30, 2026.

NOW THEREFORE, the COUNTY and CONTRACTOR hereby agree to amend the AGREEMENT as follows:

1. 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.

2. EXHIBIT C-1: MONTEREY COUNTY BEHAVIORAL HEALTH – INVOICE FORM replaces EXHIBIT C: MONTEREY COUNTY BEHAVIORAL HEALTH – INVOICE FORM. All references in the AGREEMENT to EXHIBIT C shall be construed to refer to EXHIBIT C-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 dated October 15, 2023.

Docusign Envelope ID: 128ABAC0-CDD4-4038-AE5E-EB290C5D1578

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: DocuSigned by: Debra R. Wilson 7B741937AA0D41B...
Contracts/Purchasing Officer

Date: 8/13/2024 | 11:16 AM PDT

By: _____
Department Head

Date: _____

Approved as to Form [1]
By: Signed by: Shane Eben Strong A0006E208761410...
County Counsel

Date: 8/12/2024 | 2:41 PM PDT

Approved as to Fiscal Provisions[2]
By: DocuSigned by: Patricia Ruiz E79EF64E5745456...
Auditor-Controller

Date: 8/13/2024 | 7:28 AM PDT

Approved as to Liability Provisions[3]

By: _____
Risk Management

Date: _____

CONTRACTOR

Tovar Strategies Inc.
Contractor's Business Name*

By: DocuSigned by: 8823310512564F8...
(Signature of Chair, President, or Vice-President)*

Monica Tovar, President
Name and Title

Date: 7/31/2024 | 6:03 PM PDT

By: DocuSigned by: AC31DE0F6C3B43A...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

William Tovar, Assistant Secretary
Name and Title

Date: 7/31/2024 | 5:54 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. 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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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:

Tovar Strategies Inc. dba TMD Creative 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 are generally described as follows:

Provide: Website creative direction and content review for the Services to Education websites; social media design and management; and video and photography services for Health Department, Behavioral Health Bureau.

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: $ 171,900

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from 10/15/2023 **to** 8/30/2025, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement**.

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

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: Exhibit B: Assurance of Compliance with Monterey County Cultural Competency Policy
Exhibit C: 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.

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 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:**
Elsa Jimenez Director of Health Services	Monica Tovar President
Name and Title	Name and Title
1270 Natividad Road, Salinas CA, 93906	90 W. Alisal Street, Salinas, CA 93901
Address	Address
(831) 755-4526	831-758-6425
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: DocuSigned by: Debra Wilson — Contracts/Purchasing Officer

Date: 10/23/2023 | 7:42 AM PDT

By: DocuSigned by: — Department Head (if applicable)

Date: 10/23/2023 | 8:16 PM PDT

Approved as to Form
County Counsel
Leslie J. Girard, County Counsel

By: DocuSigned by: Shane Eben Strong — Office of the County Counsel

Date: 10/20/2023 | 11:34 AM PDT

Approved as to Fiscal Provisions

By: DocuSigned by: Patricia Ruiz — Auditor/Controller

Date: 10/23/2023 | 7:29 AM PDT

By: — Risk Management

Date:

CONTRACTOR

Tovar Strategies, Inc — Contractor/Business Name *

By: DocuSigned by: Monica Tovar — (Signature of Chair, President, or Vice-President)

Monica Tovar, President — Name and Title

Date: 10/17/2023 | 11:04 AM PDT

By: DocuSigned by: — (Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

William Tovar, Assistant secretary — Name and Title

Date: 10/17/2023 | 11:12 AM 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

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EXHIBIT A: SCOPE OF SERVICES / PAYMENT PROVISIONS

County of Monterey Standard Agreement
by and between
County of Monterey, Health Department, Behavioral Health Bureau,
Hereinafter referred to as "COUNTY"
AND
Tovar Strategies Inc. dba TMD Creative Inc., hereinafter referred to as "CONTRACTOR"

I. SCOPE OF SERVICES

A. PURPOSE

The Mental Health Services Oversight and Accountability Commission awarded the County a 4-year Mental Health Student Services Act (MHSSA) grant to build infrastructure for mental health systems at identified school sites and to refine and enhance suicide prevention, intervention, and postvention protocols with the goal of improving student mental health and wellbeing. To guarantee access to information about grant-funded endeavors as required by the MHSOAC and to spread awareness of mental health supports for school-aged children and youth, grant funding was allocated for web design and media specialist services.

CONTRACTOR will provide creative direction and oversight and content review for web and media content to increase awareness of and linkage to mental health services for students and their families.

CONTRACTOR will provide content management, metrics, social media design and management, paid ad placement, and video and photography services in accordance with the needs of the county to meet these objectives.

B. SERVICES

CONTRACTOR shall provide services, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

1. Website Development
   a) CONTRACTOR shall provide website design for services for school-aged children within the COUNTY established website. CONTRACTOR shall provide design mock-ups as well as graphics, fonts, and photos needed for COUNTY to recreate the design on county website.
   b) COUNTY shall provide any necessary County of Monterey logos and images for use on the site.
   c) COUNTY shall provide necessary text and content information needed for all pages.

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d) CONTRACTOR shall provide content review and editing for all pages of the site.
e) CONTRACTOR shall identify keywords that target desired audience and give recommendations on aligning content with the keywords. CONTRACTOR shall lay foundation for Search Engine Optimization (SEO) by identifying search-friendly URL options and provide to COUNTY.

2. Design and Messaging
   a) CONTRACTOR shall provide creative direction and development of concept messaging across all platforms, including website, Facebook, Instagram, and print materials.
   b) CONTRACTOR shall provide creative direction and oversight of all design components, including integration of branding and design elements (colors, simple page transitions, and header and footer appearance). COUNTY must approve all design elements.
   c) CONTRACTOR shall meet with the COUNTY a minimum of 2 hours to identify target audiences, review strategies for distribution of information to the public, and provide overview of channels to be utilized to share information.
   d) CONTRACTOR shall create design comps based upon the preliminary design concept in CONTRACTOR hosted environment. All development activities and review of the design concept will be performed in CONTRACTOR hosted environment.
   e) CONTRACTOR shall develop themes and templates for printed collateral materials, including flyers, brochures, and information cards.
   f) CONTRACTOR shall design social media graphics and templates consistent with the identified branding and messaging themes.
   g) CONTRACTOR shall make necessary adjustments to messaging or communication strategies based on CONTRACTOR recommendations or COUNTY needs.
   h) CONTRACTOR shall provide printed materials and/or swag items as requested by COUNTY.
3. Social Media
   a) CONTRACTOR shall provide social media management services through content calendar management and strategy, hashtag research, and overall implementation.
   b) CONTRACTOR shall assess existing assets such as previously designed art and templates and overall branding.
   c) COUNTY shall provide all login and access information to enable CONTRACTOR to perform assessment and ongoing management. COUNTY shall provide access to previous posts and logos.
   d) CONTRACTOR shall review and refine photos options and initial text provided by the COUNTY and provide appropriate captions and hashtags.
   e) CONTRACTOR agrees to post a minimum of two posts per week on each platform agreed upon by CONTRACTOR and COUNTY.

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f) COUNTRACTOR shall provide analytic reports for each platform showing activity and growth once per month.
g) CONTRACTOR shall provide up to 24 months of sponsored ad oversight to better engage with target audiences and drive individuals to specific calls to action.

4. Photography and Videography
   a) CONTRACTOR shall provide photography and videography services at the rate specified in Rate Table.
   b) CONTRACTOR shall include the editing and toning of all professional photographs to be used on the site in the photography fee rate specified in Rate Table.
   c) CONTRACTOR shall guarantee that photographer will follow best practices with all photography and editing, and shall provide 2 hours of reshoot at no additional cost if requested by COUNTY.
   d) CONTRACTOR acknowledges that all professional photos taken, and all stock photos purchased for the purpose of this agreement are the property of the County of Monterey.
   e) CONTRACTOR shall create, shoot, and edit videos up to two minutes long in English and Spanish at rate specified in Rate Table below.
5. Television Media Placement
   a) CONTRACTOR shall provide the opportunity for outreach and community engagement through paid advertising space on KION 46, FOX 35, Telemundo, and CW as part of their Be Mindful campaign.
6. Spanish Translation Services
   a) CONTRACTOR shall provide the Spanish translation of written and verbal communications, including website content, print materials, social media graphics and any associated hashtags and captions, and video production upon request of COUNTY.
   b) COUNTY shall determine what content will need to be translated.
   c) CONTRACTOR shall provide the Spanish translation of the content at as per Rate Table below.
   d) COUNTY must approve what content is to be considered technical for translation purposes prior to translation.
7. Compliance with Terms of Federal and/or State Grants. If this Agreement is funded with monies received by the COUNTY pursuant to contract(s) with the Federal and/or State government in which the COUNTY is the grantee, CONTRACTOR shall comply with all provisions of said contract(s), to the extent applicable to CONTRACTOR as a sub-grantee under said contract(s), and said provisions shall be deemed a part of this Agreement as if fully set forth herein. Upon request, COUNTY shall deliver a copy of said contract(s) to CONTRACTOR at no cost to CONTRACTOR.

C. DESIGNATED CONTRACT MONITOR

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Marni R. Sandoval, Psy.D.
Deputy Director, Child and Adolescent Services
Monterey County Behavioral Health Bureau
951-B Blanco Circle
Salinas, CA 93901
(831) 784-2170

II. PAYMENT PROVISIONS

A. COMPENSATION/PAYMENT

1. County shall pay a maximum amount not to exceed **$171,900** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services.

2. The total compensation for services rendered shall be based on the following rates:

DELIVERABLE	TERMS	RATE
Website Development		
Investment	Not to exceed 80 hours per year and $26,400 total.	$165/hour
Design and Messaging		
Messaging and Strategy	Not to exceed 40 hours per year and $12,000 total.	$150/hour
Design Services	Not to exceed 80 hours per year and $26,400 total.	$165/hour
Print Investment	Not to exceed $12,000 of materials.	Up to $12,000 total.
Social Media		
Social Media Management	Up to 24 Months of Social Media management. Includes 2 posts per week. Work shall not exceed 10 hours per month. Total cost will not exceed $28,800.	$1,200/month
Social Media Paid Ad Placement	Up to 24 Months of sponsored ad oversight at $24,000.	$1,000/month
Photography and Videography		
Photography	Not to exceed 4 hours of shooting and photo editing per year and $3,200 total.	$400/hour
Video Production: English	Not to exceed 3 hours of shooting and editing per year and $5,000 total.	$833.33/hour
Video Production: Spanish	Not to exceed 3 hours of shooting and editing per year and $5,000 total.	$833.33/hour
Television Media Placement		
Media Placement	$350 per 30-second spot. Not to exceed	$350/30-second spot

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	$21,000 total.	
Translation Services		
Spanish Translation - Website	Not to exceed 10 hours per year and $2,700 total.	$135/hour
Spanish Translation – Marketing Materials	Not to exceed 10 hours per year and $2,700 total.	$135/hour
Spanish Translation – Social Media Materials	Not to exceed 10 hours per year and $2,700 total.	$135/hour
Total	**$171,900**	

3. There shall be no travel reimbursement allowed during this Agreement.

4. CONTRACTOR will submit a claim on a monthly basis using Exhibit C: Behavioral Health Invoice Form for services rendered via email to MCHDBHFinance@co.monterey.ca.us.

5. Claims shall be submitted within thirty (30) days after the end of each month, and within thirty (30) calendar days after the termination date of this MOU. All claims not submitted after thirty (30) calendar days following the end of the fiscal year, or thirty (30) days after termination date of this MOU shall not be subject to reimbursement by the County.

B. CONTRACTORS BILLING PROCEDURES

1. 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.

2. 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.

3. No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

4. 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.

5. DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

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EXHIBIT B: ASSURANCE OF COMPLIANCE WITH MONTEREY COUNTY CULTURAL COMPETENCY POLICY

In a culturally competent system, each provider organization shows respect for and responds to individual differences and special needs. Services are provided in the appropriate cultural context and without discrimination related to race, national origin, income level, religion, gender, sexual orientation, age, or physical disability, to name a few. Culturally competent caregivers are aware of the impact of their own culture on their relationships with consumers/families and know about and respect cultural and ethnic differences. They adapt their skills to meet each individual's/family's values and customs. Cultural competence is a developmental and dynamic process – one that occurs over time.

Organizations in a Culturally Competent Service System Promote:

Quality Improvement

- Continuous evaluation and quality improvement
- Supporting evidence-based, promising, community defined, and emerging practices that are congruent with ethnic/racial/linguistic group belief systems, cultural values and help-seeking behaviors.

Collaboration

- Collaborating with Behavioral Health and other community programs
- Resolving barriers to partnerships with other service providers

Access

- Providing new services to unserved and underserved children, youth, adults and/or older adults
- Reducing disparities in access to, and retention in, care as identified in the Mental Health Services Act Plan
- Ensuring representation of mental health services consumers, family members of a mental health services consumer, and/or representatives from unserved communities on their advisory/governance body or committee for development of service delivery and evaluation (with a minimum target of 40%).
- Developing recruitment, hiring, and retention plans that are reflective of the population focus, communities' ethnic, racial, and linguistic populations.

Cultural Competent Services:

- Are available, accessible and welcoming to all clients regardless of race, ethnicity, language, age, and sexual orientation.
- Provide a physical environment that is friendly, respectful and inclusive of all cultures.
- Provide information, resources and reading materials in multilingual formats.
- Promote and foment culturally accepted social interactions, respect and healthy behaviors within the family constellation and service delivery system.

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- Provide options for services, which are consistent with the client's beliefs, values, healing traditions, including individual preferences for alternative, spiritual and/or holistic approaches to health.
- Offer services in unserved and underserved communities.
- Have services available in the evening and on weekends to ensure maximum accessibility.
- Offer services in Spanish and other necessary languages (such as Tagalog, Vietnamese, Oaxacan, Trique and other languages spoken of Monterey County residents).

Definitions for Cultural Competency

"Cultural Competence" is defined as a set of congruent practice skills, knowledge, behaviors, attitudes, and policies that come together in a system, agency, or among consumer providers, family members, and professionals that enables that system, agency, or those professionals and consumers, and family member providers to work effectively in cross-cultural situations.

(Adapted from Cross, et al., 1989; cited in DMH Information Notice No.02-03).

"Cultural Competence" is a means to eliminating cultural, racial and ethnic disparities. Cultural Competence enhances the ability of the whole system to incorporate the languages, cultures, beliefs and practices of its clients into the service. In this way all clients benefit from services that address their needs from the foundation of their own culture. Strategies for elimination of these disparities must be developed and implemented. Cultural Competence must be supported at all levels of the system.

(CMHDA Framework for Eliminating Cultural, Linguistic, Racial and Ethnic Behavioral Health Disparities)

[Cultural Competency] A set of congruent behaviors, attitudes, and policies that come together in a system, agency or amongst professionals and consumers and enables that system, agency or those professionals and consumers to work effectively in cross-cultural situations.

(Cross, Bazron, Dennis & Issacs, 1989)

The ability to work effectively with culturally diverse clients and communities.

(Randall David, 1994)

CONTRACTOR hereby agrees that it will comply with the principles and guidelines set forth in Monterey County's Health Department – Behavioral Health's Cultural Competency Policy (as outlined above), and will:

1. Develop organizational capacity to provide services in a culturally and linguistically competent manner. This may include: hiring staff with the linguistic capabilities needed to meet the diverse language needs in Monterey County (for example, Spanish, Tagalog, Vietnamese, Oaxacan, Trique, American Sign Language (ASL), Middle Eastern languages); providing staff with training in cultural competency; making services accessible at locations and times that minimize access barriers, and ensuring that staff have an open, welcoming and positive attitude and feel comfortable working with diverse cultures.

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2. Create a physical environment that ensures people of all cultures, ages and sexual orientation feel welcome and cared for. This may include: decorating waiting and treatment areas with pictures that reflect the diverse cultures of Monterey County; providing reading materials, resources and magazines in varied languages, at appropriate reading levels and suitable for different age groups, including children and youth; consideration of cultural differences and preferences when offering refreshments; ensuring that any pictures, symbols or materials on display are not unintentionally disrespectful to another culture.

3. Provide a services delivery environment that ensures people of all cultures, ages and sexual orientation feel welcome and cared for. This may include: respect for individual preferences for alternative, spiritual and/or holistic approaches to health; a reception staff that is competent in the different languages spoken by consumers/families; staff that is knowledgeable of cultural and ethnic differences and needs, and is able and willing to respond an appropriate and respectful manner.

4. Support the county's goal to reduce disparities to care by increasing access and retention while decreasing barriers to services by unserved and underserved communities.

5. Include the voice of multi-cultural youth, client and family members, including: monolingual and bilingual clients and family members and representatives from unserved and underserved communities, in the advisory/governance body or committee for development of service delivery, planning and evaluation (County Goal: 40%)

6. Participate in outcome evaluation activities aimed at assessing individual organizations as well as countywide cultural competency in providing mental health services.

7. As requested, meet with the Monterey County Health Department - Behavioral Health Director or designee to monitor progress and outcomes of the project.

8. Ensure that 100% of staff, over a 3 year period, participate in cultural competency training including, but not limited to, those offered by Monterey County Behavioral Health.

Dissemination of these Provisions. CONTRACTOR shall inform all its officers, employees, agents, and subcontractors providing services hereunder of these provisions.

By my signature below, as the authorized representative of the CONTRACTOR named below, I certify acceptance and understanding for myself and the CONTRACTOR of the above provisions.

Tovar Strategies, Inc. dba TMD Creative

Contractor (Organization Name)

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DocuSigned by:
Monica Tovar
8823310512564F8...

Signature of Authorized Representative

Monica Tovar

Name of Authorized Representative

10/17/2023 | 11:04 AM PDT

Date

Owner

Title of Authorized Representative

DocuSign Envelope ID: 8DC02E61-CA4B-4916-9FEB-6699CBF674F3

EXHIBIT C: MONTEREY COUNTY BEHAVIORAL HEALTH - INVOICE FORM

EXHIBIT C **County of Monterey Behavioral Health - Invoice Form**

Contractor:	Tovar Strategies, Inc. dba TMD Creative	**Invoice Number:**	
Address Line 1:	90 West Alisal Street	**County PO No.:**	
Address Line 2:	Salinas, CA 93901	**Invoice Period:**	
Tel. No.:	831-758-6425		
Contract Term:	Upon Execution to 8/30/2025	**Final Invoice :**	(Check if Yes)
BH Division :	Behavioral Health		BH Control Number

Date of Service	Service Description	Rate	Number of services for this Period	Dollar Amount Requested for this	N/A	N/A
	Website Development - Investment - Rate Per Hour	$165				
	Messaging and Strategy - Rate Per Month	$500.00				
	Design Services - Rate Per Hour	$165.00				
	Print Investment - See Exhibit A - Rate Table for Details ($12,000 maximum)					
	Social Media Management - Rate Per Month	$1,200.00				
	Social Media Paid Ad Placement - Rate Per Month	$1,000.00				
	Photography - Rate Per Hour	$400.00				
	Video Production - English - Rate Per Hour	$833.33				
	Video Production - Spanish - Rate Per Hour	$833.33				
	Television Media Placement - Rate Per 30-Second Spot	$350.00				
	Translation Services - Spanish - Website - Rate Per Hour	$135.00				
	Translation Services - Spanish - Marketing Materials - Rate Per Hour	$135.00				
	Translation Services - Spanish - Social Media Materials - Rate Per Hour	$135.00				
TOTALS:						

Provide Details for each Date Service:

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: 7/29/2026
Version: 1

Current Status: Criminal Justice - Consent
Matter Type: BoS Agreement

a. Authorize the County Purchasing Agent or designee to sign a two-year grant funded Agreement in the award amount of $56,038 with First 5 Monterey County to support the Probation Department's Child Advocate Program for a term retroactive to July 1, 2026 through June 30, 2028; and
b. Authorize the County Purchasing Agent or designee 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 exceed an aggregate award amount of $200,000 per fiscal year and fall within the signing authority of the County Purchasing Agent or designee subject to County Counsel review.

RECOMMENDATION:
It is recommended that the Board of Supervisors:

a. Authorize the County Purchasing Agent or designee to sign a two-year grant funded Agreement in the award amount of $56,038 with First 5 Monterey County to support the Probation Department's Child Advocate Program for a term retroactive to July 1, 2026 through June 30, 2028; and
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SUMMARY:

The Probation Department recommends approval of the Agreement with First 5 Monterey County to provide reimbursement in the amount of $56,038 in grant funding, for a term retroactive to July 1, 2026, through June 30, 2028. This funding will support the Child Advocate Program and ensure the continued delivery of vital services to children exposed to domestic violence at an early age.

DISCUSSION:
Probation has been a recipient of First 5 Monterey County grant funding since 2003, providing valuable services to children aged zero to five who have been exposed to domestic violence.

As a partner of the Door to Hope Integrated Service Collaborative, Probation has been allocated grant funding to support the Child Advocate Program (CAP) for the two-year period from July 1, 2026, through June 30, 2028. The proposed Agreement outlines the roles, responsibilities, and level of services to be provided during the grant term.

Door to Hope, serving as the lead agency for the collaborative, maintains strong partnerships with local agencies and organizations dedicated to supporting children from prenatal through age five. The

collaboration focuses on promoting healthy child and family development for those facing multiple vulnerabilities and risk factors, by strengthening connections and improving quality of life through a coordinated system of care.

Probation's CAP Unit provides services to children ages zero to five who have been exposed to domestic violence, child abuse, or other forms of harmful stress. Its primary goal is to ensure that children from violent or unstable home environments are developmentally and emotionally ready to enter kindergarten. The CAP Unit works intensively with each family by providing ongoing home visits to help ensure safe and stable living conditions, facilitates group parent education classes, and offers referrals to community resources, counseling, and additional support services based on identified needs. The Unit serves approximately 120 families each year.

First 5 funds help cover the cost of a bilingual counselor for the Child Advocate Program, supporting the services provided to children and families participating in CAP.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Agreement for First 5 funding has been approved by County Counsel as to legal form and by the Auditor-Controller as to fiscal terms.

FINANCING:
Funding in the amount of $28,019 to support the program is included in Probation's Adopted Budget for FY 26-27, Fund 1001, Department 255004. Funding for $28,019 will also be allocated to Probation for FY 27-28, for a total of $56,038 for the duration of the two-year grant. There will be no impact on General Fund Contributions associated with this recommendation.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This recommendation supports the Board of Supervisors' Strategic Plan Goals of Well-Being and Quality of Life by enhancing the quality of life and promoting a healthy environment for children, and Safe and Resilient Communities by fostering a safe family environment through crisis intervention, family stabilization, service referrals, and ongoing monitoring and supervision.

_X__ 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: Marcela Barbosa, Management Analyst II, Ext. 1100
Approved by: Jose Ramirez, Chief Probation Officer, Ext. 3913

Attachment: Agreement with First 5 Monterey County

Introduced: 7/29/2026
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

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_X__ 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: Marcela Barbosa, Management Analyst II, Ext. 1100
Approved by: Jose Ramirez, Chief Probation Officer, Ext. 3913

Attachment: Agreement with First 5 Monterey County

Docusign Envelope ID: 9622584E-23C2-814A-819E-5A4B5FA94D91

AGREEMENT BETWEEN
FIRST 5 MONTEREY COUNTY
AND
COUNTY OF MONTEREY – PROBATION DEPARTMENT

FUNDED PARTNER:	**County of Monterey – Probation Department**
MANAGEMENT AGENCY PARTNER	Door to Hope
PROJECT/SERVICES	Strong Start Partnership - Care Coordination Direct Services
AGREEMENT TERM:	July 1, 2026 through June 30, 2028
AGREEMENT AMOUNT:	$56,038.00
CONTACT PERSON:	Program Contact: Debra Perez, Probation Services Manager PerezD1@countyofmonterey.gov Fiscal Contact: Dawn Soza, Finance Manager SozadD@countyofmonterey.gov
ADDRESS:	168 W. Alisal St., Salinas, CA 93901

This Agreement is between MONTEREY COUNTY CHILDREN & FAMILIES COMMISSION, publicly known as FIRST 5 MONTEREY COUNTY, referred to as "F5MC", and COUNTY OF MONTEREY – PROBATION DEPARTMENT, referred to as "FUNDED PARTNER" to implement the Strong Start Partnership.

Whereas all services provided herein are in furtherance of the goals and objectives in the F5MC Strategic Plan Framework July 2023- June 2029; and

Whereas, on February 23, 2026, the Commissioners delegated authority to the Executive Director to negotiate, execute, and amend a contract with FUNDED PARTNER for the services described in this Agreement.

IT IS HEREBY MUTUALLY AGREED that the parties will adhere to the provisions of this Agreement, including **Exhibit A** (Scope of Work); **Exhibit B** (Budget); **Exhibit C** (Insurance Requirements); **Exhibit D** (Applicable Laws Regarding Non-Discrimination); and **Exhibit E** (Applicable Laws regarding Confidentiality); **Exhibit F** (Business Associates Agreement); and **Exhibit G** (Best Practices for Protecting All Client Information). Exhibits A-G are attached hereto and incorporated herein by this reference.

FUNDED PARTNER APPROVALS

Signed by: Anne k. Brereton 07025F3AA36B4A4...
7/30/2026
Anne Brereton, Deputy County Counsel, County of Monterey — Date

Contracts Purchasing Agent
County of Monterey — Date

DocuSigned by: Patricia Ruiz E79EF64E57454F6...
7/31/2026
Auditor-Controller's Office
County of Monterey — Date

Signed by: Jose Ramirez F0313DA3CADA4C9...
8/3/2026
Jose Ramirez, Chief Probation Officer,
County of Monterey — Date

Tax Identification Number: 94-6000524

FIRST 5 MONTEREY COUNTY APPROVALS

DocuSigned by: Francine Rodd 9F5AAA34963D4FF...
7/29/2026
Francine Rodd, Executive Director — Date

Signed by: Kerstine Curtis 6BB1CF91B64F425...
7/29/2026
Kerstine Curtis, Director of Finance — Date

Docusign Envelope ID: 9622584E-23C2-814A-819E-5A4B5FA94D91

I. TERM OF AGREEMENT AND COMPENSATION

A. Term of Agreement. The term of this Agreement is from July 1, 2026 to and including June 30, 2028.

B. Compensation. F5MC will compensate FUNDED PARTNER for services provided hereunder in an amount not to exceed $56,038.00 for the term of the Agreement as stated above. F5MC will compensate FUNDED PARTNER according to the Budget shown in Exhibit B, subject to the terms and conditions set forth in this Agreement, for services rendered according to the Scope of Work as shown in Exhibit A.

II. TERMINATION

A. Termination Without Cause. F5MC may terminate this Agreement without cause by giving the FUNDED PARTNER thirty (30) days written notice.

B. Termination for Cause. If either party determines that the other party has not met or will not meet the requirements of this Agreement, that party may provide the other party with a three (3) day written notice to cure such deficiency or deficiencies or to provide assurances that it will perform under the Agreement. If the party receiving such three (3) day written notice has not cured within such period, the originally-notifying party shall then provide a notice of termination specifying the reason for termination and indicating the effective date of termination.

F5MC may terminate this Agreement for cause when it concludes, in its sole determination that FUNDED PARTNER has:

1) Materially breached of this Agreement;
2) Violated any applicable local, state, or federal laws;
3) Assigned any of the services described in this Agreement to a subcontractor without prior written consent from F5MC;
4) Failed to provide services to F5MC's reasonable satisfaction;
5) Failed to comply with F5MC reporting and audit requirements; or
6) Improperly used funds provided by F5MC under this Agreement.

C. Termination Due to Change in State Funding. In addition, F5MC has the right to terminate this Agreement upon three (3) days written notice in the event that funding from the State of California to F5MC is reduced, suspended, or terminated for any reason. FUNDED PARTNER expressly waives any and all claims against F5MC for damages arising from the reduction, suspension, or termination of funds.

D. Termination Provision. FUNDED PARTNER will deliver to F5MC copies of all materials used or developed under this Agreement including, but not limited to, all data collection forms, reports, and other work performed by FUNDED PARTNER under this Agreement.

III. NO FUNDS SUPPLANTED

The parties to this Agreement understand that each is bound by the provisions of Section 30131.4 of the Revenue and Taxation Code which states: "All moneys raised pursuant to taxes imposed by Section 30131.2 shall be appropriated and expended only for the purposes expressed in the California Children and Families Act, and shall be used only to supplement existing levels of services and not to fund existing levels of service. No moneys in the California Children and Families Trust Fund shall be used to supplant state or local General Fund money for any purpose."

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FUNDED PARTNER warrants that no funds provided by F5MC shall be used to supplant existing funds from any source for any purpose. Failure to fully comply with these requirements shall be cause for termination of the Agreement for cause.

IV. FISCAL PROVISIONS

A. Fiscal Reporting: FUNDED PARTNER shall submit an invoice with all required backup (Expenditure Report) on a quarterly basis. An Expenditure Report Invoice Template will be customized for each FUNDED PARTNER after execution of this Agreement.

The Expenditure Report for the Strong Start Partnership is due to F5MC on or before the last day of each month for the prior quarter's expenses. For example, the Expenditure Report for September is due to F5MC no later than October 31st.

FUNDED PARTNER shall remit the Expenditure Report which includes the quarterly invoice, a general ledger report for the month showing actual expenditures that tie to the invoice by budget line and detailed payroll reports for the month. Only expenses posted on the general ledger for the billing period that includes backup documentation requested by F5MC will be eligible for reimbursement. F5MC reserves the right to verify expenditures.

With submittal of the Expenditure Report, FUNDED PARTNER asserts that all included expenses directly tie to providing services to qualified participants. FUNDED PARTNER is responsible for insuring that quarterly expenditure reports only include services to qualified residents of Monterey County and do not supplant any other funding.

FUNDED PARTNER is required to setup accounts within their general ledger that mirror the budget line items in Exhibit B.

B. Reimbursement: Reimbursement to FUNDED PARTNER shall be based upon actual verified expenses based on approved Expenditure Report.

All equipment and furniture/fixtures expenditures of $500 or more, and all technology expenditures require pre-approval by F5MC, if not detailed in approved budget. Leasehold improvements and capital assets (building, land, items over $2,500 per piece) are non-reimbursable expenditures.

No reimbursement will be made for any expense that is determined by F5MC, in its sole discretion, to be disallowed and/or not directly related to and consistence with the requirements of this Agreement.

FUNDED PARTNER shall send appropriate personnel to required meetings; communicate and disseminate information received from F5MC to appropriate staff, or fiscal representatives, as necessary; provide oral reports to Commissioners; and complete and submit reports, budgets, and other required information within designated timelines as delineated in the Scope of Work. Funds may be withheld until all reporting requirements are met.

F5MC will make payment to FUNDED PARTNER within thirty (30) days of receipt of complete and approved quarterly Expenditure Report. If F5MC pays a different amount than the amount requested on the invoice and the FUNDED PARTNER wishes to contest the change, the FUNDED PARTNER must email or submit a written request to F5MC's Finance Department within thirty (30) days after FUNDED PARTNER'S receipt of payment. F5MC will timely consider all documentation provided by FUNDED PARTNER in making a final determination of the charge in question.

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V. SCOPE OF WORK AND BUDGET

FUNDED PARTNER agrees to provide, to the complete satisfaction of F5MC, services described in the Scope of Work in accordance with the Budget.

FUNDED PARTNER agrees that it and any subcontractors shall comply with all F5MC requirements, F5MC's Strategic Plan, any and all current and future F5MC policies and procedures, and to ensure F5MC access to information for appropriate auditing, monitoring, reporting, and evaluating of FUNDED PARTNER's performance, allowing for appropriate verification of payment of FUNDED PARTNER's actual cost of providing the services described herein.

F5MC staff must be notified by FUNDED PARTNER in writing of any requested program changes, and FUNDED PARTNER must receive written authorization for those changes prior to implementation of any programmatic changes.

A. **Budget and Scope of Work Revisions:** FUNDED PARTNER is allowed to request a Budget Revision twice per fiscal year. A Budget Revision is defined as making an adjustment between budget line items in the Budget attached hereto as Exhibit B. All Budget Revision requests must be received by F5MC **on or before April 1st.** Upon this request, a Budget Revision Form will be provided by F5MC for completion by FUNDED PARTNER including budgeting adjustments and explanation of requested changes. After submitting a timely Budget Revision request, FUNDED PARTNER must submit all forms required by F5MC in order to be considered. All Budget Revision completed forms must be received by F5MC on or before April 15th (see below for chart of due dates). All Budget Revisions must be approved by the F5MC Program Manager, F5MC Fiscal Staff, and must align with the Scope of Work (Exhibit A).

   FUNDED PARTNER is allowed to request a Scope of Work Revision once per fiscal year in conjunction with a Budget Revision request. F5MC, at its sole discretion, may or may not approve Budget or Scope of Work Revision requests.

   Below is a table of available Revisions with the request and completed form due dates.

Revisions	DUE
Revision *Request Submitted* to F5MC	April 1st
Revision Form *Completed and Submitted* to F5MC	April 15th

B. **Budget Reallocations:** FUNDED PARTNER is allowed to request one Budget Reallocation which is due on or before April 15, 2027 (for FY 26/27 – FY 27/28). A Budget Reallocation is defined as reallocating budget amounts between fiscal years (Exhibit B) All Budget Reallocation requests must be received on or before April 15, 2027. Upon this request, a Budget Reallocation Form will be provided by F5MC for completion by FUNDED PARTNER including budgeting adjustments and explanation of requested changes. FUNDED PARTNERS must submit completed forms on or before April 30, 2027 to F5MC. All Budget Revisions must be approved by the F5MC Program Manager, F5MC Fiscal Staff, and must align with the Scope of Work (Exhibit A). F5MC, at its sole discretion, may or may not approve budget reallocation requests. Any funds included in the current fiscal year budget but not expended by the end of the fiscal year remain with F5MC. Unexpended funds will not be added or transferred to future contract allocation amounts.

VI. AUDIT, INSPECTION, AND RETENTION OF RECORDS

A. **Grant Awards Under $30,000.00 per fiscal year:** Funds provided by F5MC and the expenditures shall be accounted for separately in FUNDED PARTNER'S books and records.

Docusign Envelope ID: 9622584E-23C2-814A-819E-5A4B5FA94D91

FUNDED PARTNER shall keep a systematic accounting record of the receipt and disbursement of F5MC funds. FUNDED PARTNER is required to setup accounts within their general ledger that mirror the budget line items. FUNDED PARTNER shall permit F5MC to audit, examine, and to copy excerpts and transcripts from such records, and to conduct audits or reviews of all records including, but not limited to: invoices, materials, personnel records, bank account records, business records, billing statements, payroll records, business expense records, and any and all other data related to matters covered by this Agreement. FUNDED PARTNER shall maintain such data and records in an accessible location and condition for a period of not less than four (4) years from the close of this Agreement term, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any federal agency, having an interest in the subject of this Agreement, shall have the same rights conferred upon F5MC herein. FUNDED PARTNER shall keep records that are sufficient to permit the tracing of funds to a level of expenditure adequate to ensure that the funds have not been spent unlawfully. FUNDED PARTNER'S records shall describe and support the use of funds for the agreed upon project.

The method used by the FUNDED PARTNER to track and report costs must conform to Generally Accepted Accounting Principles (GAAP). Contractor will provide a copy of the County of Monterey annual independent audit within 10 months of fiscal year end, conducted in accordance with Generally Accepted Auditing Standards (GAAS).

~~**B. Grant Awards of $30,000.00 or More per fiscal year:** Funds provided by F5MC and the expenditures shall be accounted for separately in FUNDED PARTNER'S books and records. FUNDED PARTNER shall keep a systematic accounting record of the receipt and disbursement of F5MC funds. FUNDED PARTNER is required to setup accounts within their general ledger that mirror the budget line items. FUNDED PARTNER shall permit F5MC to audit, examine, and copy excerpts and transcripts from such records, and to conduct audits or reviews of all records including but not limited to: invoices, materials, personnel records, bank account records, business records, billing statements, payroll records, business expense records, and any and all other data related to matters covered by this Agreement. FUNDED PARTNER shall maintain such data and records in an accessible location and condition for a period of not less than four (4) years from the close of this Agreement term, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any federal agency having an interest in the subject of this agreement shall have the same rights conferred upon F5MC herein. FUNDED PARTNER shall keep records that are sufficient to permit the tracing of funds to a level of expenditure adequate to ensure that the funds have not been spent unlawfully. FUNDED PARTNER'S records shall describe and support the use of funds for the agreed upon project.~~

DS Initial JR kC

Signed by: Anne K. Brereton 07025F3AA36B4A4...

~~The method used by the FUNDED PARTNER to track and report costs must conform to Generally Accepted Accounting Principles (GAAP).~~

~~**Audit Requirements:**~~

	~~**DUE**~~
~~Audit & Certification Letter Submittal~~	~~**Within** 10 months of FUNDED PARTNER'S Fiscal Year-End~~

~~1) FUNDED PARTNER shall submit, to F5MC **within** ***ten (10) months*** of the FUNDED PARTNER'S fiscal year-end either:~~

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DS JR Initial kl

Signed by: Anne K. Brenton 07025F3AA36B4A4...

i. An annual independent audit, conducted in accordance with Generally Accepted Auditing Standards (GAAS) issued by the Comptroller General of the United States. ***The audit must include this grant/program as part of the testing. The request to include the grant/program as part of the testing must be specified in the Audit Engagement.***

OR

ii. An annual independent audit, conducted in accordance with Generally Accepted Auditing Standards (GAAS) issued by the Comptroller General of the United States and a program specific audit. This is a submittal of two separate reports.

2) FUNDED PARTNER will also submit a certification letter that states which option above was completed and submitted. This certification letter must be printed on FUNDED PARTNER'S letterhead and signed by the Fiscal Authority for the FUNDED PARTNER.

3) F5MC reserves the right to require a program specific audit at F5MC's sole discretion.

4) It is acknowledged by the parties hereto that the conditions of this Agreement shall continue in full force and effect until all audit procedures and requirements as stated in this Agreement have been completed to the review and satisfaction of F5MC. FUNDED PARTNER shall bear all costs in connection with, or resulting from, any audit and/or inspections including, but not limited to, actual cost incurred and the payment/repayment of any expenditures disallowed by F5MC, state or federal governmental entities, including any assessed interest and penalties.

5) In the case that providing the required audit within the required time period represents an unreasonable hardship, FUNDED PARTNER shall alert F5MC and request an extension. Additional documentation may be requested by F5MC in order to grant the extension. Once an extension is approved, FUNDED PARTNER will continue to communicate and update F5MC fiscal staff monthly on audit progress and any changes with agreed timeline.

6) Funds may be withheld until audit requirements are met.

VII. F5MC EVALUATION AND DATA SYSTEMS

FUNDED PARTNER shall enter data on all participants into the F5MC data system on an ongoing basis. Exceptions shall only be made by F5MC if the FUNDED PARTNER systematically exports and delivers demographic and service data from a different robust data system in a format acceptable to F5MC on a pre-determined schedule (e.g., daily, weekly, or monthly).

The F5MC Director of Evaluation and Learning shall have the sole responsibility of making exceptions to the obligations contained in this Section VII and any exceptions shall be considered and approved in writing prior to implementation. The F5MC Director of Evaluation and Learning will determine the required information to be entered and the frequency with which different data types should be entered into the data system by the FUNDED PARTNER.

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Expectations from First 5 California and F5MC may change from year to year. FUNDED PARTNER agrees to comply with any and all reporting and evaluation requirements established by F5MC and First 5 California.

VIII. INSURANCE

Without limiting the indemnification of F5MC under this Agreement, FUNDED PARTNER shall maintain in force, or cause to be maintained, the insurance coverage as specified in Exhibit C and shall comply with all other requirements set forth in that Exhibit.

IX. CHANGES IN CONDITION

FUNDED PARTNER agrees to provide immediate written notice to F5MC if significant changes or events occur during the term of this award that could potentially impact this Agreement or the Scope of Work, including, but not limited to changes in FUNDED PARTNER'S, or its subcontractors, management, personnel, loss of funding, additional funds received for the funded program, or revocation of FUNDED PARTNER'S tax-exempt status. Reimbursements may be discontinued, modified, or withheld at the discretion of F5MC pursuant to a change in law, a change in F5MC's available funds, or a material change in FUNDED PARTNER'S legal or financial condition.

X. LICENSING AND CREDENTIALS

FUNDED PARTNER hereby agrees to provide and secure all required governmental or professional licenses and credentials for itself, its facilities, its employees, and all other persons engaged in work in conjunction with this Agreement. FUNDED PARTNER'S failure to comply with this Section IX constitutes a material breach of this Agreement.

XI. ABUSE REPORTING

If services pursuant to this Agreement will be provided to children, FUNDED PARTNER warrants that FUNDED PARTNER is knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) requiring reporting of suspected abuse.

XII. COMPLIANCE WITH LAWS

During the term of this Agreement, FUNDED PARTNER agrees to comply with all applicable federal, state, and local laws and regulations, which prohibit discrimination. These laws include, but are not limited to, those listed in Exhibit D and Exhibit E. If, during the term, the federal government, State of California, or any political subdivision with jurisdiction over the services contemplated by this Agreement, adopts or amends a law or regulation which could impact the services contemplated under this Agreement and, as a result, FUNDED PARTNER has concluded it cannot provide the services contemplated herein, FUNDED PARTNER must submit to F5MC, in writing, a legal memorandum from FUNDED PARTNER'S attorney detailing why FUNDED PARTNER has concluded that complying with this Agreement would violate the new or amended law or regulation and proposing a reasonable solution. F5MC will review the provided memorandum and F5MC will determine, in its sole discretion, whether to accept FUNDED PARTNER'S proposed solution, terminate this Agreement, or pursue any other remedy under this Agreement or at law. F5MC will comply with the California Public Records Act, Government Code §§ 6250 et seq., as may be amended during the term.

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The parties may periodically share aggregate and/or personally identifiable information regarding the services contemplated herein. Additionally, FUNDED PARTNER may, in circumstances, share personally identifiable information with another partner. In such events, FUNDED PARTNERS may not share personally identifiable information regarding the services contemplated herein unless and until FUNDED PARTNER and F5MC have executed a data-sharing agreement. This agreement will describe in detail (i) how such information will be shared, (ii) the parties compliance with all federal and state laws governing the handling and disclosure of such information, and (iii) the liability that may flow from the unlawful or negligent disclosure of such information. FUNDED PARTNER'S failure to execute the data-sharing agreement prior to any disclosure of such information shall constitute a material breach of this Agreement.

XIII. INDEPENDENT CONTRACTOR

FUNDED PARTNER and its officers and employees, in the performance of this Agreement, are independent contractors in relation to F5MC and not officers, employees or agents of F5MC. Nothing in this Agreement shall create any of the rights, powers, privileges or immunities of any officer or employee of F5MC. FUNDED PARTNER shall direct and control its employees and the hours and location of work, all to the extent consistent with the nature of the services as provided herein. FUNDED PARTNER shall be solely liable for all applicable taxes or benefits, including, but not limited to, federal and state income taxes, Social Security taxes, or retirement benefits, which taxes or benefits arise out of the performance of this Agreement. FUNDED PARTNER further represents to F5MC that FUNDED PARTNER has no expectation of receiving any benefits from F5MC incidental to employment.

XIV. INDEMNITY

FUNDED PARTNER shall defend, indemnify, and hold F5MC and its directors, commissioners, employees, agents or volunteers harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of FUNDED PARTNER'S (1) breach of this Agreement; (2) misuse of funded provided under this Agreement; and/or (3) negligence or intentional acts or omissions of FUNDED PARTNER, its officers, employees, agents, or volunteers.

The indemnity contained herein shall be conditioned upon the indemnifying party receiving (1) written notice of any claims, demands, or actions for which indemnity is sought; (2) cooperation in the defense by the party seeking indemnity; and (3) control of the defense and/or settlement of such claim, demand, or action as to which indemnity is sought by the party seeking indemnity.

Acceptance of insurance required by this Agreement does not relieve FUNDED PARTNER from liability under this indemnification clause. The indemnification clause shall apply to all damages or claims for damages suffered as a result of FUNDED PARTNER'S operations regardless if any insurance is applicable or not.

XV. PUBLIC ACKNOWLEDGEMENT OF FUNDS

F5MC is funded by taxpayer dollars. Therefore, FUNDED PARTNER shall appropriately acknowledge funds received from F5MC.

Materials and media produced for the benefit of F5MC funded programs include appropriate acknowledgement as follows:

1) The F5MC logo;
2) The statement, "Made possible by a grant from First 5 Monterey County";

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3) The attribution statement and logo must be included in all public materials that mention the funded grant and its programs or services, including, but not limited to, websites, e-mail blasts, press releases and media advisories, brochures, newsletters, flyers, advertisements, public service announcements, posters, and any other public communication items.

FUNDED PARTNER agrees that F5MC shall be given 72 hours to review and approve in writing (email) any media or promotional material developed by FUNDED PARTNER ***prior*** to the final production and distribution of the material. Communication items for approval should be emailed to the Director of Policy, Advocacy, and Communications and provide a brief description of the purpose for the material being produced. At the request of the FUNDED PARTNER, PACM will also provide high quality F5MC logo files.

XVI. ASSIGNABILITY

FUNDED PARTNER shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of F5MC.

XVII. CONFLICT OF INTEREST

In accepting this Agreement, FUNDED PARTNER affirms that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services. FUNDED PARTNER further agrees that in the performance of this Agreement, it will not employ any contractor or person having a conflict of interest.

XVIII. CHANGES AND AMENDMENTS

F5MC and FUNDED PARTNER may modify this Agreement only by written amendment signed by the parties.

XIX. SEVERABILITY

If any provision of this Agreement is found by a court to be void, invalid, or unenforceable, this Agreement will either be reformed to comply with applicable law or the provision in question will be stricken so as not to affect the validity or enforceability of the remainder of this Agreement.

XX. WAIVER

No delay or failure to require performance of any provision of this Agreement will constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party must be expressly stated in writing, and apply to the specific instance.

XXI. CONFIDENTIALITY

FUNDED PARTNER will maintain the confidentiality of all information in accordance with all applicable state, including the California Public Records Act, and federal laws. FUNDED PARTNER must abide by all confidentiality requirements and protocols, and protect children's and families' information from any unauthorized disclosure. Funded Partner will abide by Health and Safety Code section 130140.1(e) of the Children and Families Act which defines confidential information for First 5 purposes and provides for limited disclosure among partners for the provision of services to families. Other confidentiality laws may apply, including, but not limited to the laws identified in Exhibit F.

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XXII. SUBCONTRACTS

A. Functions undertaken by FUNDED PARTNER may be carried out under subcontracts. However, FUNDED PARTNER may not delegate its duties or obligations nor assign its rights hereunder, either in whole or in part, without prior written consent of F5MC. Any such attempted delegation or assignment without prior consent shall be void. Any change whatsoever in the corporate structure of FUNDED PARTNER, the governing body of FUNDED PARTNER, the management of FUNDED PARTNER, or the transfer of assets in excess of ten (10) percent of the total assets of FUNDED PARTNER shall be deemed an assignment of benefits under the terms of this Agreement requiring F5MC approval.

B. All subcontracts shall be in writing and copies made available to F5MC. No subcontract shall alter in any way any legal responsibility of FUNDED PARTNER to F5MC. All subcontractors must be provided a copy of this Agreement, and all subcontracts must state that any work performed must be consistent with this Agreement. F5MC has the right to refuse reimbursement for obligations incurred under any subcontract that does not comply with the terms of this Agreement.

C. FUNDED PARTNER shall remain solely responsible for any and all subcontractors' compliance, performance of any and all subcontracts, and the subcontractors' compliance with each and every term of this Agreement, including, but not limited to, compliance with evaluation, reporting, insurance, and auditing requirements. FUNDED PARTNER remains solely responsible for the timely collection and reporting of information from the subcontractor in order to fulfill the reporting, insurance, and audit requirements of this Agreement. The terms and conditions of this Agreement are expressly incorporated into any and all subcontractors' agreements entered into by FUNDED PARTNER.

XXIII. REVERSION OF ASSETS

A. Unexpended Funds. Upon the termination or expiration of the term of this Agreement, FUNDED PARTNER shall transfer to F5MC any unexpended F5MC funds on hand at the time of such termination or expiration and any accounts receivable attributable to the use of subject funds.

B. Real or Personal Property Assets. Any real property or moveable or immovable personal property under FUNDED PARTNER'S control or ownership that was acquired or improved in whole or in part with F5MC funds disbursed under this Agreement, shall either be, at the election of F5MC: (1) used by FUNDED PARTNER for the services or comparable services meeting the purposes of the Children and Families Act and Strategic Plan for a period of five (5) years after termination or expiration of this Agreement, unless a longer period is specified; or (2) disposed of and proceeds paid to F5MC in a manner that results in F5MC being reimbursed in the amount of the current fair market value (assuming depreciation in accordance with customary business practices) of the real or personal property less any portion of the current value attributable to FUNDED PARTNER'S out-of-pocket expenditures using non-F5MC funds for acquisition of or improvements to, such real or personal property, and less any direct and reasonable costs of disposition, including a reasonable and customary broker's fee incurred in listing and completion of sale of such asset.

1) In furtherance of the foregoing, if F5MC selects continued use of the capital asset, then FUNDED PARTNER hereby agrees that it shall be subject to an ongoing operating and use covenant relating to the subject real or personal property. The foregoing covenant shall service the termination of expiration of this Agreement and shall be actionable at law or in equity by F5MC against FUNDED PARTNER and its successors in interest.

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2) In the event F5MC selects disposition of the subject real or personal property, then FUNDED PARTNER shall exercise due diligence to dispose of such property in conformity with applicable laws and regulations and in accordance with customary business practices. The net proceeds of such disposition shall be disbursed directly to and be payable to F5MC upon the close of the applicable disposition transaction, such as close of escrow for the sale of real property, transfer of motor vehicle "pink slip" in accordance with applicable California Vehicle Code requirements, or completion of sale of personal property by bill of sale in accordance with UCC requirements.

XXIV. NOTICES

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, certified mail, or otherwise delivered as follows:

To: First 5 Monterey County
Attn: Contracts
1125 Baldwin St.
Salinas, CA 93906
C/O ADMIN@first5monterey.org

To: FUNDED PARTNER at the address listing on Page 1 of this Agreement. Notices and consents under this section, which are sent via mail by F5MC, shall be deemed to be received five (5) business days following their deposit in the U.S. mail. Emails sent to either party are deemed received when sent.

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Exhibit A - SCOPE OF WORK

PROJECT SUMMARY	
Monterey County Probation Department (Direct Service Agency) will provide care coordination direct service activities with Door to Hope Management Agency for the First 5 Monterey County (F5MC) Strong Start Partnership implemented over 2 years (FY26/27- FY 27/28).	
Working in collaboration with F5MC, as well as other Strong Start Partnership Funded Partners, contractors, consultants and community service providers, Direct Service Agency will provide cohesive, coordinated, comprehensive care and support for children ages 0 through 5 and their families, with a focus on children through 2 years of age. Direct Service Agency will provide services to families with children 0-5 involved in probation services. The work will include A) All Funded Partner Responsibilities; B) Direct Service Responsibilities; and C) Data, Evaluation and Learning Responsibilities.	
A	**All Funded Partner Responsibilities**
1	Follow appropriate privacy and security protocols, in alignment with HIPAA, including the consent and authorization processes.
2	Participate in co-development and use of common protocols (e.g., related to Care Coordination and/or any future leveraging opportunities).
3	Support F5MC efforts to better understand the needs of focus populations, co-develop better strategies to support them, and strengthen ties with key groups and agencies associated with them.
4	Maintain / develop protocols to maintain culturally and linguistically qualified staff to serve focus populations
5	Maintain/ develop protocols to proactively provide weekend/evening services.
6	Maintain/develop protocols to provide staffing on a regular basis (consistent location/predictable times) to enable walk-in services located in priority zip codes.
7	Provide and maintain staff that are trained and qualified to provide the services described in the scope of work
8	Provide capacity to use virtual/remote technology for communications and services to families.
9	Collaborate with F5MC to co-develop processes for family engagement in alignment with the "Spectrum for Community Engagement to Ownership" and regularly engage families as leaders in shaping service design/delivery.
9a	Participate in tracking systems gaps that occur during the course of supporting families. The systems gap tracking process will be co-developed with F5MC.
9b	In alignment with shared values for culturally responsive/relationship-based connections, identify families to participate in the Central Coast Early Childhood Advocacy Network to support community and public policy campaigns
10	Participate in activities and initiatives that influence early childhood development systems, policies, and practices
11	Diversify funding sources for operations, programs, and services by participating in: Medi-Cal Administrative Activities (MAA), as appropriate; F5MC Learning Groups; and exploration of additional leveraging opportunities either individually or in collaboration with F5MC.
12	Participate in SSP meetings, as needed (Team triage, MDRTs, and management communication meetings). Participate in monthly reflective supervision.
B	**Direct Service Responsibilities**

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1	Collaborate with F5MC to co-create processes for maintaining resource information and conducting outreach at least quarterly.				
1a	Collaborate with F5MC to co-develop protocols describing how Care Coordinators from across Funded Partners will share responsibility for answering one public-facing phone number that can be used by community providers to refer families or by families directly and track data. Probation is only able to receive referrals internally.				
1b	Provide welcoming/response to referrals/inquiries from diverse entry pathways (i.e., service providers/family direct contacts including walk-in and/or call-in). Respond within 48 hours of initial contact/request.				
1c	Implement co-developed triage questions for clients who request services and also the need for weekend or evening appointments and communications.				
1d	Provide "light touch" information (i.e., basic child development information/resources) as needed, ensuring this does not take the place of established caseloads specified below.				
1e	Schedule intake sessions to be conducted no later than 10 working days for clients requesting services.				
1f	Maintain and monitor waitlist for Care Coordination and report caseload enrollment on a weekly basis				
1g	Collaborate with F5MC to co-create processes for maintaining resource information and conducting outreach at least quarterly.				
2	**Provide Care Coordination Services to families with a consistent person**	**CC Staffing**	.115 FTE	**Est. Caseload**	5
		Estimated % based on Caseload			
		% Prenatal Parent(s)	**% children**	**% children**	
		(do not duplicate w/adults)	**0 – 35 mos.**	**36 – 60 mos.**	
		40%	40%	20%	
2a	Conduct intake for families asking for services following F5MC protocols.				
2b	Review and collect F5MC informed consent form with family, and any other relevant consent form (i.e., HIPAA-specific authorization).				
2c	Conduct a child developmental screening within 90 days of intake				
2d	Conduct an adult depression screening within 90 days of intake.				
2e	Conduct other relevant screening to support family assessment (may include, as appropriate, prenatal, Intimate Partner Violence Screening or Social Determinants of Health Screening, etc.).				
2f	Conduct Team Triage for child/adult clients (utilizing screening results as well as other information from intake, etc.).				
2g	Document/track assigned triage level as follows: 1) No Developmental Concerns/Risk Factors; 2) No developmental concerns/some risk factors; 3) Developmental concerns and risk factors. Refer all level 3 to MDRT; Refer level 2 to MDRT as needed.				
2h	Meet with/respond to Level 1 and Level 2 triage families to provide feedback on screenings and any optional community referrals/information as needed (may include internal referrals to Home Visiting).				
2i	Present cases at MDRT as needed - document referrals (including internal referrals to Home Visiting).				
2j	Plan/conduct Roundtable meetings as needed.				
2k	Meet with Level 2 or 3 triage families to co-develop Shared Care Plan/Plan of Care.				

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2l	Review and update Care Plans following program guidance
2m	Connect with enrolled families at least twice per month in-person, or, if needed, via phone.
2n	Follow up on referrals /document access to services, support family progress on goals of Care Plan
2o	Engage family in transition planning at approximately 20 months of service or sooner if family is ready (i.e., non-active, pause or closure). Families will typically receive no more than 24 months of Care Coordination services without review at MDRT and agreement with F5MC.
C	**Data, Evaluation, and Learning Responsibilities**
1	Participate in Continuous Quality Improvement Cycle
1a	Co-develop shared success/outcomes for families/clients
1b	Co-develop ways to measure success/outcomes
1c	Document quantity and quality of activities and services (including items noted for tracking in this SOW)
1d	Engage with families/clients and F5MC in process of reflecting on data in order to continually improve programs and services
2	Participate in development and implementation of informed consent process, data sharing agreements and protocols
3	Keep client level info in F5MC case management data system and/or Parents as Teachers database. Data will be kept up to date on a monthly basis by the 4th of each month unless otherwise agreed upon with F5MC.
4	Run quality assurance reports and update/clean data on a monthly basis by the 4th of each month. Support direct service staff to update or correct any errors or issues in documentation in alignment with F5MC monitoring and continuous quality improvement processes.
5	Train staff on data entry protocols and work with F5MC to update protocols as needed.
6	Work with F5MC to reflect on data related to who is being served and to identify strategies for reaching focus populations (e.g., children under 3)
7	Participate in F5MC data learning group when discussing items that are relevant to Probation care coordination.
8	Participate in F5MC reporting and review requirements, which may include presentations to F5MC, F5MC Commission, and other partners.
9	Engage with F5MC in reflections on how well F5MC is doing as a funder and in supporting the work
10	Designate one program manager to coordinate and oversee the process of issuing logon credentials to Partner's qualified staff. The Partner's Program Manager will complete the First 5 certification form from time to time, attesting that all of Partner's employees or other representatives accessing the First 5 system have been trained on privacy and security of PHI and PII as required under HIPAA, CMIA and CPRA. The Program Manager will also require Authorized Users to complete First 5'confidentiality agreement (or one that is substantially similar to the one suggested by First 5) whereby each Authorized User agrees to keep their log-on credentials and client information confidential and to not share their credentials or Client Information with third parties that are not authorized to use, access or further disclose the Client information. The Authorized Users (to be noted on the F5MC form) can be granted access to the First 5 system to provide services to families who have signed the authorization form. Program Manager will notify First 5 in writing within 2 business days if there is change of employment or role of the Authorized Users.

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F5MC Staff contacts:

- Any questions or concerns regarding Scope of Work should be directed to F5MC Program staff: Ramona@first5monterey.org.
- Any questions or concerns regarding Budget, Audit, Inspection, or Retention of Records requirements should be directed to F5MC Fiscal staff: Martha@first5monterey.org and Kris@first5monterey.org.
- Any questions or concerns regarding Evaluation and Data Systems requirements should be directed to F5MC Evaluation staff: Jenn@first5monterey.org.

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Exhibit B – BUDGET

Budget

Budget Line	Two Year Budget			Total
	% of 1 FTE	26/27	27/28	Budget
Program Personnel Expenses: Include only Direct Service Partner's employee expenses here and list each employee position separately. Salary calculations should include holidays, vacation, sick time, and expected raises/COLAs as applicable.				
Victim Advocate - **Provided in-kind**	11.50%	0.00	0.00	**0.00**
Subtotal Program Personnel		**0.00**	**0.00**	**0.00**
Personnel Taxes and Benefits - Provided in-kind		0.00	0.00	**0.00**
SUBTOTAL Personnel Expenses Provided in-kind		**0.00**	**0.00**	**0.00**
Program Expenses				
Eduardo Eizner - Bilingual Therapist		28,019.00	28,019.00	**56,038.00**
SUBTOTAL Program Expenses		**28,019.00**	**28,019.00**	**56,038.00**
SUBTOTAL Program Expenses subject to Admin/Indirect Rate		**28,019.00**	**28,019.00**	**56,038.00**
ADMIN/INDIRECT (15% max.) Enter Percent**	0.00%	0.00	0.00	0.00
GRAND TOTAL		**$28,019.00**	**$28,019.00**	**$56,038.00**

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Exhibit B (continued) – BUDGET NARRATIVE

DIRECT SERVICE PARTNER - PROGRAM PERSONNEL EXPENSES	
All Positions listed below include allocation to engage in evaluation, monitoring, continuous quality improvement, professional development, reflective practice, and external community collaboration.	
Victim Advocate - **Provided in-kind**	Victim/Child Advocate as part of a team will identify children who are at risk. Through home visitation, teams will provide case management, support and referrals. A 11.5% FTE Victim/Child Advocate is based on the Total Annual Salary of $92,344 for FY 26-27 = $10,620. This cost is supported by the Probation Department and provided in-kind to the program.
Personnel Taxes and Benefits- **Provided in-Kind**	Calculation includes Probation's cost of FICA, Medicare, SUI, health/dental/vision/life ins premiums, worker's comp., and retirement contributions for staff listed. This in-kind line item of $6,924 is estimated at 65.2% of total salaries. This cost is supported by the Probation Department and provided in-kind to the program.

Program Expenses	
Eduardo Eizner - Therapist	Therapist will provide bi-lingual therapy to children and families that are served by Victim/Child advocates within this program. Marriage and Family Therapist Eduardo Eizner conducts individual, group, couples, children or family counseling sessions related to mental health issues, child abuse, neglect, parenting and domestic violence. Eduardo Eizner is bilingual and bicultural, demonstrating sensitivity to cultural differences, and has an established working relationship with the Probation Department. This direct program funded expense will support up to an estimated 164 hours per year of counseling and therapy.
ADMIN/INDIRECT PERCENTAGE	Not applicable

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Exhibit C – INSURANCE REQUIREMENTS

Required Coverage. Without limiting the indemnification of F5MC, on or before the Project Start Date, FUNDED PARTNER must furnish to satisfactory proof of the required insurance (Certificates of Insurance), which must include a commitment by FUNDED PARTNER'S insurers that they will mail notice of any cancellation or reduction of coverage below the amounts required by F5MC, at least 30 days prior to the effective date of the cancellation or change. FUNDED PARTNER may not perform any work under this Agreement until FUNDED PARTNER has obtained all insurance required under this section and the required certificates of insurance have been filed with and approved by F5MC. FUNDED PARTNER must pay any deductibles and self-insured retentions under all required insurance policies. All insurance afforded by FUNDED PARTNER pursuant to this Agreement must be primary to and not contributing to any other insurance maintained by F5MC. FUNDED PARTNER must meet the following insurance requirements:

A. Commercial General Liability. Comprehensive general liability coverage of at least $1 million per occurrence, $2 million annual aggregate. FUNDED PARTNER must list F5MC as additional insured.

B. Workers' Compensation. Workers' Compensation Insurance in accordance with the California Labor Code.

C. Cyber Liability Insurance. Contractor shall maintain cyber liability insurance with limits of not less than $1,000,000 per claim and $1,000,000 aggregate, or equivalent coverage acceptable to F5MC's Legal Counsel. Additional Insured endorsements are not required for this coverage.

D. Automobile Liability. Comprehensive automobile liability coverage with a combined single limit of at least $1 million per accident for bodily injury and property damage on all vehicles operated under FUNDED PARTNER'S authority, whether or not owned by FUNDED PARTNER. FUNDED PARTNER must list F5MC as additional insured.

E. Professional Liability (Errors and Omissions). If FUNDED PARTNER employs or contracts with licensed professional staff in performing the Services, professional liability (errors and omissions) insurance with limits of at least $1 million per occurrence, $3 million annual aggregate.

F. Rating. All insurance must be issued by a company or companies listed in the current "Best's Key Rating Guide" publication with a minimum of a "B+;V" rating, or in special circumstances, be pre-approved by F5MC.

G. Endorsements. FUNDED PARTNER must obtain endorsements to the general liability and auto insurance policies, giving F5MC an unrestricted 30 day prior written notice of cancellation or change in terms or coverage. FUNDED PARTNER must also obtain an endorsement to the workers' compensation policy giving F5MC an unrestricted 10 day prior written notice of any cancellation or change in terms or coverage.

H. Self-Insured. If FUNDED PARTNER is, or becomes during the term, self-insured or a member of a self-insurance pool, FUNDED PARTNER must provide coverage equivalent to the insurance coverage and endorsements required above. F5MC will not accept this coverage unless F5MC determines, in its sole discretion and by written acceptance, that the proposed coverage is equivalent to the above-required coverage.

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I. Liability and Other Actions. Compliance with the insurance requirements discussed above will not relieve FUNDED PARTNER of any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor will it preclude F5MC from taking any other actions available to it under any other provision of this Agreement or otherwise in law.

J. Failure to Maintain Insurance. If FUNDED PARTNER fails to maintain the insurance required in this Section, F5MC may terminate this Agreement and recover damages. Alternatively, F5MC may, in its sole discretion, purchase the required insurance coverage and, without further notice to FUNDED PARTNER, F5MC may deduct from sums due to FUNDED PARTNER any premiums and associated costs advanced or paid by F5MC for the insurance. If the balance of monies obligated to FUNDED PARTNER pursuant to this Agreement is insufficient to reimburse F5MC for the premiums and any associated costs, FUNDED PARTNER must reimburse F5MC for the premiums and pay for all costs associated with the purchase of this insurance. Any failure by F5MC to take this alternative action will not relieve FUNDED PARTNER of its obligation to obtain and maintain the insurance coverage required by this Agreement.

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Exhibit D – APPLICABLE LAWS REGARDING NON-DISCRIMINATION

1. **California Fair Employment and Housing Act**, Govt. Code Sec. 12900 et seq., and the administrative regulations issued thereunder, 2 Calif. Code of Regulations Secs. 7285.0 et seq. (Division 4 - Fair Employment and Housing F5MC); **Section 12940 (c), (h), (1), (i), and (j)**
2. **California Government Code Secs. 11135 - 11139.5, as amended** (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections
3. **Federal Civil Rights Acts of 1964 and 1991** (see Title VI, 42 USC Secs. 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see 45 CFR Part 80)
4. **The Rehabilitation Act of 1973**, Secs. 503 and 504 (29 USC Sec. 793 and 794), as amended; all requirements imposed by the applicable HHS regulations (45 CFR Part 84); and all guidelines and interpretations issued pursuant thereto
5. **Title I-III of the Americans with Disabilities Act of 1990**, 42 U.S.C. Secs. 12111-12117, 12131-12165 & 12181-12189 inclusive
6. **Unruh Civil Rights Act**, Calif. Civil Code Sec. 51 et seq.
7. **Monterey County Code**, Chap. 2.80
8. **Age Discrimination in Employment Act 1975, as amended (ADEA),** 29 U.S.C. Secs 621 et seq.
9. **Fair Labor Standards Act of 1938**, 29 U.S.C. Sec. 201 et seq.
10. **California Labor Code** Sec.1101 et seq.
11. **California Equal Pay Act**, Labor Code Secs.1197.5 and 432.3.
12. **Food Stamp Act of 1977, as amended, 7 U.S.C. Sec. 2011 et seq.**
13. **California Government Code Section 4450**
14. **Title 2 C.C.R. Sec. 11140 et seq.**
15. **The Dymally-Alatorre Bilingual Services Act,** Gov. Code § 7290 et seq.
16. **Small Business Job Protection Act of 1996, Section 1808 titled Removal Of Barriers To Inter Ethnic Adoption**
17. **California Department of Social Services' Manual of Policies and Procedures Division 21 Civil Rights and Cultural Awareness Training**
18. **Federal False Claims Act, 31 U.S.C. Sec. 3729 et. seq. California False Claims Act, California Government Code Sec. 12650 et. seq.**

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Exhibit E – APPLICABLE LAWS REGARDING CONFIDENTIALITY

1. Section 827(a) of Welfare & Institutions Code
2. Section 830 of Welfare & Institutions Code
3. Section 5328 of Welfare & Institutions Code
4. Section 10850 of Welfare & Institutions Code
5. Section 18951 of Welfare & Institutions Code
6. Section 18965 of Welfare & Institutions Code
7. Section 18986.46 of Welfare & Institutions Code
8. Title 42 Code of Federal Regulations part 2.11
9. Title 42 Code of Regulations part 2.12(C)(4)
10. Title 42 Code of Regulations part 2.22
11. Title 42 Code of Federal Regulations part 2.35

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Exhibit F – Business Associates Agreement

This BUSINESS ASSOCIATE Agreement, ("BAA") is made and entered into between First 5 Monterey County ("COVERED ENTITY") and County of Monterey – Probation Department ("BUSINESS ASSOCIATE), each a "Party" and collectively, the "Parties." This BAA shall be effective on the date indicated at the signature page hereto, or the date commensurate with the effective date of the Services Agreement to which this BAA is attached or referenced. This BAA applies to the Parties only to the extent that a business associate relationship exists within the meaning of Code of Federal Regulations, Section 45 CFR 160.103. References to a "Party" shall mean and include such Party's directors, officers, and Workforce.

RECITALS

I. Whereas, the Parties have entered into or will enter into one or more agreements under which BUSINESS ASSOCIATE will provide services to COVERED ENTITY (collectively, the "Services Agreement") pursuant to which BUSINESS ASSOCIATE will have access to PHI;

II. Both Parties are committed to complying with all applicable federal and state laws governing the confidentiality and privacy of PHI ("Applicable Law"), including, but not limited to, the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Part 160 and Part 164, Subparts A and E (collectively, the "Privacy Rule"); and

III. Both Parties intend to protect the privacy and provide for the security of PHI disclosed to BUSINESS ASSOCIATE pursuant to the terms of this Agreement and Applicable Laws.

Now therefore, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

TERMS AND CONDITIONS

DEFINITIONS AND INTERPRETATION

Capitalized terms used herein shall have the meaning given by Applicable Law referenced below, as amended from time to time, or if no code reference is stated then as provided herein. This BAA shall be interpreted in a manner consistent with Applicable Law. In the event of a conflict between this BAA, the Services Agreement or Applicable Law, Applicable Law shall govern, then this BAA, in that order. Unless otherwise provided, references to a federal regulation code section ("CFR") shall be to those of the Privacy Rule.

"Applicable Law" shall mean the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and the regulations promulgated thereunder by the U.S. Department of Health and Human Services (45 CFR Parts 160, 162 and Subparts A, C, D and E of Part 164, the "HIPAA Regulations"), and the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act") Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5 (February 17, 2009), rules and regulations that pertain to (i) the collection, use, protection and disclosure of PHI, (ii) the reporting and mitigation obligations of a Party in the event of a Breach or Security Incident, (iii) interaction with Individuals concerning requests that relate to PHI, (iv) rights of the Secretary and the duties and obligations of a COVERED ENTITY and a BUSINESS ASSOCIATE.

"Breach" as defined in 45 CFR §164.402, means the unauthorized acquisition, access, use, or disclosure of PHI or any activity that compromises the security or privacy of such information, except where an

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unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information.

"Breach Notification Rule" describes the obligations of a Party in the event of a Breach or Security Incident as outlined at Subpart D of 45 CFR Part 164.

"BUSINESS ASSOCIATE" means the person or entity signing below and shall have the meaning given at 45 CFR 160.103.

"COVERED ENTITY" means a; (i) health plan, (ii) healthcare clearing house, or (iii) health care provider who transmits any health information in electronic form in connection with a transaction covered by Subchapter A, See, 45 CFR 160.103 and refers to the person or entity signing below.

"Data Aggregation" with respect to protected health information created or received by a business associate in its capacity as the business associate of a covered entity, the combining of such protected health information by the business associate with the protected health information received by the business associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities. See. 45 CFR §164.501.

"Designated Record Set" as defined at 45 CFR §164.501, means:

(1) A group of records maintained by or for a covered entity that is: (i) The medical records and billing records about individuals maintained by or for a covered health care provider; (ii) The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) Used, in whole or in part, by or for the covered entity to make decisions about individuals.

(2) For purposes of this paragraph, the term record means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for a covered entity.

"De-Identify" means health information that does not identify an individual and with respect to which there is no reasonable basis to believe that the information can be used to identify an individual, where the de-identification meets the implementation specifications set forth at 45 CFR §164.514 (b).

"Disclose" means the release, transfer, provision of access to, or divulging in any manner of information outside the entity holding the information. See, 45 CFR §160.103.

"Health Care Operations" has the meaning given at Section 45 CFR §164.501.

"Individual" refers to the person who is the subject of the information protected under this BAA. See, 45 CFR §160.103 and includes a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

"Limited Data Set" means a set of limited data that meets the requirements of 45 CFR 164.514(e).

"Minimum Necessary Rule" When using or disclosing protected health information or when requesting protected health information from another covered entity or business associate, a covered entity or business associate must make reasonable efforts to limit protected health information to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request. See, 45 CFR §164.502

"Privacy Rule" means refers to the regulations set forth in 45 CFR Part 160 and Part 164, Subparts A and E.

"Protected Health Information" or **"PHI"** means individually identifiable health information as defined at 45 CFR §160.103. Individually identifiable health information is a subset of health information, including demographic information collected from an individual, and:

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(1) Is created or received by a health care provider, health plan, employer, or health care clearinghouse; and

(2) Relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and

(i) That identifies the individual; or

(ii) With respect to which there is a reasonable basis to believe the information can be used to identify the individual.

"Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. See, 45 CFR §164.304.

"Security Rule" means the Security Standards for the Protection of Electronic Health Information provided in 45 CFR Part 164.

"Services Agreement" means and refers to collectively, the Services Agreement and any other agreement between the Parties pursuant to which BUSINESS ASSOCIATE receives, maintains, or creates PHI on behalf of or for the benefit of COVERED ENTITY.

"Workforce" means employees, volunteers, trainees, and other persons whose conduct, in the performance of work for a covered entity or business associate, is under the direct control of such covered entity or business associate, whether or not they are paid by the covered entity or business associate. See, 45 CFR §160.103.

I. **Ownership of PHI.**

i. As between COVERED ENTITY and BUSINESS ASSOCIATE, COVERED ENTITY shall be deemed to be the owner of PHI Disclosed to BUSINESS ASSOCIATE.

II. **BUSINESS ASSOCIATE's Use of PHI.**

i. BUSINESS ASSOCIATE may use PHI; (1) to provide services to COVERED ENTITY pursuant to a Services Agreement, (2) to the Minimum Extent Necessary for the proper management and administration of BUSINESS ASSOCIATE, (3) to provide data aggregation services relating to the health care operations of COVERED ENTITY, (4) de-identify PHI for uses and disclosures permitted under Applicable Law, and (5) to carry out its legal or business responsibilities permitted or required under Applicable Law.

III. **Disclosure of PHI**

i. BUSINESS ASSOCIATE shall not disclose PHI other than as permitted or required by this BAA, the Services Agreement, except that BAA shall not use or disclose PHI in any manner that would constitute a violation of Applicable Law had the disclosure been done by COVERED ENTITY.

ii. Reporting to Law Enforcement. BUSINESS ASSOCIATE may use PHI to report violations of law to appropriate Federal and State authorities in accordance with 45 CFR §164.502(j)(1). In the event BUSINESS ASSOCIATE is required by law to disclose PHI pursuant to a court order or other legal proceeding or investigation, BUSINESS ASSOCIATE shall promptly Notify COVERED ENTITY of such requirement so as to afford COVERED ENTITY sufficient time to take appropriate action to oppose the disclosure.

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iii. Emergency Disclosures. BUSINESS ASSOCIATE may disclose PHI pursuant to 45 CFR § 164.510(b)(3), 42 CFR § 2.51(a), and other applicable law permitting disclosures in cases of incapacity and/ or medical emergency.

iv. Sale of PHI. Subject to the limitations set forth in Section 13405(d)(2) of the HITECH Act, and in compliance with 45 CFR Section 164.502(a)(5) and other Applicable Laws, except for compensation for services provided under the Services Agreement, BUSINESS ASSOCIATE shall not directly or indirectly receive remuneration in exchange for any PHI from a third party.

IV. **Designated Record Set**

i. BUSINESS ASSOCIATE agrees that upon receipt from COVERED ENTITY of written notice regarding any amendment of the Designated Record Set, BUSINESS ASSOCIATE, if BUSINESS ASSOCIATE maintains a Designated Record Set, will make such amendment to the record or attach such documents to the record as instructed by COVERED ENTITY. If BUSINESS ASSOCIATE receives a request for an amendment of the Designated Record Set, BUSINESS ASSOCIATE will within two (2) days forward such request to COVERED ENTITY. BUSINESS ASSOCIATE will take no further action on such a request until it receives instructions from COVERED ENTITY. (45 C.F.R. §164.526)

ii. Within the timeframe required, or such shorter period agreed upon by the Parties, BUSINESS shall furnish COVERED ENTITY, with copies of an Individual's PHI, if and to the extent maintained by BUSINESS ASSOCIATE in a Designated Record Set, in the manner designated by COVERED ENTITY to enable COVERED ENTITY to respond to an Individual's requires for access to PHI under 45 CFR §164.524.

V. **Safeguards to Protect PHI**

i. BUSINESS ASSOCIATE shall implement, use and maintain appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of PHI that BUSINESS ASSOCIATE creates, receives, maintains or transmits on behalf of COVERED ENTITY in accordance with the Security Rule set forth at Subpart C of 45 CFR Part 164. BUSINESS ASSOCIATE agrees to take reasonable steps, including training its agents and employees on the proper use and disclosure of PHI.

VI. **Reporting Use or Disclosure of PHI in violation of this BAA and Services Agreement.**

i. BUSINESS ASSOCIATE shall report in writing to COVERED ENTITY any use or disclosure of PHI inconsistent with the Services Agreement or this BAA, or of a Breach or Security Incident resulting in the unpermitted or unlawful use or disclosure of Unsecured PHI. Such report shall be made within five (5) days of the date BUSINESS ASSOCIATE becomes aware of the violation, Breach or Security Incident in accordance with 45 CFR §164, and immediately take reasonable measures to mitigate, to the extent practicable, any harm resulting from such violation, Breach or Security Incident.

ii. BUSINESS ASSOCIATE shall cooperate with COVERED ENTITY and provide information required so that COVERED ENTITY can comply with applicable Breach reporting and notification requirements in accordance with Applicable Law.

iii. BUSINESS ASSOCIATE shall reimburse COVERED ENTITY for any costs incurred by COVERED ENTITY in complying with the requirements of Subpart D of 45 CFR §164 that are imposed on COVERED ENTITY as a result of a Breach or Security Incident for which BUSINESS ASSOCIATE is liable.

VII. **BUSINESS ASSOCIATE Agents and Subcontractors**

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i. BUSINESS ASSOCIATE shall ensure that its Workforce, including a subcontractor, to whom it provides or grants access to PHI, agrees to the same restrictions and conditions that apply to the BUSINESS ASSOCIATE with respect to the protection, use and disclosure of PHI and implement, use and maintain administrative, physical and technical safeguards to protect PHI in compliance with Subpart C of 45 CFR Part 164.

ii. If BUSINESS ASSOCIATE discovers a pattern of activity or practice of an agent or subcontractor that constitutes a violation of the agent's obligations to BUSINESS ASSOCIATE, BUSINESS ASSOCIATE shall require the agent or subcontractor take immediate steps to cure the violation, and if unsuccessful, BUSINESS ASSOCIATE will terminate the arrangement.

VIII. **Accounting for disclosures**

i. BUSINESS ASSOCIATE shall document disclosures of PHI made by it in a log or other record, to ensure it is able to account for such disclosures as required by 45 CFR §164.528(a). At a minimum, documentation shall include: (i) the date of the disclosure; (ii) the name of the person receiving the PHI, and, if known, the address of such person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of the disclosure or, instead of such statement, a copy of the request for disclosure. BUSINESS ASSOCIATE shall maintain the disclosure log for a period not less than six 6 years.

ii. BUSINESS ASSOCIATE agrees to make available to COVERED ENTITY all information in BUSINESS ASSOCIATE'S possession or control that is required for COVERED ENTITY to make the accounting of disclosures required by 45 CFR §164.528 including the information maintained in the disclosure log referenced above.

iii. Individual requests for an accounting of disclosures shall be forwarded to COVERED ENTITY within ten (10) business days of receipt. BUSINESS ASSOCIATE shall not provide an accounting of disclosures directly to an Individual unless instructed to do so by COVERED ENTITY in writing or required to do so under Applicable Law.

IX. **Availability of books and records**

i. BUSINESS ASSOCIATE agrees to make its internal practices, books and records, including policies and procedures, relating to the use and disclosure of PHI available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining COVERED ENTITY's and BUSINESS ASSOCIATE's compliance with the Privacy Rules.

X. **Individual Requests**

i. BUSINESS ASSOCIATE will forward requests it receives from an Individual for access to PHI to COVERED ENTITY within ten (10) days of receipt. BUSINESS ASSOCIATE shall not respond directly to such Individual's Access Request unless instructed to do so by COVERED ENTITY or required to do so to comply with Applicable Law.

ii. BUSINESS ASSOCIATE shall forward requests from Individuals for amendment to PHI or record in a Designated Record Set, within ten (10) days of receipt. BUSINESS ASSOCIATE shall not amend PHI or a Designated Record Set unless instructed to do so by COVERED ENTITY in writing or required to do so under Applicable Law.

B. **COVERED ENTITY'S RESPONSIBILITIES**

i. COVERED ENTITY shall immediately notify BUSINESS ASSOCIATE of any limitations or restrictions on the use or disclosure of PHI to which it has agreed in accordance with 45 CFR §164.522, to the extent that such restriction may affect BUSINESS ASSOCIATE's use or disclosure of PHI. COVERED ENTITY shall

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indemnify BUSINESS ASSOCIATE for any disclosures of PHI that violate any limitations to which COVERED ENTITY has agreed if not communicated to BUSINESS ASSOCIATE in writing prior to BUSINESS ASSOCIATE'S disclosure.

ii. COVERED ENTITY shall immediately notify BUSINESS ASSOCIATE of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect BUSINESS ASSOCIATE'S use or disclosure of PHI.

iii. Except for data aggregation or management and administrative activities of BUSINESS ASSOCIATE, COVERED ENTITY shall not request BUSINESS ASSOCIATE to use or disclose PHI in any manner that would not be permissible under the PRIVACY RULES if used or disclosed by COVERED ENTITY.

C. **TERM AND TERMINATION**

i. This BAA shall be effective on the Effective Date and the duties and responsibilities of BUSINESS ASSOCIATE with respect to the protection, use and disclosure of PHI shall continue in effect for so long as BUSINESS ASSOCIATE possesses PHI received from COVERED ENTITY regardless of termination of this BAA or the Services Agreement.

ii. Either Party may terminate this BAA, the Services Agreement, and any other related agreements if the other Party fails to cure a material term of this BAA, within 30 days (or such other timeframe as the Parties may mutually agree) after written notice of such breach.

iii. Upon termination of this BAA and upon termination of any Service Agreement(s), BUSINESS ASSOCIATE agrees, if feasible, to return, or destroy (at the option of COVERED ENTITY) all PHI that BUSINESS ASSOCIATE still maintains in any form and retain no copies of such information, or if such return or destruction is not feasible, extend the protections of this BAA to the information and limit further uses and disclosures to those purposes that make the return or destruction not feasible.

II. **Amendment**

i. COVERED ENTITY and BUSINESS ASSOCIATE may amend this BAA from time to time as necessary for the Parties to comply with the requirements of Applicable Law or as mutually agreed by the Parties in a subsequent writing.

III. **Survival**

i. The rights and obligations of BUSINESS ASSOCIATE regarding use and protection of PHI shall survive the termination of this BAA.

IV. **Interpretation**

i. Any ambiguity in this BAA shall be resolved to permit the Parties to comply with the HIPAA Privacy Regulation.

V. **Governing Law**

i. This Agreement shall be governed by and construed in accordance with the laws of the State of California and venue for any action or proceeding brought to enforce or interpret this Agreement shall be brought in the state or federal court situated in California.

VI. **Notice**

i. Notice required by this Agreement or Applicable Law shall be sent in writing to the address set forth below the signature of the respective Parties to this Agreement by certified, first-class mail

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or overnight delivery or by email. Notice whether sent by email or in paper form shall be deemed effective on the third day following the date sent.

VII. **Counterparts.**

i. This Agreement may be signed electronically or by hand and delivered in counterparts, each of which shall be considered an original and all of which, together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this BAA to be *effective* for all purposes as of the date first written above.

First 5 Monterey County	**County of Monterey – Probation Department**
COVERED ENTITY	**BUSINESS ASSOCIATE**
Name: Francine Rodd	**Name:** _____
Signature: DocuSigned by: Francine Rodd 9F5AAA34963D4FF...	**Signature:** _____
Date: 7/29/2026	**Date:** _____
Address for Notice:	**Address for Notice:**
1125 Baldwin St. Salinas, CA 93906	168 W. Alisal St., Salinas, CA 93901
Email Address for Notice:	**Email Address for Notice:**
Admin@first5monterey.org	_____

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Exhibit G – Best Practices for Protecting Client Information

First 5 Monterey County's Best Practices for Protecting All Client Information including: Protected Health Information (PHI) and Personally Identifiable Information (PII)

This list is intended to provide Funded Partners with a high-level summary of critical steps to comply with best practices related to PHI and PII. This does not replace the responsibility of following existing privacy and security laws, including those set forth in the Business Associate Agreement.

Security

- A signed agreement with F5MC is required before using F5MC-supported platforms.
    - If a staff person working on an F5MC project no longer works for a funded partner, the funded partner must notify F5MC within 5 business days for all rights to be removed from the F5MC-supported platforms.
- HIPAA training is required before using F5MC-supported platforms.
- Double authentication is required for all staff using F5MC-supported platforms.
- Encrypted emails are to be used to send any PHI and PII to internal and external partners.
- *Best practice is use encryption when data is at rest, when feasible.

Privacy

- Funded partners should ensure that no client information is shared with any external partners without having a signed authorization form from the client.
- Any document containing client information that is on paper must be secured following HIPAA privacy laws. Best practice is to record all information in the F5MC supported platforms and have no paper documentation.
    - If paper documentation is needed, best practice is to use as little PHI and PII as necessary. Just enough to document the information later in the electronic system.
    - Shred documents with PHI or PII regularly (once a week is a best practice if the documents are no longer needed and are already stored in F5MC-supported platforms.
- Prohibit employees from downloading any PHI or PII of a client onto their personal computer, cell phone or other device.
- Implement policies and procedures that address privacy and security in the workplace whether in an office setting or at home.

Breaches

- If there is any breach to security or privacy best practices and those outlined in BAA, please contact F5MC Privacy and Security Officers.

Introduced: 7/30/2026
Version: 1

Current Status: Criminal Justice - Consent
Matter Type: BoS Agreement

a. Approve and authorize the County Purchasing Agent or designee to execute a Memorandum of Understanding (MOU) with the Monterey County Office of Education (MCOE) for the shared costs related to the Children's Council coordination services for a term retroactive to July 1, 2026 through June 30, 2027, for a reimbursable amount of up to $14,050; and
b. Authorize the County Purchasing Agent or designee to execute future amendments to the MOU, provided that these amendments do not exceed an aggregate amount of $200,000 per fiscal year and fall within the signing authority of the County Purchasing Agent, subject to review and approval from County Counsel.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

a. Approve and authorize the County Purchasing Agent or designee to execute a Memorandum of Understanding (MOU) with the Monterey County Office of Education (MCOE) for the shared costs related to the Children's Council coordination services for a term retroactive to July 1, 2026 through June 30, 2027, for a reimbursable amount of up to $14,050; and
b. Authorize the County Purchasing Agent or designee to execute future amendments to the MOU, provided that these amendments do not exceed an aggregate amount of $200,000 per fiscal year and fall within the signing authority of the County Purchasing Agent, subject to review and approval from County Counsel.

SUMMARY:

The County of Monterey contracts with United Way Monterey County to provide coordination and technical administrative support for the Monterey County Children's Council. The four agencies on the Council's Executive Committee - Probation Department, Department of Social Services (DSS), Health Department, and Monterey County Office of Education (MCOE) - share the annual contract cost of up to $56,200. Probation oversees the related contracts and MOUs. This specific MOU outlines the agreement between Probation and MCOE. Board approval is required because the MOU is retroactive due to tight deadlines and processing delays.

DISCUSSION:

For several years, the County of Monterey has contracted with United Way Monterey County to provide coordination services for the Monterey County Children's Council. Under this agreement, United Way employs a professional who serves as the coordinator and technical administrator for the Council. In this role, the Coordinator functions as the primary information and communications intermediary for organizations that address children's issues and deliver services to children and families throughout Monterey County.

The four local entities represented on the Children's Council Executive Committee - Probation Department, DSS, Health Department, and MCOE - have mutually agreed to share the cost of the contracted services provided by United Way. For fiscal year 2026-2027, the total cost of the agreement is an amount not to exceed $56,200, with each entity contributing up to $14,050.

Probation serves as the administrative coordinator for the contracts and MOUs associated with these services. This MOU reflects the agreement between MCOE and Probation, while a separate MOU between DSS, Health Department, and Probation was developed.

Board approval is required for this MOU due to its retroactive nature. Tight Board deadlines and the timing of MCOE's approval contributed to delays in the timely execution of this MOU.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
This MOU was approved by the Office of County Counsel as to form and by the Auditor-Controller as to fiscal terms.

FINANCING:
Through this MOU, MCOE will reimburse Probation an amount of up to $14,050 for the services provided by United Way. The associated funding and appropriations of $14,050 for Fiscal Year 2026-2027 are included in the Probation Department's FY 26-27 Adopted Budget (Fund 1001 - Department 255006). There is no additional cost to the County General Fund with this recommendation.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This recommendation supports the Board of Supervisor Strategic Plan Goals of Well Being and Safe and Resilient Communities by supporting the Children's Council, whose purpose is to facilitate the development of comprehensive and collaborative delivery systems of services for children and their families throughout Monterey County.

_X__ 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: Marcela Barbosa, Management Analyst II, Ext. 1100
Approved by: Jose Ramirez, Chief Probation Officer, Ext. 3913

Attachments:
MOU between Probation and MCOE for Children's Council Services

Introduced: 7/30/2026
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

a. Approve and authorize the County Purchasing Agent or designee to execute a Memorandum of Understanding (MOU) with the Monterey County Office of Education (MCOE) for the shared costs related to the Children's Council coordination services for a term retroactive to July 1, 2026 through June 30, 2027, for a reimbursable amount of up to $14,050; and
b. Authorize the County Purchasing Agent or designee to execute future amendments to the MOU, provided that these amendments do not exceed an aggregate amount of $200,000 per fiscal year and fall within the signing authority of the County Purchasing Agent, subject to review and approval from County Counsel.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

a. Approve and authorize the County Purchasing Agent or designee to execute a Memorandum of Understanding (MOU) with the Monterey County Office of Education (MCOE) for the shared costs related to the Children's Council coordination services for a term retroactive to July 1, 2026 through June 30, 2027, for a reimbursable amount of up to $14,050; and
b. Authorize the County Purchasing Agent or designee to execute future amendments to the MOU, provided that these amendments do not exceed an aggregate amount of $200,000 per fiscal year and fall within the signing authority of the County Purchasing Agent, subject to review and approval from County Counsel.

SUMMARY:

The County of Monterey contracts with United Way Monterey County to provide coordination and technical administrative support for the Monterey County Children's Council. The four agencies on the Council's Executive Committee - Probation Department, Department of Social Services (DSS), Health Department, and Monterey County Office of Education (MCOE) - share the annual contract cost of up to $56,200. Probation oversees the related contracts and MOUs. This specific MOU outlines the agreement between Probation and MCOE. Board approval is required because the MOU is retroactive due to tight deadlines and processing delays.

DISCUSSION:

For several years, the County of Monterey has contracted with United Way Monterey County to provide coordination services for the Monterey County Children's Council. Under this agreement, United Way employs a professional who serves as the coordinator and technical administrator for the Council. In this role, the Coordinator functions as the primary information and communications intermediary for organizations that address children's issues and deliver services to children and families throughout Monterey County.

The four local entities represented on the Children's Council Executive Committee - Probation Department, DSS, Health Department, and MCOE - have mutually agreed to share the cost of the contracted services provided by United Way. For fiscal year 2026-2027, the total cost of the agreement is an amount not to exceed $56,200, with each entity contributing up to $14,050.

Probation serves as the administrative coordinator for the contracts and MOUs associated with these services. This MOU reflects the agreement between MCOE and Probation, while a separate MOU between DSS, Health Department, and Probation was developed.

Board approval is required for this MOU due to its retroactive nature. Tight Board deadlines and the timing of MCOE's approval contributed to delays in the timely execution of this MOU.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
This MOU was approved by the Office of County Counsel as to form and by the Auditor-Controller as to fiscal terms.

FINANCING:
Through this MOU, MCOE will reimburse Probation an amount of up to $14,050 for the services provided by United Way. The associated funding and appropriations of $14,050 for Fiscal Year 2026-2027 are included in the Probation Department's FY 26-27 Adopted Budget (Fund 1001 - Department 255006). There is no additional cost to the County General Fund with this recommendation.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This recommendation supports the Board of Supervisor Strategic Plan Goals of Well Being and Safe and Resilient Communities by supporting the Children's Council, whose purpose is to facilitate the development of comprehensive and collaborative delivery systems of services for children and their families throughout Monterey County.

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____ Diverse and Thriving Economy
____ Dynamic Organization and Employer of Choice

Prepared by: Marcela Barbosa, Management Analyst II, Ext. 1100
Approved by: Jose Ramirez, Chief Probation Officer, Ext. 3913

Attachments:
MOU between Probation and MCOE for Children's Council Services

Docusign Envelope ID: B4AF08A8-0CD7-8E4A-81BE-0A600AE71980

MEMORANDUM OF UNDERSTANDING BETWEEN COUNTY OF MONTEREY PROBATION DEPARTMENT AND MONTEREY COUNTY OFFICE OF EDUCATION FOR UNITED WAY MONTEREY COUNTY CHILDREN'S COORDINATOR POSITION

DECLARATION

This Memorandum of Understanding ("MOU") is between the County of Monterey Probation Department ("Probation") on behalf of the County of Monterey ("County") and Monterey Office of Education ("MCOE").

PURPOSE

The purpose of this MOU is to identify the roles and responsibilities of the affected parties in support of the Children's Council Coordinator position, and to create a means for invoicing salary and administrative costs to the funding parties.

BACKGROUND

The Children's Council of Monterey County requires the services of a Coordinator. United Way of Monterey County has agreed to employ the services of a professional and provide administrative supervision to the Children's Council Coordinator.

The Children's Council has agreed to pay its share of the expenses through four (4) local entities represented on the Council: Probation, Department of Social Services (DSS), Health Department, and MCOE. The County is entering into a separate agreement with United Way of Monterey County for the provision of a Children's Council Coordinator for the period of July 1, 2026 through June 30, 2027. Probation will serve as the fiscal agent for the agreement and will invoice each partner separately. Individual payments by Probation, DSS, Health Department, and MCOE shall not exceed **$14,050** annually.

This MOU covers the agreement between MCOE and Probation. A separate MOU will be developed between DSS, Health Department, and Probation.

United Way of Monterey County shall be the employer of record for the Children's Council Coordinator and provide administrative supervision to the position. A position description is attached as **Exhibit A** of this MOU. United Way of Monterey County will provide an office, furniture, phone, computer, and other office support.

GENERAL PROVISIONS

The Children's Council will pay its share of expenses through four (4) entities represented on the Council: Probation, DSS, Health, and MCOE. The four entities each agree to pay one-quarter of the total actual expenditures amount: a maximum contribution of **$14,050** each annually, to be paid in quarterly installments of up to **$3,512.50**, for a total maximum of **$56,200** to cover salary

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and benefits costs for a half-time position (25 hours per week), and the operating expense to support the position. A budget for this position is attached to this MOU as **Exhibit B.** Probation will receive an interdepartmental electronic transfer (IET) at the end of each quarter from DSS in the amount of up to $3,512.50; and will create an IET at the end of each quarter on behalf of Health to Probation for the agreed upon share of actual costs. Probation will submit an invoice to MCOE each quarter and process the deposit of their payment to the County Auditor-Controller's Office upon receipt.

DISPLACEMENT

The parties to this MOU agree that the employment of the Children's Council Coordinator will not result in displacement.

Displacement is defined as:

a) Displacement or partial displacement of current employees, etc.

b) The filing of positions, which would otherwise be promotional opportunities for current employees.

c) The filling of a position, prior to compliance with applicable personnel procedures or provisions of collective bargaining Agreements.

d) The filling of established unfilled public agency positions, unless the positions are unfunded in a public agency budget.

e) The filling of a position created by termination, layoff, or reduction in work force, etc.

f) A strike, lockout or other bona fide labor dispute, or violation of any existing collective bargaining agreement between employees and employers.

g) The filling of a work assignment customarily performed by a worker in a job classification within a recognized collective bargaining unit in that specific work site, or funded positions are vacant or regular employees laid off.

h) The termination of a contract for services, prior to expiration date, that results in displacement full or partial of workers performing contracted services.

i) The denial to a participant or employee of protection afforded other workers on the work site by state and federal laws governing workplace health, safety, and representation. WELFARE & INSTITUTIONS CODE §11324.6.

INDEMNIFICATION AND INSURANCE

Mutual Indemnification: Except as otherwise required by applicable law, the County of Monterey and MCOE agree that each party shall be responsible for their own actions, including

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but not limited to any negligent and/or intentional acts and/or omissions of its officers, agents and employees; and neither party shall be responsible for the acts and/or omissions of the other. Each party therefore agrees to hold harmless and indemnify the other party against any and all claims, demands, suits, judgments, expenses and costs of any and every kind, insofar as it may legally do so, on account of the injury to or death of persons or loss of property arising in any manner out of the indemnifying party's performance of the terms of this MOU.

During the term of this MOU, both parties shall obtain and maintain or provide proof of (a) commercial general liability insurance or a program of self-insurance, including but not limited to premises, personal injuries, products, and completed operations, with a combined single limit of not less than $1,000,000 per occurrence and (b) workers' compensation insurance in accordance with California Labor Code section 3700 or an authorized program of self-insurance, with a minimum of $1,000,000 per occurrence for employer's liability.

FISCAL

Probation will invoice MCOE quarterly for payment of reimbursement, and will submit a statement of expenses to:

Monterey County Office of Education
P.O. Box 80851
Salinas, CA 93912

TERM

This MOU shall commence effective **July 1, 2026** and remain in full force and effect through **June 30, 2027**. If funding is available for subsequent years, this MOU will be reviewed and may be updated or revised by mutual consent.

Either party may terminate this MOU upon giving at least thirty days written notice of such termination to the other party. Upon such termination, Probation shall be reimbursed for all services provided to MCOE, up to and including the date of termination.

Neither party shall assign, sell, mortgage, hypothecate or otherwise transfer its interest or obligations in this MOU without the prior consent of the other party.

No alteration, modification, or variation of the terms of this MOU shall be valid unless made in writing and signed by the parties hereto. No oral understanding or agreement not incorporated herein shall be binding on either party hereto.

NOTICES

Notices to the parties in connection with this MOU shall be given personally or by regular mail addressed as follows:

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To County of Monterey:

Jose Ramirez, Chief Probation Officer
Monterey County Probation Department
20 E. Alisal Street
Salinas, CA 93901

To Monterey County Office of Education:

Colleen Stanley, Chief Business Official
Monterey County Office of Education
901 Blanco Circle
Salinas, CA 93912-0851

We, the undersigned, as authorized representatives of the **COUNTY OF MONTEREY PROBATION DEPARTMENT AND MONTEREY COUNTY OFFICE OF EDUCATION** do hereby approve this document:

COUNTY OF MONTEREY

PROBATION DEPARTMENT

Signature of Chief Contracts & Procurement Officer

Date:

Approved as to Content:

Signed by:
Jose Ramirez
F6913DA9CADA4C8...

Signature of Chief Probation Officer

Date: 7/31/2026

Approved as to Form:

Signed by:
070257JA36B4A4...

Anne K. Brereton
Deputy County Counsel

Date: 7/31/2026

Approved as to Fiscal Provisions:

DocuSigned by:
Patricia Ruiz
E79EF64E57464F6...

Deputy Auditor/Controller

Date: 7/31/2026

MONTEREY COUNTY OFFICE OF EDUCATION

CONTRACTOR

Signed by:
By: Colleen Stanley
A0B1F66D6DB2470...

Colleen Stanley, Associate Superintendent/ Chief Business Official, MCOE

Date: 7/10/2026

Docusign Envelope ID: B4AF08A8-0CD7-8E4A-81BE-0A600AE71980

EXHIBIT A

CHILDREN'S COUNCIL COORDINATOR
Position Description

This position functions as the Coordinator and technical administrator for the Monterey County Children's Council and will work towards the achievement of an integrated system of children's services. The Coordinator is the information and communications liaison to organizations that directly address children's issues and provide services to Monterey County children and families.

The Children's Council Coordinator will work under the administrative direction of the President of United Way of Monterey County and will receive policy and program direction from the Executive Committee of the Monterey County Children's Council. The following items represent the Scope of Work and specific responsibilities of this position:

1. Serves as an administrative and information resource to the Children's Council and as a liaison to United Way.

2. Promotes and assists with the development of collaboration between member organizations, school districts and community-based organizations. Initiates and participates in countywide planning for the provision of children's services in an integrated system.

3. Establishes and maintains effective working relationships with community organizations, government agencies and the general public; represents the Children's Council at a variety of meetings and functions; serves as an information resource to the community.

4. Prepares and delivers presentations regarding children's services, activities and needs to the Council, County Board of Supervisors, Children and Families Commission and other agencies, councils, commissions and /or community groups.

5. Facilitates support as needed (including expense reimbursement or stipends) to help community members participate or present community perspectives to the Council.

6. Reviews and reports to the Children's Council on proposed and existing legislation related to children's issues, services and programs.

7. Assists the Children's Council in the development of a countywide plan for children's services that identifies unmet needs, duplication of services, new programs and resources to address the needs of children and their families.

8. Assists in the preparation of the Children's Council annual report to the County Board of Supervisors.

9. Provides support to the Children's Council's standing and ad hoc committees.

10. Assists in the development of program services standards (benchmarks/best practices) and in setting priorities for policy development.

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11. Identifies and recommends potential candidates for membership for current and/or anticipated vacancies on the Council.

12. Provides orientation to new Council members related to membership responsibilities.

13. Prepares meeting agendas and completes meeting minutes and correspondence for the Children's Council.

14. Maintains Children's Council website integrity and acts as liaison to website technical consultants, overseeing any professional support services to maintain online information.

15. Facilitates Children's Council site reviews and participates in the development of outcome evaluation methodology and procedures for program services and system evaluation.

16. Other duties as assigned.

EXHIBIT B

Docusign Envelope ID: B4AF08A8-0CD7-8E4A-81BE-0A600AE71980

BUDGET

Budget Line Item	**Budget Amount**
Salary Part-time Coordinator* (Includes employee benefits and employer payroll taxes)	$43,459.00
Consulting Fees	$11,000.00
Travel including mileage/parking**	$600.00
Meetings (Includes presenter stipends and incidental expenses)	$1,000.00
Printing	$141.00
TOTAL	**$56,200.00**

* Not to exceed twenty-five (25) hours per week.
** Must comply with County Travel Policy.

Introduced: 8/6/2026
Version: 1

Current Status: Criminal Justice - Consent
Matter Type: BoS Agreement

a. Approve and authorize the County Purchasing Agent or designee to execute Amendment No. 3 to Agreement A-17069 with Guardian PSBI, Inc. dba G2 Public Safety Backgrounds to provide pre-employment background investigation services for the Probation Department, to update the fee schedule, extend the term of the Agreement for three (3) additional years through August 31, 2029, for a revised term of August 28, 2023 through August 31, 2029, and to increase the Agreement's amount by $264,100 for a revised total Agreement amount not to exceed $496,000; and
b. Authorize the County Purchasing Agent or designee to execute future amendments to the Agreement where the total amendments do not exceed 10% ($49,600) of the Agreement amount and do not significantly change the scope of services, for a not to exceed maximum amount of $545,600.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

a. Approve and authorize the County Purchasing Agent or designee to execute Amendment No. 3 to Agreement A-17069 with Guardian PSBI, Inc. dba G2 Public Safety Backgrounds to provide pre-employment background investigation services for the Probation Department, to update the fee schedule, extend the term of the Agreement for three (3) additional years through August 31, 2029, for a revised term of August 28, 2023 through August 31, 2029, and to increase the Agreement's amount by $264,100 for a revised total Agreement amount not to exceed $496,000; and
b. Authorize the County Purchasing Agent or designee to execute future amendments to the Agreement where the total amendments do not exceed 10% ($49,600) of the Agreement amount and do not significantly change the scope of services, for a not to exceed maximum amount of $545,600.

SUMMARY:

The County of Monterey, Probation Department (Probation), originally contracted with Guardian PSBI, Inc. dba G2 Public Safety Backgrounds (Contractor) in 2023 for pre-employment background investigation services. The Agreement has since been amended twice to increase funding and extend the term through August 31, 2026. Because Probation requires these services to meet mandatory background check standards for both sworn and non-sworn staff, a third amendment has been prepared. Amendment No. 3 updates the Contractor's fee schedule, extends the Agreement for three additional years through August 31, 2029, and increases the contract amount by $264,100, bringing the total not to exceed amount to $496,000. The Contractor's services are essential for timely and thorough background investigations, which are required for hiring well-qualified personnel. Probation recommends approval of this amendment to maintain continuity of service.

DISCUSSION:
The County of Monterey, Probation Department, entered a Standard Agreement with Guardian PSBI, Inc. dba dba G2 Public Safety Backgrounds to provide pre-employment background investigation services for a term of August 28, 2023 through August 31, 2024 and for an amount not to exceed $25,000. The Agreement was amended a total of two times to increase the amount of the Agreement and extend the term through August 31, 2026.

Probation has a continued need for services and a term extension and an increase in funding are necessary to allow the Contractor to continue providing services. Amendment No. 3 has been drafted to update the Contractor's fee schedule, extend the term of the Agreement for three (3) additional years through August 31, 2029, and to increase the Agreement's not to exceed amount by $264,100 for an updated Agreement amount not to exceed $496,000.

Probation is required to perform background clearances on all its personnel. Peace Officer candidates have minimum selection standards detailed in Government Code Sections 1029, 1029.1, 1031, and Penal Code 830.5. In addition, Probation must also perform a background check on all non-sworn employees (professional and support staff).

The background investigation services provided by the Contractor include review of personal history statements, legal history (prior arrests, detentions, convictions, and civil records), social media, past employment, school transcripts, driving history, credit history, military service, previous tenancy, relative and personal reference checks, and an interview. Candidates may become ineligible for employment at Probation at any phase of the background check, which makes it difficult to hire staff in an expeditious manner. Because of the ongoing efforts to fill vacancies within a reasonable amount of time, the services provided by the Contractor are essential to Probation's hiring process. Probation recommends the approval of Amendment No. 3 as it will allow the Contractor to continue providing the services required to hire well-qualified staff.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
Amendment No. 3 was approved by the Office of County Counsel as to legal form and by the Auditor-Controller as to fiscal terms.

FINANCING:
The associated funding and appropriations of $88,000 for the Fiscal Year 2026-2027 are included in the Probation Department's FY 26-27 Adopted Budget (Fund 1001 - Department 255004 and Fund 1001 - Department 255006). Funding for the following fiscal year will be budgeted as per the County's annual budget process. There is no additional cost to the County General Fund with this recommendation.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This recommendation supports the Board of Supervisor Strategic Plan Goals of Safe and Resilient Communities and Dynamic Organization and Employer of Choice by following the appropriate background check process required for staff seeking employment in the Probation Department and by ensuring well-qualified candidates are hired.

____ Well-Being and Quality of Life
___ Sustainable Infrastructure for the Present and Future
_X__ Safe and Resilient Communities
____ Diverse and Thriving Economy
_X__ Dynamic Organization and Employer of Choice

Prepared by: Marcela Barbosa, Management Analyst II, Ext. 1100
Approved by: Jose Ramirez, Chief Probation Officer, Ext. 3913

Attachments:
Amendment No. 3 to Agreement with Guardian PSBI, Inc.
Amendment No. 2 to Agreement with Guardian PSBI, Inc.
Amendment No. 1 to Agreement with Guardian PSBI, Inc.
Agreement with Guardian PSBI, Inc.

Introduced: 8/6/2026 **Current Status:** Agenda Ready

Version: 1 **Matter Type:** BoS Agreement

a. Approve and authorize the County Purchasing Agent or designee to execute Amendment No. 3 to Agreement A-17069 with Guardian PSBI, Inc. dba G2 Public Safety Backgrounds to provide pre-employment background investigation services for the Probation Department, to update the fee schedule, extend the term of the Agreement for three (3) additional years through August 31, 2029, for a revised term of August 28, 2023 through August 31, 2029, and to increase the Agreement's amount by $264,100 for a revised total Agreement amount not to exceed $496,000; and
b. Authorize the County Purchasing Agent or designee to execute future amendments to the Agreement where the total amendments do not exceed 10% ($49,600) of the Agreement amount and do not significantly change the scope of services, for a not to exceed maximum amount of $545,600.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

a. Approve and authorize the County Purchasing Agent or designee to execute Amendment No. 3 to Agreement A-17069 with Guardian PSBI, Inc. dba G2 Public Safety Backgrounds to provide pre-employment background investigation services for the Probation Department, to update the fee schedule, extend the term of the Agreement for three (3) additional years through August 31, 2029, for a revised term of August 28, 2023 through August 31, 2029, and to increase the Agreement's amount by $264,100 for a revised total Agreement amount not to exceed $496,000; and
b. Authorize the County Purchasing Agent or designee to execute future amendments to the Agreement where the total amendments do not exceed 10% ($49,600) of the Agreement amount and do not significantly change the scope of services, for a not to exceed maximum amount of $545,600.

SUMMARY:

The County of Monterey, Probation Department (Probation), originally contracted with Guardian PSBI, Inc. dba G2 Public Safety Backgrounds (Contractor) in 2023 for pre-employment background investigation services. The Agreement has since been amended twice to increase funding and extend the term through August 31, 2026. Because Probation requires these services to meet mandatory background check standards for both sworn and non-sworn staff, a third amendment has been prepared. Amendment No. 3 updates the Contractor's fee schedule, extends the Agreement for three additional years through August 31, 2029, and increases the contract amount by $264,100, bringing the total not to exceed amount to $496,000. The Contractor's services are essential for timely and thorough background investigations, which are required for hiring well-qualified personnel. Probation recommends

approval of this amendment to maintain continuity of service.

DISCUSSION:
The County of Monterey, Probation Department, entered a Standard Agreement with Guardian PSBI, Inc. dba dba G2 Public Safety Backgrounds to provide pre-employment background investigation services for a term of August 28, 2023 through August 31, 2024 and for an amount not to exceed $25,000. The Agreement was amended a total of two times to increase the amount of the Agreement and extend the term through August 31, 2026.

Probation has a continued need for services and a term extension and an increase in funding are necessary to allow the Contractor to continue providing services. Amendment No. 3 has been drafted to update the Contractor's fee schedule, extend the term of the Agreement for three (3) additional years through August 31, 2029, and to increase the Agreement's not to exceed amount by $264,100 for an updated Agreement amount not to exceed $496,000.

Probation is required to perform background clearances on all its personnel. Peace Officer candidates have minimum selection standards detailed in Government Code Sections 1029, 1029.1, 1031, and Penal Code 830.5. In addition, Probation must also perform a background check on all non-sworn employees (professional and support staff).

The background investigation services provided by the Contractor include review of personal history statements, legal history (prior arrests, detentions, convictions, and civil records), social media, past employment, school transcripts, driving history, credit history, military service, previous tenancy, relative and personal reference checks, and an interview. Candidates may become ineligible for employment at Probation at any phase of the background check, which makes it difficult to hire staff in an expeditious manner. Because of the ongoing efforts to fill vacancies within a reasonable amount of time, the services provided by the Contractor are essential to Probation's hiring process. Probation recommends the approval of Amendment No. 3 as it will allow the Contractor to continue providing the services required to hire well-qualified staff.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
Amendment No. 3 was approved by the Office of County Counsel as to legal form and by the Auditor-Controller as to fiscal terms.

FINANCING:
The associated funding and appropriations of $88,000 for the Fiscal Year 2026-2027 are included in the Probation Department's FY 26-27 Adopted Budget (Fund 1001 - Department 255004 and Fund 1001 - Department 255006). Funding for the following fiscal year will be budgeted as per the County's annual budget process. There is no additional cost to the County General Fund with this recommendation.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This recommendation supports the Board of Supervisor Strategic Plan Goals of Safe and Resilient Communities and Dynamic Organization and Employer of Choice by following the appropriate background check process required for staff seeking employment in the Probation Department and by ensuring well-qualified candidates are hired.

____ Well-Being and Quality of Life
___ Sustainable Infrastructure for the Present and Future
_X__ Safe and Resilient Communities
____ Diverse and Thriving Economy
_X__ Dynamic Organization and Employer of Choice

Prepared by: Marcela Barbosa, Management Analyst II, Ext. 1100
Approved by: Jose Ramirez, Chief Probation Officer, Ext. 3913

Attachments:
Amendment No. 3 to Agreement with Guardian PSBI, Inc.
Amendment No. 2 to Agreement with Guardian PSBI, Inc.
Amendment No. 1 to Agreement with Guardian PSBI, Inc.
Agreement with Guardian PSBI, Inc.

Docusign Envelope ID: 55B04FC7-86C3-8F4C-8071-F641ABBA26FC

AMENDMENT NO. 3
TO STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
GUARDIAN PSBI, INC.
DBA G2 PUBLIC SAFETY BACKGROUNDS

THIS AMENDMENT NO. 3 to the Standard Agreement A-17069 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and **Guardian PSBI, Inc. dba G2 Public Safety Backgrounds** (hereinafter, "CONTRACTOR") is hereby entered into between the County and CONTRACTOR (collectively, "the Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into a Standard Agreement A-17069 with the County on August 29, 2023, (hereinafter, "Agreement") to provide pre-employment background investigation services for the Probation Department (hereinafter, "services") through August 31, 2024, for an amount not to exceed $25,000; and

WHEREAS, Agreement was amended by the Parties on January 25, 2024 (hereinafter, "Amendment No. 1") to increase the Agreement's amount by $31,900 for a total not to exceed amount of $56,900 with no change to the Agreement's term; and

WHEREAS, Agreement was amended by the Parties on August 22, 2024 (hereinafter, "Amendment No. 2") to extend the Agreement's term for two (2) additional years through August 31, 2026 and to increase the Agreement's amount by $175,000 for a total not to exceed amount of $231,900; and

WHEREAS, Effective February 2026, CONTRACTOR updated their dba from Guardian Public Safety Background Investigations to G2 Public Safety Backgrounds with no change to the corporation's name operating as Guardian PSBI, Inc.; and

WHEREAS, County has a continued need for services; and

WHEREAS, CONTRACTOR'S Fee Schedule requires an update effective September 1, 2026; and

WHEREAS, additional time and funding are necessary to allow CONTRACTOR to continue to provide the services required by the County; and

WHEREAS, the Parties wish to further amend the Agreement to update the CONTRACTOR'S Fee Schedule, extend the term for three (3) additional years through August 31, 2029, and to increase the Agreement's amount by $264,100 for a total not to exceed amount of $496,000 to allow CONTRACTOR to continue to provide the services identified in the Agreement and as amended by this Amendment No. 3.

Docusign Envelope ID: 55B04FC7-86C3-8F4C-8071-F641ABBA26FC

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

1. Amend the second sentence under Section 2.0, "Payment Provisions", to read as follows:

   The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of $496,000.

2. Amend the first sentence of Paragraph 3.01 of Section 3.0, "Term of Agreement", to read as follows:

   The term of this Agreement is from August 28, 2023 to August 31, 2029, unless sooner terminated pursuant to the terms of this Agreement.

3. Amend the first sentence of Sub-Section B.1 "Compensation/Payment" of "Exhibit A – Scope of Services/Payment Provisions" to read as follows:

   County shall pay an amount not to exceed **$496,000** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services.

4. Replace the Fee Schedule included in Section B. "Payment Provisions" of Exhibit A – Scope of Services/Payment Provisions" with the revised Fee Schedule attached hereto as "Attachment A – Fee Schedule, Effective September 1, 2026."

5. Except as amended herein, all other terms and conditions of the Agreement, including all Exhibits thereto, remain in full force and effect as set forth in the Agreement.

6. This Amendment No. 3 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

Docusign Envelope ID: 55B04FC7-86C3-8F4C-8071-F641ABBA26FC

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By:

County Purchasing Agent

Date:

Approved as to Fiscal Provisions:

By: DocuSigned by: Patricia Ruiz E79E564E57454F6...

Auditor/Controller

Date: 8/11/2026

Approved as to Liability Provisions:

By:

Risk Management**

Date:

Approved as to Form:
Office of the County Counsel
Susan K. Blitch, County Counsel

By: Signed by: Anne K. Brereton 27026AA36B4A4...

Anne K. Brereton
Deputy County Counsel

Date: 8/7/2026

CONTRACTOR

Guardian PSBI, Inc. dba G2 Public Safety Backgrounds
Contractor's Business Name*

By: Signed by: Doug Hayes BF0EBDAFC3B943C...
(Signature of Chair, President, or Vice-President)

Doug Hayes, President
Print Name and Title

Date: 8/7/2026

By: Signed by: Doug Hayes BF0EBDAFC3B943C...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) *

Doug Hayes, Secretary
Print Name and Title

Date: 8/7/2026

*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.

**Approval by Risk Management is necessary only if changes are made to Paragraphs 8 or 9 of the Agreement.

Docusign Envelope ID: 55B04FC7-86C3-8F4C-8071-F641ABBA26FC

ATTACHMENT A – FEE SCHEDULE

Effective September 1, 2026

Service/Item	Fee
Non- Sworn Basic background investigation - no credit Rpt. Office staff, probation aids, assistants, etc.	$1,300.00
Positions that require access to sensitive or high-level confidential information:	
Deputy Probation Officers – Sworn	$1,550.00
Lateral Deputy Probation Officers – Sworn w/file review	$1,750.00
Lateral Deputy Probation Officers – Sworn wo/file review	$1,550.00
Juvenile Institutions Officers – Sworn wo/file review	$1,400.00
Juvenile Institutions Officers – Sworn w/file review	$1,600.00
Early Disqualifications/Partial Investigations In the event there is an applicant disqualification or withdrawal, Guardian PSBI, Inc. will notify the Client immediately. If the Client disqualifies the applicant, the investigation will close, a DQ report will be written of known information before DQ or Withdrawal, and the cost will be pro-rated to align with the percentage of the investigation work that was completed, plus a flat fee of $300. *The total will not exceed the flat rate fee of the background investigation.*	TBD/pro-rated + $300
Social Media Investigation by Ferretly:	$25.00
Requirement for Worker Compensation Waiver of Subrogation:	$200/annually

Docusign Envelope ID: A32DB60C-3D06-479B-8FFD-F8CD55715862

AMENDMENT NO. 2
TO STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
GUARDIAN PSBI, INC.
DBA GUARDIAN PUBLIC SAFETY BACKGROUND INVESTIGATIONS

THIS AMENDMENT NO. 2 to the Standard Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and **Guardian PSBI, Inc. dba Guardian Public Safety Background Investigations** (hereinafter, "CONTRACTOR") is hereby entered into between the County and CONTRACTOR (collectively, "the Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into a Standard Agreement with the County on August 29, 2023, (hereinafter, "Agreement") to provide pre-employment background investigation services for the Probation Department (hereinafter, "services") through August 31, 2024, for an amount not to exceed $25,000; and

WHEREAS, Agreement was amended by the Parties on January 25, 2024 (hereinafter, "Amendment No. 1") to increase the Agreement's amount by $31,900 for a total not to exceed amount of $56,900 with no change to the Agreement's term; and

WHEREAS, County has a continued need for services; and

WHEREAS, additional time and funding are necessary to allow CONTRACTOR to continue to provide the services required by the County; and

WHEREAS, the Parties wish to amend the Agreement to extend the term for two (2) additional years through August 31, 2026 and to increase the Agreement's amount by $175,000 for a total not to exceed amount of $231,900 to allow CONTRACTOR to continue to provide the services identified in the Agreement and as amended by this Amendment No. 2.

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

1. Amend the second sentence under Section 2.0, "Payment Provisions", to read as follows:

   The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of $231,900.

2. Amend the first sentence of Paragraph 3.01 of Section 3.0, "Term of Agreement", to read as follows:

   The term of this Agreement is from August 28, 2023 to August 31, 2026, unless sooner terminated pursuant to the terms of this Agreement.

Docusign Envelope ID: A32DB60C-3D06-479B-8FFD-F8CD55715862

3. Amend the first sentence of Sub-Section B.1 "Compensation/Payment" of "Exhibit A – Scope of Services/Payment Provisions" to read as follows:

   County shall pay an amount not to exceed **$231,900** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services.

4. Except as amended herein, all other terms and conditions of the Agreement, including all Exhibits thereto, remain in full force and effect as set forth in the Agreement.

5. This Amendment No. 2 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

Docusign Envelope ID: A32DB60C-3D06-479B-8FFD-F8CD55715862

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: DocuSigned by: Debra Wilson 7B741937AA0D41B...
Contracts/Purchasing Officer

Date: 8/22/2024

Approved as to Fiscal Provisions:

By: DocuSigned by: Patricia Ruiz E7ED5945574540...
Auditor/Controller

Date: 8/8/2024

Approved as to Liability Provisions:

By:
Risk Management**

Date:

Approved as to Form:
Office of the County Counsel
Susan K. Blitch, County Counsel

By: Signed by: Anne K. Brereton 67023...
Anne K. Brereton
Deputy County Counsel

Date: 8/7/2024

CONTRACTOR

Guardian PSBI, Inc. dba Guardian Public Safety Background Investigations
Contractor's Business Name*

By: DocuSigned by: Steven D. Ward B890D68229F9499...
(Signature of Chair, President, or Vice-President)

Steven D. Ward, President & CEO
Print Name and Title

Date: 8/5/2024

By: DocuSigned by: Steven D. Ward B890D68229F9499...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) *

Steven D. Ward, CFO & Secretary
Print Name and Title

Date: 8/5/2024

*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.

**Approval by Risk Management is necessary only if changes are made to Paragraphs 8 or 9 of the Agreement.

DocuSign Envelope ID: 59D33A17-07E7-4994-ADBB-B3F1F29F12C7

AMENDMENT NO. 1
TO STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
GUARDIAN PSBI, INC.
DBA GUARDIAN PUBLIC SAFETY BACKGROUND INVESTIGATIONS

THIS AMENDMENT NO. 1 to the Standard Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and **Guardian PSBI, Inc. dba Guardian Public Safety Background Investigations** (hereinafter, "CONTRACTOR") is hereby entered into between the County and CONTRACTOR (collectively, "the Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into a Standard Agreement with the County on August 29, 2023, (hereinafter, "Agreement") to provide pre-employment background investigation services for the Probation Department (hereinafter, "services") through August 31, 2024, for an amount not to exceed $25,000; and

WHEREAS, County has a continued need for services; and

WHEREAS, additional funding is necessary to allow CONTRACTOR to continue to provide the services required by the County; and

WHEREAS, the Parties wish to amend the Agreement to increase the Agreement's amount by $31,900 for a total not to exceed amount of $56,900 with no change to the Agreement's term, to allow CONTRACTOR to continue to provide the services identified in the Agreement and as amended by this Amendment No. 1.

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

1. Amend the second sentence under Section 2.0, "Payment Provisions", to read as follows:

   The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of $56,900.

2. Amend the first sentence of Sub-Section B.1 "Compensation/Payment" of "Exhibit A – Scope of Services/Payment Provisions" to read as follows:

   County shall pay an amount not to exceed **$56,900** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services.

3. Except as amended herein, all other terms and conditions of the Agreement, including all Exhibits thereto, remain in full force and effect as set forth in the Agreement.

DocuSign Envelope ID: 59D33A17-07E7-4994-ADBB-B3F1F29F12C7

4. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

DocuSign Envelope ID: 59D33A17-07E7-4994-ADBB-B3F1F29F12C7

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: DocuSigned by: Debra Wilson 7B741937AA0D41B...
Contracts/Purchasing Officer

Date: 1/25/2024

Approved as to Fiscal Provisions:

By: DocuSigned by: Patricia Ruiz E79EF64E57454E6...
Auditor/Controller

Date: 1/23/2024

Approved as to Liability Provisions:

By:
Risk Management**

Date:

Approved as to Form:
Office of the County Counsel
Susan K. Blitch, Acting County Counsel

By: DocuSigned by: Anne K. Brereton 07025F3AA36B4A4...
Anne K. Brereton
Deputy County Counsel

Date: 1/22/2024

CONTRACTOR

Guardian PSBI, Inc. dba Guardian Public Safety Background Investigations
Contractor's Business Name*

By: DocuSigned by: Steven D. Ward B890D68329F0499...
(Signature of Chair, President, or Vice-President)

Steven D. Ward, President & CEO
Print Name and Title

Date: 1/22/2024

By: DocuSigned by: Steven D. Ward B890D68329F0499...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) *

Steven D. Ward, CFO & Secretary
Print Name and Title

Date: 1/22/2024

*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.

**Approval by Risk Management is necessary only if changes are made to Paragraphs 8 or 9 of the Agreement.

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/24/2023

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 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	CONTACT NAME: Abram Alaniz	
El Dorado Insurance Agency, Inc. El Dorado Sec Srvs Ins Agy 3673 Westcenter Drive Houston TX 77042	PHONE (A/C, No, Ext): (713)521-9251	FAX (A/C, No): (713)521-0125
	E-MAIL ADDRESS: aalaniz@eldoradoinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Champlain Specialty Insurance Co	16834
INSURED	INSURER B :	
Guardian Public Safety Background Investigations, LLC 120 School Street #2393 Lodi CA 95241	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: SPECIAL ENDTS(08/23) 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	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Errors & Omissions GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			CSPI-0001114-02	8/22/2023	8/22/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 5,000,000 $ 5,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is named as Additional Insured on the General Liability policy.

The General Liability policy contains a special endorsement with "Primary and Noncontributory" wording.

CERTIFICATE HOLDER

County of Monterey, its Officers, Agents, and Employees
20 East Alisal Street
2nd Floor
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

R.L. Ring, Jr./LQIU

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
County of Monterey, its Officers, Agents, and Employees 20 East Alisal Street, 2nd Floor Salinas, CA 93901	Any location where required by written contract signed by both parties and the insured contract is executed prior to any loss
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

 © Insurance Services Office, Inc., 2012

Print Date: 8/31/2023

DocuSign Envelope ID: 59D33A17-07E7-4994-ADBB-B3F1F29F12C7

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

© Insurance Services Office, Inc., 2012

Print Date: 8/31/2023

DocuSign Envelope ID: 59D33A17-07E7-4994-ADBB-B3F1F29F12C7

THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

August 1, 2023

Guardian Public Safety Background
PO BOX 2393
LODI CA 95241-2393

Account Information:

Policy Holder Details :	**Guardian Public Safety Background**

Contact Us

Need Help?

Chat online or call us at

(866) 467-8730.

We're here Monday - Friday.

Enclosed please find a Summary Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team

DocuSign Envelope ID: 59D33A17-07E7-4994-ADBB-B3F1F29F12C7

August 1, 2023

Account Policy Information:

Agency Name	PAYCHEX INSURANCE AGENCY INC/PHS
Agency Code	76210756

Recipient Information

Guardian Public Safety Background
PO BOX 2393
LODI CA 95241-2393

SUMMARY OF INSURANCE

Account Policy Recap	Policy Number	Policy Term	Premium
Worker's Compensation Hartford Casualty Insurance Company	76 WEG AT4Y23	07/01/2023 to 07/01/2024	$2,007

DocuSign Envelope ID: 59D33A17-07E7-4994-ADBB-B3F1F29F12C7

Worker's Compensation Summary of Insurance
with
Hartford Casualty Insurance Company
A member company of The Hartford
07/01/2023 - 07/01/2024

Policy Detail: Worker's Compensation
Policy States: CA

Location 1 **Premises Address:**
11 SOUTH SAN JOAQUIN 8TH FLOOR
Stockton CA 95202

Location 2 **Premises Address:**
2109 BLUEJAY WAY
LODI CA 95240-6351

Worker's Compensation Coverages:

Employer's Liability Limits	Limit
Disease - Policy Limit	$1,000,000
Bodily Injury – Accident	$1,000,000
Disease - Each Employee	$1,000,000

Class/Payroll Detail	Class Description	Class Code	Payroll
Location 2 - CA	CLERICAL OFFICE EMPLOYEES-N O C	8810	$222,700
Location 2 - CA	SALESPERSONS - OUTSIDE	8742	$57,200
Location 1 - CA	CLERICAL OFFICE EMPLOYEES-N O C	8810	$600

This Summary and its attachments provides a high level overview of policy coverages and does not include all conditions, limitations or exclusions. Please refer to the actual policy forms for detailed coverages, limits and deductibles.

DocuSign Envelope ID: 3703F83B-0220-473C-B212-653209F2619B

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:

Guardian PSBI, Inc. dba Guardian Public Safety Background Investigations,

(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: Pre-employment background investigation services for the Probation Department.

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: $ 25,000

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from August 28, 2023 **to** August 31, 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**.

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: Insurance Modification

DocuSign Envelope ID: 3703F83B-0220-473C-B212-653209F2619B

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.

DocuSign Envelope ID: 3703F83B-0220-473C-B212-653209F2619B

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 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

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:**
Todd Keating, Chief Probation Officer	Steven D. Ward, President
Name and Title	Name and Title
20 E. Alisal Street, Salinas, CA 93901	PO Box 2393, Lodi, CA 95241-2393
Address	Address
(831) 755-3919, Fax (831) 759-7246	(888) 479-6779 Ext. 101
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

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: DocuSigned by: Angelica Ruelas 4DFC1176E799451...
Contracts/Purchasing Officer

Date: 8/29/2023

By: _____
Department Head (if applicable)

Date: _____

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

By: DocuSigned by: 07025F3AA36B4A4...
County Counsel

Date: 8/28/2023

Approved as to Fiscal Provisions

By: DocuSigned by: Patricia Ruiz E79EF64E57454F6...
Auditor/Controller

Date: 8/29/2023

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

By: _____
Risk Management

Date: _____

CONTRACTOR

Guardian PSBI, Inc. dba Guardian Public Safety Background Investigations
Contractor/Business Name *

By: DocuSigned by: B838D86223F8433...
(Signature of Chair, President, or Vice-President)

Steven D. Ward, President & CEO
Name and Title

Date: 8/28/2023

By: DocuSigned by: B800D6829958480...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Steven D. Ward, CFO & Secretary
Name and Title

Date: 8/28/2023

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 – SCOPE OF SERVICES/PAYMENT PROVISIONS

To Agreement by and between
County of Monterey, hereinafter referred to as "County"
and
Guardian PSBI, Inc. dba Guardian Public Safety Background Investigations,
hereinafter referred to as "CONTRACTOR"

This Exhibit A shall be incorporated by reference as part of Agreement governing work to be performed, the nature of the working relationship between the County and the CONTRACTOR, and specific obligations of the 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:

Provide pre-employment background investigation (BI) services for sworn and non-sworn job applicants as requested by the Probation Department.

A.2 CONTRACTOR RESPONSIBILITIES

1. CONTRACTOR shall stay current with changing local, state, and federal laws and regulations related to BI services rendered.

2. CONTRACTOR must maintain a Private Investigator License in good standing throughout the term of this Agreement.

3. CONTRACTOR shall provide County website access at www.guardianbgi.com.

4. CONTRACTOR shall complete the below steps after the County requests a BI request online:

    a. CONTRACTOR shall email applicant a link to the CONTRACTOR'S online system to complete a Personal History Questionnaire (PHQ), along with required County forms and documents, polygraph questionnaire (if requested by County), and a CONTRACTOR checklist.

    b. Immediately after CONTRACTOR has emailed applicant the link, CONTRACTOR shall call the applicant to ensure receipt of the invitation to the PHQ, explain the BI process, the CONTRACTOR'S portal, CONTRACTOR'S expectations of time and cooperation, and explain due dates for completion of the PHQ and submission of required documents.

    c. Upon completion of required documents by applicant, CONTRACTOR shall review all completed materials.

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d. CONTRACTOR shall schedule a PHQ interview with the applicant and a licensed, Peace Officer Standards and Training (POST) trained investigator to discuss all responses on the PHQ, looking for omissions, discrepancies and/or inaccuracies and probing for more information where deemed necessary and appropriate.

e. During the PHQ interview, the CONTRACTOR will record the interview with the applicant, collect or verify original documents uploaded into the CONTRACTOR'S portal, and conduct a neighborhood canvas.

f. Applicant information received shall be validated by original documents, or requested documents from the facility, i.e. college transcripts, birth certificate, social security and or passport, 10-year driving record, public records, social media account findings showing the Applicant's picture, comments and to look for inappropriate content.

g. If the applicant is being evaluated for a lateral move to a sworn position, CONTRACTOR shall schedule a file review of current employer records (including any background investigations completed by employer), speak to leadership, i.e. law enforcement, training officers, and/or co-workers (as applicable).

h. Concurrently, CONTRACTOR'S staff shall run database checks, civil records check, distribute reference, family and employer questionnaires via email (if references do not have email, CONTRACTOR shall call and complete the questionnaire telephonically).

i. If warranted, CONTRACTOR shall schedule a discrepancy interview with the applicant and update the applicant's file with findings.

j. Upon completion of the above steps, CONTRACTOR shall prepare and deliver a comprehensive final BI report electronically to the County.

5. CONTRACTOR'S digital reports shall be instantly delivered to the County upon completion through the website.

6. CONTRACTOR shall provide prompt responses of County inquiries.

7. All BI work is monitored though the dashboard in the CONTRACTOR'S software platform (CSP). The CSP allows contractor to track the applicant's progress, anticipate trends, and read comments posted during the BI.

8. CONTRACTOR shall advise the County if the BI has revealed red flags (concerns)

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or not within three weeks of BI request by the County.

9. CONTRACTOR shall provide all-inclusive analysis of the County's applicant to ascertain any data that may affect the County's decision to hire.

10. CONTRACTOR shall investigate all BI in compliance with Criminal Justice Information Services (CJIS), the Federal Risk and Authorization Management Program, Fair Credit Act, Certified Internal Controls Risk Analyst, and POST Regulations (when applicable).

11. CONTRACTOR estimates a basic public safety background will take less than 30-days to complete. A sworn position will take, on average, 35 days.

A.3 COUNTY RESPONSIBILITIES

1. County shall provide the CONTRACTOR clear guidance regarding points of contact and expectations regarding communication with the CONTRACTOR.

2. County shall provide the CONTRACTOR a Notarized Pre-Employment BI Release, from the Applicant.

3. County shall provide the CONTRACTOR with the job description, applicant application and/or resume, credit report, documentation of clearance through the Department of Justice Criminal History, and documentation of fingerprint clearance through live scan or an original fingerprint card (JUS 107), and firearms clearance through the California Department of Justice.

4. County shall initiate a BI through the CONTRACTOR'S 'Submit Investigation" portal on the contractor's website at www.guardianbgi.com.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed **$25,000** 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 invoiced according to the "CONTRACTOR'S FEE SCHEDULE" listed on page 5 of 5 of this Exhibit A.

CONTRACTOR warrants that the cost charged for services under the terms of this Agreement are not in excess of those charged to any other client for the same services performed by the same individuals.

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B.2 CONTRACTOR'S BILLING PROCEDURES

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6.0, "Payment Conditions", of the Agreement. All invoices shall reference the services being provided and shall be sent to the following address or via email to 255-probationfinanceap@co.monterey.ca.us:

Monterey County Probation Department
Attention: Finance Division
20 E. Alisal Street, 2nd Floor
Salinas, CA 93901

County may, in its sole discretion, terminate the Agreement 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.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

CONTRACTOR'S FEE SCHEDULE

Admin, Clerical, Tech, and Maintenance Positions with a public safety agency	**Fee**
Basic Background Investigation (BI) – Part-time, Temporary, or Intern office Personnel • All applicants that are a contractor, part-time, temporary employee, or Intern positions and WILL NOT have access to sensitive or high-level confidential information and are constantly under direct supervision. No Personal History Questionnaire (PHQ). Verify application contents, call employers, and obtain proof of citizenship, driver's license, and social security card. We request a live scan and the results. Turnaround is 10 working days.	$500
Law Enforcement and Fire Protection Backgrounds	
Basic Background Investigation (high-security) – Full Time Personnel – Non-sworn • Office positions that have access to sensitive or high-level confidential information and are under supervision, i.e., Records Clerks, and IT personnel.	$1,200
Waive Non-Sworn "in person" PHQ interviews and neighborhood checks, for a Video conference interview.	-$200
Law Enforcement Background Investigation – Sworn • Any public safety applicant with no prior public safety experience.	$1,400
Law Enforcement Background Investigation – Internal Promotion/Appointment – Sworn • Public safety applicant who is in a sworn position within the Probation Department and receives a promotion into a different sworn position, i.e. Juvenile Institutions Officer to Deputy Probation Officer.	$ 900/with video conferencing interview or $1,100/with in-person interview
Law Enforcement Background Investigation Lateral or Disqualified (DQ) that requires a file review. • A lateral or prior background DQ where file reviews are needed. • Any public safety employee in a sworn or non-sworn position who is being considered for employment at another public safety agency (lateral). Terminated applicants that require a file review or DQ'ed applicants that need the background investigation reviewed.	$1,600
Executive Position Background Investigation • Any applicant with the rank of Chief Probation Officer, Assistant Chief Probation Officer, Division Director, or as requested by the County.	TBD, CONTRACTOR shall quote County per request
Additional casework, i.e., file review. Must be approved by the client.	$65/Per Hour
Social Media Investigations by FERRETLY (FAMA).	$50
Termination of Background, DQ, Withdrawn	
Partial Investigations If the applicant is a DQ or Withdrawal, a report for legal support of the hiring agency or HR division will be produced. The cost will be determined by the percentage of the investigation work that was completed, plus a $300 Flat Fee. Example: $1,400 BI, 10% completed = $140 + $300 Flat Fee = $440. The amount charged to County will be determined by the percentage BI completed formula or $1,400 BI Fee, the lessor of the two. If an applicant only completed their PHQ in the Triage Center and was never assigned to an Investigator, there is no charge.	TBD, The lessor of amount determined by formula or $1,400 BI Fee
Mileage reimbursement for all Investigator travel after 120 miles and 2 hours. County must pre-approve travel. If County approves travel reimbursement, CONTRACTOR shall receive compensation for travel expenses as per the County Travel Policy. A copy of the policy is available at: https://www.co.monterey.ca.us/government/departments-a-h/auditor-controller/policies-and-procedures. To receive reimbursement, CONTRACTOR must provide mileage reimbursement form with a detailed breakdown of authorized expenses, identifying what was expended and when. Per the County travel policy, starting point where mileage would be counted from will be the investigator's home or Probation's Administration Office located at 20 E. Alisal St., Salinas, CA, whichever results in the least amount of mileage.	Mileage Reimbursed at the U.S. GSA/IRS Rates
Cyber insurance requirement fee per background (If required by County)	10%
The certificate of Subrogation requirement is a one-time fee per year (If required by County)	$100

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EXHIBIT B – INSURANCE MODIFICATION

Auto Liability:

CONTRACTOR (Guardian PSBI, Inc. dba Guardian Public Safety Background Investigations) carries Automobile Liability in the amounts required by the State of California. As the CONTRACTOR does not own any business automobiles, the Monterey County Probation Department requests a modification of the Automobile Liability limits required, and the primary and non-contributory language endorsements which are not provided as required by Section 9.03 and Section 9.04. This modification of insurance does not affect the CONTRACTOR'S responsibility and duty to indemnify the County under the provisions of this Agreement.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/22/2023

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 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
El Dorado Insurance Agency, Inc.
El Dorado Sec Srvs Ins Agy
3673 Westcenter Drive
Houston TX 77042

CONTACT NAME: Abram Alaniz
PHONE (A/C, No, Ext): (713)521-9251 FAX (A/C, No): (713)521-0125
E-MAIL ADDRESS: aalaniz@eldoradoinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Champlain Specialty Insurance Co	16834
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Guardian Public Safety Background Investigations, LLC
120 School Street #2393
Lodi CA 95241

COVERAGES CERTIFICATE NUMBER: CERTIFICATE(08/23) 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	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X Errors & Omissions			CSPI-0001114-02	8/22/2023	8/22/2024	MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 5,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 5,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER
Monterey County Probation Department
Marcela Barbosa
20 E. Alisal
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
R.L. Ring, Jr./LQIU

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THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

August 1, 2023

Guardian Public Safety Background
PO BOX 2393
LODI CA 95241-2393

Account Information:

Policy Holder Details :	**Guardian Public Safety Background**

Contact Us

Need Help?
Chat online or call us at
(866) 467-8730.
We're here Monday - Friday.

Enclosed please find a Summary Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team

DocuSign Envelope ID: 3703F83B-0220-473C-B212-653209F2619B

THE HARTFORD

August 1, 2023

Account Policy Information:

Agency Name	PAYCHEX INSURANCE AGENCY INC/PHS
Agency Code	76210756

Recipient Information

Guardian Public Safety Background
PO BOX 2393
LODI CA 95241-2393

SUMMARY OF INSURANCE

Account Policy Recap	Policy Number	Policy Term	Premium
Worker's Compensation Hartford Casualty Insurance Company	76 WEG AT4Y23	07/01/2023 to 07/01/2024	$2,007

DocuSign Envelope ID: 3703F83B-0220-473C-B212-653209F2619B

Worker's Compensation Summary of Insurance
with
Hartford Casualty Insurance Company
A member company of The Hartford

07/01/2023 - 07/01/2024

Policy Detail: Worker's Compensation

Policy States: CA

Location 1 **Premises Address:**

11 SOUTH SAN JOAQUIN 8TH FLOOR
Stockton CA 95202

Location 2 **Premises Address:**

2109 BLUEJAY WAY
LODI CA 95240-6351

Worker's Compensation Coverages:

Employer's Liability Limits	**Limit**
Disease - Policy Limit	$1,000,000
Bodily Injury – Accident	$1,000,000
Disease - Each Employee	$1,000,000

Class/Payroll Detail	Class Description	Class Code	Payroll
Location 2 - CA	CLERICAL OFFICE EMPLOYEES-N O C	8810	$222,700
Location 2 - CA	SALESPERSONS - OUTSIDE	8742	$57,200
Location 1 - CA	CLERICAL OFFICE EMPLOYEES-N O C	8810	$600

This Summary and its attachments provides a high level overview of policy coverages and does not include all conditions, limitations or exclusions. Please refer to the actual policy forms for detailed coverages, limits and deductibles.

Introduced: 7/8/2026

Current Status: General Government - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the County of Monterey, on behalf of the County Assessor or their designee to sign a Shared Systems Memorandum of Understanding (MOU) with the California Assessors' Association and the California Board of Equalization to participate in a Statewide Network Group for information technology services, systems support, and maintenance services to support assessment functions for a retroactive five (5) year term of July 1, 2026 through June 30, 2031 in an amount not to exceed $15,000 per year for a total aggregate contract amount of not to exceed $75,000; and
b. Approve and authorize the Assessor or their designee to execute amendments that do not adversely affect the County liability and/or extend the term of the MOU beyond June 30, 2031.

RECOMMENDATION:
It is recommended that the Board of Supervisors:

a. Approve and authorize the County of Monterey, on behalf of the County Assessor or their designee to sign a Shared Systems Memorandum of Understanding (MOU) with the California Assessors' Association and the California Board of Equalization to participate in a Statewide Network Group for information technology services, systems support, and maintenance services to support assessment functions for a retroactive five (5) year term of July 1, 2026 through June 30, 2031 in an amount not to exceed $15,000 per year for a total aggregate contract amount of not to exceed $75,000; and
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SUMMARY:
In 2004, the Board authorized the Assessor to sign a Joint Powers Agreement (JPA) for the creation of standard Data Records for the filing of annual Business Property Statements. In 2013, the Board authorized the Assessor's participation in a second JPA to create, collect, store, and maintain electronic forms and data with the County and the State Board of Equalization necessary to the assessment function. In 2024, these two JPAs combined into a single Shared Systems Memorandum of Understanding (MOU) administered by the California Assessors' Association, a non-profit organization comprised of all state Assessors, who manage the program as the coordinating entity.

The Assessor requests that the Board approve the proposed renewal of this Shared Systems MOU with the California Assessors' Association and the California Board of Equalization for a proposed five (5) year retroactive term of July 1, 2026 through and including June 30, 2031.

DISCUSSION:
The services provided under the MOU were and continue to be positive and productive activities for the County resulting in greater efficiencies and cost savings. The MOU facilitates the development and ownership of storing and maintaining electronic forms and data necessary to for the assessment forms and process. They also result in the distribution of the associated costs and liabilities directly related to this purpose proportionate to each participating County's share of statewide taxes generated. All participating counties share in the costs so that the services and benefits provided by the system are available to all California taxpayers and County entities statewide. Participation by the County may be terminated early if the cost exceeds the benefits.

At this time, the Assessor asks the Board to authorize them to continue participating in this combined MOU and to make Monterey County's share of annual payments for the MOU in an amount not to exceed $15,000 per year for a combined total aggregate contract amount of not to exceed $75,000, for a 5-year term retroactive to July 1, 2026 until June 30, 2031, and, further, to execute all appropriate amendments and extensions of the MOU through June 30, 2031 that do not increase the dollar amount or substantially change the terms and liabilities of the County's participation in the MOU. The County has and will continue to benefit from the services performed pursuant to this MOU, a greater cost savings than would be possible if the County would have to obtain these services, either in-house or by outsourcing the work as a stand-alone County activity.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
County Counsel has reviewed the memorandum of understanding and has approved it as to form.

FINANCING:
Each County is sharing only a portion of the costs, proportionate to that County's share of the statewide receipt of tax revenue. There is no additional cost to the County General Fund, as there are sufficient appropriations in the Assessor's FY 2026-2027 Adopted Budget (1180-ACR001-8003) for the current recommended action. The estimated future annual maintenance costs are less than $15,000 for MOU per year through June 30, 2031 (combined total of $75,000 through that date). At any time, if funding is not approved, the County can withdraw from the MOU pursuant to the terms of the MOU agreement.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This recommendation supports the key objective of administration and will provide the Assessor with

the additional support it needs to ensure the continuance of a timely and accurate property tax roll as mandated by the State of California.

____ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
____ Diverse and Thriving Economy
____ Dynamic Organization and Employer of Choice
__X_ Administrative

Link to the Strategic Plan:
https://www.countyofmonterey.gov/home/showdocument?id=139569

Prepared by: Chihiro Marie Tabata, Management Analyst, ext. 6607
Approved by: Xochitl Marina Camacho, Assessor, County Clerk Recorder, ext. 5874

Attachments:
Proposed Shared Systems Memorandum of Understanding (MOU)

Introduced: 7/8/2026
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

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____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
____ Diverse and Thriving Economy
____ Dynamic Organization and Employer of Choice
__X_ Administrative

Link to the Strategic Plan:
https://www.countyofmonterey.gov/home/showdocument?id=139569

Prepared by: Chihiro Marie Tabata, Management Analyst, ext. 6607
Approved by: Xochitl Marina Camacho, Assessor, County Clerk Recorder, ext. 5874

Attachments:
Proposed Shared Systems Memorandum of Understanding (MOU)

MEMORANDUM OF UNDERSTANDING
REGARDING THE CALIFORNIA COUNTY ASSESSORS
SHARED SYSTEMS CONTRACTS
DOCUMENT CONTROL DATE: JUNE 26, 2026

THIS MEMORANDUM OF UNDERSTANDING ("**MOU**") is made and entered into this 26th of June, 2026, by, between, and among the California Assessors' Association ("**CAA**"), the undersigned California Counties (each individually a "County" and collectively the "**Counties**") and the California Board of Equalization ("**BOE**") (each individually a "**party**" and collectively the "**parties**").

RECITALS

A. The Counties previously entered into joint powers agreements to cooperatively provide for the procurement and contracting for a vendor to provide identified information technology services, systems support and maintenance services to support the assessment functions ("**Shared Services**") performed by the California County Assessors ("**Participating Assessors**" or "**Assessor**"), each of which is an officer and agent of his or her respective County.

B. The CAA currently contracts and will continue to contract with Modern iConcepts Inc., a California corporation, doing business as Modern eConcepts, 160 S Old Springs Road Suite 225, Anaheim Hills, CA 92808 ("**Vendor**") on behalf of the Counties for the Shared Services in that certain Technical Services and Systems Maintenance Support Agreement, as amended ("**Shared Services Agreement**"). The scope of work for the Shared Services Agreement, as well as the Shared Services Agreement, are attached as Attachment A to this Agreement and incorporated into this Agreement by this reference. The Counties have and will continue to reimburse the CAA for their respective shares of costs for the Shared Services Agreement as outlined in this MOU.

C. The parties desire to enter into this MOU to outline their respective participation, responsibilities, and duties for the Shared Services program and Shared Services Agreement.

TERMS

NOW, THEREFORE, the Parties, in consideration of the mutual promises set forth in this MOU, agree as follows:

1. Incorporation of Recitals. The Recitals set forth above are true, correct, and incorporated into this Agreement.

2. Purpose of Memorandum of Understanding. The purpose of this MOU is to outline the parties' respective participation, responsibilities, and duties for the Shared Services program and Shared Services Agreement.

3. Term. This MOU shall commence on July 1, 2026 and expire on June 30, 2031, unless otherwise terminated as provided herein. The parties may extend the term of this Agreement by written amendment. The Assessor (or other authorized representative) for each County may approve such extended term for their respective County.

4. Administration.

a. This MOU shall be administered by the Vice-President of the CAA who shall be responsible for administering the Shared Services Agreement. The Vice-President may either directly perform administrative duties, or appoint a designee, or oversee the performance of such duties by a contracted management company engaged by the CAA. A subcommittee shall be established by the CAA to oversee any material decisions of the Vice President under the Shared Services Agreement. The subcommittee may also request information from or provide guidance or direction to the Vice President regarding the Shared Services Agreement or this MOU.

b. The parties recognize that the costs associated with this MOU are shared costs approximated according to current e-Forms and BPS volume as detailed in Attachment B.

5. Payment For Performance. The CAA President is authorized to execute the Shared Services Agreement and to extend or amend the same. The annual not to exceed amount under the Shared Services Agreement shall be approved by the CAA and notice provided to the other parties.

Nothing in this MOU shall limit or prohibit the ability of a County from receiving extra data support services that are beyond the scope of this MOU, through the Shared Systems Agreement or otherwise. If a County decides to pursue extra services outside of this MOU, such County shall be solely responsible for costs associated with the extra services as set forth in Section 6.

6. Participating Assessors' Share Of Costs. The respective share of the costs of services under this MOU to be paid by the Counties is as follows:

Ongoing/annual systems support and services costs: As provided for in Attachment B.

Each Assessor shall deposit his or her County's share of the first year's annual support costs of this MOU, in a project account to be established by the CAA, within thirty (30) days of

the effective date of this MOU. Disbursements from this account shall be made only with the approval of the Vice President, who shall return any remaining principal and any accrued interest in the account upon expiration or termination of the MOU, in excess of account fees, to the Participating Assessors' Counties in proportion to the amount each contributed.

The Vice President shall provide to the Participating Assessors, upon request, copies of all billings submitted by and all payments made to any provider of services under this MOU. Payment of any unquestioned bill or item from a bill shall be made within sixty (60) days of receipt by the Vice President.

7. Records Retention. Individual property owner or similar data (the "**assessor records**") shall be stored on-line for a term of seven (7) years, and each participant will provide notice to the Vice President in year six (6) to establish a single procedure with input from the Participating Assessors for the disposition of these records. This section shall survive the termination of this MOU.

8. Assessor Records.

Data collected pursuant to this MOU will not be shared between the parties except as authorized by the Revenue & Taxation Code; and each Assessor's data is to be maintained separate and distinct to the individual County of each Assessor as provided by applicable law, including, but not limited to, Revenue & Taxation Code sections 408, 451 and 481.

The Vice President shall require that any provider of services contemplated by this MOU shall agree that records, data, information, materials, and forms are the property of the Assessors at all times and to maintain the confidentiality of all Assessor and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this MOU. All such records and information shall be considered confidential and kept confidential by the provider(s) and its staff, agents and employees.

9. Withdrawal. Any party hereto may withdraw from this MOU by giving written notice by November 1st of each year to each of the other parties hereto. However, during the final year of this Agreement, and in the event a new contract with Vendor has not been executed before November 1, the deadline for withdrawal from this Agreement shall be extended to 30 days after the execution of the new contract with Vendor. The Vice-President shall notify Counties of the new withdrawal deadline and Vendor contract details.

The parties recognize that the obligations and debts under this MOU are part of a whole and they are incurred annually. In the event a party withdraws from this MOU, any obligations or debts incurred hereunder shall become immediately due and payable by the withdrawing party. The

withdrawing party shall not be entitled to a refund or credit for any sums paid under this MOU. As to the impact on the distribution of annual costs upon a party's withdrawal, the Participating Assessors may adjust or redistribute these costs as set forth in Attachment B.

A party who has withdrawn may request to be added to the MOU again by providing notice to the other parties to this Agreement; in such event, distribution of annual costs will be adjusted or redistributed as set forth in Attachment B. Notwithstanding the MOU term stated in Section 3 hereof, the addition or deletion of any party to this MOU shall not affect this MOU nor the intent to contract as described above with the other Parties to the MOU.

10. Indemnification.

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to Government Code Section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata, but instead the parties agree that each of the parties hereto shall fully indemnify and hold each of the other counties, their officers, board members, employees and agents, harmless from any third-party claim, expense or cost, damage or liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this MOU.

For any claim, expense, cost, damage or liability imposed for injury occurring by reason of the negligent acts or omissions of the Vice President, the parties agree that all losses and liabilities for such claim, expense, or damage shall be shared in the same proportion to each party's cost contribution as set forth in this MOU.

Should the legality of this MOU be challenged in any way, the parties shall share the costs of defense, litigation and any damages award in the same proportion as the same proportion to each party's cost contribution as set forth in Attachment B of this MOU.

11. Cooperation Of Parties. The parties recognize that it is essential to cooperate fully concerning the handling of data and information contemplated by this MOU. In connection with this MOU, the parties agree to provide any data, information, and documentation reasonably necessary to the performance of this MOU.

12. Modification. No alteration or variation of the terms of this MOU shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding unless authorized by the parties in writing.

13. Successors And Assigns. The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties.

14. Review For Legal Adequacy. Each party to this MOU acknowledges and agrees that this MOU has been reviewed by each party's respective legal counsel for legal adequacy.

15. Waiver. No waiver of the breach of any of the covenants, agreements, restrictions, or conditions of this MOU by either party shall be construed to be a waiver of any succeeding breach of the same or other covenants, agreements, restrictions, or conditions of this MOU. No delay or omission of either party in exercising any right, power or remedy herein provided in the event of default shall be construed as a waiver thereof, or acquiescence therein, or be construed as a waiver of a variation of any of the terms of this MOU.

16. Severability Provision. If any term or portion of this MOU is held to be invalid, illegal, void or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this MOU shall continue in full force and effect.

17. Signature In Counterparts. This MOU may be executed in counterparts by all parties. The MOU is effective as to any signatory party on execution and, for purposes of enforcement.

18. Notices. Any notice or other communication ("**Notice**") which any party may desire to give to the other party under this MOU must be in writing and may be given by any commercially acceptable means, including via first class certified mail, personal delivery, or overnight courier, to the party to whom the Notice is directed, at the address of the party as set forth below, or at any other address as that party may later designate by Notice. Any Notice shall be deemed received immediately if delivered by hand, on the third day from the date it is postmarked if delivered by first-class mail, certified and postage prepaid, return receipt requested, and on the next business day if sent via nationally recognized overnight courier.

19. Interpretation. The headings used herein are for reference only. The terms of the MOU are set out in the text under the headings. This MOU shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

20. Venue. This MOU is made in Sacramento County, California. The venue for any legal action in state court filed by any Party to this MOU for the purpose of interpreting or enforcing any provision of this MOU shall be in the Superior Court of California, County of Sacramento. The venue for any legal action in federal court filed by any Party to this MOU for the purpose of interpreting or enforcing any provision of this MOU lying within the jurisdiction of the federal courts shall be the Eastern District of California.

21. Third-Party Beneficiaries. Nothing contained in this MOU shall be construed to create any rights in third parties and the Parties do not intend to create such rights.

22. Entirety of Contract. This MOU constitutes the entire agreement between the Parties relating to the subject of this MOU and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

[*SIGNATURE PAGE FOLLOWS*]

ATTACHMENT A

SDR/e-SDR/eFORMS
TECHNICAL SERVICES AND SYSTEMS
MAINTENANCE SUPPORT
AGREEMENT

BETWEEN

THE CALIFORNIA ASSESSORS' ASSOCIATION

AND

Modern iConcepts Inc.
doing business as
MODERN eConcepts

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TECHNICAL SERVICES AND SYSTEMS MAINTENANCE SUPPORT AGREEMENT

This Technical Services/Systems and Maintenance Support Agreement ("Contract") is made and entered into as of the date fully executed by and between the California Assessors' Association, a nonprofit organization of the State of California ("Association"), and Modern iConcepts Inc., a California corporation, doing business as Modern eConcepts, 160 S Old Springs Road Suite 225, Anaheim Hills, CA 92808 ("Contractor") (Contractor and Association also referred to herein as "Party" or "Parties").

RECITALS

WHEREAS, Contractor desires to provide the Association with IT services, systems support and maintenance as detailed in Attachment A to this Contract ("Scope of Work"); and any written work orders or change orders approved by the Parties; and,

WHEREAS, in exchange for Contractor's services, Association agrees to pay Contractor, and Contractor agrees to bill Association according to the terms set forth in Attachment **B,** Invoice Instructions and Contractor's Pricing ("Contractor's Pricing") at the hourly rate set forth below;

THEREFORE, the Parties mutually agree as follows:

ARTICLES

1. **Incorporation of Recitals:** The recitals above are incorporated into this Contract by this reference. In the event of any conflict between the recitals and the operative provisions of this Contract or its attachments, the operative provisions of this Contract, followed by the provisions in the attachments shall control.

2. **Scope of Contract:** This Contract, which includes the Scope of Work, Contractor's Pricing, and Resources provided by Association, set forth at Attachments A, B and C, respectively, and attached hereto and incorporated herein, specifies the terms and conditions by which Contractor will provide IT services and custom software maintenance and development to Association. Contractor shall have no obligation to perform services, provide deliverables, incur expenses, or assume responsibilities outside the Scope of Work unless such services, deliverables, expenses, or responsibilities are authorized in a written amendment, work order, or change order signed or approved in writing by both Parties.

3. **Term of Agreement:** Contract term shall be July 1, 2026, through June 30, 2031, unless otherwise terminated as provided herein. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state and county budget approvals; receipt of funds from, and/or obligation of funds by, the State of California to Association member counties and from Association-member counties to Association; and inclusion of sufficient funding for the services hereunder in the budget approved by Association for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, Association may immediately terminate or modify the Contract at its sole option without penalty by providing written notice to Contractor. Association shall remain responsible for payment to Contractor for all services performed, work completed, and approved expenses incurred before termination due to lack of funds. Contractor shall have no obligation to continue performing services affected by unavailable funding after receipt of such written notice, unless the Parties agree in writing on revised scope, funding, and payment terms

4. **Compensation:** The maximum compensation under this Contract shall not exceed $1,076,000 for e-Forms and $1,616,000 for SDR/e-SDR for the entire 5-year term of the Contract. Furthermore, the compensation will

be broken out by fiscal year, where a fiscal year is defined as the period between July 1 through June 30, according to the following structure:

- For Fiscal Year 2026-2027, the e-Forms compensation will be $251,500 and the SDR/e-SDR compensation will be $383,000.
- For Fiscal Year 2027-2028, the e-Forms compensation will be $226,500 and the SDR/e-SDR compensation will be $343,000.
- For Fiscal Year 2028-2029, the e-Forms compensation will be $201,500 and the SDR/e-SDR compensation will be $303,000.
- For Fiscal Year 2029-2030, the e-Forms compensation will be $199,000 and the SDR/e-SDR compensation will be $297,000.
- For Fiscal Year 2030-2031, the e-Forms compensation will be $197,500 and the SDR/e-SDR compensation will be $290,000.
- Contractor will not bill Association for Contractor's vacation, holidays or training time. Contractor will not bill Association for any costs or expenses, including those associated with travel, labor or any other costs or expenses not associated with services under this Contract, except upon advance written approval by Association
- All compensation amounts stated in this Section are subject to the invoicing and payment procedures set forth in Attachment B. Contractor shall be entitled to payment for all authorized services performed, work completed, and approved expenses incurred in accordance with this Contract.
- Any services, deliverables, expenses, or commitments outside the Scope of Work or exceeding the applicable fiscal-year budget shall require prior written approval by Association through a written amendment, work order, or change order. Once approved, such amounts shall be payable in addition to the compensation stated in this Section, unless the written approval expressly states otherwise.

5. **Assignment and Sub-Contracting:** The Association shall appoint a Coordinating Assessor to act as liaison between the Association and Contractor during the term of this Contract. Coordinating Assessor may require the removal and replacement of Contractor's personnel upon notification in writing to Contractor. If so notified, Contractor shall remove and replace such personnel within 14 calendar days. Contractor's replacement of personnel is subject to Coordinating Assessor's approval. Contractor shall not be required to obtain Association's prior written approval for routine personnel task assignments or course-of-business changes to Contractor's project team, provided that Contractor remains responsible for the performance of the services required under this Contract. Contractor shall provide Association with reasonable notice of material changes to key personnel assigned to the services. No assignment, reassignment, replacement, or de-assignment of personnel shall relieve Contractor of its obligations under this Contract.

6. **Contract Administration:** The Coordinating Assessor shall act as Association's contract administrator and primary point of contact for day-to-day administration of this Contract. The Coordinating Assessor may provide direction, approvals, priorities, confirmations, invoice reviews and approvals, and administrative decisions necessary for Contractor's performance of the services, provided such actions are consistent with the approved Scope of Work, budget, and terms of this Contract. Only a written amendment signed by authorized representatives of both Parties may modify the material terms of this Contract, including the Contract term, compensation limits, indemnity obligations, insurance requirements, intellectual property ownership, or other legal terms. The Coordinating Assessor will provide overall coordination and guidance regarding the Scope of Work and will address policy issues with Contractor as necessary and appropriate.

7. **Conditions Affecting Work:** Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the Scope of Work and to know the general conditions that may affect such work or costs thereof. Regardless of Contractor's responsibilities in this regard, Contractor is responsible to perform the Scope of Work at the agreed upon rate and according to Contractor's pricing. Association assumes

no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by Association are expressly stated in the Contract

8. **Usage:** Association makes no guarantee to Contractor regarding the volume or frequency of services that may be requested under this Contract. Any usage figures, if provided, are estimates only and shall not create a minimum purchase obligation. Contractor shall provide services requested by Association only to the extent such services are within the approved Scope of Work, applicable fiscal-year budget, agreed compensation limits, support hours, staffing availability, and other terms of this Contract. Any requested services that exceed the Scope of Work, applicable budget, compensation limits, or agreed service assumptions shall be treated as out-of-scope work and shall require prior written approval through a written amendment, work order, or change order before Contractor is obligated to perform such services.

9. **Conflict of Interest:** Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of Association. This obligation shall apply to Contractor; Contractor's employees, agents, and relatives; sub-tier consultants; and third parties associated with accomplishing work and services hereunder. Contractor's efforts shall include, but are not limited to, establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of Association.

10. **Publication:** No copies of sketches, schedules, written documents, computer-based data, photographs, maps or graphs, including graphic artwork, resulting from the performance of the Scope of Work are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without prior written approval by Association, except as necessary for the performance of the Scope of Work. All press contacts, including graphic display information to be published in newspapers, magazines, etc., are to be administered only after Association approval.

11. **News/Information Release:** Contractor agrees it will not issue any news releases or make any contact with the media in connection with either the award of this Contract or Scope of Work performed. Contractor must first obtain review and approval of said news media contact from Coordinating Assessor. Any requests for interviews or information received by the media should be referred directly to Coordinating Assessor.

12. **Breach of Contract:** A material failure by either Party to comply with a material provision of this Contract shall constitute a breach of this Contract. The non-breaching Party shall provide written notice describing the alleged breach in reasonable detail and shall allow the breaching Party thirty (30) calendar days to cure the breach, unless a different cure period is expressly stated in this Contract.

    If the breach cannot reasonably be cured within thirty (30) calendar days, the breaching Party shall not be in default if it begins cure efforts within the thirty (30)-day period and diligently continues such efforts to completion.

    Association shall not withhold payment for undisputed services properly performed by Contractor that are not related to the breach. Any withholding or offset shall be limited to amounts directly related to the alleged breach and shall be supported by written documentation. Association shall timely pay all undisputed invoice amounts.

    Either Party may terminate this Contract for material breach only if the breaching Party fails to cure the breach within the applicable cure period. Immediate termination shall be permitted only for uncured material breach, fraud, intentional misconduct, unauthorized disclosure of confidential information, or other circumstances expressly allowing immediate termination under this Contract.

13. **Contract Disputes:** Parties shall deal with each other in good faith and attempt to resolve any disputes informally. If Association or Coordinating Assessor provide Contractor with notice of a dispute, Contractor

shall have 30 days to cure and failure to cure within that time period will be a material breach of this Contract. Notice of any unresolved disputes from the Contractor to Association shall be provided as follows:

i. Contractor shall submit to Coordinating Assessor a written demand for a final decision on how the dispute shall be resolved, unless Association, on its own initiative, has already rendered a final decision.

ii. Contractor's written demand shall be fully supported by factual information. If such demand involves a cost adjustment to the Contract, Contractor shall include with the demand a signed written statement indicating the demand is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately reflects the Contract adjustment for which Contractor believes Association is liable.

iii. Pending the final resolution of any dispute related to the performance of the Scope of Work, Contractor's Pricing or this Contract, Contractor will continue to perform under this Contract, including the performance of the Scope of Work. Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

iv. Any final decision of Association shall be expressly identified as such, shall be in writing and shall be signed by Coordinating Assessor or his/her designee. If Association fails to render a decision within 90 days after receipt of Contractor's demand, the Coordinating Assessor will be deemed to have rendered a final decision adverse to Contractor's demand. Association's final decision shall be conclusive and binding regarding the dispute unless Contractor commences action in a court of competent jurisdiction to contest such decision within 90 days following the date of Association's final decision or one year following the accrual of the cause of action, whichever is later.

14. **Orderly Termination:** Upon expiration or termination of this Contract, each Party shall return or, upon written request, destroy the other Party's confidential information, records, materials, and property in its possession or control, except to the extent retention is required by law, professional recordkeeping obligations, backup systems, insurance obligations, or internal compliance requirements.

    Contractor shall provide reasonable transition assistance as may be mutually agreed by the Parties in writing. Unless otherwise expressly stated in this Contract, any transition assistance, data export, knowledge transfer, system support, documentation, or other post-termination services requested by Association shall be billable at Contractor's then-applicable rates and subject to mutually agreed scope, schedule, access, and payment terms.

    Nothing in this Section shall require Contractor to transfer, assign, disclose, or surrender Contractor's pre-existing intellectual property, software tools, code libraries, templates, methodologies, processes, know-how, internal documentation, proprietary systems, or other materials not owned by Association under this Contract.

    Association shall remain responsible for payment of all services performed, approved expenses incurred, authorized work completed, and mutually agreed transition services provided through the effective date of termination or expiration and, if applicable, during any transition period.

15. **Contractor Bankruptcy/Insolvency:** If Contractor should be adjudged bankrupt or should have a general assignment for the benefit of its creditors or if a receiver should be appointed on account of Contractor's insolvency, Association may terminate this Contract immediately and without notice.

16. **Expenditure Limit:** Contractor shall notify Coordinating Assessor in writing when the expenditures against the Contract reach 75 percent of the annual dollar limit on the Contract. Association is not responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless the Association agrees in writing prior to Contractor incurring the expenditure.

17. **Notices:** Any and all notices, requests, demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct

hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate Party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

Association: Marin County Assessor
3501 Civic Center Drive, Suite 208
San Rafael, CA 94903-5220
Attn: Shelly Scott, Coordinating Assessor
Tel: 415 473 7215

Modoc County Assessor
204 South Court Street, Suite 106
Alturas, CA 96101
Attn: Kristen DePaul, President CAA
Tel: 530-233 6218

Contractor: Modern iConcepts
160 S Old Spring Road
Suite #225
Anaheim Hills, CA 92808
Attn: Napoleon Dogaru
Tel: 714-388-6276

18. **Governing Law and Venue:** This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in the county of the Coordinating Assessor and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another County or another State.

19. **Entire Contract; Amendments:** This Contract, including all attachments, exhibits, amendments, work orders, and change orders incorporated by written agreement of the Parties, constitutes the entire agreement between the Parties concerning the subject matter of this Contract and supersedes all prior or contemporaneous negotiations, discussions, proposals, representations, understandings, or agreements, whether written or oral, concerning such subject matter.

    No amendment, modification, supplement, waiver, exception, alternative, substitute, or revision to this Contract shall be valid or binding unless made in writing and signed or otherwise approved in writing by authorized representatives of both Parties.

    Written work orders, change orders, statements of work, or other written authorizations approved by authorized representatives of both Parties may modify or supplement the Scope of Work, schedule, deliverables, compensation, or approved expenses, but shall not modify legal terms of this Contract unless expressly stated and approved as a formal amendment.

    No electronic acceptance of third-party terms, click-through terms, installer terms, online terms, purchase order terms, invoice terms, or other supplemental terms shall modify this Contract or bind either Party unless expressly approved in a written amendment signed by authorized representatives of both Parties.

20. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax, if such taxes are applicable.

21. **Delivery:** Time of delivery of services is of the essence in this Contract. Contractor shall use commercially reasonable efforts to perform the services in accordance with agreed schedules, priorities, and timeframes established in this Contract, Attachment A, or any approved work order or change order.

    Association may consider, and in its sole discretion, grant equitable extensions for any delivery dates, milestones, response times, or completion timeframes to the extent delay is caused by Association, Association member counties, third-party vendors, cloud service providers, changes in scope, unavailable funding, delayed approvals, delayed testing or acceptance, incomplete or inaccurate information, force majeure events, or other circumstances outside Contractor's reasonable control.

    If Association believes any service or deliverable does not materially conform to the applicable Scope of Work or written acceptance criteria, Association shall notify Contractor in writing with reasonable detail. Contractor shall have a reasonable opportunity to review and, if necessary, correct the nonconformity. Association may not reject, cancel, or refuse payment for services or deliverables unless Contractor fails to correct a material nonconformity within a reasonable cure period after receiving written notice; provided however Association shall not be obligation to pay for services and/or deliverables that do not materially conform to the applicable Scope of Work or written acceptance criteria.

    Association shall remain responsible for payment for conforming services performed, accepted deliverables, undisputed invoice amounts, and authorized work completed under this Contract.

22. **Patent/Copyright Materials/Proprietary Infringement:** Contractor shall be responsible for obtaining rights necessary for materials created by Contractor and incorporated into deliverables provided to Association under this Contract, except to the extent such materials are provided by Association, or otherwise outside Contractor's reasonable control.

    Contractor warrants that, to Contractor's knowledge, deliverables created by Contractor under this Contract and used by Association in accordance with this Contract will not infringe any United States patent, copyright, trade secret, or other proprietary right of a third party.

    Contractor shall have no responsibility or liability for any infringement claim arising out of or related to: Association-provided materials, data, forms, specifications, source code, systems, software, or content; pre-existing SDR/e-SDR/eForms systems or code not created by Contractor under this Contract; third-party software, services, platforms, or cloud services; open-source software not introduced by Contractor in violation of this Contract; modifications or combinations not made by Contractor; or use of deliverables outside the scope authorized by this Contract.

    If a deliverable created by Contractor becomes, or in Contractor's reasonable opinion is likely to become, the subject of an infringement claim, Contractor may, at its option and expense, use commercially reasonable efforts to: obtain for Association the right to continue using the affected deliverable; modify the deliverable so it is non-infringing; replace the deliverable with a substantially similar non-infringing deliverable; or discontinue the affected deliverable or service if the foregoing options are not commercially reasonable. If either of the last two options listed in the preceding sentence are to be used, Contractor shall act in consultation with Association, and Association shall have final approval rights over the option selected as a solution.

    Contractor's indemnification obligations for infringement claims shall be limited to the extent expressly provided in the Indemnification section of this Contract and shall be subject to any applicable limitations of liability.

23. **Non-Discrimination:** Contractor agrees it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of Anti-Discrimination Law or regulation.

24. **Termination:** Association may terminate this Contract for convenience upon thirty (30) calendar days' prior written notice to Contractor.

    Either Party may terminate this Contract for cause if the other Party materially breaches this Contract and fails to cure such material breach within the applicable cure period after receiving written notice describing the breach in reasonable detail. For purposes of this Section, cause shall include a material uncured breach, fraud, intentional misrepresentation, or willful misconduct by the other Party in connection with this Contract.

    Termination of this Contract shall not relieve either Party of obligations that accrued before the effective date of termination. Association shall remain responsible for payment to Contractor for all authorized services performed, work completed, approved expenses incurred, non-cancelable commitments reasonably made with Association approval, and any mutually agreed transition services performed through the effective date of termination.

    Upon receipt or issuance of a termination notice, Contractor shall use commercially reasonable efforts to wind down affected services in an orderly manner and avoid unnecessary additional costs, subject to Association's continued payment of undisputed amounts due under this Contract.

    Contractor shall not be required to perform additional services after the effective date of termination unless the Parties agree in writing on the scope, schedule, access, and payment terms for such services.

25. **Consent to Breach Is Not a Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

26. **Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either Party to any other remedies provided by law.

27. **Independent Contractor:** Contractor shall be considered an independent Contractor and neither Contractor, its employees, nor anyone working for Contractor under this Contract shall be considered an agent or an employee of Association. Neither Contractor, employees, nor anyone working for Contractor under this Contract shall qualify for workers' compensation or other fringe benefits of any kind through Association.

28. **Performance:** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to Association's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of Association required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.

29. **Insurance Provisions:** Prior to the provisions of services under this Contract, Contractor agrees to purchase all required insurance at Contractor's expense and to deposit with Association Certificates of Insurance, including all endorsements required herein, necessary to satisfy Association that the insurance provisions of this Contract have been complied with and to keep such insurance coverage and the certificates therefore on deposit with Association during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

    All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, this fact shall be indicated on the Certificate of Insurance with a "0" by the

appropriate line of coverage. Any self-insured retention (SIR) or deductible in an amount in excess of $25,000 ($5,000 for automobile liability), shall specifically be approved by Association.

Contractor must maintain insurance for the entire term of this Contract. If Contractor's insurance policy expires during the term of the Contract, Contractor shall notify Association of its plans for renewal of the policy and will provide Association with proof of renewal as soon as available. If Contractor fails to maintain insurance acceptable to Association for the full term of this Contract, Association may terminate this Contract immediately without notice.

Qualified Insurer: Minimum insurance company ratings as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or **ambest.com** shall be A-(Secure A.M. Best's Rating) and VIII (Financial Size Category).

The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier). If the carrier is a non- admitted carrier in the state of California and does not meet or exceed an A.M. Best rating of A-/VIII, the California Assessor's Association retains the right to approve or reject carrier after a review of the company's performance and financial ratings. If the non-admitted carrier meets or exceeds the minimum A.M. Best's Rating of A-/VIII, the agency can accept the insurance.

This policy or policies of insurance maintained by Contractor shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability	$1,000,000 per occurrence $2,000,000 aggregate
Professional Liability	$1,000,000 per occurrence $2,000,000 aggregate
Cyber Insurance	$2,000,000 per occurrence
Automobile Liability including coverage for owned, non-owned and hired vehicles	$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	$1,000,000 per occurrence

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

1) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the California Assessors' Association, its elected and appointed officials, officers, employees, agents as Additional Insureds.

2) A primary non-contributing endorsement evidencing that Contractor's insurance is primary and any insurance or self-insurance maintained by the California Assessors' Association shall be excess and non-contributing.

All insurance policies required by this Contract shall waive all rights of subrogation against the California Assessors' Association, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the California Assessors' Association.

All insurance policies required by this Contract shall give the California Assessors' Association 30 days' notice in the event of cancellation and 10 days for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance.

If Contractor's Professional Liability policy is a "claims made" policy, Contractor shall agree to maintain professional liability coverage for two years following completion of contract.

The Commercial General Liability policy shall contain a severability of interest clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If Contractor fails to provide the insurance certificates and endorsements within seven days of notification by Coordinating Assessor, award may be made to the next qualified vendor.

Association expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by the Coordinating Assessor as appropriate to adequately protect Association.

Association shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable certificates of insurance and endorsements with Association incorporating such changes within thirty days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and Association shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

30. **Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release.

31. **Changes:** Contractor shall make no changes to the Scope of Work without Association's written approval.

32. **Force Majeure:** Contractor shall not be responsible for nonperformance or delay in performance caused by any act of God, war, civil disorder, employment strike or other cause beyond Contractor's reasonable control, provided Contractor gives written notice of the cause of the delay to Association within 36 hours of the start of the delay and Contractor attempts to continue the work to the extent possible.

33. **Confidentiality:** Contractor agrees to maintain the confidentiality of all Association and Association-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.

34. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations, including, but not limited to those issued by Association in its governmental

capacity and all other laws applicable to the services at the time services are provided to and accepted by Association. Contractor acknowledges that Association is relying on Contractor to ensure such compliance.

35. **Pricing:** Contractor's pricing includes compensation for the services expressly included in the approved Scope of Work, subject to the applicable fiscal-year budget, compensation limits, assumptions, exclusions, and other terms of this Contract.

    Unless expressly included in the Scope of Work, Contractor's pricing does not include out-of-scope work, change requests, new or expanded deliverables, excessive regulatory or form changes, accessibility remediation, third-party platform changes, Microsoft Azure or other vendor changes, emergency work outside the approved Scope of Work, additional county-specific requests, pass-through expenses, non-cancelable commitments, or other services or costs not expressly included in this Contract.

    Any additional services, expenses, or costs shall require prior written approval through an amendment, work order, change order, or other written authorization by Association and shall be payable in accordance with the approved authorization and this Contract.

36. **Terms and Conditions:** Contractor acknowledges that it has read, understands and agrees to all terms and conditions included in this Contract.

37. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.

38. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

39. **Calendar Days:** The words "day" or "days" shall mean a calendar day or days rather than a 24-hour period, unless otherwise expressly provided.

40. **Attorney's Fees:** Except for any disputes arising out of paragraph 23 above, the Parties agree to bear their own attorney's fees, costs and expenses arising out of any dispute, action or proceeding to enforce or interpret any provision of this Contract.

41. **Interpretation:** This Contract has been negotiated at arm's length between Parties sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party has been represented by experienced and knowledgeable independent legal counsel of their own choosing, or has declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that they have not been influenced to execute this Contract by the other Party or by any person representing that Party, or both. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the drafter is not applicable and is waived. This Contract shall be interpreted in a manner to effect the purpose of the Parties and Contract.

42. **Authority:** Each Party represents and warrants they are duly authorized to enter this Contract, and further warrants that the below signatories are authorized to enter a legally binding obligation for or on behalf of the Party.

43. **Employee Eligibility Verification:** Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and

Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by the law.

44. **Indemnification:** Contractor agrees to indemnify, defend and hold harmless Association, its elected and appointed officials, officers, employees, agents harmless from any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies, including interest penalties, attorneys' fees and costs, including but not limited to personal injury or property damage, arising from or related to Contractor's performance of the Scope of Work or this Contract. Contractor's obligation to defend includes Association's right to choose its own attorneys. If a court of competent jurisdiction adjudges Association liable due to Association's active negligence, Contractor and Association agree that liability and any damages payable will be apportioned among the Parties accordingly. Neither Party shall request a jury apportionment.

45. **Ownership of Documents:** Association shall own Association data, Association-provided materials, and final deliverables specifically created by Contractor for Association under this Contract and paid for by Association, excluding Contractor Background Technology.

    "Contractor Background Technology" means all software, source code, object code, tools, templates, scripts, utilities, libraries, frameworks, methodologies, processes, workflows, algorithms, know-how, technical information, designs, inventions, and other intellectual property that Contractor owned, developed, licensed, or used before this Contract, or that Contractor develops independently of this Contract without use of Association confidential information.

    Contractor shall retain all right, title, and interest in and to "Contractor Background Technology", including any improvements, enhancements, modifications, or derivative works of "Contractor Background Technology", even if used, adapted, or incorporated in connection with the services or deliverables.

    To the extent Contractor Background Technology is incorporated into a deliverable paid for by Association, Contractor grants Association a non-exclusive, non-transferable, non-sublicensable, royalty-free license to use such Contractor Background Technology solely as incorporated in the deliverable and solely for Association's internal business purposes related to the SDR/e-SDR/eForms systems.

    Nothing in this Contract shall transfer ownership of Contractor Background Technology, Contractor tools, reusable code, general skills, experience, know-how, or materials not specifically created for Association as a paid deliverable under this Contract.

    Outside of Contractor Background Technology, Contractor deliverables are "works-for-hire" and belong to Association. Contractor shall not use Association-owned deliverables, Association data, or Association confidential information for purposes unrelated to this Contract without Association's prior written approval, except as otherwise permitted by this Contract.

46. **Contractor's Records:** Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by Contractor in accordance with generally accepted accounting principles. Accounts, records, books, and data will be subject to inspection at Association's request. Coordinating Assessor shall store these records for a period of three years after final payment is received from Association.

47. **Counterparts:** This Contract may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

SIGNATURE PAGE

In WITNESS WHEREOF, the parties hereto have executed this Amendment on the dates opposite their respective signatures below:

California Assessors' Association

Date: 6-29-26 By: Shelly Scott

Shelly Scott, **Coordinating Assessor**

Date: 6-30-2026

Napoleon Dogaru, President, d/b/a
Modern iConcepts Inc.

ATTACHMENTS

ATTACHMENT A: SCOPE OF WORK

I. OVERVIEW

A. Background Information:

Contractor shall assist the California Assessor's Association by providing IT professional services, custom software development, project tracking, and project management for the CAA Shared Services application suites known as SDR/e-SDR/BPSV and e-Forms.

The Parties acknowledge that in 2024, the United States Department of Justice (DOJ) issued a rule requiring local governments to comply with Web Content Accessibility Guidelines (WCAG) 2.1 Level AA. As of the execution of this Agreement, the deadline for compliance with the DOJ's rule as applicable to the Association is April 26, 2027. The Parties agree that any initial remediation, upgrade, and/or other work (Remediation Work) necessary to bring Association's systems into compliance with the DOJ rule are outside of the scope of this Agreement. Therefore, the Parties may enter into a separate agreement, or an amendment to this Agreement, for such Remediation Work. If the Parties pursue the Remediation Work, then following completion of the Remediation Work, Contractor shall ensure that all software, website, communications, and work product affected by the Remediation Work complies with the DOJ rule and WCAG 2.1 Level AA. Since ADA laws, rules, and regulations may be updated from time to time, Contractor shall further be responsible for conducting related ongoing work to maintain Association's Systems in compliance with all the applicable laws and requirements.

II. CONTRACTOR RESPONSIBILITIES

A. Taxpayers Help Desk Support:

The contractor will provide limited taxpayers help desk support by email and phone for both SDR/e-SDR and e-Forms CAA Shared Services. This support is constricted and limited by the fiscal year budget assigned.

1 SDR CAA Shared Service (SDR/e-SDR) Taxpayers Help Desk Support with/for:
   a. Online filing process for supported forms and schedules
   b. Online filing process issues troubleshooting and resolution
   c. SDR bulk fillers upload process
   d. SDR bulk fillers SDR Schema Q&A and support
   e. Taxpayer's online services as user activation, password resets and other users administrative related functions.
   f. Taxpayer's inquiries delegation and routing to the appropriate county contact person.
   g. Taxpayer's data scanning and troubleshooting of data related issues.
   h. Taxpayers change requests on approved by county data issues.
   i. Off Filing Season Help Desk Support Hours _
      i. Phone: M-F 9AM-9PM, Sa-Sun: Critical and urgent items only
      ii. Email: M-Sun 8AM-12AM, Sa-Sun: Critical and urgent items only
   j. During Filing Season Help Desk Support Hours
      i. Phone: M-F 8AM-11PM, Sa-Sun: 1PM-3PM
      ii. Email: M-F 8AM-12AM, Sa-Sun: 12PM-6PM
   k. All phone and email inquiries response are based on staff availability
   l. All phone and email inquiries are replied with a status within 24 hours

2 E-Forms CAA Shared Service Taxpayers Help Desk Support with/for:
   a. Online form downloads process and navigation
   b. Online form downloads process issues troubleshooting and resolution

c. Taxpayer's data scanning, troubleshooting and resolution of data related issues.
d. Taxpayer's inquiries delegation and routing to the appropriate county contact person.
e. Annual Help Desk Support Hours
    i. Phone: M-F 10AM-10PM, Sa-Sun: 1PM-3PM
    ii. Email: M-F 8AM-12AM, Sa-Sun: 12PM-6PM
f. All phone and email inquiries response are based on staff availability
g. All phone and email inquiries are replied with a status within 24 hours.

B. County Users Help Desk Support:

The contractor will provide limited county users help desk support by email and phone for both SDR/e-SDR and e-Forms CAA Shared Services. This support is constricted and limited by the fiscal year budget assigned.

1. SDR CAA Shared Service (SDR/e-SDR/BPSV) County Users Help Desk Support with/for:
    a. Taxpayer Portal Online filing process for supported forms and schedules
    b. Taxpayer Portal Online filing process issues troubleshooting and resolution
    c. Taxpayer Portal SDR bulk fillers upload process
    d. County user's online services as user activation, password resets and other users administrative related functions.
    e. County Portal and Taxpayer Online features support, Q&A and training
    f. Data scanning, troubleshooting and resolution of data related issues.
    g. County change requests on data issues.
    h. Users Training and Demos
    i. Off Filing Season Help Desk Support Hours
        i. Phone: M-F 9AM-9PM, Sa-Sun: Critical and urgent items only
        ii. Email: M-Sun 8AM-12AM, Sa-Sun: Critical and urgent items only
    j. During Filing Season Help Desk Support Hours _
        i. Phone: M-F 8AM-11PM, Sa-Sun: 1PM-3PM
        ii. Email: M-F 8AM-12AM, Sa-Sun: 12PM-6PM
    k. All phone and email inquiries response are based on staff availability
    1. All phone and email inquiries are replied with a status within 24 hours

2. E-Forms CAA Shared Service County Users Help Desk Support with/for:
    a. Online form downloads process and navigation
    b. Online form downloads process issues troubleshooting and resolution
    c. County Portal and Taxpayer Online features support, Q&A and training
    d. Data scanning, troubleshooting and resolution of data related issues.
    e. County change requests on data issues.
    f. Annual Help Desk Support Hours
        i. Phone: M-F 10AM-10PM, Sa-Sun: 1PM-3PM
        ii. Email: M-F 8AM-12AM, Sa-Sun: 12PM-6PM
    g. All phone and email inquiries response are based on staff availability
    h. All phone and email inquiries are replied with a status within 24 hours

C. System Infrastructure Support:

The contractor will provide limited system infrastructure support services related for both SDR and e-Forms CAA Shared Service. This support is constricted and limited by the fiscal year budget assigned. The infrastructure is defined as the platform where both SDR and e-Forms are operating, this includes production, testing and development environments. Those services include the following:

1. Microsoft Azure Services daily monitoring of SDR and e-Forms production and test environments.

2. Microsoft Azure Services configuration adjustments and management.
3. Microsoft Azure Services configuration updates and upgrades.
4. Microsoft Azure Services issues troubleshooting and resolutions in collaboration with Microsoft Azure support services.
5. Microsoft Azure Services daily operations tasks need for SDR and e-Forms to operate.
6. SDR and e-Forms Applications deployments to production and test environments
7. Maintenance of production, test and development environments.
8. Development environment and required services setup.
9. Development workstations and required tools setup.
10. Development environment issues troubleshooting and resolutions.
11. Development environment updates and upgrades.

D. Applications Operations Support:

The contractor will provide limited application operations support services related for both SDR/e-SDR and e-Forms CAA Shared Service related software applications. This support is constricted and limited by the fiscal year budget assigned. Those services include the following:

1. Daily tasks needed by both SDR and e-Forms to operate:
   a. Execute batches processes required by both SDR and e-Forms systems
   b. Execute backups
   c. Execute needed configurations adjustments to Microsoft Azure services
   d. Email and phone calls taxpayers support tickets triaging
   e. Email and phone calls county users support tickets triaging
   f. Project management tasks

2. Annual operation tasks needed by both SDR and e-Forms to operate:
   a. BOE forms templates adjustments and updates
   b. SDR annual Equipment Category and Depreciation Factors updates
   c. SDR New filling season setup and deployment
   d. e-Forms new lien year setup and deployment
   e. Adjustments and enhancements triaging for the new filing season
   f. SSL/TLS Certifications renewals and Domain renewals
   g. Projects FY planning and budgeting

3. Ad Hoc required tasks needed by both SDR and e-Forms to operate:
   a. Execute and verify counties data change requests
   b. Execute and verify taxpayers' data change requests
   c. Data Recovery when needed
   d. Urgent tasks needed to be executed to ensure no interruption of operations
   e. County users' announcements

4. Application Deployment and Release management.
   a. Deployment and Release announcements

E. Applications Maintenance Support:

The contractor will provide limited application maintenance support services related for both SDR/e-SDR and e-Forms CAA Shared Service related software applications changes and updates. This support is constricted and limited by the fiscal year budget assigned. Those services include the following:

1. Software Defects related tasks needed by both SDR and e-Forms:

a. Defects Analysis and Reproductions
b. Defects Development
c. Defects Tracking
d. Defects Testing

2. Software Enhancements related tasks needed by both SDR and e-Forms:
   a. Enhancements Analysis
   b. Enhancements Requirements
   c. Enhancements Development
   d. Enhancements Tracking
   e. Enhancements Testing

3. Application Data related tasks needed by both SDR and e-Forms:
   a. Database Performance and Tuning
   b. Database Migrations
   c. Database Testing

4. Application User Acceptance Testing
   a. UAT Planning
   b. UAT Efforts
   c. UAT Defects tracking

F. Project Management:

Contractor shall assist with technical project supervision and management on software projects for which Association decides Contractor has sufficient expertise. **The** contractor will provide project management services related for both SDR/e-SDR and e-Forms CAA Shared Service related software applications. This support is constricted and limited by the fiscal year budget assigned. Those services include the following:

1. Project Planning.
2. Timelines Planning
3. Effort Triaging and Tracking
4. Effort and Cost Tracking
5. Release Reports
6. CAA required Reports
7. Project Meetings
8. Project Documentation
9. Client Coordination
10. Project Administration

G. Projects Expense Management:

The contractor will provide project expenses management for both SDR/e-SDR and e-Forms CAA Shared Service related software applications. This support is constricted and limited by the fiscal year budget assigned. Those services include the following:

1. Applications related expenses tracking
2. Applications related expenses invoicing services

H. Out of Scope Work:

The contractor will identify any work that is considered out of scope and provide a detailed estimate to coordinating assessor and CAA for approval prior of any effort consumed. The estimate will contain a total estimated labor hours at the rate schedule listed below and a total estimated pass-through expense, such as equipment, software, services and any other reasonable costs required to complete the out of scope work order. Once the work is approved and signed off by coordinating assessor or CAA, the contractor will start the work order. Within 25% of the initial estimated cost consumed the contractor can provide one final cost adjustment in the event new items are identified to increase the overall cost for the given work order. The contactor will wait for approval of the cost adjustment before continuing with work order effort. In case the adjustment is denied then contractor will bill only for the work completed up to the cost adjustment.

Staff Title	2026-27 FY $/Hour	2027-28 FY $/Hour	2028-29 FY $/Hour	2030-31 FY $/Hour	2031-32 FY $/Hour
Application Tester	$125	$130	$135	$140	$145
Analyst	$125	$130	$135	$140	$145
Level 1 Help Desk	$125	$130	$135	$140	$145
Sr. Business Analyst	$150	$155	$160	$165	$170
Sr. Project Manager	$150	$155	$160	$165	$170
Sr. Developer	$175	$180	$185	$190	$195
Sr. DBA	$175	$180	$185	$190	$195
Sr. System Engineer	$175	$180	$185	$190	$195
Special Skill	Market	Market	Market	Market	Market

Examples for Out of Scope work can be the following:

1. SDR forms (571L/LA/F/A/R) excessive changes by state regulation that the effort required to implement them exceeds the SDR assigned fiscal year effort for such work.

2. SDR support for more forms and schedules i.e. business, vessel and airplane property.

3. SDR Applications/Batches new features and functionalities requested by counties and taxpayers that the implementation effort exceeds the SDR assigned fiscal year effort for such work.

4. e-Forms (111 forms) excessive changes by state regulation or CAA that the effort required to implement them exceeds the e-Forms assigned fiscal year effort for such work.

5. e-Forms Applications/Batches new features and functionalities requested by counties and taxpayers that the implementation effort exceeds the e-Forms assigned fiscal year effort for such work.

6. Infrastructure changes and updates in Microsoft Azure Services that will result in excessive effort required to comply and support those changes and updates, exceeding the assigned fiscal year budget for such work.

7. SDR/e-SDR/BPSV and e-Forms projects changes and procedures demanded by CAA that will result in excessive effort required to comply and support, exceeding the assigned fiscal year budget for such work.

ATTACHMENT B: INVOICE INSTRUCTIONS AND CONTRACTOR'S PRICING

INVOICING AND PAYMENT

Contractor shall submit invoices monthly in arrears in acceptable detail and format that includes services performed, number of hours expended and amount being invoiced as may be requested by Coordinating Assessor.

Invoices must reference this Contract and must clearly specify the services performed.

Contractor shall submit two invoices to the Coordinating Assessor. Each invoice shall have a unique number and will include the following information:

Invoice Format

A. Name and Address of Contractor;

B. Name of Association;

C. Address of Association;

D. Contract Number/Price Contract Number

E. Contractor's Federal **I.D.** Number;

F. Date of Service;

G. Service Description (material and labor);

H. Billable Hours;

I. Hourly Rate and an Extended Dollar Amount

Contractor shall endeavor to format invoices so that Association may easily match invoice charges against the pricing in this Contract.

Responsibility for providing an acceptable invoice rests with Contractor.

Payment will be thirty days after receipt of an invoice in a format acceptable to Association. Responsibility for providing an acceptable invoice rests with Contractor.

Invoices submitted prior to completion of work that do not state all of the required information may be returned to Contractor for corrective action.

Each invoice shall be reviewed, verified and approved by Coordinating Assessor prior to payment to ensure that the billing is consistent with the compensation provisions of this Contract. Association will pay Contractor within the normal processing schedule of Association's accounts payable section or sooner.

Contractor shall send invoices to:

Marin County Assessor
Attn: Shelly Scott, Coordinating Assessor
3501 Civic Center Drive, Suite 208
San Rafael, CA 94903-5220

ATTACHMENT C: ASSOCIATION SUPPLIED ITEMS AND RESOURCES

Association shall supply Contractor with the following:

1. Source code and licenses necessary for the maintenance and development of shared services project.

ATTACHMENT B

Existing Contract 2 yrs - 2024-2026	Option 2: Contract 5 yrs - 2026-2031					
CAA Shared Services - e-SDR/BPSV	**FY 2026-27**	**FY 2027-28**	**FY 2028-29**	**FY 2029-30**	**FY 2030-31**	**Total 5 FY**
e-SDR/BPSV Support and Operations - Modern iConcepts labor: approximate 1300-1365 labor hours - with 65% e-SDR and 35% SDR split (BPSV split across both)	$ 250,000	$ 225,000	$ 200,000	$ 195,000	$ 190,000	$ 1,060,000
Microsoft Data Centers Azure Services - CAA Shared Services pass-through estimated expenses	$ 17,500	$ 17,500	$ 17,500	$ 19,000	$ 20,000	$ 91,500
Other Hosting Related Expenses - CAA Shared Services pass-through estimated expenses	$ 1,500	$ 1,500	$ 1,500	$ 2,000	$ 2,500	$ 9,000
5 years renewal Options at market cost - Discount	$ (20,000)	$ (20,000)	$ (20,000)	$ (20,000)	$ (20,000)	$ (100,000)
Total e-SDR/BPSV Est. Cost Support and Operations	***$ 249,000***	***$ 224,000***	***$ 199,000***	***$ 196,000***	***$ 192,500***	***$ 1,060,500***
Total MiC e-SDR/BPSV Est. Cost 1300-1365 Labor Hours	***$ 230,000***	***$ 205,000***	***$ 180,000***	***$ 175,000***	***$ 170,000***	***$ 960,000***
Total MiC e-SDR/BPSV pass-through Est. Expenses	***$ 19,000***	***$ 19,000***	***$ 19,000***	***$ 21,000***	***$ 22,500***	***$ 100,500***

CAA Shared Services - SDR/BPSV	**FY 2026-27**	**FY 2027-28**	**FY 2028-29**	**FY 2029-30**	**FY 2030-31**	**Total 5 FY**
SDR/BPSV Support and Operations - Modern iConcepts labor: approximate 700-735 labor hours - with 65% e-SDR and 35% SDR split (BPSV split across both)	$ 130,000	$ 115,000	$ 100,000	$ 95,000	$ 90,000	$ 530,000
Microsoft Data Centers Azure Services - CAA Shared Services pass-through estimated expenses	$ 17,500	$ 17,500	$ 17,500	$ 19,000	$ 20,000	$ 91,500
Other Hosting Related Expenses - CAA Shared Services pass-through estimated expenses	$ 1,500	$ 1,500	$ 1,500	$ 2,000	$ 2,500	$ 9,000
5 years renewal Options at market cost - Discount	$ (15,000)	$ (15,000)	$ (15,000)	$ (15,000)	$ (15,000)	$ (75,000)
Total SDR/BPSV Est. Cost Support and Operations	***$ 134,000***	***$ 119,000***	***$ 104,000***	***$ 101,000***	***$ 97,500***	***$ 555,500***
Total MiC SDR/BPSV Est. Cost 700-735 Labor Hours	***$ 115,000***	***$ 100,000***	***$ 85,000***	***$ 80,000***	***$ 75,000***	***$ 455,000***
Total MiC SDR/BPSV pass-through Est. Expenses	***$ 19,000***	***$ 19,000***	***$ 19,000***	***$ 21,000***	***$ 22,500***	***$ 100,500***

CAA Shared Services - e-Forms	**FY 2026-27**	**FY 2027-28**	**FY 2028-29**	**FY 2029-30**	**FY 2030-31**	**Total 5 FY**
e-Forms Support and Operations - Modern iConcepts labor: approximate 1300-1400 labor hours	$ 250,000	$ 225,000	$ 200,000	$ 195,000	$ 190,000	$ 1,060,000
Microsoft Data Centers Azure Services - CAA Shared Services pass-through estimated expense	$ 15,000	$ 15,000	$ 15,000	$ 17,000	$ 20,000	$ 82,000
Other Hosting Related Expenses - CAA Shared Services pass-through estimated expense	$ 1,500	$ 1,500	$ 1,500	$ 2,000	$ 2,500	$ 9,000
5 years renewal Options at market cost - Discount	$ (15,000)	$ (15,000)	$ (15,000)	$ (15,000)	$ (15,000)	$ (75,000)
Total e-Forms Est. Cost Support and Operations	***$ 251,500***	***$ 226,500***	***$ 201,500***	***$ 199,000***	***$ 197,500***	***$ 1,076,000***
Total MiC e-Forms Est. Cost 1300-1400 Labor Hours	***$ 235,000***	***$ 210,000***	***$ 185,000***	***$ 180,000***	***$ 175,000***	***$ 985,000***
Total MiC e-Forms pass-through Est. Expenses	***$ 16,500***	***$ 16,500***	***$ 16,500***	***$ 19,000***	***$ 22,500***	***$ 91,000***

CAA Shared Services - e-SDR/SDR/BPSV and e-Forms Support and Operations	***FY 2026-27***	***FY 2027-28***	***FY 2028-29***	***FY 2029-30***	***FY 2030-31***	***Total 5 FY***
e-SDR/SDR/BPSV and e-Forms Support and Operations - Modern iConcepts labor: approximate 3300-3500 labor hours	***$ 630,000***	***$ 565,000***	***$ 500,000***	***$ 485,000***	***$ 470,000***	***$ 2,650,000***
Microsoft Data Centers Azure Services - CAA Shared Services pass-through estimated expenses	***$ 50,000***	***$ 50,000***	***$ 50,000***	***$ 55,000***	***$ 60,000***	***$ 265,000***
Other Hosting Related Expenses - CAA Shared Services pass-through estimated expenses	***$ 4,500***	***$ 4,500***	***$ 4,500***	***$ 6,000***	***$ 7,500***	***$ 27,000***

5 years Renewal Options at market cost - Discount	*$ (50,000)*	*$ (50,000)*	*$ (50,000)*	*$ (50,000)*	*$ (50,000)*	*$ (250,000)*
Total e-SDR/SDR/BPSV and e-Forms Est. Cost Support and Operations	***$ 634,500***	***$ 569,500***	***$ 504,500***	***$ 496,000***	***$ 487,500***	***$ 2,692,000***
Total MiC Support and Operations Est. Cost	*$ 580,000*	*$ 515,000*	*$ 450,000*	*$ 435,000*	*$ 420,000*	*$ 2,400,000*
Total MiC CAA pass-through Est. Expenses	*$ 54,500*	*$ 54,500*	*$ 54,500*	*$ 61,000*	*$ 67,500*	*$ 292,000*
Total MiC Support an Operations Est. Labor Hours	*3,300-3,500*	*3,300-3,500*	*3,300-3,500*	*3,300-3,500*	*3,300-3,500*	*16,500-17,500*
Total MiC Support and Operations Est. Labor Rate per hour	*$166 to $176*	*$148 to $157*	*$129 to $137*	*$125 to $132*	*$120 to $128*	*$138 to $146*
MiC Support and Operations Est. Discounts	*$ (50,000)*	*$ (115,000)*	*$ (180,000)*	*$ (195,000)*	*$ (210,000)*	*$ (750,000.00)*
MiC Support and Operations Est. Discounts %	*0%*	*-18%*	*-29%*	*-31%*	*-33%*	*-22%*
CPI Related Discounts % (annual 3.5%)	*0%*	*-3%*	*-7%*	*-11%*	*-15%*	*-7%*
Total Shared Service Discounts (includes CPI %)	*0%*	*-22%*	*-36%*	*-42%*	*-48%*	*-29%*
MiC Support and Operations Est. per FY increase % over present contract	51%	36%	20%	18%	16%	28%

		New Contract 2026-31 (5 yrs)		
	Totals	20	34	49
		2026-27 FY Operations		
Code	County	2027 Filing Year e-SDR	2027 Filing Year SDR3	2027 e-Forms4
1	Alameda	Yes	Yes	Yes
2	Alpine	No	No	No
3	Amador	Yes	Yes	Yes
4	Butte	No	No	Yes
5	Calaveras	Yes	Yes	Yes
6	Colusa	No	No	Yes
7	Contra Costa	Yes	Yes	Yes
8	Del Norte	No	Yes	Yes
9	El Dorado	No	Yes	Yes
10	Fresno	Yes	Yes	Yes
11	Glenn	No	No	Yes
12	Humboldt	No	No	No
13	Imperial	Yes	Yes	Yes
14	Inyo	No	No	Yes
15	Kern	Yes	Yes	Yes
16	Kings	No	No	Yes
17	Lake	No	No	Yes
18	Lassen	No	No	Yes
19	Los Angeles	No	Yes	No
20	Madera	No	No	Yes
21	Marin	Yes	Yes	Yes
22	Mariposa	No	No	Yes
23	Mendocino	Yes	Yes	Yes
24	Merced	No	Yes	Yes
25	Modoc	Yes	Yes	Yes
26	Mono	No	No	Yes
27	Monterey	No	Yes	Yes
28	Napa	No	No	No
29	Nevada	No	No	Yes
30	Orange	Yes	Yes	Yes
31	Placer	No	No	Yes
32	Plumas	No	No	Yes
33	Riverside	No	Yes	Yes
34	Sacramento	Yes	Yes	Yes
35	San Benito	No	No	No
36	San Bernardino	Yes	Yes	Yes
37	San Diego	No	Yes	No
38	San Francisco	No	Yes	Yes
39	San Joaquin	No	Yes	Yes
40	San Luis Obispo	Yes	Yes	Yes

41	San Mateo	Yes	Yes	Yes
42	Santa Barbara	No	No	Yes
43	Santa Clara	No	Yes	Yes
44	Santa Cruz	No	No	No
45	Shasta	No	Yes	Yes
46	Sierra	No	No	No
47	Siskiyou	No	No	No
48	Solano	Yes	Yes	Yes
49	Sonoma	No	Yes	Yes
50	Stanislaus	No	Yes	Yes
51	Sutter	No	No	Yes
52	Tehama	Yes	Yes	Yes
53	Trinity	No	No	Yes
54	Tulare	Yes	Yes	Yes
55	Tuolumne	Yes	Yes	Yes
56	Ventura	Yes	Yes	Yes
57	Yolo	No	Yes	Yes
58	Yuba	No	No	Yes
	Totals	20	34	49

APPENDIX D: SDR/E-SDR DETAILED STATISTICS FOR 2025 SEASON

#	County Code	Year	County	SDR Participate	e-SDR Participate	SDR Submitted	e_SDR Submitted	e_SDR Movedout	571A	571F	571R	571L	Total statements	% of Total
1	**30**	**2025**	**Orange**	**Yes**	**Yes**	**1,995**	**40,385**	**1,097**	**-**	**15**	**741**	**41,624**	**43,477**	**29.00%**
2	**36**	**2025**	**San Bernardino**	**Yes**	**Yes**	**1,214**	**12,972**	**225**	**52**	**-**	**-**	**14,134**	**14,411**	**9.61%**
3	**34**	**2025**	**Sacramento**	**Yes**	**Yes**	**1,072**	**12,710**	**306**	**110**	**-**	**308**	**13,364**	**14,088**	**9.40%**
4	**1**	**2025**	**Alameda**	**Yes**	**Yes**	**1,196**	**9,504**	**234**	**-**	**-**	**-**	**10,700**	**10,934**	**7.29%**
5	**7**	**2025**	**Contra Costa**	**Yes**	**Yes**	**815**	**9,841**	**211**	**-**	**-**	**-**	**10,656**	**10,867**	**7.25%**
6	**10**	**2025**	**Fresno**	**Yes**	**Yes**	**768**	**7,878**	**183**	**1**	**1,318**	**307**	**7,019**	**8,829**	**5.89%**
7	**41**	**2025**	**San Mateo**	**Yes**	**Yes**	**658**	**6,335**	**147**	**-**	**26**	**130**	**6,837**	**7,140**	**4.76%**
8	**56**	**2025**	**Ventura**	**Yes**	**Yes**	**654**	**5,361**	**179**	**174**	**-**	**199**	**5,642**	**6,194**	**4.13%**
9	**19**	**2025**	**Los Angeles**	**Yes**	**No**	**5,500**	**-**	**-**	**-**	**-**	**-**	**5,500**	**5,500**	**3.67%**
10	**15**	**2025**	**Kern**	**Yes**	**Yes**	**646**	**4,579**	**106**	**617**	**-**	**32**	**4,576**	**5,331**	**3.56%**
11	**40**	**2025**	**San Luis Obispo**	**Yes**	**Yes**	**226**	**4,491**	**108**	**-**	**213**	**49**	**4,455**	**4,825**	**3.22%**
12	**21**	**2025**	**Marin**	**Yes**	**Yes**	**201**	**3,712**	**128**	**25**	**-**	**45**	**3,843**	**4,041**	**2.70%**
13	**48**	**2025**	**Solano**	**Yes**	**Yes**	**271**	**3,068**	**74**	**109**	**-**	**83**	**3,147**	**3,413**	**2.28%**
14	**23**	**2025**	**Mendocino**	**Yes**	**Yes**	**57**	**2,530**	**86**	**283**	**-**	**405**	**1,899**	**2,673**	**1.78%**
15	**33**	**2025**	**Riverside**	**Yes**	**No**	**1,573**	**-**	**-**	**-**	**-**	**-**	**1,573**	**1,573**	**1.05%**
16	43	2025	Santa Clara	Yes	No	1,206	-	-	-	-	-	1,206	1,206	0.80%
17	37	2025	San Diego	Yes	No	822	-	-	-	-	-	822	822	0.55%
18	38	2025	San Francisco	Yes	No	570	-	-	-	-	-	570	570	0.38%
19	39	2025	San Joaquin	Yes	No	472	-	-	-	-	-	472	472	0.31%
20	55	2025	Tuolumne	Yes	Yes	31	430	9	7	-	3	451	470	0.31%
21	31	2025	Placer	Yes	No	381	-	-	-	-	-	381	381	0.25%
22	50	2025	Stanislaus	Yes	No	364	-	-	-	-	-	364	364	0.24%
23	49	2025	Sonoma	Yes	No	330	-	-	-	-	-	330	330	0.22%
24	42	2025	Santa Barbara	Yes	No	286	-	-	-	-	-	286	286	0.19%
25	54	2025	Tulare	Yes	Yes	266	-	-	-	-	-	266	266	0.18%
26	27	2025	Monterey	Yes	No	246	-	-	-	-	-	246	246	0.16%
27	5	2025	Calaveras	Yes	Yes	20	188	3	-	4	1	203	211	0.14%
28	25	2025	Modoc	Yes	Yes	8	154	4	-	91	3	68	166	0.11%
29	24	2025	Merced	Yes	No	165	-	-	-	-	-	165	165	0.11%
30	45	2025	Shasta	Yes	No	146	-	-	-	-	-	146	146	0.10%
31	13	2025	Imperial	Yes	Yes	132	10	-	-	-	-	142	142	0.09%
32	57	2025	Yolo	Yes	No	131	4	1	-	-	-	135	136	0.09%
33	9	2025	El Dorado	Yes	No	134	-	-	-	-	-	134	134	0.09%
34	51	2025	Sutter	Yes	Yes	61	-	-	-	-	-	61	61	0.04%
35	3	2025	Amador	Yes	Yes	22	-	-	-	-	-	22	22	0.01%
36	8	2025	Del Norte	Yes	No	17	-	-	-	-	-	17	17	0.01%
37	22	2025	Mariposa	Yes	Yes	6	-	-	-	-	-	6	6	0.00%
38	2	2025	Alpine	No	No	-	-	-	-	-	-	-	-	0.00%
39	4	2025	Butte	No	No	-	-	-	-	-	-	-	-	0.00%
40	6	2025	Colusa	No	No	-	-	-	-	-	-	-	-	0.00%
41	11	2025	Glenn	No	No	-	-	-	-	-	-	-	-	0.00%
42	12	2025	Humboldt	No	No	-	-	-	-	-	-	-	-	0.00%
43	14	2025	Inyo	No	No	-	-	-	-	-	-	-	-	0.00%
44	16	2025	Kings	No	No	-	-	-	-	-	-	-	-	0.00%
45	17	2025	Lake	No	No	-	-	-	-	-	-	-	-	0.00%
46	18	2025	Lassen	No	No	-	-	-	-	-	-	-	-	0.00%
47	20	2025	Madera	No	No	-	-	-	-	-	-	-	-	0.00%
48	26	2025	Mono	No	No	-	-	-	-	-	-	-	-	0.00%
49	28	2025	Napa	No	No	-	-	-	-	-	-	-	-	0.00%
50	29	2025	Nevada	No	No	-	-	-	-	-	-	-	-	0.00%
51	32	2025	Plumas	No	No	-	-	-	-	-	-	-	-	0.00%
52	35	2025	San Benito	No	No	-	-	-	-	-	-	-	-	0.00%

53	44	2025	Santa Cruz	No	No	-	-	-	-	-	-	-	-	0.00%
54	46	2025	Sierra	No	No	-	-	-	-	-	-	-	-	0.00%
55	47	2025	Siskiyou	No	No	-	-	-	-	-	-	-	-	0.00%
56	52	2025	Tehama	No	No	-	-	-	-	-	-	-	-	0.00%
57	53	2025	Trinity	No	No	-	-	-	-	-	-	-	-	0.00%
58	58	2025	Yuba	No	No	-	-	-	-	-	-	-	-	0.00%
Total				**37**	**21**	**22,662**	**124,152**	**3,101**	**1,378**	**1,667**	**2,306**	**141,462**	**149,915**	**100.00%**

Note: non-participating counties are marked in red.

2026-27 eFORMs BUDGET DEVELOPMENT, SERVICE AND SUPPORT

Participating Counties	Parcel Counts from CAA Survey, Secured and Unsecured*	% of Total Roll Parcel Counts	2026-27 Total Due		Distribution of Costs based on $650 Minimum with balance split between remaining counties		Counties above minimum threshold parcel counts and % of the total non-minimum counties total		eForms 2026-27	Final Cost
			251,500		Over Minimum	Minimum				
BOE	By Agreement 20% of cost		50,300							
Balance Allocated to Participating Counties			201,200							
Total of Couties with Minimum			(7,150)							
Subtotal of Counties over $500 Minimum			194,050							
Alameda	522,787	5.13%	10,313	Alameda	10,195	-	522,787	5.25%	Alameda	10,195
Amador	27,274	0.27%	538	Amador	-	650		0.00%	Amador	650
Butte	117,331	1.15%	2,315	Butte	2,288	-	117,331	1.18%	Butte	2,288
Calaveras	50,012	0.49%	987	Calaveras	975	-	50,012	0.50%	Calaveras	975
Colusa	17,314	0.17%	342	Colusa	-	650		0.00%	Colusa	650
Contra Costa	427,692	4.19%	8,437	Contra Costa	8,341	-	427,692	4.30%	Contra Cost	8,341
Del Norte	19,747	0.19%	390	Del Norte	-	650		0.00%	Del Norte	650
El Dorado	166,931	1.64%	3,293	El Dorado	3,255	-	166,931	1.68%	El Dorado	3,255
Fresno	342,740	3.36%	6,762	Fresno	6,684	-	342,740	3.44%	Fresno	6,684
Glenn	17,346	0.17%	342	Glenn	-	650		0.00%	Glenn	650
Imperial	93,496	0.92%	1,844	Imperial	1,823	-	93,496	0.94%	Imperial	1,823
Inyo	17,919	0.18%	354	Inyo	-	650		0.00%	Inyo	650
Kern	454,703	4.46%	8,970	Kern	8,867	-	454,703	4.57%	Kern	8,867
Kings	59,258	0.58%	1,169	Kings	1,156	-	59,258	0.60%	Kings	1,156
Lake	73,802	0.72%	1,456	Lake	1,439	-	73,802	0.74%	Lake	1,439
Lassen	29,984	0.29%	592	Lassen	-	650		0.00%	Lassen	650
Madera	70,955	0.70%	1,400	Madera	1,384	-	70,955	0.71%	Madera	1,384
Marin	109,785	1.08%	2,166	Marin	2,141	-	109,785	1.10%	Marin	2,141
Mariposa	15,944	0.16%	315	Mariposa	-	650		0.00%	Mariposa	650
Mendocino	66,069	0.65%	1,303	Mendocino	1,288	-	66,069	0.66%	Mendocino	1,288
Merced	104,188	1.02%	2,055	Merced	2,032	-	104,188	1.05%	Merced	2,032
Modoc	32,821	0.32%	647	Modoc	-	650		0.00%	Modoc	650
Mono	25,094	0.25%	495	Mono	-	650		0.00%	Mono	650
Monterey	155,283	1.52%	3,063	Monterey	3,028	-	155,283	1.56%	Monterey	3,028
Nevada	71,310	0.70%	1,407	Nevada	1,391	-	71,310	0.72%	Nevada	1,391
Orange	1,042,612	10.22%	20,569	Orange	20,332	-	1,042,612	10.48%	Orange	20,332
Placer	306,911	3.01%	6,055	Placer	5,985	-	306,911	3.08%	Placer	5,985
Plumas	28,565	0.28%	564	Plumas	-	650		0.00%	Plumas	650
Riverside	1,116,927	10.95%	22,035	Riverside	21,781	-	1,116,927	11.22%	Riverside	21,781
Sacramento	537,499	5.27%	10,604	Sacramento	10,482	-	537,499	5.40%	Sacramento	10,482
San Bernardino	933,604	9.15%	18,418	San Bernardino	18,206	-	933,604	9.38%	San Bernard	18,206
San Francisco	232,209	2.28%	4,581	San Francisco	4,528	-	232,209	2.33%	San Francis	4,528
San Joaquin	265,900	2.61%	5,246	San Joaquin	5,185	-	265,900	2.67%	San Joaquin	5,185
San Luis Obispo	181,088	1.78%	3,572	San Luis Obispo	3,531	-	181,088	1.82%	San Luis Ob	3,531
San Mateo	234,416	2.30%	4,625	San Mateo	4,571	-	234,416	2.36%	San Mateo	4,571
Santa Barbara	151,045	1.48%	2,980	Santa Barbara	2,946	-	151,045	1.52%	Santa Barba	2,946
Santa Clara	657,423	6.45%	12,970	Santa Clara	12,821	-	657,423	6.61%	Santa Clara	12,821
Shasta	113,430	1.11%	2,238	Shasta	2,212	-	113,430	1.14%	Shasta	2,212
Solano	163,891	1.61%	3,233	Solano	3,196	-	163,891	1.65%	Solano	3,196
Sonoma	219,452	2.15%	4,329	Sonoma	4,280	-	219,452	2.21%	Sonoma	4,280
Stanislaus	184,646	1.81%	3,643	Stanislaus	3,601	-	184,646	1.86%	Stanislaus	3,601
Sutter	39,226	0.38%	774	Sutter	765	-	39,226	0.39%	Sutter	765
Tehama	48,753	0.48%	962	Tehama	951	-	48,753	0.49%	Tehama	951
Trinity	16,076	0.16%	317	Trinity	-	650		0.00%	Trinity	650
Tulare	180,395	1.77%	3,559	Tulare	3,518	-	180,395	1.81%	Tulare	3,518
Tuolumne	46,657	0.46%	920	Tuolumne	910	-	46,657	0.47%	Tuolumne	910
Ventura	297,759	2.92%	5,874	Ventura	5,807	-	297,759	2.99%	Ventura	5,807
Yolo	72,751	0.71%	1,435	Yolo	1,419	-	72,751	0.73%	Yolo	1,419
Yuba	37,727	0.37%	744	Yuba	736	-	37,727	0.38%	Yuba	736
Totals:	10,198,747	100.00%	201,200		194,050	7,150	9,950,663	100.00%	Totals:	201,200
Add:										

2026-27 SDR BUDGET DEVELOPMENT, SERVICE AND SUPPORT

SDR BUDGET YEAR 2026-27 SERVICES AND SUPPORT

Participating Counties	SDR Statement Participation from Annual Report		% of Total SDR Annual Filings	2026-27 Total Due
Total SDR Allocated Cost				$ 134,000
Total of Couties with Minimum				$ (3,500)
Balance Allocated to Participating Counties over Minimum				$ 130,500
Alameda	1,196		5.5%	$ 7,309
Amador	22		0.1%	$ 134
Calaveras	20		0.1%	$ 122
Contra Costa	815		3.7%	$ 4,980
Del Norte	17		0.1%	$ 104
El Dorado	134		0.6%	$ 819
Fresno	768		3.5%	$ 4,693
Imperial	132		0.6%	$ 807
Kern	646		2.9%	$ 3,948
Los Angeles	5,500		25.1%	$ 33,610
Marin	201		0.9%	$ 1,228
Mendocino	57		0.3%	$ 348
Merced	165		0.8%	$ 1,008
Modoc	8		0.0%	$ 49
Monterey	246		1.1%	$ 1,503
Orange	1,995		9.1%	$ 12,191
Riverside	1,573		7.2%	$ 9,612
Sacramento	1,072		4.9%	$ 6,551
San Bernardino	1,214		5.5%	$ 7,419
San Diego	822		3.7%	$ 5,023
San Francisco	570		2.6%	$ 3,483
San Joaquin	472		2.2%	$ 2,884
San Luis Obispo	226		1.0%	$ 1,381
San Mateo	658		3.0%	$ 4,021
Santa Clara	1,206		5.5%	$ 7,370
Shasta	146		0.7%	$ 892
Solano	271		1.2%	$ 1,656
Sonoma	330		1.5%	$ 2,017
Stanislaus	364		1.7%	$ 2,224
Tehama	0		0.0%	$ -
Tulare	266		1.2%	$ 1,626
Tuolumne	31		0.1%	$ 189
Ventura	654		3.0%	$ 3,997
Yolo	131		0.6%	$ 801
Totals:	**21,928**		100%	**$ 134,000**

Distribution of Costs based on $500 Minimum with balance split between remaining counties

	Over Minimum	Minimum
Alameda	7,168	-
Amador	-	500
Calaveras	-	500
Contra Costa	4,885	-
Del Norte	-	500
El Dorado	803	-
Fresno	4,603	-
Imperial	791	-
Kern	3,872	-
Los Angeles	32,965	-
Marin	1,205	-
Mendocino	-	500
Merced	989	-
Modoc	-	500
Monterey	1,474	-
Orange	11,957	-
Riverside	9,428	-
Sacramento	6,425	-
San Bernardino	7,276	-
San Diego	4,927	-
San Francisco	3,416	-
San Joaquin	2,829	-
San Luis Obispo	1,355	-
San Mateo	3,944	-
Santa Clara	7,228	-
Shasta	875	-
Solano	1,624	-
Sonoma	1,978	-
Stanislaus	2,182	-
Tehama	-	500
Tulare	1,594	-
Tuolumne	-	500
Ventura	3,920	-
Yolo	785	-
Totals:	130,500	3,500
Add		134,000

Counties above Minimum Cost threshold Filings and % of the total non-minimum counties total Filings

Alameda	1,196	5.49%
Amador		0.00%
Calaveras		0.00%
Contra Costa	815	3.74%
Del Norte		0.00%
El Dorado	134	0.62%
Fresno	768	3.53%
Imperial	132	0.61%
Kern	646	2.97%
Los Angeles	5,500	25.26%
Marin	201	0.92%
Mendocino		0.00%
Merced	165	0.76%
Modoc		0.00%
Monterey	246	1.13%
Orange	1,995	9.16%
Riverside	1,573	7.22%
Sacramento	1,072	4.92%
San Bernardino	1,214	5.58%
San Diego	822	3.78%
San Francisco	570	2.62%
San Joaquin	472	2.17%
San Luis Obispo	226	1.04%
San Mateo	658	3.02%
Santa Clara	1,206	5.54%
Shasta	146	0.67%
Solano	271	1.24%
Sonoma	330	1.52%
Stanislaus	364	1.67%
Tehama		0.00%
Tulare	266	1.22%
Tuolumne		0.00%
Ventura	654	3.00%
Yolo	131	0.60%
Totals:	21,773	100.00%

SDR 2026-27	Final Cost
Alameda	7,168
Amador	500
Calaveras	500
Contra Cost	4,885
Del Norte	500
El Dorado	803
Fresno	4,603
Imperial	791
Kern	3,872
Los Angeles	32,965
Marin	1,205
Mendocino	500
Merced	989
Modoc	500
Monterey	1,474
Orange	11,957
Riverside	9,428
Sacramento	6,425
San Bernard	7,276
San Diego	4,927
San Francis	3,416
San Joaquir	2,829
San Luis Ob	1,355
San Mateo	3,944
Santa Clara	7,228
Shasta	875
Solano	1,624
Sonoma	1,978
Stanislaus	2,182
Tehama	500
Tulare	1,594
Tuolumne	500
Ventura	3,920
Yolo	785
Totals:	134,000

2026-27 eSDR BUDGET DEVELOPMENT, SERVICE AND SUPPORT

eSDR BUDGET YEAR 2026-27 SERVICES AND SUPPORT

Participating Counties	eSDR Statement Participation from Annual Report		% of Total SDR Annual Filings	2026-27 Total Due
Total eSDR Allocated Cost				$ 249,000
Total of Counties with Minimum				$ (3,000)
Balance Allocated to Participating Counties over Minimum				$ 246,000
Alameda	9,738		7.7%	$ 19,055
Amador	0		0.0%	$ -
Calaveras	191		0.2%	$ 374
Contra Costa	10,052		7.9%	$ 19,670
Fresno	8,061		6.3%	$ 15,774
Imperial	10		0.0%	$ 20
Kern	4,685		3.7%	$ 9,168
Marin	3,840		3.0%	$ 7,514
Mendocino	2,616		2.1%	$ 5,119
Modoc	158		0.1%	$ 309
Orange	41,482		32.6%	$ 81,172
Sacramento	13,016		10.2%	$ 25,470
San Bernardino	13,197		10.4%	$ 25,824
San Luis Obispo	4,599		3.6%	$ 8,999
San Mateo	6,482		5.1%	$ 12,684
Solano	3,142		2.5%	$ 6,148
Tehama	0		0.0%	$ -
Tulare	0		0.0%	$ -
Tuolumne	439		0.3%	$ 859
Ventura	5,540		4.4%	$ 10,841
Totals:	127,248		**100%**	$ 249,000
Add:				
Delete:				

Distribution of Costs based on $500 Minimum with balance split between remaining counties

	Over Minimum	Minimum
Alameda	18,879	-
Amador	-	500
Calaveras	-	500
Contra Costa	19,488	-
Fresno	15,628	-
Imperial	-	500
Kern	9,083	-
Marin	7,445	-
Mendocino	5,072	-
Modoc	-	500
Orange	80,421	-
Sacramento	25,234	-
San Bernardino	25,585	-
San Luis Obispo	8,916	-
San Mateo	12,567	-
Solano	6,091	-
Tehama	-	500
Tulare	-	500
Tuolumne	851	-
Ventura	10,740	-
	246,000	3,000
		249,000

Counties above Minimum Cost threshold Filings and % of the total non-minimum counties total

9,738	7.67%
	0.00%
	0.00%
10,052	7.92%
8,061	6.35%
	0.00%
4,685	3.69%
3,840	3.03%
2,616	2.06%
	0.00%
41,482	32.69%
13,016	10.26%
13,197	10.40%
4,599	3.62%
6,482	5.11%
3,142	2.48%
	0.00%
	0.00%
439	0.35%
5,540	4.37%
126,889	100.00%

eSDR 2026-27	Final Cost
Alameda	18,879
Amador	500
Calaveras	500
Contra Costa	19,488
Fresno	15,628
Imperial	500
Kern	9,083
Marin	7,445
Mendocino	5,072
Modoc	500
Orange	80,421
Sacramento	25,234
San Bernardino	25,585
San Luis Obispo	8,916
San Mateo	12,567
Solano	6,091
Tehama	500
Tulare	500
Tuolumne	851
Ventura	10,740
Totals:	249,000

eForms 2026-27	Cost per County
Alameda	10,195
Amador	650
Butte	2,288
Calaveras	975
Colusa	650
Contra Costa	8,341
Del Norte	650
El Dorado	3,255
Fresno	6,684
Glenn	650
Imperial	1,823
Inyo	650
Kern	8,867
Kings	1,156
Lake	1,439
Lassen	650
Madera	1,384
Marin	2,141
Mariposa	650
Mendocino	1,288
Merced	2,032
Modoc	650
Mono	650
Monterey	3,028
Nevada	1,391
Orange	20,332
Placer	5,985
Plumas	650
Riverside	21,781
Sacramento	10,482
San Bernardino	18,206
San Francisco	4,528
San Joaquin	5,185
San Luis Obispo	3,531
San Mateo	4,571
Santa Barbara	2,946
Santa Clara	12,821
Shasta	2,212
Solano	3,196
Sonoma	4,280
Stanislaus	3,601
Sutter	765
Tehama	951
Trinity	650
Tulare	3,518
Tuolumne	910
Ventura	5,807
Yolo	1,419
Yuba	736
Totals:	**$ 201,200**

SDR 2026-27	Cost per County
Alameda	7,168
Amador	500
Calaveras	500
Contra Costa	4,885
Del Norte	500
El Dorado	803
Fresno	4,603
Imperial	791
Kern	3,872
Los Angeles	32,965
Marin	1,205
Mendocino	500
Merced	989
Modoc	500
Monterey	1,474
Orange	11,957
Riverside	9,428
Sacramento	6,425
San Bernardino	7,276
San Diego	4,927
San Francisco	3,416
San Joaquin	2,829
San Luis Obispo	1,355
San Mateo	3,944
Santa Clara	7,228
Shasta	875
Solano	1,624
Sonoma	1,978
Stanislaus	2,182
Tehama	500
Tulare	1,594
Tuolumne	500
Ventura	3,920
Yolo	785
Totals:	**$ 134,000**

eSDR 2026-27	Cost per County
Alameda	18,879
Amador	500
Calaveras	500
Contra Costa	19,488
Fresno	15,628
Imperial	500
Kern	9,083
Marin	7,445
Mendocino	5,072
Modoc	500
Orange	80,421
Sacramento	25,234
San Bernardino	25,585
San Luis Obispo	8,916
San Mateo	12,567
Solano	6,091
Tehama	500
Tulare	500
Tuolumne	851
Ventura	10,740
Totals:	**$ 249,000**

Signature Page to MOU for
County Assessor Shared Systems
Document Control Date: June 26, 2026

AMENDMENT RATIFICATION SURVEY due by July 31, 2026

IN WITNESS WHEREOF, this MOU was executed by the parties hereto as of the date first above written.

County No.	County Name	APPROVE (Y/N)	Signature
01	Alameda		
02	Alpine		
03	Amador		
04	Butte		
05	Calaveras		
06	Colusa		
07	Contra Costa		
08	Del Norte		
09	El Dorado		
10	Fresno		
11	Glenn		
12	Humboldt		
13	Imperial		
14	Inyo		
15	Kern		
16	Kings		
17	Lake		
18	Lassen		
19	Los Angeles		

AMENDMENT RATIFICATION SURVEY due by July 31, 2026

20	Madera		
21	Marin		
22	Mariposa		
23	Mendocino		
24	Merced		
25	Modoc		
26	Mono		
27	Monterey		
28	Napa		
29	Nevada		
30	Orange		
31	Placer		
32	Plumas		
33	Riverside		
34	Sacramento		
35	San Benito		
36	San Bernardino		
37	San Diego		
38	San Francisco		
39	San Joaquin		
40	San Luis Obispo		
41	San Mateo		

Signature Page to MOU for
County Assessor Shared Systems
Document Control Date: June 26, 2026

AMENDMENT RATIFICATION SURVEY due by July 31, 2026

42	Santa Barbara		
43	Santa Clara		
44	Santa Cruz		
45	Shasta		
46	Sierra		
47	Siskiyou		
48	Solano		
49	Sonoma		
50	Stanislaus		
51	Sutter		
52	Tehama		
53	Trinity		
54	Tulare		
55	Tuolumne		
56	Ventura		
57	Yolo		
58	Yuba		
	Board of Equalization		
	California Assessors' Association		

County of Monterey

Board Report

Legistar File Number: WRAG 26-236

Item No.22

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

August 18, 2026

Introduced: 8/4/2026

Current Status: General Government - Consent

Version: 1

Matter Type: WR General Agenda

Adopt a Resolution approving the amended Conflict of Interest Code of the Monterey County Water Resources Agency.

RECOMMENDATION:
Staff recommends that the Board of Supervisors, as the code reviewing body under the Political Reform Act, approve the amended Conflict of Interest Code of the Monterey County Water Resources Agency.

SUMMARY:
Following the biennial review of its Conflict of Interest Code as required by Government Code section 87306.5, the Monterey County Water Resources Agency (MCWRA) has amended its Conflict of Interest (COI) Code, as required by Government Code, section 87306.5, to reflect changes in its designated positions. These include removal of the Water Maintenance Superintendent position and the addition of the Maintenance Manager position.

DISCUSSION:
Amendments to local agency COI Codes are authorized by section 87306 of the Government Code whenever changes are required by changed circumstances, by creation or deletion of designated positions, or by changes in the duty of such positions. The proposed COI Code of the Monterey County Water Resources Agency, as amended, is lawful under the Political Reform Act of 1974.

Pursuant to sections 82011 and 87303 of the Government Code, the Board of Supervisors is the code reviewing body and may (1) approve the COI Code amendment as submitted, (2) revise the proposed COI Code amendment, (3) approve the COI Code amendment as revised, and/or (4) return the proposed COI Code to the agency for revision and resubmission.

For the Board's reference, the draft resolution is attached to this report as Attachment 1, a clean version of the proposed amended COI Code is included as Attachment 2, and a redline copy of the proposed amended COI Code is included as Attachment 3.

OTHER AGENCY INVOLVEMENT:
The Office of the County Counsel has reviewed the amended Conflict of Interest Code of the MCWRA as to form.

FINANCING:

The approval of this requested COI Code amendment will have no financial impact on the County.

Prepared by: Lorena Imperial-Herrera, Senior Secretary, (831) 755-4860

Approved by: Ara Azhderian, General Manager, (831) 755-4860

Attachments:
1. Resolution
2. Conflict of Interest Code - Clean Version
3. Conflict of Interest Code - Redline Version

Introduced: 8/4/2026
Version: 1

Current Status: Draft
Matter Type: WR General Agenda

Consider adopting a Resolution approving the amended Conflict of Interest Code of the Monterey County Water Resources Agency.

RECOMMENDATION:
Staff recommends that the Board of Supervisors, as the code reviewing body under the Political Reform Act, approve the amended Conflict of Interest Code of the Monterey County Water Resources Agency.

SUMMARY:
Following the biennial review of its Conflict of Interest Code as required by Government Code section 87306.5, the Monterey County Water Resources Agency (MCWRA) has amended its Conflict of Interest (COI) Code, as required by Government Code, section 87306.5, to reflect changes in its designated positions. These include removal of the Water Maintenance Superintendent position and the addition of the Maintenance Manager position.

DISCUSSION:
Amendments to local agency COI Codes are authorized by section 87306 of the Government Code whenever changes are required by changed circumstances, by creation or deletion of designated positions, or by changes in the duty of such positions. The proposed COI Code of the Monterey County Water Resources Agency, as amended, is lawful under the Political Reform Act of 1974.

Pursuant to sections 82011 and 87303 of the Government Code, the Board of Supervisors is the code reviewing body and may (1) approve the COI Code amendment as submitted, (2) revise the proposed COI Code amendment, (3) approve the COI Code amendment as revised, and/or (4) return the proposed COI Code to the agency for revision and resubmission.

For the Board's reference, the draft resolution is attached to this report as Attachment 1, a clean version of the proposed amended COI Code is included as Attachment 2, and a redline copy of the proposed amended COI Code is included as Attachment 3.

OTHER AGENCY INVOLVEMENT:
The Office of the County Counsel has reviewed the amended Conflict of Interest Code of the MCWRA as to form.

FINANCING:
The approval of this requested COI Code amendment will have no financial impact on the County.

Prepared by: Lorena Imperial-Herrera, Senior Secretary, (831) 755-4860

Approved by: Ara Azhderian, General Manager, (831) 755-4860

Attachments:
1. Resolution
2. Conflict of Interest Code - Clean Version
3. Conflict of Interest Code - Redline Version

Before the Board of Supervisors of the Monterey County Water Resources Agency
County of Monterey, State of California

Resolution No._____

A Resolution to approve the Amended
Conflict of Interest Code of the Monterey
County Water Resources Agency

WHEREAS, the Political Reform Act of 1974 (Government Code section 81000, et. seq.), requires state and local government agencies to adopt Conflict of Interest codes and to periodically review their codes and make necessary changes to these codes; and

WHEREAS, due to addition and removal of positions, pursuant to Government Code section 87306, the Monterey County Water Resources Agency has submitted its proposed, amended code to the Monterey County Board of Supervisors, the code reviewing body, for approval; and

WHEREAS, the Amended Conflict of Interest Code of the Monterey County Water Resources Agency is attached hereto as Attachment 2 and incorporated herein by reference; and

WHEREAS, pursuant to Government Code section 87303, the Board of Supervisors as code reviewing body may approve the code as submitted, revise the proposed code and approve it as revised, or return the proposed code to the agency for revision and resubmission; and

WHEREAS, the amended code as adopted is lawful under the Political Reform Act of 1974;

NOW, THEREFORE, BE IT RESOLVED THAT, the Board of Supervisors does hereby
Approve the Amended Conflict of Interest code of the Monterey County Water Resources Agency, attached hereto as Attachment 2 and directs the Clerk of the Board of Supervisors to notify the Water Resources Agency of the approval

PASSED AND ADOPTED on this _____ day of _____, 2026, 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 Minute Book _____, on _____.

Dated: _____

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

By_____
,Deputy

CONFLICT OF INTEREST CODE
OF THE
MONTEREY COUNTY WATER RESOURCES AGENCY

The Political Reform Act of 1974 (Government Code sections 81000, *et seq*.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation, section 18730 of Title 2 of the California Code of Regulations, which contains the terms of a standard conflict of interest code that can be incorporated by reference in an agency's code. After public notice and hearing, the Fair Political Practices Commission may amend the standard code to conform to amendments of the Political Reform Act. Therefore, the terms of section 18730 of title 2 of the California Code of Regulations and any amendments to it duly adopted by the Fair Political Practices Commission together with the attached Appendices designating positions and establishing disclosure categories are hereby incorporated by reference and together constitute the Conflict of Interest Code of the Monterey County Water Resources Agency (hereafter, "Agency").

Individuals holding designated positions shall file their statement of economic interests with the Agency which will make the statements available for public inspection and reproduction pursuant to Government Code section 81008. Upon receipt of the statements for the General Manager and the members of the Board of Directors, the Agency shall make and retain copies and forward the original of the statements to the code reviewing body. Statements for all other designated positions shall be retained by the Agency.

Attachments: Appendix A: Designated Positions
Appendix B: Disclosure Categories

Adopted: **03/19/85**
Amended: **03/07/90**
04/06/92
08/30/99
09/2010
09/2014
07/2016
01/2025

APPENDIX A: DESIGNATED POSITIONS

Designated Positions	Assigned Disclosure Category
Member, Board of Directors	1
General Manager, MCWRA	1
Deputy General Manager, MCWRA	1
Finance Manager III	1
Administrative Services Assistant	1
Senior Water Resources Engineer	1
Senior Water Resources Hydrologist	1
Maintenance Manager	1
Senior Secretary – Confidential	1
Consultants[1]	1

1 Consultants are included in the list of designated positions. For purposes of this Code, "consultant" has the same meaning as set forth in 2 Cal. Code Regs., tit. 2, section 18701(a)(2), as follows:

"Consultant" means an individual who, pursuant to a contract with a state or local government Agency:

(A) Makes a governmental decision whether to:

1. Approve a rate, rule, or regulation;
2. Adopt or enforce a law;
3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
4. Authorize the Agency to enter into, modify, or renew a contract provided it is the type of contract which requires Agency approval;
5. Grant Agency approval to a contract which requires Agency approval and in which the Agency is a party or to the specifications for such a contract;
6. Grant Agency approval to a plan, design, report, study, or similar item;
7. Adopt, or grant Agency approval of, policies, standards, or guidelines for the Agency, or for any subdivision thereof; or

(B) Serves in a staff capacity with the Agency and in that capacity participates in making a governmental decision or performs the same or substantially all the same duties for the Agency that would otherwise be performed by an individual holding a position specified in the Agency's Conflict of Interest Code.

Consultants to the Agency shall be subject to disclosure under Category 1, subject to the following limitation: The General Manager may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to comply with the disclosure requirements of Category 1. In such cases, the General Manager may designate a different disclosure requirement. Such determination must be made in writing and shall include a description of the consultant's duties and, based upon that description, a statement of the extent of the consultant's disclosure requirements. Such determination by the General Manager is a public record and shall be retained for public inspection in the same manner and location as the Agency's Conflict of Interest Code.

APPENDIX B: DISCLOSURE CATEGORIES

General Provisions Applicable to All Categories

When an individual who holds a designated position is required to disclose investments and sources of income, he or she shall disclose investments in business entities and sources of income which do business in the jurisdiction, plan to do business in the jurisdiction, or have done business in the jurisdiction within the past two years. In addition to other activities, a business entity is doing business within the jurisdiction if it owns real property within the jurisdiction.

When an individual who holds a designated position is required to disclose sources of income, he or she shall include gifts received from donors located inside as well as outside the jurisdiction.

When an individual who holds a designated position is required to disclose interests in real property, he or she shall disclose the type of real property described below if it is located within the jurisdiction, or not more than two miles outside the boundaries of the jurisdiction, or within two miles of any land owned or used by Agency.

When an individual who holds a designated position is required to disclose business position, he or she shall disclose positions in business entities that do business in the jurisdiction, plan to do business in the jurisdiction, or have done business in the jurisdiction within the past two years.

For purposes of this Conflict of Interest Code, the jurisdiction of the Monterey County Water Resources Agency is Monterey County.

Category 1
A designated position in this category must report all investments, business positions, interests in real property, and sources of income, including gifts, loans, and travel payments.

Category 2
A designated position in this category must report all investments, business positions, and sources of income, including gifts, loans, and travel payments.

Category 3
A designated position in this category must report all interests in real property.

Category 4
A designated position in this category must report all investments, business positions and income, including gifts, loans, and travel payments, from sources that are subject to the regulatory, permit or licensing authority of, or have an application for a license or permit pending before, the Agency.

Category 5
A designated position in this category must report all investments, business positions and income, including gifts, loans, and travel payments, from sources which are of the type to supply materials, products, supplies, commodities, services, machinery, vehicles, or equipment utilized by the Agency.

Category 6
A designated position in this category must report all investments, business positions and income, including gifts, loans, and travel payments, from sources which are of the type to receive grants or other monies from or through the Agency.

CONFLICT OF INTEREST CODE
OF THE
MONTEREY COUNTY WATER RESOURCES AGENCY

The Political Reform Act of 1974 (Government Code sections 81000, *et seq*.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation, section 18730 of Title 2 of the California Code of Regulations, which contains the terms of a standard conflict of interest code that can be incorporated by reference in an agency's code. After public notice and hearing, the Fair Political Practices Commission may amend the standard code to conform to amendments of the Political Reform Act. Therefore, the terms of section 18730 of title 2 of the California Code of Regulations and any amendments to it duly adopted by the Fair Political Practices Commission together with the attached Appendices designating positions and establishing disclosure categories are hereby incorporated by reference and together constitute the Conflict of Interest Code of the Monterey County Water Resources Agency (hereafter, "Agency").

Individuals holding designated positions shall file their statement of economic interests with the Agency which will make the statements available for public inspection and reproduction pursuant to Government Code section 81008. Upon receipt of the statements for the General Manager and the members of the Board of Directors, the Agency shall make and retain copies and forward the original of the statements to the code reviewing body. Statements for all other designated positions shall be retained by the Agency.

Attachments: Appendix A: Designated Positions
Appendix B: Disclosure Categories

Adopted: **03/19/85**
Amended: **03/07/90**
04/06/92
08/30/99
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(A) Makes a governmental decision whether to:

1. Approve a rate, rule, or regulation;
2. Adopt or enforce a law;
3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
4. Authorize the Agency to enter into, modify, or renew a contract provided it is the type of contract which requires Agency approval;
5. Grant Agency approval to a contract which requires Agency approval and in which the Agency is a party or to the specifications for such a contract;
6. Grant Agency approval to a plan, design, report, study, or similar item;
7. Adopt, or grant Agency approval of, policies, standards, or guidelines for the Agency, or for any subdivision thereof; or

(B) Serves in a staff capacity with the Agency and in that capacity participates in making a governmental decision or performs the same or substantially all the same duties for the Agency that would otherwise be performed by an individual holding a position specified in the Agency's Conflict of Interest Code.

Consultants to the Agency shall be subject to disclosure under Category 1, subject to the following limitation: The General Manager may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to comply with the disclosure requirements of Category 1. In such cases, the General Manager may designate a different disclosure requirement. Such determination must be made in writing and shall include a description of the consultant's duties and, based upon that description, a statement of the extent of the consultant's disclosure requirements. Such determination by the General Manager is a public record and shall be retained for public inspection in the same manner and location as the Agency's Conflict of Interest Code.

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Category 5
A designated position in this category must report all investments, business positions and income, including gifts, loans, and travel payments, from sources which are of the type to supply materials, products, supplies, commodities, services, machinery, vehicles, or equipment utilized by the Agency.

Category 6
A designated position in this category must report all investments, business positions and income, including gifts, loans, and travel payments, from sources which are of the type to receive grants or other monies from or through the Agency.

Introduced: 8/6/2026

Current Status: General Government - Consent

Version: 1

Matter Type: BoS Resolution

Adopt a Resolution to:
a. Amend the FY 2026-27 County Administrative Office Homelessness Strategies and Initiatives Division Adopted Budget (1001-105008) to approve the reallocation and reclassification of one (1) Management Analyst I to one (1) Management Analyst II and one (1) Management Analyst II to one (1) Management Analyst III as indicated in Attachment A, effective in the current pay period beginning August 22, 2026; and, (REVISED VIA SUPPLEMENTAL)
b. Direct the County Administrative Office and the Auditor-Controller to incorporate the approved position changes in the FY 2026-27 Adopted Budget and 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:
a. Amend the FY 2026-27 County Administrative Office Adopted Budget (1001-105008) to approve the reallocation and reclassification of one (1) Management Analyst I to one (1) Management Analyst II and one (1) Management Analyst II to one (1) Management Analyst III as indicated in Attachment A, effective in the current pay period beginning August 22, 2026; and,
b. Direct the County Administrative Office and the Auditor-Controller to incorporate the approved position changes in the FY 2026-27 Adopted Budget and the Human Resources Department to implement the changes in the Advantage Human Resources Management (HRM) system.

SUMMARY:

The County Administrative Office's (CAO) Homelessness Strategies and Initiatives Division requests to reallocate two filled full-time positions to address increased workloads and expertise needed to manage complex contract and grant management needs. Approval of the recommended action would reallocate one filled Management Analyst I position to a Management Analyst II, and one filled Management Analyst II position to a Management Analyst III.

DISCUSSION:
Since the establishment of the CAO Homelessness Strategies and Initiatives Division, the responsibilities and operational demands of the office have expanded substantially. The Division has evolved from a developing coordination function into a complex countywide operation responsible for administering and overseeing multiple state funding sources, large-scale contracts, intergovernmental agreements, encampment resolution initiatives, program implementation, performance monitoring, and cross-departmental coordination.
This growth has resulted in increased administrative, fiscal, analytical, and compliance responsibilities

related to grants, contracts, reporting requirements, and countywide initiatives. The duties assigned to the Management Analyst I and II positions now exceed the level of work originally contemplated under their current classifications. These positions now require a high degree of independent judgment, advanced analytical expertise, project leadership, interdepartmental coordination, and facilitation of complex initiatives involving multiple jurisdictions and community partners.

The positions play a critical role in contract oversight, grant administration, fiscal and programmatic reporting, regulatory compliance, project coordination, and implementation of key homelessness initiatives. Failure to align the classification of these roles with the level and complexity of the work required may create long-term challenges in maintaining continuity of operations and effectively administering the Division's expanding portfolio. The loss of institutional knowledge or a disruption in these functions could negatively affect project timelines, reporting accuracy, funding compliance, contract administration, and overall program efficiency.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The associated Requests to Classify (RTCs) for these positions have been reviewed and approved by the Human Resources Department.

FINANCING:
The associated positions are funded by the General Fund. The related salary and benefits increase for the County Administrative Office-Homelessness Strategies and Initiatives (1001-105008) for the remainder of FY 2026-27 is approximately $27,924. This cost is expected to be absorbed within the Department's existing Homeless Housing Assistance and Prevention (HHAP) grant administration appropriations.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The proposed recommended actions demonstrate the County's commitment in recruiting, retaining, and attracting a diverse, talented workforce that supports the mission of the County of Monterey.

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
___ Safe and Resilient Communities
___ Diverse and Thriving Economy
_X_ Dynamic Organization and Employer of Choice

Link to the Strategic Plan:
<https://www.countyofmonterey.gov/home/showdocument?id=139569>

Prepared by: Roxanne V. Wilson, County Homeless Services Director, x5445
Approved by: Nicholas E. Chiulos, Chief Assistant County Administrative Officer, x5415

Attachments:
Attachment A
Resolution

Introduced: 8/6/2026

Current Status: General Government - Consent

Version: 1

Matter Type: BoS Resolution

Adopt a Resolution to:
a. Amend the FY 2026-27 County Administrative Office Homelessness Strategies and Initiatives Division Adopted Budget (1001-105008) to approve the reallocation and reclassification of one (1) Management Analyst I to one (1) Management Analyst II and one (1) Management Analyst II to one (1) Management Analyst III as indicated in Attachment A, effective in the current pay period beginning August 22, 2026; and, (REVISED VIA SUPPLEMENTAL)
b. Direct the County Administrative Office and the Auditor-Controller to incorporate the approved position changes in the FY 2026-27 Adopted Budget and 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:
a. Amend the FY 2026-27 County Administrative Office Adopted Budget (1001-105008) to approve the reallocation and reclassification of one (1) Management Analyst I to one (1) Management Analyst II and one (1) Management Analyst II to one (1) Management Analyst III as indicated in Attachment A, effective in the current pay period beginning August 22, 2026; and,
b. Direct the County Administrative Office and the Auditor-Controller to incorporate the approved position changes in the FY 2026-27 Adopted Budget and the Human Resources Department to implement the changes in the Advantage Human Resources Management (HRM) system.

SUMMARY:

The County Administrative Office's (CAO) Homelessness Strategies and Initiatives Division requests to reallocate two filled full-time positions to address increased workloads and expertise needed to manage complex contract and grant management needs. Approval of the recommended action would reallocate one filled Management Analyst I position to a Management Analyst II, and one filled Management Analyst II position to a Management Analyst III.

DISCUSSION:
Since the establishment of the CAO Homelessness Strategies and Initiatives Division, the responsibilities and operational demands of the office have expanded substantially. The Division has evolved from a developing coordination function into a complex countywide operation responsible for administering and overseeing multiple state funding sources, large-scale contracts, intergovernmental agreements, encampment resolution initiatives, program implementation, performance monitoring, and cross-departmental coordination.
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related to grants, contracts, reporting requirements, and countywide initiatives. The duties assigned to the Management Analyst I and II positions now exceed the level of work originally contemplated under their current classifications. These positions now require a high degree of independent judgment, advanced analytical expertise, project leadership, interdepartmental coordination, and facilitation of complex initiatives involving multiple jurisdictions and community partners.

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OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The associated Requests to Classify (RTCs) for these positions have been reviewed and approved by the Human Resources Department.

FINANCING:
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BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The proposed recommended actions demonstrate the County's commitment in recruiting, retaining, and attracting a diverse, talented workforce that supports the mission of the County of Monterey.

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
___ Safe and Resilient Communities
___ Diverse and Thriving Economy
_X_ Dynamic Organization and Employer of Choice

Link to the Strategic Plan:
<https://www.countyofmonterey.gov/home/showdocument?id=139569>

Prepared by: Roxanne V. Wilson, County Homeless Services Director, x5445
Approved by: Nicholas E. Chiulos, Chief Assistant County Administrative Officer, x5415

Attachments:
Attachment A
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 26-122

August 18, 2026

Introduced: 8/6/2026
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Resolution

Adopt a Resolution to:
a. Amend the FY 2026-27 County Administrative Office Adopted Budget (1001-105008) to approve the reallocation and reclassification of one (1) Management Analyst I to one (1) Management Analyst II and one (1) Management Analyst II to one (1) Management Analyst III as indicated in Attachment A, effective in the current pay period beginning August 22, 2026; and,
b. Direct the County Administrative Office and the Auditor-Controller to incorporate the approved position changes in the FY 2026-27 Adopted Budget and 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:
a. Amend the FY 2026-27 County Administrative Office Adopted Budget (1001-105008) to approve the reallocation and reclassification of one (1) Management Analyst I to one (1) Management Analyst II and one (1) Management Analyst II to one (1) Management Analyst III as indicated in Attachment A, effective in the current pay period beginning August 22, 2026; and,
b. Direct the County Administrative Office and the Auditor-Controller to incorporate the approved position changes in the FY 2026-27 Adopted Budget and the Human Resources Department to implement the changes in the Advantage Human Resources Management (HRM) system.

SUMMARY:
The County Administrative Office's (CAO) Homelessness Strategies and Initiatives Division requests to reallocate two filled full-time positions to address increased workloads and expertise needed to manage complex contract and grant management needs. Approval of the recommended action would reallocate one filled Management Analyst I position to a Management Analyst II, and one filled Management Analyst II position to a Management Analyst III.

DISCUSSION:
Since the establishment of the CAO Homelessness Strategies and Initiatives Division, the responsibilities and operational demands of the office have expanded substantially. The Division has evolved from a developing coordination function into a complex countywide operation responsible for administering and overseeing multiple state funding sources, large-scale contracts, intergovernmental agreements, encampment resolution initiatives, program implementation, performance monitoring, and cross-departmental coordination.

This growth has resulted in increased administrative, fiscal, analytical, and compliance responsibilities related to grants, contracts, reporting requirements, and countywide initiatives. The duties assigned to the Management Analyst I and II positions now exceed the level of work originally contemplated under their current classifications. These positions now require a high degree of independent judgment, advanced analytical expertise, project leadership, interdepartmental coordination, and facilitation of complex initiatives involving multiple jurisdictions and community partners.

The positions play a critical role in contract oversight, grant administration, fiscal and programmatic reporting, regulatory compliance, project coordination, and implementation of key homelessness initiatives. Failure to align the classification of these roles with the level and complexity of the work required may create long-term challenges in maintaining continuity of operations and effectively administering the Division's expanding portfolio. The loss of institutional knowledge or a disruption in these functions could negatively affect project timelines, reporting accuracy, funding compliance, contract administration, and overall program efficiency.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The associated Requests to Classify (RTCs) for these positions have been reviewed and approved by the Human Resources Department.

FINANCING:
The associated positions are funded by the General Fund. The related salary and benefits increase for the County Administrative Office-Homelessness Strategies and Initiatives (1001-105008) for the remainder of FY 2026-27 is approximately $27,924. This cost is expected to be absorbed within the Department's existing Homeless Housing Assistance and Prevention (HHAP) grant administration appropriations.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The proposed recommended actions demonstrate the County's commitment in recruiting, retaining, and attracting a diverse, talented workforce that supports the mission of the County of Monterey.

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
___ Safe and Resilient Communities
___ Diverse and Thriving Economy
_X_ Dynamic Organization and Employer of Choice

Link to the Strategic Plan:
<https://www.countyofmonterey.gov/home/showdocument?id=139569>

Prepared by: Roxanne V. Wilson, County Homeless Services Director, x5445
Approved by: Nicholas E. Chiulos, Chief Assistant County Administrative Officer, x5415

Attachments:
Attachment A
Resolution

ATTACHMENT A

Reallocate Position and Reclassify Incumbent from Management Analyst I to Management Analyst II
County Administrative Office
Budget Unit 8598-Fund 001-Appropriation Unit 105008

	Class Code	Position Title	Position Number	Position Increase/Decrease	Revised Total FTE
From	14G02	Management Analyst I	0001	(1.0)	0.0
To	14C30	Management Analyst II	0001	1.0	1.0

Reallocate Position and Reclassify Incumbent from Management Analyst II to Management Analyst III
County Administrative Office
Budget Unit 8598-Fund 001-Appropriation Unit 105008

	Class Code	Position Title	Position Number	Position Increase/Decrease	Revised Total FTE
From	14C30	Management Analyst II	0001	(1.0)	0.0
To	14C31	Management Analyst III	0001	1.0	1.0

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

Resolution No.-_____

a. Amend the FY 2026-27 County Administrative Office Adopted Budget (1001-105008) to approve the reallocation and reclassification of one (1) Management Analyst I to one (1) Management Analyst II and one (1) Management Analyst II to one (1) Management Analyst III as indicated in Attachment A, effective in the current pay period beginning August 22, 2026; and,
b. Direct the County Administrative Office and the Auditor-Controller to incorporate the approved position changes in the FY 2026-27 Adopted Budget and the Human Resources Department to implement the changes in the Advantage Human Resources Management (HRM) system.

WHEREAS, the County Administrative Office's Homelessness Strategies and Initiatives Division completed Requests to Classify (RTCs) one Management Analyst I position to a Management II and one Management II position to a Management Analyst III; and,

WHEREAS, the duties assigned to the Management Analyst I and II positions now require advanced analytical expertise, independent judgment, project leadership, and coordination of complex initiatives involving multiple jurisdictions and community partners; and,

WHEREAS, aligning the classifications of these positions with the level and complexity of work performed is necessary to ensure continuity of operations, maintain compliance with funding and reporting requirements, and support effective contract and program administration; and,

WHEREAS, the Human Resources Department has reviewed and approved the associated RTCs; and,

WHEREAS, to implement the recommendations, the action requires the FY 2026-27 budget to be amended.

NOW, THEREFORE, BE IT RESOLVED, the County of Monterey Board of Supervisors hereby:

1. The FY 2026-27 County Administrative Office Adopted Budget (1001-105008) is amended to reallocate and approve the reclassification of one (1) Management Analyst I to one (1) Management Analyst II, and one (1) Management Analyst II to one (1) Management Analyst III as indicated in Attachment A, effective in the pay period beginning August 22, 2026; and,
2. The County Administrative Office and the Auditor-Controller are directed to incorporate the approved position changes in the FY 2026-27 Adopted Budget

and the Human Resources Department is directed to implement the changes in the Advantage Human Resources Management (HRM) system.

PASSED AND ADOPTED by the Board of Supervisors of the County of Monterey, this __ day of August, 2026, 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: 8/7/2026

Current Status: General Government - Consent

Version: 1

Matter Type: General Agenda Item

a. Authorize the Director of Human Resources Department, or designee, to execute a Student Intern Placement Agreement between California State University, Northridge and the County of Monterey for placement of students in the Health Department under the Behavioral Health Bureau (BHB) to complete their field practicum experiences, for the term of the date it is fully executed through June 30, 2030; and;
b. Approve non-standard risk provisions in the Agreement as recommended by the Director of Human Resources Department.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

a. Authorize the Director of Human Resources Department, or designee, to execute a Student Intern Placement Agreement between California State University, Northridge and the County of Monterey for placement of students in the Health Department under the Behavioral Health Bureau (BHB) to complete their field practicum experiences, for the term of the date it is fully executed through June 30, 2030; and;
b. Approve non-standard risk provisions in the Agreement as recommended by the Director of Human Resources Department.

SUMMARY:

The Countywide Internship Program ("Internship Program") was authorized by the Board of Supervisors on July 17, 2017. The Master Student Placement Agreement was authorized by the Board of Supervisors, July 16, 2021, and renewed on July 8, 2025. The primary objectives of the program are to promote student awareness of the diversity of County careers, enhance education and training for the local student population, strengthen overall recruitment of a future workforce, and augment and support a wide range of County functions through avoided cost. This agreement between the County and California State University, Northridge will allow students gain experience while achieving their goals and creating a pipeline for future career professionals.

DISCUSSION:

Authorize the Director of Human Resources Department, or designee, to execute a Student Intern Placement Agreement from the date it is fully executed, through June 30, 2030, between the California State University, Northridge and the County of Monterey. The agreement will allow the County to provide current best practices to students who would like to gain skill and knowledge toward their desired career path. This partnership ensures the County can sustain well-trained workforce

dedicated to meeting the needs of Monterey County's diverse community.

OTHER AGENCY INVOLVEMENT:
County Counsel has reviewed and approved this agreement as to form.

FINANCING:
There is no financial impact associated with the proposed action.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The proposed recommended actions demonstrate the County's commitment in recruiting, retaining, and attracting a diverse, talented workforce that supports the mission of the County of Monterey.

__ Well-Being and Quality of Life
__ Sustainable Infrastructure for the Present and Future
__ Safe and Resilient Communities
__ Diverse and Thriving Economy
✓ Dynamic Organization and Employer of Choice

Prepared by: Michael Rosales, Management Analyst II
Approved by: Andreas Pyper, Director of Human Resources

Attachments:
Master Student Intern Placement Agreement with California State University, Northridge and County of Monterey

Introduced: 8/7/2026

Current Status: General Government - Consent

Version: 1

Matter Type: General Agenda Item

a. Authorize the Director of Human Resources Department, or designee, to execute a Student Intern Placement Agreement between California State University, Northridge and the County of Monterey for placement of students in the Health Department under the Behavioral Health Bureau (BHB) to complete their field practicum experiences, for the term of the date it is fully executed through June 30, 2030; and;
b. Approve non-standard risk provisions in the Agreement as recommended by the Director of Human Resources Department.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

a. Authorize the Director of Human Resources Department, or designee, to execute a Student Intern Placement Agreement between California State University, Northridge and the County of Monterey for placement of students in the Health Department under the Behavioral Health Bureau (BHB) to complete their field practicum experiences, for the term of the date it is fully executed through June 30, 2030; and;
b. Approve non-standard risk provisions in the Agreement as recommended by the Director of Human Resources Department.

SUMMARY:

The Countywide Internship Program ("Internship Program") was authorized by the Board of Supervisors on July 17, 2017. The Master Student Placement Agreement was authorized by the Board of Supervisors, July 16, 2021, and renewed on July 8, 2025. The primary objectives of the program are to promote student awareness of the diversity of County careers, enhance education and training for the local student population, strengthen overall recruitment of a future workforce, and augment and support a wide range of County functions through avoided cost. This agreement between the County and California State University, Northridge will allow students gain experience while achieving their goals and creating a pipeline for future career professionals.

DISCUSSION:

Authorize the Director of Human Resources Department, or designee, to execute a Student Intern Placement Agreement from the date it is fully executed, through June 30, 2030, between the California State University, Northridge and the County of Monterey. The agreement will allow the County to provide current best practices to students who would like to gain skill and knowledge toward their desired career path. This partnership ensures the County can sustain well-trained workforce

dedicated to meeting the needs of Monterey County's diverse community.

OTHER AGENCY INVOLVEMENT:
County Counsel has reviewed and approved this agreement as to form.

FINANCING:
There is no financial impact associated with the proposed action.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The proposed recommended actions demonstrate the County's commitment in recruiting, retaining, and attracting a diverse, talented workforce that supports the mission of the County of Monterey.

__ Well-Being and Quality of Life
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__ Safe and Resilient Communities
__ Diverse and Thriving Economy
✓ Dynamic Organization and Employer of Choice

Prepared by: Michael Rosales, Management Analyst II
Approved by: Andreas Pyper, Director of Human Resources

Attachments:
Master Student Intern Placement Agreement with California State University, Northridge and County of Monterey

Introduced: 7/28/2026

Current Status: General Government - Consent

Version: 1

Matter Type: General Agenda Item

a. Authorize the Director of Human Resources Department, or designee, to execute a Student Intern Placement Agreement between Loma Linda University and the County of Monterey for placement of students in the Health Department under the Behavioral Health Bureau (BHB) to complete their field practicum experiences, for the term of August 17, 2026 through June 30, 2030; and;
b. Approve non-standard risk provisions in the Agreement as recommended by the Director of Human Resources Department.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

a. Authorize the Director of Human Resources Department, or designee, to execute a Student Intern Placement Agreement between Loma Linda University and the County of Monterey for placement of students in the Health Department under the Behavioral Health Bureau (BHB) to complete their field practicum experiences, for the term of August 17, 2026 through June 30, 2030; and;
b. Approve non-standard risk provisions in the Agreement as recommended by the Director of Human Resources Department.

SUMMARY:

The Countywide Internship Program ("Internship Program") was authorized by the Board of Supervisors on July 17, 2017. The Master Student Placement Agreement was authorized by the Board of Supervisors, July 16, 2021, and renewed on July 8, 2025. The primary objectives of the program are to promote student awareness of the diversity of County careers, enhance education and training for the local student population, strengthen overall recruitment of a future workforce, and augment and support a wide range of County functions through avoided cost. This agreement between the County and Loma Linda University will allow students gain experience while achieving their goals and creating a pipeline for future career professionals.

DISCUSSION:

Authorize the Director of Human Resources Department, or designee, to execute a Student Intern Placement Agreement from August 17, 2026, through June 30, 2030, between the Loma Linda University and the County of Monterey. The agreement will allow the County to provide current best practices to students who would like to gain skill and knowledge toward their desired career path. This partnership ensures the County can sustain well-trained workforce dedicated to meeting the needs of Monterey County's diverse community.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed and approved this agreement as to form.

FINANCING:
There is no financial impact associated with the proposed action.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The proposed recommended actions demonstrate the County's commitment in recruiting, retaining, and attracting a diverse, talented workforce that supports the mission of the County of Monterey.

__ Well-Being and Quality of Life
__ Sustainable Infrastructure for the Present and Future
__ Safe and Resilient Communities
__ Diverse and Thriving Economy
✓ Dynamic Organization and Employer of Choice

Prepared by: Michael Rosales, Management Analyst II
Approved by: Andreas Pyper, Director of Human Resources

Attachments:
Master Student Intern Placement Agreement with Loma Linda University and County of Monterey

Docusign Envelope ID: FD6A58A6-2D52-8482-80C1-2F908B618FB4

MASTER STUDENT PLACEMENT AGREEMENT BETWEEN THE COUNTY OF MONTEREY AND CALIFORNIA STATE UNIVERSITY, NORTHRIDGE

This Agreement is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and California State University, Northridge (hereinafter "Institution").

I. GENERAL DESCRIPTION

A. Institution is committed to service in the community and applied learning experiences for student participants. This is accomplished both through field education and service-learning requirement. Field education and service learning involve the completion of internship or externship assignments in the local community that tie meaningful learning experiences directly to course content. Through reflective activities, service, and field seminars, student participants enhance their understanding of course content, sense of civic responsibility, self-awareness, professional development and commitment to the community.

B. The mission of the County is to excel at providing quality services for the benefit of all Monterey County residents while developing, maintaining and enhancing the resources of the region.

C. County and Institution recognize the opportunity for meaningful learning experiences for student participants and the County. Institution supports the goals and objectives of the County program in which the student participants will participate.

The parties agree as follows:

II. INSTITUTION'S RESPONSIBILITIES

A. Student Participant Profile. Institution shall make available to County a field application student participant profile which shall include the student participant's name, address, telephone number, other pertinent information, subject to the provisions of Federal Education Rights and Privacy Act (FERPA) (the "Buckley Amendment"), 20 USC Section 1232g. The County shall review student participant applications and select student participants for internship with the County. Each student participant shall be responsible for submitting his or her student participant profile before the Program training period begins. County shall regard this information as confidential and shall use the information only to identify each student participant.

B. Schedule of Assignments. Institution shall notify County designated staff of student participant assignment, including the name of the student participant, level of academic preparation, and length and dates of proposed experience. The maximum number of student participants shall be mutually agreed by the parties. The starting date and length of each Program training period shall be mutually agreed by the parties.

C. Program Coordinator. Institution shall designate a point of contact to coordinate with County's designee in planning the Program to be provided to student participants.

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D. Records. Institution shall maintain all personnel records for its staff and all academic records for its participating students. County will ensure any records kept for student participant performance are sent to the Institution as proof of student participant accomplishments.

E. Student Participant Qualifications. Institution shall ensure appropriate health and safety training is provided to all participating students on a regular basis, in accordance with prevailing Federal and State laws and regulations. Institution shall require that each student participant designated by Institution for clinical and/or practicum experience under this Agreement shall meet the minimum qualifications for a student participant in the designated Program. Additionally, if the student participant's placement is in a setting where he or she is occupationally exposed to blood or other potentially infectious materials, Institution shall ensure that: (i) all student participants have documented training to meet Occupational Safety and Health Administration (OSHA) Regulations on occupational Exposure to Blood-borne Pathogens prior to the beginning of the internship experience; and (ii) each student participant assigned to the County meet the County's requirements, see Exhibit A. Where Institution maintains any and all records of such testing, such records shall be made available to County upon request.

F. Health Insurance. Institution shall ensure each student participant has his or her own health insurance if not provided by the Institution.

G. Student Participant Responsibilities. Institution shall notify student participants in the program that they are responsible for:

1. Complying with County's administrative policies, procedures, rules and regulations, as outlined in Exhibit A of this Agreement;

2. Participate in all trainings required by the County;

3. Exhibit professional, ethical and appropriate behavior when participating in the Program;

4. Arranging for their own transportation and living arrangements;

5. Assuming responsibility for personal illnesses, necessary immunizations, tuberculin tests, annual health examinations and other requirements as may be identified by the County (refer to Exhibit A for County training requirements);

6. Maintaining the confidentiality of County's patient/customer/client information as appropriate and required under pertinent law;

   a. No student participant shall have access to or have the right to receive any medical record, except when necessary, in the regular course of the practicum experience. The discussion, transmission, or narration in any form by student participants of any individually identifiable patient information, medical or otherwise, obtained in the course of the Program is forbidden except as a necessary part of the practical experience.

   b. Neither the Institution nor its employees or agents shall be granted access to individually identifiable information unless the patient has first given consent using a form approved by County that complies with applicable state and federal law and its implementing regulations.

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c. County shall reasonably assist student participants in obtaining patient consent in appropriate circumstances when applicable. In the absence of consent, student participants shall use de-identified information only in any discussions about the clinical experience with Institution, its employees, or agents.

7. Complying with Departmental dress standards and wearing name badges identifying themselves as Student Intern, if specified by County;

8. Complete all assigned tasks and responsibilities in a timely and efficient manner;

9. Insurance requirements. See Section VIII.

H. Field Experience Plan. Institution shall assist in establishing a plan/learning agreement for the field experience by mutual agreement between the County's representative and the Institution's Field Faculty representative and the student participant.

I. Field Conference. Institution may facilitate periodic conferences between appropriate representatives of the Field Faculty and County to evaluate the field experience program provided under this Agreement.

III. COUNTY'S RESPONSIBILITIES

A. Field Experience. At the County's discretion, County shall accept from Institution the participating student and shall provide the student participant with a supervised field experience.

B. County Designee. County shall designate a member of its staff to participate with Institution's designee in planning, implementing, and coordinating the Program. County shall notify the Institution in advance of any change in the County's personnel appointments that may affect the student participant field program.

C. Student Participant's Supervisor. County shall identify the student participant's supervisor, who agrees to meet with the student participant regularly to facilitate the student participant's learning experience; provide support; review progress on assigned tasks; verify service hours; give feedback and be responsible for the safety and supervision of student participant while on County premises.

D. Student Participant Orientation. County shall provide an orientation that includes: a site tour; an introduction to staff relevant to the student participant's experiential learning activities; a description of the characteristics of and risks associated with the County's operations, services and/or clients; a discussion concerning safety policies and emergency procedures; and information detailing where student participants check-in and how they log their time.

E. Training. County shall provide student participant with a written description of the student participant's tasks and responsibilities and provide appropriate training, equipment, materials and work area for student participants prior to student participants performing assigned tasks or working with the County's clients.

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F. Background Checks and Health Screening Tests. County shall inform student participants if there is a need for a background check, fingerprinting and/or a health screening test (such as tuberculosis test); and if yes, obtain the student participant's fingerprints, background check and/or health screening results; and maintain the confidentiality of any results as required by federal and state law.

G. Access to Facilities. County shall permit student participants enrolled in the Program access to County facilities as appropriate and necessary for their Program, provided that the student participants' presence shall not interfere with County's activities.

H. Records and Evaluations. County shall maintain records and reports on student participants' performance under the Program and provide an evaluation to Institution on forms the Institution shall provide.

I. Withdrawal of Student Participants. County shall have the right to immediately terminate a student participant's placement/assignment if he or she, in the judgment of the County, is not participating satisfactorily or fails to follow the County's administrative policies, procedures, rules and regulations, including but not limited to rules pertaining to appropriate behavior, Departmental dress and/or hygiene standards. County shall immediately notify the student participant and the Institution in writing. The student participant and representative(s) of the Institution may meet with the County to determine whether the student participant will be reinstated in the internship assignment at the County, and if so, upon terms and conditions determined by Cunty to be appropriate.

J. Emergency Health Care/First Aid. County shall, on any day when a student participant is receiving training at its facilities, ensure student participant has access to emergency health care or first aid for accidents occurring in its facilities, at Institution and/or student participant's expense, and provide prompt notification (within 24 hours) to the Institution of any such occurrence.

K. County's Confidentiality Policies. As trainees, student participants shall be considered members of County's "workforce," as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103 and shall be subject to County's policies respecting confidentiality of medical information. If Institution suspects a breach of any of these policies, Institution must notify the Departmental Privacy Officer immediately. Notwithstanding any provision of this Agreement to the contrary, in the event of a breach of this Section, the County of Monterey shall have the right to seek direct damages to the Institution.

L. Health and Safety Hazards. The County will notify the Institution contact listed in the specific student participant's Learning Agreement as soon as possible of any unusual and/or uncontrolled health and safety hazards and/or incidents of violence that occur at the County facilities accessed by the student participant during the contract period.

IV. COMPENSATION FOR SERVICES

There shall be no monetary obligation on the County or the Institution, one to the other.

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V. TERM AND TERMINATION

A. Term. The term of this Agreement is from **the date it is fully executed** to **June 30, 2030**, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both Institution and County and with County signing last.

B. Renewal. This Agreement may be renewed by mutual agreement in writing.

C. Termination. This Agreement may be terminated at any time by the written agreement or upon a thirty (30)-day advance written notice by one party to the other.

VI. AFFIRMATIVE ACTION AND NON-DISCRIMINATION

The parties agree that all student participants receiving field education training pursuant to this Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, gender identity, sexual orientation, age, veteran status, or other legally protected status.

VII. STATUS OF STUDENT PARTICIPANTS

Institution represents that the student participants enrolled in the Program are in attendance for educational purposes, and such student participants are not considered employees of Institution or of the County for any purpose, including, but not limited to, payroll taxes, withholdings, compensation for services, welfare and pension benefits, or workers' compensation insurance. Student participants are considered members of County's "workforce" for purposes of HIPAA compliance and County policies and procedures. If the student participant is a paid employee of the County, he or she will be covered under the County's insurance policies, including Workers' Compensation, to the extent available to other employees.

VIII. INSURANCE

A. The Institution and County mutually agree that each shall provide and maintain commercial general liability insurance acceptable to both parties in the minimum amounts of $1,000,000 per occurrence and $3,000,000 general aggregate. Each shall be responsible for providing the other with a Certificate of Insurance evidencing the required coverage prior to execution of this agreement.

B. The parties shall each further secure and maintain at all times during the term of this Agreement, at their respective sole expense, professional liability insurance covering themselves and their respective employees. Such coverage provided by the Institution and County may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least $1,000,000 per claim or occurrence and $3,000,000 in the aggregate.

C. The Institution shall maintain or shall cause each student participant to maintain professional liability, public liability and property damage insurance in the amount of $1,000,000 for any single occurrence and a minimum of $3,000,000 in the aggregate during the student participant's supervised field experience. The Institution shall furnish proof of such insurance

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coverage prior to execution of this agreement. In addition, Institution shall maintain in effect throughout term of this agreement a policy or policies of insurance with the following minimum limits of liability:

1. Workers' Compensation Insurance, 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 occurrence, for its covered employees.

D. Except for a ten (10) day notice of non-payment of insurance premium, the Institution and the County will require 30 days written notice if the insurance policy is canceled, non- renewed, or coverage/limits that are reduced or materially altered.

IX. INDEMNIFICATION.

A. The Institution shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "County"), its officers, agents, employees, or subcontractors from any claim, liability, loss, injury or damage arising out of, or in connection with, the performance of this Agreement by the Institution officers, agents, employees or subcontractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of County and/or its officers, agents, employees and subcontractors. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Institution shall reimburse the County for all costs, reasonable attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Institution is obligated to indemnify, defend and hold harmless the County under this Agreement.

B. The County shall indemnify, defend, and hold harmless the Institution, its students, officers, agents, employees, and subcontractors from any claim, liability, loss, injury or damage arising out of, or in connection with, the performance of this Agreement by the County and/or its officers, agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of the Institution and/or its students, student participants, officers, agents, employees and subcontractors. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the Institution. The County shall reimburse the Institution for all costs, reasonable attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the County is obligated to indemnify, defend and hold harmless the Institution under this Agreement.

X. MISCELLANEOUS PROVISIONS

A. Amendments. In order to ensure compliance with HIPAA, the following provisions of this Agreement shall not be subject to amendment by any means during the term of this Agreement or any extensions: Section II, Paragraph G, subdivisions 6.a), 6.b), and 6.c); Section III, Paragraph I; Section III, Paragraph K, to the extent it provides that student participants are members of County's "workforce" for purposes of HIPAA; and Section VII. This Agreement may otherwise be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be reduced to writing and signed by the parties.

B. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in

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violation of this paragraph shall be void.

C. Attorney's Fees. In the event that any action is brought by either party to enforce or interpret the terms of this Agreement, each party shall bear its own attorney's fees and costs.

D. Captions. Captions and headings in this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement or any of its provisions.

E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

F. Entire Agreement. This Agreement is the entire agreement between the parties. No other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.

G. Governing Law. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

H. Notices. Notices required under this Agreement shall be delivered personally or by first- class, postage prepaid mail to the County and Institution's contract administrators at the addresses listed below:

FOR COUNTY:	**FOR INSTITUTION:**
Andreas Pyper Director of Human Resources	Maria Melissa Y. Atienza Contracts Specialist, Purchasing & Contract Administration
Name and Title	*Name and Title*
168 W. Alisal Street, 3rd Floor Salinas, CA 93901	18111 Nordhoff St. Northridge, CA 91330-82331
Address	*Address*
(831) 755-5043	(818) 677-2069
Phone	*Phone*

Docusign Envelope ID: FD6A58A6-2D52-8482-80C1-2F908B618FB4

XI. EXECUTION

By signing below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their signature is made.

EDUCATIONAL INSTITUTION

By: DocuSigned by: Maria Melissa Y Atienza 3474ABF1E7A448D...

Name: Maria Melissa Y Atienza

Title: Contracts Specialist, Purchasing & Contract Administration

Date: 8/5/2026 | 10:57 AM PDT

COUNTY OF MONTEREY

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO LEGAL FORM:

By: Signed by: Janet Holmes C1FBBD3B2F6345B...
County Counsel

Date: 8/5/2026 | 11:10 AM PDT

APPROVED AS TO LIABILITY PROVISIONS:

By: DocuSigned by: David Bolton 3E7A6EF11D8A46...
Risk Management

Date: 8/5/2026 | 11:05 AM PDT

Docusign Envelope ID: FD6A58A6-2D52-8482-80C1-2F908B618FB4

County of Monterey Internship Program

County of Monterey - Human Resources Department
168 West Alisal Street, 3rd Floor, Salinas, CA 93901
Phone: (831) 755-5115 Fax: (831) 757-5792

AKNOWLEDGEMENT FORM

The County of Monterey policies listed below are checked to indicate their pertinence to this specific internship. The County of Monterey reserves the right to amend the policies below and add additional as needed. Acknowledged receipt is required prior to commencement of the internship.

- ☐ Drug-Free Workplace Policy
- ☐ Workplace Violence Policy
- ☐ HIV/AIDS Policy
- ☐ Asbestos Notification
- ☐ Vehicle Use Policy (completion of County's on-line driving safety course required)
- ☐ Civil Rights Office Policies
- ☐ Smoke-Free Policy
- ☐ Information Technology Appropriate Use Policy
- ☐ Confidentiality Acknowledgement
- ☐ Protected Information Policy
- ☐ Authorization to Release Information
- ☐ Fingerprinting Authorization
- ☐ TB Test Form
- ☐ Vaccination Records
- ☐ Health Examination
- ☐ Chest X-rays
- ☐ Other

I acknowledge that I have received the above applicable County of Monterey policies and that I understand and agree to comply with the conditions specified therein.

_____ _____
Intern's Name (Print) Date

_____
Intern's Signature

Docusign Envelope ID: FD6A58A6-2D52-8482-80C1-2F908B618FB4

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/1/2026

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	CONTACT NAME:	
Alliant Insurance Services, Inc. 560 Mission Street, 6th Floor San Francisco, CA 94105	PHONE (A/C, No, Ext): 415-403-1400	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Lloyds of London	
INSURED The California State University (CSU) 401 Golden Shore, 5th Floor Long Beach, CA 90802	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 125162500 **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. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY**			B1820WLS26A036	7/1/2026	7/1/2027	EACH OCCURRENCE	$ 2,000,000
	X CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 25,000
							MED EXP (Any one person)	$ 25,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	X POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:						Sex Abuse/Molest.	$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ 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 $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Student Professional Liability Insurance Program (SPLIP)			B1820WLS26A036	7/1/2026	7/1/2027	$2,000,000 $4,000,000	Each Claim Policy Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIS CERTIFICATE IS PROVIDED FOR EVIDENCE ONLY. General Liability and Professional Liability coverage is provided on a claims-made basis including a 3 year extended reporting period. Coverage extends to students enrolled in covered academic courses. Coverage extends to any affiliate institution to whom the Named Insured is obligated by written agreement to add as Additional Insured. Coverage applies only when there exists a written agreement between the University and the affiliate institution, which is executed prior to an incident giving rise to a claim for a covered loss.

CERTIFICATE HOLDER

EVIDENCE OF COVERAGE

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

David T. Howell

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CERTIFICATE OF COVERAGE

DATE (MM/DD/YYYY) 6/29/2026

PRODUCER

Alliant Insurance Services, Inc.
560 Mission Street, 6th Floor
San Francisco CA 94105

NAMED COVERED PARTY

CSU, Northridge
18111 Nordhoff Street
Northridge CA 91330-8355

THIS CERTIFICATE IS ISSUED AS A MATTER OF EVIDENCE 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 MEMORANDUM(S) OF COVERAGE BELOW.

THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING COVERAGE PROVIDER, AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: IF THE CERTIFICATE HOLDER IS AN ADDITIONAL COVERED PARTY, THE MEMORANDUM OF COVERAGE MUST BE ENDORSED. A STATEMENT ON THIS CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).

IMPORTANT: IF SUBROGATION IS WAIVED, SUBJECT TO THE TERMS AND CONDITIONS OF THE MEMORANDUM(S) OF COVERAGE AN ENDORSEMENT MAY BE REQUIRED. A STATEMENT ON THE CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).

PROGRAM AFFORDING COVERAGE

A: CSURMA

B:

C:

COVERAGES

THIS IS TO CERTIFY THAT THE COVERAGE IS AFFORDED TO THE ABOVE NAMED MEMBER, AS PROVIDED BY THE MEMORANDUM(S) OF COVERAGE, FOR THE PERIOD SHOWN BELOW, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE PROGRAM DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUM(S) OF COVERAGE. THE FOLLOWING COVERAGE IS IN EFFECT.

JPA LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE (MM/DD/YY)	COVERAGE EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR [X] Contractual Liab [X] SIR $750,000 GEN'L AGGREGATE LIMIT APPLIES PER: [ ] MEMORANDUM [ ] PROJECT [ ] LOC	CSURMA-LIAB-2627	7/1/2026	7/1/2027	EACH OCCURRENCE	$ 2,000,000
					FIRE DAMAGE (Any one fire)	$ 2,000,000
					MED EXPENSE (Any one person)	$ Excluded
					PERSONAL & ADV INJURY	$ 2,000,000
					GENERAL AGGREGATE	$ 4,000,000
					PRODUCTS-COMP/OP AGG	$ 4,000,000
					Sexual Abuse	$2,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
						$
A	**WORKERS' COMPENSATION AND EMPLOYERS LIABILITY** ANY PROPRIETOR/PARTNER/ EXECUTIVE/OFFICER/MEMBER EXCLUDED? IF YES, DESCRIBED UNDER SPECIAL PROVISION BELOW	CSURMA-WC-2627	7/1/2026	7/1/2027	[X] WC STATUTORY LIMITS [ ] OTHER	
					E.L. EACH ACCIDENT	$ 1,000,000
					E.L. DISEASE – EA EMPLOYEE	$ 1,000,000
					E.L. DISEASE – POLICY LIMIT	$ 1,000,000
	OTHER					
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL/PROVISIONS

Note: Workers' Compensation Coverage is provided as evidence only.
Evidence of coverage only.

CERTIFICATE HOLDER

Evidence of Coverage Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUM(S) OF COVERAGE BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUM(S) OF COVERAGE PROVISIONS.

AUTHORIZED REPRESENTATIVE David T. Howell

Introduced: 8/3/2026

Current Status: Public Works, Facilities & Parks - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve Professional Services Agreement (PSA) with CONSOR North America, Inc. to provide bridge design services for the Boronda Road Bridge Replacement Project located in Carmel Valley, County Project #1181, Federal Project #BPMPL-5943(150), Request for Proposals (RFP) #10964, for an initial term of three years effective August 18, 2026 to August 17, 2029, with the option to extend the term for two additional one-year periods, for an amount not to exceed $835,000;
b. Approve additional term extensions for the PSA beyond the anticipated five-year term of RFP #10964 with no change in the scope of work or increase to the dollar amount to allow continuity of services initiated during the anticipated five-year term of the PSA, subject to review and approval as to form by the Office of the County Counsel; and
c. Authorize the Director of Public Works, Facilities and Parks or their designee to execute the PSA and future amendments to the PSA where the amendments do not significantly alter the scope of work or increase the amount by more than 10% ($83,500) of the original approved PSA amount of $835,000 bringing the potential overall aggregate not to exceed amount to $918,500 subject to review and approval as to form by the Office of the County Counsel and as to fiscal provisions by the Auditor-Controller's Office.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

a. Approve Professional Services Agreement (PSA) with CONSOR North America, Inc. to provide bridge design services for the Boronda Road Bridge Replacement Project located in Carmel Valley, County Project #1181, Federal Project #BPMPL-5943(150), Request for Proposals (RFP) #10964, for an initial term of three years effective August 18, 2026 to August 17, 2029, with the option to extend the term for two additional one-year periods, for an amount not to exceed $835,000;
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SUMMARY:
The County of Monterey, Department of Public Works, Facilities and Parks (PWFP) has identified a need for bridge design services for the Boronda Road Bridge Replacement Project (Project).

The recommended actions will establish a Professional Services Agreement (PSA) with CONSOR North America, Inc. (CONSOR) to provide bridge design services for the Project. In general, CONSOR's scope of work includes preparing construction plans and specifications for the removal of the existing one lane bridge, construct new two-lane bridge, guard rail, street lighting, street paving, stripping of road, temporary access bridge and relocation of utilities.

DISCUSSION:
On December 8, 2025, PWFP solicited Proposals from qualified consultants through Request for Proposals (RFP) #10964 for bridge design services for the Project. On January 29, 2026, PWFP received proposals from six consultants. The proposals were subjected to a competitive selection process that was conducted in accordance with County policies and State and Federal laws under RFP #10964. As a result of this competitive process, CONSOR was selected as the most qualified consultant.

Board of Supervisors (Board) approval would allow for the issuance of a PSA between the County and CONSOR to provide bridge design services for the Project, for an initial term of three years effective August 18, 2026 to August 17, 2029, with the option to extend the term for two additional one-year periods, for an amount not to exceed $835,000.

Attachments A through C are provided for reference and include a draft of the proposed PSA, Project Budget, and Location Map. Attachments D through F include RFP #10964 and Addendums No. 1 and No. 2 to RFP #10964.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Office of the County Counsel, including Risk Management, and the Auditor-Controller's Office have reviewed and approved the PSA as to form, and liability and fiscal provisions, respectively.

FINANCING:
The total estimated cost of the Project, including design engineering, environmental, right of way, utilities and construction is $9,080,143. The County has secured the majority of Project funds in the amount of $7,611,270 from the Highway Bridge Program (HBP) and the remainder in the amount of $1,468,873 will be funded by Measure X funds. Please refer to Attachment B, Project Budget, for further details.

As shown, the Project budget for Design Engineering and Environmental Services is $1,350,143. PWFP staff directed CONSOR to perform these services in two phases: Phase 1 - Preliminary Engineering, for an amount not to exceed $358,910, and Phase 2 - Final Design, for an amount not to exceed $476,090, for a combined total amount not to exceed $835,000 for the PSA. Phase 3 - Construction is included in the PSA as an optional phase. The costs associated with the PSA are anticipated to be incurred over the next four fiscal years (FYs): 2026-27, 2027-28, 2028-29, and

2029-30.

This Project is included in the County's current 5-Year Capital Improvement Program and Annual Work Program for Road Fund. Work on Phase 1 of the Project will begin immediately upon execution of the PSA. There are sufficient appropriations adopted in the FY 2026-27 Road Fund 1201, Unit 320015, Appropriation Unit PFP113 to finance Phase 1 of the Project. Once complete funding is secured for future phases of the Project (Phase 2 and Phase 3), the County will issue notice(s) to proceed to CONSOR. If necessary, additional actions will be brought forward to the Board after funding has been identified.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The recommended action aligns with the Board's Strategic Plan Goals for Sustainable Infrastructure, both now and in the future. The Project's bridge design services, including bridge removal and replacement, are focused on widening the bridge to provide an additional travel lane and shoulder width, thereby enhancing the safety, functionality, and longevity of the County's infrastructure.

___ Well-Being and Quality of Life
_X_ Sustainable Infrastructure for the Present and Future
___ Safe and Resilient Communities
___ Diverse and Thriving Economy

Prepared by: Edgard Rizo, Assistant Engineer, (831) 755-5158
Dalia Mariscal-Martinez, Management Analyst III
Reviewed by: Armando Fernandez, PE, Senior Civil Engineer
J. Erich Rauber, PE, GE Senior Civil Engineer
Enrique Saavedra, PE, Chief of Public Works
Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks

Attachments:
Attachment A - Proposed PSA with CONSOR North America, Inc.
Attachment B - Project Budget
Attachment C - Location Map
Attachment D - RFP #10964
Attachment E - Addendum No. 1 to RFP #10964
Attachment F - Addendum No. 2 to RFP #10964

Introduced: 8/3/2026
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

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___ Well-Being and Quality of Life
_X_ Sustainable Infrastructure for the Present and Future
___ Safe and Resilient Communities
___ Diverse and Thriving Economy

Prepared by: Edgard Rizo, Assistant Engineer, (831) 755-5158
Dalia Mariscal-Martinez, Management Analyst III
Reviewed by: Armando Fernandez, PE, Senior Civil Engineer
J. Erich Rauber, PE, GE Senior Civil Engineer
Enrique Saavedra, PE, Chief of Public Works
Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks

Attachments:
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Attachment B - Project Budget
Attachment C - Location Map
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Attachment E - Addendum No. 1 to RFP #10964
Attachment F - Addendum No. 2 to RFP #10964

Attachment A

Docusign Envelope ID: BC27599F-6233-8DB7-8397-393DBFCEACEA

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 (hereinafter "County") and:
CONSOR North America, Inc.,
(hereinafter "CONTRACTOR").

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

1. **SERVICES TO BE PROVIDED.** The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The services are generally described as follows:
Provide
Bridge Design Services for the Boronda Road Bridge Replacement Project, Request for Proposals (RFP) #10964

2. **PAYMENTS BY COUNTY.** County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A,** subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of $ 835,000.00.

3. **TERM OF AGREEMENT.** The term of this Agreement is from August 18, 2026 to August 17, 2029, 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
Exhibit B Federal Provisions
Exhibit C Incorporation of RFP #10964, Addendums No. 1 and 2 to RFP #10964, and Proposal Documents

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

Docusign Envelope ID: BC27599F-6233-8DB7-8397-393DBFCEACEA

Initial MGP

All services will be performed with the care and skill ordinarily used by members of the CONTRACTOR's profession practicing under similar circumstances at the same time and in the same locality.

8/3/2026 | 10:08 AM PDT

DS MGP 7/31/2026 | 5:17 PM EDT
Contractor's Initials/Date

Initial 7/31/2026 | 1:47 PM EDT
Contractor's Initials/Date

under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements. ^

5.03. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6. PAYMENT CONDITIONS.

6.01. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to County. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as the County may require. The Contract Administrator or his or her designee shall certify the invoice; either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

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

7. TERMINATION.

7.01. During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02. The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

8. INDEMNIFICATION.

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

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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.

8.02 Indemnification for Design Professional Services Claims: (defense obligation or)
CONTRACTOR shall indemnify, defend and hold harmless County, its officers, officlias, agents,employees, and volunteers from and against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR, its officers, officials. employees, agents, volunteers or subcontractors, in the performance of design professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or willful misconduct of County, or defect in a design furnished by 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 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 County, its officers, officials, agents, employees and volunteers from and 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 officers, officials, employees, agents, volunteers, or subcontractors, excepting only liability arising from the sole negligence, or willful misconduct of County, or defect in a design furnished by 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.

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Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

9.03 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include 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 Insurance Waiver of Subrogation:
The Workers' Compensation Insurance policy required hereunder shall be endorsed to state that the Workers' Compensation Insurance 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 Insurance, CONTRACTOR hereby agrees to waive its right of subrogation against County, its officers, officials, employees, agents, or volunteers.

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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 (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 County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10. RECORDS AND CONFIDENTIALITY.

10.01 Confidentiality. CONTRACTOR and its officers, officials, employees, agents, volunteers, 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 receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

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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 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), 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, 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 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

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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 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. **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
Edgard E. Rizo, EIT
Name
Assistant Engineer
Title
1441 Schilling Place, 2nd Floor, Salinas, CA 93901
Address
(831) 755-5158
Phone

FOR CONTRACTOR
Tyler Eaton, PE
Name
Senior Engineer
Title
2868 Prospect Park Drive, Suite 250, Rancho Cordova, CA 95670
Address
(916) 368-9181
Phone

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, officials, employees, agents, volunteers, and subcontractors 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 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, 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.

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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.

********** 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:
County Purchasing Agent[1]
Date:
By:
Department Head (if applicable)
Date:
Approved as to Form Office of the County Counsel,[2] Susan K. Blitch, County Counsel
By: Signed by: Mary Grace Perry, Deputy County Counsel C83342707AC641...
County Counsel
Date: 8/3/2026 | 10:08 AM PDT
Approved as to Fiscal Provisions[3]
By: DocuSigned by: Patricia Ruiz E79EF04E07454F8...
Auditor-Controller
Date: 8/3/2026 | 9:42 AM PDT
Reviewed as to Liability Provisions[4] Office of the County Counsel-Risk Management
By: DocuSigned by: David Bolton 3EZA6EF11ID8446...
David Bolton, Risk Manager
Date: 7/31/2026 | 3:35 PM PDT

CONTRACTOR
CONSOR North America, Inc.
Contractor/Business Name*
By: DocuSigned by: Mark L. Reno E8733F3DA78F4A5...
Date: 7/31/2026 | 5:17 PM EDT
(Signature of Chair, President, or Vice-President)
Mark L. Reno, Vice President
Name and Title
By: Signed by: 796A4D0F8EBD4B2...
Date: 7/31/2026 | 1:47 PM EDT
Mindy Shimanek, Secretary
Name and Title (Signature of Secretary, Assist. Secretary, CFO, Treasurer or Assist. Treasurer)

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. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign.

1Approval by the County Purchasing Agent or designee is required.
2Approval by the office of the County Counsel is required.
3Approval by Auditor-Controller or designee is required.
4Review by Risk Manager is required only if changes are made in the indemnification or Insurance paragraphs.

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EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

To Agreement by and between
County of Monterey, hereinafter referred to as "County"
and
CONSOR North America, 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 for the Boronda Road Bridge Replacement Project (Project), as set forth below:

The following scope was revised based on discussions with County on 4/14/26, 4/29/26, and 05/01/26 to reduce the Project delivery budget to be more consistent with the Highway Bridge Program (HBP) Preliminary Engineering (PE) funds that were authorized for this Project. Portions of the scope included for project management, surveying, environmental, bid support, and design tasks were either reduced, removed, or were reconfigured as Optional Tasks accordingly. It is understood that the detailed scope and budget required for the Project beyond what is included in this scope shall be negotiated at a later date.

Phase 1 - Preliminary Engineering

TASK 1. - PROJECT MANAGEMENT

Task 1.1. - Project Controls

CONTRACTOR shall manage the Project Team, monitor schedule and budget, and prepare monthly progress reports and invoices.

CONTRACTOR shall develop a Microsoft Project schedule showing each task, start and end dates, and task duration. This schedule will be updated and coordinated with County throughout the Project as appropriate.

Task 1.2. - Kick Off Meeting and Field Investigation

CONTRACTOR shall coordinate an initial field review with County Project Manager (PM) and other Project Stakeholders to review the proposed Project and to highlight and record significant Project features. CONTRACTOR shall conduct a visual on-site field investigation to identify existing conditions and establish preliminary design assumptions and parameters. CONTRACTOR shall review as-built information as available. CONTRACTOR understands no as-built information is available for the existing structure. CONTRACTOR's PM and Project Engineers shall attend kick off and on-site field review meetings. It is assumed the kick off meeting will be held virtually (Microsoft Teams), with the on-site field review meeting scheduled to occur as soon as possible after the kick off meeting.

Task 1.3. - Progress Meetings

CONTRACTOR's PM and appropriate staff shall meet with County PM and others as necessary to manage and deliver the Project. One (1)-hour meetings shall be scheduled virtually bi-monthly

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to keep County informed of the status of the Project and to gain timely decisions from County. Initially, more frequent meetings should be required and should be scheduled on an as needed basis. CONTRACTOR shall prepare meeting agendas and meeting notes in a format specified by County. CONTRACTOR assumes a total of twenty (20) meetings. CONTRACTOR assumes a one (1)-hour duration per virtual meeting (Microsoft Teams) attended by the CONTRACTOR's PM and Project Engineers for the bi-monthly progress meetings.

Additionally, CONTRACTOR anticipates virtual milestone meetings at the completion of PE, 65% Design, and 95% Design to review and address County comments. For the milestone virtual meetings, CONTRACTOR assumes a one (1)-hour duration per meeting for the CONTRACTOR's PM and Project Engineers. CONTRACTOR assumes a total of three (3) milestone virtual meetings.

All meetings will be held virtually (Microsoft Teams) unless otherwise specified.

Task 1.4. – Public Outreach (Optional)

CONTRACTOR understands that County will be conducting public outreach during the delivery of the Project. If requested by County, CONTRACTOR shall provide technical support throughout the public outreach process. This support may consist of providing visual display boards and attending public meetings. Detailed scope and budget required for this task shall be negotiated at a later date if requested by County.

Task 1. Deliverables:

- Meeting notes and meeting agendas
- Monthly updated Project schedule
- Monthly progress reports

TASK 2. - 35% DESIGN — PRELIMINARY ENGINEERING

Task 2.1. - Preliminary Bridge Design

CONTRACTOR shall evaluate the roadway alignment as well as address hydraulic constraints, debris load, constructability, utility conflicts and relocation, right-of-way considerations, geotechnical constraints, environmental considerations, maintenance, schedule, and cost.

Conceptual level cost estimates shall be provided. CONTRACTOR shall consider how the Project will be constructed and whether a detour, low water crossing or temporary bridge will be required. Road closures shall be minimized to the extent possible. CONTRACTOR shall explore the feasibility of a staged construction along the existing alignment, with one (1) lane remaining open to traffic at all times and constructing in two (2) stages, and a full closure of the Boronda Road Bridge with a detour alignment south of the bridge utilizing a temporary bridge to cross the Carmel River.

CONTRACTOR assumes that up to two (2) roadway alignment alternatives (discussed above) and up to two (2) different bridge alternatives will be evaluated.

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Task 2.2. - Type Selection Report

After concurrence from County on the recommended design (preferred alternative), CONTRACTOR shall prepare a Type Selection Report for review and approval by the California Department of Transportation (Caltrans). PE includes layouts of the Project to an approximate 35% level of completion.

CONTRACTOR shall develop a preliminary design of the Project including:

- Geometric alignment of the roadway, vertical and horizontal profiles
- Bridge span length and width
- Proposed bridge superstructure and substructure type
- Proposed detour alignments, if applicable
- Preliminary hydraulic considerations
- Preliminary foundation concepts
- Preliminary slope stability considerations
- Draft construction schedule
- 35% Plans
- 35% Design Cost Estimate
- Utility relocation concept sketches
- Right-of-way considerations and preliminary cost estimates

The Type Selection Report will include a discussion of the design criteria for the Project, anticipated design exceptions, seismic, foundation, hydraulic, and right-of-way requirements, falsework and aesthetic considerations, detour or traffic handling requirements and alternatives, utility conflicts and relocation, and construction cost and staging. Anticipated construction methods will be identified in the report and coordinated with the project geometry. The report will provide recommendations for the selected roadway alignment and bridge structure types, with discussion of the pros and cons for each alternative. 35% level construction cost estimates will be included, in a format specified by County. Type Selection documents will be submitted to County for review and approval.

CONTRACTOR assumes one (1) Type Selection meeting will be required with Caltrans, and that Caltrans "Type Selection Procedure Guidelines for HBP Projects" will need to be followed for the development of the Type Selection Report to obtain conceptual approval from Caltrans Structures Local Assistance (SLA) and HBP Managers. CONTRACTOR assumes a two (2)-hour duration for the Type Selection meeting will be required and will be attended by CONTRACTOR's PM and Project Engineers.

Task 2. Deliverables:

- Type Selection Report (Draft and Final)
- 35% Construction Cost Estimates
- 35% Plans

Task 2.3. - Preliminary Right-of-Way Estimate (Optional)

Current procedures for the development of the Type Selection Report provided by Caltrans HBP Managers and SLA require that right-of-way costs be included in the assessment of each alternative.

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Accordingly, CONTRACTOR proposes that Monument, CONTRACTOR's subcontractor, provide the following services:

Monument will coordinate with the design team to identify right-of-way acquisitions resulting from the proposed improvements. Additionally, Monument will provide information about existing conditions within the project limits, including land use, and any existing rights or encumbrances known to exist on the affected properties. The specific steps Monument will take to determine impacts and estimate costs are as follows:

- Perform a Geographic Information Systems (GIS) analysis to identify property and rights potentially affected by the proposed design
- Use publicly available data and other real estate resources to confirm the ownership, land use, zoning, lot size, and improvements for each affected property
- Perform a desktop inspection of properties to confirm the probable acquisition type (fee, easement, temporary construction easement, etc.) including identifying existing uses or personal property to be relocated (if any).
- Calculate the fee and/or easement area (including temporary construction easements) that will need to be acquired for each impacted property using design data and assessor boundary information
- Estimate the total capital cost of acquisition for all parcels including real estate costs, relocation assistance, severance damages, loss of goodwill, fixtures and equipment, demolition and clearance as appropriate
- Estimate the total support cost for all parcels including appraisal fees, condemnation costs, title and escrow fees, environmental fees, and Monument fees as necessary
- Escalate costs to anticipated right-of-way acquisition date
- Prepare a draft Right-of-Way Requirements Memorandum detailing the required property and rights, as well as the estimated cost of acquisition
- Update and finalize the Right-of-Way Requirements Memorandum based on comments from the design team and County.
- Right-of-way information gathered during preparation of the Memorandum may also be used to supply information for environmental analysis as necessary.

Task 2.3 Deliverables:

- Right-of-Way Requirements Memorandum addressing each build alternative and including supporting data.
- Right-of-Way Cost estimate including detailed spreadsheet of all cost categories considered, support for cost assumptions (comparable sales, etc.) and any other primary research used to develop cost estimates.

Assumptions:

- Cost estimates will be prepared for a maximum of two (2) build alternatives with up to two (2) design options per alternative.
- Design team will provide new proposed right-of-way limits (permanent and temporary) in ArcGIS Shapefile or CAD format, or PDF with proposed acquisition areas pre-calculated.
- Design and environmental teams will be available to review proposed right-of-way acquisitions and answer questions about potential impacts.

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- Updates to cost estimates based on mid-stream design changes necessitating rework will require an amendment to this Agreement.
- Additional supporting information including utility conflict/cost information, right-of-way engineering data, milestone schedule information, Hazardous Materials testing data, etc. to be provided by Design Team.

TASK 3. – SURVEY

Whitson Engineers (Whitson), CONTRACTOR's subcontractor, will provide the following scope. These tasks have been segregated to be more consistent with the PE and Right-of-Way HBP funding categories. Services associated with right-of-way surveying are provided as Optional Tasks as County will be providing these services.

Task 3.1. - Preliminary Engineering Survey

Task 3.1.1. - Survey and Mapping

All survey work shall be performed under the responsible charge of a California licensed Professional Land Surveyor (Surveyor) who will execute the Project "Acknowledgment of Survey Monument Preservation Responsibility" form. A copy of said executed form shall be delivered electronically to County Surveyor, Michael Goetz at goetzmk@countyofmonterey.gov.

Provide aerial and ground surveys including:

- Color ortho image with 0.25' pixel resolution, Digital Terrain Model (DTM), contours, and a "surface" in AutoCAD Civil 3D. This aerial map shall be compiled to the Base Map. Whitson will use an Unmanned Aerial Vehicle (UAV) for data collection in the field.
- Ground control for the aerial map and all control for the "densification" of the aerial map. The Project control shall be established by a static occupation and processed using National Geodetic Survey (NGS) Online Positioning User Service (OPUS) with the horizontal datum being the North American Datum of 1983, National Adjustment of 2011, Epoch date of 2010.00, abbreviated NAD83(2011) Epoch 2010.00. The projection used shall be the California Coordinate System of 1983 (CCS83), Zone 4. The vertical datum shall be NAVD88. All coordinate values of the control on the ground shall be on said horizontal and vertical datums. Sufficient control points shall be established and with some set-in strategic locations to survive the start of the construction phase, roughly five (5) years into the future. The survey control points shall be compiled to the Base Map, and the Survey Base Map deliverable shall include a Survey Control Sheet showing the location and coordinates of these control stations. The control sheet shall show locations with aerial imagery as a background so that their locations can easily be ascertained. Provide ground surveys and mapping for areas in dense vegetation, under and on the temporary bridge, geotechnical investigation bore holes, conforms, surface evidence of underground utilities, overhead wire locations near the existing crossing and one hundred feet on each side of the existing crossing.
- Whitson will collect available data from the local utility companies per American Society of Civil Engineers (ASCE) Quality Level C (surface utilities plus record utility research) for the Project area and integrate the information into the Project base map. CONTRACTOR recommends that County request an Underground Service Alert (USA) location prior to the survey in order to facilitate the location of additional utility installations.
- Include all grade breaks, one (1) foot grade contours, tops and toes in the dirt areas.

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- Include hardscape features, such as roadway sections, edge of pavement, lane striping, crown of road, trees (greater than six (6)-inch diameter at breast height), mailboxes, roadside signs, existing bridge deck, corners, soffit, piers, and abutments, guard railing, manholes, pipe inverts, wing walls, and fences.
- Field survey point densification in the vicinity of the Project's construction footprint: existing bridge, road and channel locations.
- Ordinary High-Water Mark (OHWM) shall be shown within the study area. The OHWM shall be established in accordance with Army Corps of Engineers (ACOE) guidelines by the CONTRACTOR and these marks shall be located by the Surveyor.

All features will be separated by layer and labeled for ease of use.

Task 3.1.2 - Hydraulic Cross Sections

Surveyor shall survey channel cross sections in sufficient number and detail, upstream and downstream of the crossing, necessary to perform hydraulic analysis for preparation of a location hydrology and hydraulics study. These cross sections shall be compiled to the Base Map and provided in a data format compatible with the hydraulic/hydrologic analysis.

Whitson will provide field surveying and mapping for a total of eleven (11) cross-sections. Cross-sections will be obtained within 500 feet upstream and downstream of the existing bridge. Cross sections will be limited to obtaining data within the riparian corridor; data outside the riparian corridor (approximately 100 feet to 300 feet in width) will utilize available Light Detection and Ranging (LiDAR) data.

Task 3.1.2. Deliverables:

- Cross-section survey data and available LiDAR data in DWG format.

Task 3.1.3. - Base Map

Provide a Base Map to be used as the basis for design of the Project. The Base Map shall be delivered in AutoCAD Civil 3D compatible DWG format.

Task 3.1.3. Deliverables:

- Survey Base Map in AutoCAD Civil 3D DWG format and PDF map of the survey data

Task 3.2. - Right-of-Way Survey (Optional)

Task 3.2.1. - Right-of-Way Establishment (Optional)

Surveyor shall perform a complete boundary retracement survey to accurately determine County road right-of-way within the Project limits. Sufficient survey monuments and other survey evidence shall be found and tied into the survey. This may require the survey to extend outside the Project limits. This right-of-way shall be compiled to the Base Map.

Task 3.2.1. Deliverables:

- Right-of-Way Survey Map

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Task 3.2.2. - Easement Plotting (Optional)

Provide re-establishment of recorded easement deeds (per review of the preliminary title reports). Easement locations shall be shown on the Base Map. Procure preliminary title reports for nearby assessor parcels. Whitson will obtain up to ten (10) title reports for properties abutting County right-of-way.

Task 3.2.2. Deliverables:

- Easement Survey Map

Task 3.2.3. - Survey Monument Preservation and Pre- Construction Record of Survey (Optional)

Surveyor shall perform a pre-construction field survey in compliance with California Business and Professions Code Section 8771(b). All monuments of record and any found that are not of record shall be located and referenced prior to construction, and a pre-construction Record of Survey shall be filed with the County Recorder. By graphics and notation, the Record of Survey shall show the methods used to re-establish County road right-of-way lines along with the survey control points set for the Project. Other critical boundary and/or easement lines shall also be shown. This map shall meet the requirements for a pre-construction survey and documentation. County will waive the checking and recording fees for this map.

Task 3.2.3. Deliverables:

- Pre-construction Record of Survey

Task 3.2.4. - Survey Monument Preservation and Post- Construction Record of Survey (Optional)

Surveyor shall perform a post construction field survey in compliance with California Business and Professions Code Section 8771(c). The survey shall set or reset monuments to perpetuate the location of monuments or points shown on the pre-construction survey. Monumentation will include at least two (2) permanent monuments set in the road surface on the centerline of the right-of-way of Boronda Road. Whitson will set up to six (6) monuments sufficient to retrace the new County right-of-way. A Record of Survey showing the post-construction survey shall be filed with County Recorder. Other critical boundary and/or easement lines shall also be shown. This map shall meet the requirements for a post-construction survey and documentation. County shall waive the checking and recording fees for this map.

Task 3.2.4. Deliverables:

- Post-construction Record of Survey

Task 3.2.5. – Legal Descriptions and Exhibits (Optional)

Provide plats and legal descriptions with exhibits graphically showing the areas described. The legal description shall be used for the acquisition of new right-of-way by County and/or joint use agreements. County will conduct appraisals and acquisitions. Whitson will prepare legal descriptions and exhibits for up to five (5) right-of-way acquisitions/construction easements.

Task 3.2.5. Deliverables:

- Legal Descriptions and Plats (total of five [5])

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Assumptions:

- Whitson assumes the in-river survey work will be performed during dry months when river levels allow for accurate, accessible surveying within the river channel and riparian corridor.
- Whitson understands that County will secure permission from property owners to access their properties, conduct surveys and establish control points. Whitson will coordinate its activities with County to secure permission for access.
- Schedule delays due to lack of access, inclement weather or other factors beyond Whitson reasonable control may require an adjustment to the survey schedule.
- Traffic control for survey work is not included beyond what a two (2)-person field survey crew can implement. If additional traffic control is required by a local or state agency for field surveying, it will be considered an additional service.
- Ground survey cross sections will be limited to obtaining data within the riparian corridor; data outside the riparian corridor will utilize publicly available LiDAR data.

TASK 4. - GEOTECHNICAL INVESTIGATIONS

Parikh Consultants, Inc. (Parikh), CONTRACTOR's subcontractor, will provide the following scope.

Task 4.1. - Geotechnical Data Collection

Pre-field activities include developing a field exploration plan, contacting USA, and notifying utilities as necessary. Parikh will review published geologic maps and readily available literatures for the site. Parikh's Field Engineer will mark the boring locations and contact the USA for utility clearance. A private utility locator is not included in the scope as the borings will be performed within public right-of-way.

CONTRACTOR shall provide traffic control, as necessary, for any field exploration. Based on Google Earth observations, full lane closure is not expected for field explorations. There appears to be open space in dirt areas beyond the travel way. Parikh will bring signage and cones for cautionary purposes. Traffic control is not included in the scope. It is assumed that the encroachment permits and rights-of-entry will be provided by County at no cost. Parikh will coordinate with the design team and County and provide necessary input or forms for the permit applications.

Boring locations and depths shall be determined based on the site investigation and bridge requirements. The proposed exploration program consists of two (2) borings at the proposed bridge abutment locations to about 80 feet (or 20 feet into bedrock) for the bridge replacement. The exploration program should be revisited when the bridge configuration and other design elements are confirmed to meet the American Association of State Highway and Transportation Officials (AASHTO) requirements to provide borings at each pier support of the proposed bridge. Parikh will collect a bulk sample of channel bank materials for scour evaluation.

It is assumed that the drill rig can cross the existing bridge without any issues. Both truck-and track-mounted drill rigs may be expected for field explorations. The anticipated boring locations will be near future abutments. Parikh will attempt to obtain a sample with hand tools near water edge to check gradation distribution for scour study.

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Please note that the actual boring locations are subject to utility conflicts and site access. Parikh assumes that the field exploration would be completed between regular business hours, i.e., no night work. If drilling activities take longer due to unforeseen conditions, an additional budget will be needed.

Parikh's Field Engineer will classify and log the subsurface soil and rock conditions encountered in the test borings at the time of drilling. The Global Positioning System (GPS) coordinates will be recorded using the cellphone. Parikh's scope does not include a survey of the locations.
CONTRACTOR shall perform laboratory tests on selected samples collected from drilling. Testing shall be performed in accordance with the applicable American Society for Testing and Materials (ASTM) or Caltrans standards. Selected soil samples obtained during field exploration shall be tested in a Caltrans certified laboratory to evaluate certain physical properties that will be necessary to complete the engineering analysis. The types and numbers of tests may vary depending on the results of the field exploration program. Laboratory tests will be performed on representative soil and rock samples, such as moisture contents, densities, particle size analyses, plasticity index (basic soil characteristics), corrosion tests (pH, sulfate, chloride, and resistivity), and strength tests as deemed necessary. Parikh has included one (1) R-value test for the pavement design.

Task 4.1.1 – Additional Geotechnical Data Collection (Optional)

Parikh will perform drilling for additional borings and perform laboratory testing consistent with the scope included in Task 4.1 if requested by County. It is anticipated that up to two (2) additional borings would be required at each proposed bridge pier location. The detailed scope and associated costs for this task shall be negotiated at a later date, if requested by County.

Task 4.2. - Engineering Analyses

Based on Parikh's experience, the following engineering analyses is required for the proposed improvements:

- Seismic design criteria, i.e., the Acceleration Response Spectrum (ARS) curve, will be developed by using the Caltrans ARS online website per Caltrans Seismic Design Criteria (SDC) V2.1 and ARS Online V4.0. A site-specific Dynamic Ground Response Analysis (DGRA) is not anticipated to be required for this Project.
- Seismic hazards, such as seismic slope stability and liquefaction impact on design, including down-drag force, seismic settlement, lateral spreading of abutment slopes, or capacity reduction for pile design.
- Foundation design (axial/lateral analyses capacity for deep foundations, minimum pile embedment, pile spacing, group effect, specified pile tip elevation, and estimated pile settlement).
- Interaction with designer on impact from potential scour.
- Development of geotechnical parameters for LPILE analyses.
- Slope stability evaluation, including impact of lateral spreading if determined applicable.
- Lateral earth pressures for the abutment walls per Caltrans SDC 2.1.
- Foundation construction considerations for either pile driving or Cast-in-Drilled-Hole (CIDH) drilling conditions.
- Corrosion potential.
- Pavement design for the approach roadway.
- D50 grain size analysis of channel bank materials for scour evaluation

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Task 4.3. – Foundation Report

CONTRACTOR shall prepare the Foundation Report.
The Foundation Report shall include a description of the Project and analyses performed, field and laboratory data collected, and graphics showing the site location, the locations of the field explorations relative to the proposed improvements, and an interpreted subsurface profile. The Foundation Report shall also include a discussion of local geology, slope stability, and potential for geologic hazards (seismicity, faulting, slope instability, settlement, and liquefaction).

The Foundation Report shall present final recommendations for design of the Project including seismic design criteria, bearing capacity and lateral earth-pressures for the Project's structures, slope gradients and setbacks, and geotechnical material specifications. Recommendations shall be made to support the new bridge structure and adjacent slopes that may be affected by the Project. Recommendations shall include foundation type (shallow or deep), abutments, retaining walls, etc. based on structure type chosen and as determined by geotechnical site condition requirements. Parikh will include a geotechnical scour evaluation and provide recommendations.

If deep foundations (piles) are needed, at a minimum the following shall also be included in the Foundation Report, as applicable:

- Recommended foundation type (CIDH or other).
- Liquefaction potential and the need to consider down- drag forces, seismic settlement, loads due to lateral spreading, or friction reducers in the pile design.
- Deep foundation analyses, minimum pile embedment and diameter, pile spacing and group effects, specified pile tip elevation, and estimated settlement. Lateral load versus deflection curve for selected pile foundations.
- Lateral loading on piles due to lateral spread, if determined appropriate by geotechnical seismic evaluation.
- Anticipated pile driving and/or CIDH pile drilling conditions for the foundation type selected.
- Lateral load resistance of pile foundations.

The Foundation Report shall identify the corrosion potential of foundation soil, reinforced concrete substructures, and structural steel based on test data and Caltrans design methods. The report shall also provide construction considerations regarding excavation characteristics of the soil and/or rock encountered, suitability of excavated on-site soil for reuse as compacted structural fill or structural backfill, temporary slopes, shoring, dewatering and/or stream diversions, and stability as well as requirements for temporary cuts or shoring adjacent to existing roadways, structures, or property.

Task 4.3.1. - 35% Design – Preliminary Foundation Report

For the proposed bridge replacement, Parikh will prepare one (1) Preliminary Foundation Report (PFR) for the structure/ foundation type selection. The PFR will be prepared according to Caltrans guidelines. A Log of Test Borings (LOTB) will be prepared according to the Caltrans Soil and Rock Logging Manual.

Task 4.3.2. - Design – Draft Foundation Report

A Draft Foundation Report (DFR) will be prepared for the new bridge structure. The foundation recommendations will be developed based on the selected foundation and structure type and the

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demands provided by the structural engineer. The DFR will be prepared according to Caltrans standards. A LOTB will be prepared according to the Caltrans Soil and Rock Logging Manual.

Task 4.3.3. - 95% Design – Final Foundation Report

The Foundation Report will be updated based on the review comments and design changes. The LOTB sheets will be updated accordingly.

Task 4. Deliverables:

- PFR
- DFR
- Final Foundation Report

TASK 5 - HYDROLOGIC AND HYDRAULIC REPORT

Task 5.1. - Data Review and Field Reconnaissance

CONTRACTOR shall review available data, including previous studies provided by County and Project Team. Key information includes hydrologic and hydraulic data, County and Caltrans bridge inspection reports, and maintenance records for the Project site.

CONTRACTOR shall conduct field reconnaissance to assess existing conditions near the Project site.

Task 5.2. - Hydraulic Analyses

Statistical analysis of flow records for the nearby Carmel River at Robles Del Rio United States Geological Survey (USGS) stream gage will be performed to determine flow rates for design recurrence interval events. The results will be compared to effective peak flow rates to assess potential need for updates to effective hydrology.

CONTRACTOR shall analyze flow characteristics for existing conditions and the proposed bridge using United States Army Corps of Engineers (USACE) Hydrologic Engineering Center (HEC)-River Analysis System (RAS) Model (1D and 2D).

Proposed bridge must meet 50-year recurrence interval flow requirement with two (2) feet minimum of freeboard and zero (0) feet minimum over the 100-year flow.

Task 5.3. - Bridge Design Hydraulic Study Report

A concise Bridge Design Hydraulic Study Report shall be completed for the bridge that includes hydraulic information for the design, base and overtopping floods (discharges and water surface elevations), and recommendations regarding bank protection. CONTRACTOR shall estimate the size and type of debris in the channel. The Bridge Design Hydraulic Study Report shall identify potential scour depths along the channel to assess the stability of the existing stream channel slopes and future stability of the bridge along with any other relevant hydraulic considerations necessary to design the bridges.

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Task 5.4. - Bridge Location Hydraulic Study

CONTRACTOR shall prepare a study assessing floodplain risk for the Boronda Road Bridge, including technical discussions and the standard Summary of Floodplain Encroachment Form.

Task 5.5. - Scour Analysis

CONTRACTOR shall analyze scour potential per Federal Highway Administration's (FHWA) HEC-18 and HEC-23 Manuals, providing recommendations on scour countermeasures as part of the Bridge Design Hydraulic Study. CONTRACTOR shall use the D50 grain size analysis and other recommendations provided by Parikh, to evaluate scour and provide recommendations.

Task 5. Deliverables:

- Bridge Location Hydraulic Study (Draft and Final)
- Bridge Design Hydraulic Study Report (Draft and Final)

TASK 6 - ENVIRONMENTAL SUPPORT

A Preliminary Environmental Study (PES) has been prepared for the Project. CONTRACTOR shall prepare the required National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) environmental documents for the Project.

SWCA Environmental Consultants (SWCA), CONTRACTOR's subcontractor, will provide the following scope.

Task 6.1. - Noise Memorandum

Based on the current PES checklist, the proposed Project will require a construction-related noise technical Memorandum. Residences in the immediate vicinity may be subject to short-term increases in noise and vibration associated with demolition of the existing bridge and construction of new foundations. The extent of these impacts will depend on the specific construction methodologies employed. SWCA will coordinate with AMBIENT Air & Noise Consulting to prepare the required Memorandum.

The Memorandum will provide a description of the existing noise environment, including identification of nearby noise sources and noise-sensitive receptors, based on site reconnaissance and available data. Relevant background information, including noise fundamentals, descriptors, and the applicable federal, state, and local regulatory framework, will be summarized to provide context for the analysis. To establish baseline conditions, one (1) long-term and up to four (4) short-term noise measurements will be conducted at representative locations.

Sensitive receptors in proximity to the Project area will be identified, with consideration given to topographic barriers and distance from construction activities. The assessment will evaluate potential noise and vibration impacts resulting from demolition and construction, including characterization of equipment noise levels and calculation of predicted noise levels at nearby receptors. Ground borne vibration levels commonly associated with construction equipment will be discussed, referencing typical thresholds for structural damage and human annoyance.

For long-term (operational) noise impacts, traffic noise modeling will be conducted using the FHWA roadway noise prediction model and available traffic data. Modeled traffic noise levels and distances to noise contours for affected roadway segments will be summarized in tabular format.

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Predicted increases in traffic noise, in comparison to non-project conditions, will be quantified and discussed. The compatibility of proposed land uses will be evaluated in relation to applicable General Plan noise standards.

The significance of both noise and ground borne vibration impacts will be determined in comparison to applicable standards. Where potentially significant impacts are identified, appropriate mitigation measures will be proposed. The effectiveness of these measures will be evaluated and discussed to ensure compliance with regulatory requirements and support informed decision-making for the Project.

Task 6.2. - Visual Impact Assessment

SWCA will prepare a Visual Impact Assessment (VIA) Technical Report, which will include identification and documentation of visibility, policy consistency analysis, and qualitative and quantitative assessment and documentation of potential visual effects, consistent with Caltrans VIA Memorandum outline and policy, and with CEQA Guidelines and NEPA requirements.
The primary purpose of the visual analysis will be to accurately portray the Project, facilitate informed decision making and public disclosure. SWCA's VIA is designed to identify existing visual resources/values and regulatory objectives related to the Project and the surrounding area and identify the Project's potential effects on those resources. The goals and objectives of the visual analysis will be to:

- Identify where the Project may be visible in the surrounding landscape.
- Identify and describe existing visual resources within the area of visual effect.
- Identify public Key Views (KVs) from which the Project may be viewed using field verified visibility inventory and/or agency input as applicable.
- Analyze the potential visual effects of the Project as proposed, consistent with Appendix G of the CEQA Guidelines, Caltrans Standard Environmental Reference (SER) and applicable County policy.

All data and information gathered and analyzed will be used to prepare a comprehensive technical report using Caltrans VIA Memorandum level of analysis and outline. Based on the Caltrans Memorandum annotated outline, the VIA will present the background for visual resources impact methodology, State CEQA Guidelines, and other local regulatory visual guidance. The VIA will identify and compare the Project to the regulatory context, policies, and ordinances. The report will be comprised of an introduction, including the report purpose and project description; a description of the project setting and Area of Visual Effect; consistency with visual character and quality. Graphics will support the visual assessment. The VIA will discuss relevant visual policy as it relates to viewer and viewpoint sensitivity and include a thorough and specific evaluation of potential impacts sufficient to facilitate agency and public understanding. If necessary, measures will be identified to minimize potential impacts to the visual environment.

Task 6.3. - Traffic Technical Memorandum

CONTRACTOR shall prepare a Traffic Technical Memorandum in support of the Plans, Specifications and Engineer's Estimate (PS&E) phase for the proposed Project. The Memorandum will assess existing and projected traffic conditions, evaluate potential construction-related traffic impacts, and outline appropriate traffic management strategies. Content and level of detail will be developed in consultant with Caltrans and County to address their requirements and ensure alignment

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with applicable standards and guidelines. The Memorandum will be no longer than twelve (12) pages per guidance from Caltrans.

CONTRACTOR understands that County will provide an example Memorandum that was previously prepared for a nearby similar project that will reduce the level of effort for the preparation of the Memorandum. If the example Memorandum is not applicable for this Project, additional budget will be necessary to complete this task.

Task 6.4. - NEPA Documentation

The Project is subject to NEPA, with Caltrans serving as the Lead NEPA Agency. SWCA will prepare the following technical support documents to support Caltrans' NEPA determination.

Task 6.4.1. - Biological Resources Support

Task 6.4.1.1. - Biological Assessment

SWCA understands that the United States Fish and Wildlife Service (USFWS) and National Marine Fisheries Service (NMFS) regulatory agencies have approved used of Programmatic Biological Assessments (PBA) and have issued Programmatic Biological Opinions (PBO) which can accelerate the Section 7 consultation process. SWCA will complete the worksheets for both regulatory agencies to confirm if the PBO's are applicable. However, based on SWCA's desktop review of the species list generated through the USFWS' iPac database, SWCA anticipates a USFWS Biological Assessment (BA) will be required for this Project.

A BA will be prepared in support of Section 7 consultation with the USFWS for listed species with potential to occur including California red-legged frog, south coast Distinct Population Segment (DPS) of foothill yellow-legged frog, Smith's blue butterfly, and proposed threatened southwestern pond turtle. In addition, Carmel River is designated critical habitat for steelhead (Oncorhynchus mykiss: south-central California Coast DPS). Caltrans recently finalized a Programmatic Biological Opinion (PBO) with NMFS for steelhead. A separate process has been developed, including a checklist with supplemental information, to be submitted to NMFS for early coordination. CONTRACTOR will work with County and Caltrans to determine if this Project can be covered under the newly issued PBO for steelhead or if a traditional BA will be required. If a traditional BA is required, SWCA will prepare a second BA for NMFS trust resources. Field work necessary to complete the USFWS BA assumes two (2) site-specific seasonally timed botanical surveys.

Task 6.4.1.2. - Aquatic Resources Delineation/Wetland Delineation

SWCA will prepare an Aquatic Resources Delineation Report following USACE guidance. A jurisdictional delineation report/map for the Project will be prepared so that temporary and permanent impacts related impacts to USACE, California Department of Fish and Wildlife (CDFW), and Regional Water Quality Control Board (RWQCB) jurisdiction can be calculated. However, the report itself will not include preliminary impact calculations. With recent projects in San Luis Obispo County, CONTRACTOR has found that this simplifies the reports use for future permitting efforts. SWCA will field flag the locations of the OHWM for data collection by the Project survey team.

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Task 6.4.1.3. - Natural Environmental Study

Per recent Caltrans Local Assistance guidance, a Natural Environmental Study (NES) may not be necessary on projects that require the preparation of a BA. CONTRACTOR's Team assumes the NES will not be necessary on this Project. However, SWCA will prepare a Biological Resources Assessment to address potential impacts to biological resources covered under NEPA and CEQA. Caltrans District 5 Local Assistance recently accepted a streamlined NEPA specific biological technical Memorandum to clear NEPA. CONTRACTOR recommends County take a similar approach to streamline the NEPA review process.

Task 6.4.2. - Cultural Resource Studies

SWCA will prepare technical support documents to support Caltrans' NEPA determination and compliance with Section 106 and in coordination with the State Historic Preservation Officer (SHPO).

Task 6.4.2.1. - Archeological Survey Report

In compliance with the CEQA and National Historic Preservation Act (NHPA) Section 106, SWCA proposes to first conduct a records search for the proposed Project area at the Northwest Information Center (NWIC) of the California Historical Resources Information System (CHRIS). SWCA assumes that a 0.25-mile search radius will be sufficient.

SWCA will prepare the Archaeological Survey Report (ASR) pursuant to 36 Code of Federal Regulations (CFR) Section 800.4(a)(3). SWCA will conduct an intensive-level archaeological survey of the area of direct impacts. SWCA will survey the Area of Potential Effect (APE). No testing or excavation will be conducted, nor will any artifacts, samples, or specimens be collected during the survey. Upon completion of the field survey, SWCA will prepare the ASR which will document the results of the records search, Native American consultation, and field survey. The report will include maps depicting the area surveyed for cultural resources. Locations of sensitive archaeological sites or Native American cultural resources may be depicted or described in the report and will be considered confidential; therefore, the report may not be distributed to the public. This report will be submitted to County for review.

Task 6.4.2.2. - Historic Property Survey Report

SWCA will prepare a Historic Property Survey Report (HPSR) in support of Section 106 compliance for the NEPA document.

Task 6.5. - CEQA Documentation

SWCA will prepare an Initial Study (IS)/Mitigated Negative Declaration (MND) consistent with State CEQA Guidelines Section 15063, using County's preferred template.

Pursuant to Section 15063(d) and (f) of the State CEQA Guidelines, the IS/MND will include:

- A description of the project, including the location of the project.
- An identification of the environmental setting.
- An identification of environmental effects, including cumulative impacts, by use of an environmental checklist. SWCA will utilize the checklist provided in Appendix G of the State CEQA Guidelines and modify it, as necessary, to meet County's needs. The entries on the checklist will be adequately explained to show the evidence relied on to make the entry.

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- A discussion of the ways to minimize the potentially significant effects identified, if any. The IS/MND will include a generalized narrative or list of mitigation options.
- An examination of whether the Project would be consistent with existing zoning, plans, and other applicable land use controls.

Preparation of the IS/MND will include an assessment of all resources as required by State CEQA Guidelines Appendix G. CONTRACTOR assumes no technical studies beyond those listed in this scope will be required. If any additional information is needed to complete the project description and proceed with the environmental analysis, or if any significant impacts are identified during the analysis, CONTRACTOR will notify County immediately.

This task includes two (2) rounds of review by County. SWCA will prepare an administrative draft IS/MND for County review and will revise the IS/MND to respond to any comments made by County before preparing a revised "screen check" draft for final County approval. SWCA will prepare draft notices for public circulation of the IS/MND, including a draft Notice of Intent (NOI) to adopt an MND, Notice of Completion (NOC), State Clearinghouse Summary Form, and Mitigation Monitoring and Reporting Plan (MMRP). SWCA will produce and submit the documents to the State Clearinghouse, relevant agencies, and interested citizens on a mailing list to be developed by County. CONTRACTOR assumes County will coordinate posting of the appropriate notice at County Clerk's Office, publishing the notice in a newspaper of general circulation, and payment of associated fees.

This task will include drafting letters for the Assembly Bill (AB) 52 tribal consultation process, if requested by County, and CONTRACTOR assumes any actual consultation will be handled by County.

After the close of the 30-day public comment period on the Public Draft IS/MND, SWCA will review agency and public comments received by County during public circulation of the IS/MND. If requested by County, SWCA will prepare written responses to up to ten (10) substantive comments received on the IS/MND for the administrative record and to inform decision makers. If substantive comments are raised related to the information in supporting technical reports during public circulation of the IS/MND, SWCA will coordinate with County regarding any additional analysis needed to respond to such comments.

SWCA will incorporate any necessary clarifications and edits and prepare a Final IS/MND and MMRP. SWCA will provide one (1) electronic copy of the Final IS/MND and MMRP to County for review. SWCA will prepare a draft Notice of Determination (NOD) for County's review and assumes County will post the NOD at County Clerk's Office upon final project determination and facilitate payment of any associated filing fees.

TASK 7 - 65% DESIGN

Task 7.1. - 65% Plans

CONTRACTOR shall submit 65% plans, contract items list, and engineer's estimate to County. County will review the 65% submittal and submit comments to CONTRACTOR.

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CONTRACTOR shall create a log showing how all comments were addressed as part of the 95% submittal package.

CONTRACTOR shall prepare the roadway civil design to conform to standard Caltrans and County requirements. It is assumed the design average daily traffic (ADT) is less than 2,000, which will require that the AASHTO Low-Volume Guidelines be used. Caltrans will only fund the minimum standard width of roadway. Where applicable, the Caltrans Highway Design Manual and County standards will be reviewed and may be incorporated; however, if using these standards results in costs that exceed those based on AASHTO, those costs would be non-participating. It is assumed that Caltrans will not approve the implementation of additional bridge width for a sidewalk with HBP participating costs. If it is determined that the bridge will be constructed with additional width for the implementation of a sidewalk, either with participating or nonparticipating costs, additional budget will be required. The 65% submittal shall include the following roadway sheets (each sheet is one [1] sheet unless otherwise specified, nineteen [19] total sheets):

- Title Sheet
- Typical Sections
- Tree Removal and Trimming
- Project Control
- Layout
- Profile and Superelevation
- Construction Details (three [3] sheets)
- Temporary Creek Diversion and Dewatering Plan
- Drainage Plans
- Utility Plans and Details (two [2] sheets)
- Traffic Handling (two [2] sheets)
- Stage Construction
- Erosion Control Plan
- Pavement Delineation and Sign Plan
- Summary of Quantities

The 65% structure plans shall include the following sheets (each sheet is one [1] sheet unless otherwise specified, ten [10] total):

- General Plan
- Deck Contours
- Foundation Plan
- Abutment Layout
- Abutment Details
- Pier Layout
- Pier Details
- Typical Section
- Superstructure Details
- LOTB

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The plan sheets listed above are included in this scope, and additional sheets can be included if determined to be required by County. If additional sheets are required, the detailed scope and associated costs for the affected tasks shall be negotiated at a later date. CONTRACTOR anticipates the plan sheets that may need to be added include, but are not limited to, the following:

- Construction Details (additional)
- Drainage Details
- Drainage Profiles
- Utility Plans and Details (additional)
- Traffic Handling (additional)
- Temporary Detour Layout, Typical Cross Sections, and Profile
- Stage Construction (additional)
- Contour Grading
- General Notes
- Bridge Stage Construction
- Abutment Layout (additional)
- Abutment Details (additional)
- Superstructure Details (additional)
- Barrier Details (Caltrans Bridge Standard Details (XS) sheets)
- Pedestrian Railing Details
- Cover Plate for Pedestrian Walkways (XS sheet)

CONTRACTOR shall identify temporary easements and/or permanent right-of-way modifications to construct the Project by providing a right-of-way needs map to County.

The engineer's estimate shall be updated from the preliminary costs based on updated quantities and unit costs compiled from recent bid data and adjusted for County-specific construction costs.

The bridge design shall be in accordance with the AASHTO Load and Resistance Factor Design (LRFD) Specifications with Caltrans amendments and applicable sections of the Caltrans Structure Technical Policies (STPs), Bridge Design Memos (BDMs), Bridge Memos to Designers (those not superseded by STPs or BDMs), and Bridge Design Aids Manual. The design shall meet applicable County, Caltrans, FHWA, and AASHTO standards in effect at the time the design occurs.

Seismic design shall be performed in accordance with the applicable edition of the Caltrans Seismic Design Criteria. Detailing of plans shall be in accordance with Caltrans Design Details Manual. Both the design and detailing should be based on the use of the current Caltrans Standard Plans and Standard Specifications.

65% PS&E Deliverables:

- 65% Draft Plans in PDF
- 65% Engineer's Estimate of Construction Costs in Microsoft Excel
- Design Exceptions in Microsoft Word
- Right-of-Way Needs Map in PDF

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Task 7.2. - Design Exceptions (Optional)

CONTRACTOR shall prepare Project design exceptions, if necessary, for approval by County. Assume up to two (2) design exceptions. CONTRACTOR shall use the Caltrans Exhibit 11-F Sample Design Fact Sheet format.

Phase 2 - Final Design

TASK 8. - 95% PS&E

Task 8.1. - Independent Check

An independent design check shall be conducted before the 95% design submittals in accordance with Caltrans' design procedures. The plans shall be reviewed for compatibility between County design standards, all applicable Caltrans design manuals and standards, and AASHTO standards. The independent design check process involves a completely independent analysis of the Project using the 65% roadway and bridge plans by an engineer that has not been directly involved in the design. Based on the independent check and agreement to revisions by the checker and designer, the 65% plans will be revised and updated to generate 95% plans. The independent check comments and resolutions will be documented. The Geotechnical Engineer shall review the plans prior to the 95% Draft PS&E Submittal for compliance with the geotechnical recommendations.

Task 8.2. - Engineer's Estimate

Two (2) independent sets of bridge quantity calculations will be prepared by individuals experienced in this work. The quantity calculations will be organized and detailed for use by field inspectors during construction. Standard Caltrans summary sheets will be used for bridge and road quantity calculations, aiding in facilitating the review process and use by the construction personnel. Bridge quantity estimators must agree within tolerances prescribed in Chapter 11 of the Caltrans Bridge Design Aids Manual. Any deviations will be resolved, and the Marginal Estimate sheet will be prepared/updated.

Unit prices will be applied to each contract item resulting in the Engineer's Estimate of Probable Construction Cost (Estimate). Prices used will be based on the latest available data from County and Caltrans, reflecting the location of the Project and the quantity of each item. The estimate will be segregated into two (2) categories: roadway and bridge. Non-participating costs, if any, will also be segregated.

Task 8.3. - 95% Specifications

CONTRACTOR shall prepare the technical specifications (Sections 10-99) based on the latest Caltrans Standard Special Provisions (SSPs). The basis of the specifications shall be the Caltrans Standard Specifications. County will provide "boiler plate" documents (Sections 1-9), including the notice to bidders, proposal, bond forms, and agreement. Required mitigation measures and permitting requirements from the environmental permits shall be included or referenced in the specifications. Should CONTRACTOR have special provisions within Section 1-9, CONTRACTOR shall coordinate with County to merge the specifications with their "boiler plate" and resolve any conflicts between them.

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Task 8.4. - 95% Design

The 95% plans shall be submitted to County based on comments received on the 65% submittal. The submittal shall include the PS&E of probable costs. A preliminary construction schedule shall be submitted. County shall review the 95% submittal and submit comments to CONTRACTOR. CONTRACTOR shall create a log showing how all comments were addressed as part of the final PS&E package submittal. The roadway plans shall be advanced to include construction area signs sheet, additional detailing for roadway conforms, grading, landscaping, drainage details, and additional structural details as needed. Utility plans and details will be updated to reflect the final condition of relocated utilities prior to construction.

95% PS&E Deliverables:

- 95% Draft Plans in PDF
- Technical Special Provisions in Microsoft Word
- Engineer's estimate of probable construction costs in Microsoft Excel
- Estimated construction schedule in Microsoft Project
- Independent Check Comments Log in Microsoft Word
- 65% County Comments Log in Microsoft Word

TASK 9. - 100% PS&E

Upon receipt of comments from the 95% PS&E submittal to County, and other jurisdictional agencies, which will be routed through County, final revisions shall be made. CONTRACTOR shall incorporate appropriate comments in the PS&E and log all comments and identify how each comment was addressed. The engineer's estimate shall be updated based on final quantities and unit costs updated based on the most recent bid data and adjusted for County-specific construction costs.

CONTRACTOR shall perform an independent Quality Assurance (QA)/Quality Control (QC) review of the Final 100% submittal package and incorporate appropriate revisions prior to submittal to County. The plans will be reviewed per Caltrans Memo to Designers 2-25. The QA/QC review will be performed by a senior level engineer for uniformity, compatibility, and constructability as well as conformance with the federal HBP requirements. CONTRACTOR shall update the plans and specifications to the Caltrans standards applicable at the time of Request for Authorization for Construction (RFA for CON). The Final submittal shall include a detailed construction schedule with an estimate of working days.

100% PS&E Deliverables:

- 100% Final Plans in PDF
- Electronic Microsoft Word file of specifications
- Final Technical Special Provisions signed by the Registered Engineer
- Electronic Microsoft Excel file of Construction Cost Estimate
- Estimated construction schedule with estimated working days calculation (Microsoft Project)
- Resident Engineer's File
- AutoCAD Project plans
- PDF copies of each deliverable stamped and signed by a licensed engineer as required

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TASK 10. - RIGHT-OF-WAY COORDINATION

CONTRACTOR understands that County will be providing services related to right-of-way appraisals and acquisitions.

Task 10.1. - Right-of-Way Coordination Support

CONTRACTOR shall provide support to County with the coordination necessary to obtain the right-of-way acquisitions required for the Project. It is assumed that up to four (4) meetings will be attended by CONTRACTOR with County and property owners to support County's effort.

Task 10.2. - Right-Of-Way Appraisal and Acquisitions (Optional)

Monument, CONTRACTOR's subcontractor, can provide this service if requested by County. The scope of these services can be provided after the extent of the right-of-way acquisitions and temporary construction easements for this Project is determined.

TASK 11. - UTILITY COORDINATION

County will obtain utility atlas maps and coordinate with utilities, identify relocation liability, coordinate utility agreements, and meet with utility representatives. County will obtain relocation plans from the utilities. County will provide this information to CONTRACTOR.

CONTRACTOR shall identify potential conflicts, develop conflict exhibits for each utility, and incorporate existing and proposed utility relocation information into the plans and specifications. At least one (1) plan sheet shall be provided in the PS&E submittals that show the existing utilities and proposed relocations.

Task 11 Deliverables:

- Utility Conflict Exhibit (PDF)

TASK 12. - POST-CONSTRUCTION STORMWATER DESIGN (OPTIONAL)

This task shall include preparing calculations in conformance with applicable water quality regulations. CONTRACTOR shall also prepare a memo documenting the roadway drainage design and analysis including post-construction hydromodification to satisfy post- construction requirements. The detailed scope and associated costs for this task shall be negotiated at a later date, if requested by County.

TASK 13. - PERMIT COMPLIANCE

Task 13.1. - Permit Applications

SWCA, CONTRACTOR's subcontractor, will provide the following scope.

It is anticipated that the proposed Project will impact jurisdictional features and therefore require permits/approvals under the Clean Water Act, Porter-Cologne Water Quality Control Act, and/or California Department of Fish and Game (CDFG) Code. SWCA would prepare signature-ready application packages following completion of the technical studies and Project plans. SWCA will not submit the permit packages until completion of the environmental document (Categorical Exemptions [CE], or CEQA MND). After environmental review has been completed, all supporting documents will be submitted to the agencies to supplement the application packages.

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SWCA will be available to facilitate the submittal of the packages to the agencies and support negotiations with the agency staff. CONTRACTOR's Team understands that County will provide direct payment to the applicable resource agencies for their associated permit fees.

Included within the permit package will be a Conceptual Habitat Mitigation and Monitoring Plan (CHMMP). The CHMMP will outline the methods proposed to restore and monitor the impacted jurisdictional areas and presents a suggested mitigation ratio. Generally, a CHMMP consists of a three (3)-year restoration maintenance program and a five (5)-year monitoring program. The overlapping programs would amount to five (5) years of restoration work and monitoring following construction activities. The CHMMP will also include mitigation for any tree removals that may occur.

During the permitting process, resource agencies will be able to review and comment on the plan. Once the CHMMP is approved by the federal and state agencies during the permitting phase, SWCA will revise (if necessary) and produce a final HMMP for the PS&E phase of the Project.

It is assumed that the CHMMP will allow on-site mitigation in or near the Project site without the need for significant additional fieldwork. If a CHMMP must be prepared for an off-site location, requiring additional fieldwork, mapping, and data collection; SWCA will strive to conduct this work under the existing budget if feasible. CONTRACTOR's team's goal is to identify potential mitigation opportunities early in the process of design to avoid delays at the end of the permitting process.

SWCA will include application submittals to the USACE (Nationwide 14), CDFW (Lake and Streambed Alteration Agreement), RWQCB (Section 401 Water Quality Certification). Securing permits from the agencies often requires back and forth coordination with each agency representative. While the level of effort to coordinate and secure the regulatory permits is unknown, SWCA has provided a budget based on past experience working with these agencies on similar projects.

Task 13.2. - Environmental Commitment Record

SWCA will provide the following scope.

SWCA shall prepare the Environmental Commitment Record. SWCA shall check plans and specifications against the permit conditions and measures to ensure compliance with the agency's requirements.

SWCA will prepare the Environmental Commitments Record using the latest template provided by Caltrans/County staff. The Environmental Commitments Record will include all the measures provided within the environmental document (if applicable), technical studies, and permit conditions from the regulatory agencies.

Task 13.3. - Water Pollution Control Program/Stormwater Pollution Prevention Plan

This task shall also include the preparation of calculations and an application for a rainfall erosivity waiver to be submitted by County. Along with the rainfall erosivity waiver, CONTRACTOR shall prepare a Project Water Pollution Control Program (WPCP) which shall be in effect for

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construction activities between April and October or as allowed by permitting agencies. CONTRACTOR shall ensure the Project working days in the specifications match the rainfall erosivity waiver such that any work extending beyond the end of the rainfall erosivity waiver requiring a Stormwater Pollution Prevention Plan (SWPPP) shall be CONTRACTOR's responsibility. CONTRACTOR shall then prepare a Project plan sheet detailing the Best Management Practices (BMPs) and erosion control features outlined in the WPCP. It is assumed that any fee for the rainfall erosivity waiver shall be paid by County.

Task 13 Deliverables:

- Permit Applications (total of three [3])
- Environmental Commitment Record
- WPCP (Draft and Final)

TASK 14. - BID PERIOD CONSULTATION (OPTIONAL)

CONTRACTOR shall provide bidding assistance to the County including interpretation of the contract documents, assisting the County in preparing addenda to the PS&E, and attending one (1) in-person pre-bid construction meeting. CONTRACTOR assumes a two (2)-hour duration for the pre-bid construction meeting will be required for CONTRACTOR's PM and Project Engineers.

Task 14 Deliverables:

- Prepare addenda as needed
- Respond to Request for Information (RFIs) as needed

Phase 3 – Construction (Optional)

CONTRACTOR shall be available to assist County through completion of the construction of the Project after the Final Design Phase is completed. The detailed scope and associated costs for this work shall be negotiated at a later date, if requested by County.

TASK 15. - CONSTRUCTION SUPPORT (OPTIONAL)

CONTRACTOR shall provide engineering services during construction, including the following:

- Attend a pre-construction meeting
- General interpretation of plans and specifications
- Review and comment on shop plan drawings, submittals, and mix designs
- Response to RFIs
- Construction site observations
- Development of plan revisions as needed
- Preparation of as-built drawings

Optional Tasks

Optional Tasks 1.4, 2.3, 3.2.1., 3.2.2, 3.2.3, 3.2.4, 3.2.5, 4.1.1, 7.2, 10.2, 12, 14, and 15 identified in this scope shall not be performed by CONTRACTOR unless specifically authorized by County after full funding has been secured. Upon the County's request, CONTRACTOR shall submit the associated costs for the requested Optional Task(s). No work shall commence until a written amendment to this Agreement has been fully executed, including approval by the County's Board of Supervisors, and County has provided written authorization to proceed.

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A.2 All written reports required under this Agreement shall be delivered electronically to the following individual and in accordance with the project schedule.

Edgard Rizo, Assistant Engineer
County of Monterey, Department of Public Works, Facilities and Parks
1441 Schilling Place, 2nd Floor
Salinas, California 93901-4527
Email: rizoe1@countyofmonterey.gov
Phone: (831) 755-5158

CONTRACTOR shall provide final deliverables for the Project in PDF format. Plans should be plotted directly from AutoCAD Civil 3D to PDF, so that PDF files are of high quality using electronic bookmarks. Upon request, electronic files (Microsoft Word, Microsoft Excel, Hydrologic Engineering Center's River Analysis System (HEC-RAS), AutoCAD Civil 3D, Microsoft Project, etc.) with all supporting files shall also be provided to County. Plans shall be prepared and provided to County in AutoCAD Civil 3D.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

County shall pay an amount not to exceed **$835,000**, for the performance of all things necessary for or incidental to the performance of work as set forth in section A, Scope of Services, of this Agreement. CONTRACTOR's compensation for services rendered shall be based on the following Cost Proposal and applicable rates, or otherwise in accordance with the following terms:

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 "County Travel Policy". A copy of the policy is available online at https://www.countyofmonterey.gov/home/showdocument?id=69364. To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

Travel expenses for Federally Funded projects shall be reimbursed in accordance with California Department of Human Resources' (CalHR) rates https://hrmanual.calhr.ca.gov/Home/ManualItem/1/2201.

CONTRACTOR warrants that the cost charged for services under the terms of this Agreement are not in excess of those charged to any other client for the same services performed by the same individuals.

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B.2 CONTRACTOR'S BILLING PROCEDURES

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Section 6, "Payment Conditions", of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number, project name, services, and associated Delivery Order (DO) number, and an original hardcopy shall be sent to the following address or via email to PWFP-Finance-AP@countyofmonterey.gov:

County of Monterey
Department of Public Works, Facilities and Parks – Finance Division
1441 Schilling Place, 2nd Floor
Salinas, California 93901-4527

A courtesy copy of each invoice shall be emailed to County's PM. Any questions pertaining to invoices under this Agreement shall be directed to the PWFP Finance Division at (831) 755-4800 or via email to: PWFP-Finance-AP@countyofmonterey.gov.

County may, in its sole discretion, terminate the Agreement 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.

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Boronda Road Bridge Replacement - Base Services

Date: 5/4/2026

	Consor North America, Inc.					
	Direct Labor:					$158,486.02
	Estimated Salary Increases for Multi-Year Project					$11,385.30
	Subtotal					$169,871.32
	Overhead (1.932):					$328,208.38
A.	**Labor Subtotal**					**$498,079.71**
	Subconsultant Costs:					
	SWCA Environmental Consultants					$171,342.63
	Parikh Consultants, Inc.					$70,640.86
	Whitson Engineers					$34,746.86
	Monument ROW (Optional)					$0.00
B.	**Subconsultant Subtotal**					**$276,730.35**
	Other Direct Costs:					
	Travel *(@ active IRS mileage rate)*	416	miles @		$0.725	$301.60
	Pier Diem/ Hotel	0	days @		$0.000	$0.00
	Equipment Rental and Supplies	0	$0.00		$0.000	$0.00
	Permit Fees	0	@		$0.000	$0.00
	Vendor Reproduction					
	Vellum	0	@	$	-	$0.00
	81/2 X 11 Reproduction	0	@	$	-	$0.00
	11 X 17 Reproduction	0	@	$	-	$0.00
	Mounting Boards for Presentations	0	@	$	-	$0.00
	Newsletters (Translation and printing)	0	@	$	-	$0.00
	Subtotal Vendor Reproduction					$0.00
	Title Report	0	@	$	-	$0.00
	Miscellaneous	1		$	118.78	$118.78
C.	**Other Direct Cost Subtotal:**					**$420.38**
	Labor Subtotal A. =					$498,079.71
	Fixed Fee (12.0%):					$59,769.57
	Subconsultant Subtotal B. =					$276,730.35
	Fixed Fee (0.0%):					$0.00
	Other Direct Cost Subtotal: C. =					$420.38
	Fixed Fee (0.0%):					$0.00
	TOTAL =					**$835,000.00**

Note: Invoices will be based upon actual Consor hourly rates plus overhead at 193.21% plus prorated portion of fixed fee. Subconsultant and Direct Costs will be billed at actual cost. The overhead rate (ICR) shall remain fixed for the contract duration or until both parties modify the rate in writing.

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EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Cost Proposal

Project Number: D253769CA.00 Project Name: Boronda Road Bridge Replacement - Base Services

Task No.	TASKS	Principal Engineer	Senior Engineer	Principal Engineer	Principal Engineer	Professional Engineer	Professional Engineer	Professional Engineer	Engineering Designer	Engineering Designer	Engineering Designer	Senior Engineer	Principal Engineer	Senior Engineer	Professional Engineer	Senior CAD Designer	CAD Technician	Student Intern	Project Coordinator	Consor Total Hours	Consor Total Labor Dollars	Consor Labor	Consor Profit	Consor NLF Budget	NLF + Escalation	Task Cost	Task Hours	SWCA Environmental Consultants	Parikh Consultants	Whitson Engineers	Monument ROW **(Optional)**	Subconsultant Subtotal
		RGF	TZE	SAM	MLR	BCH	ILK	PrEn_1	EnDe_1	EnDe_2	EnDe_3	SeEn_1	PriEn_1	SeEn_2	PrEn_2	CADm	CADt	StIn	PrCo		Direct Labor	Labor + OH Multiplier	Fee Multiplier	Actual Labor Multiplier								
No.	Initial Hourly Rate	$95.70	$81.43	$98.92	$135.23	$71.54	$66.58	$64.81	$42.01	$42.01	$42.01	$87.03	$108.22	$87.03	$64.81	$64.32	$43.00	$23.00	$41.19													
	Key Personnel	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No	No	No	No	No	No	No	No	No													
	Prevailing Wage	No	No	No	No	No	No	No	Yes	Yes	Yes	No	No	No	No	No	Yes	Yes	Yes													
	OT Eligible	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	Yes	Yes	Yes			2.9321	12%	3.2840								
	PHASE 1 - PRELIMINARY ENGINEERING																			0	$0	$0	$0.00	$0	$0							$0
1.0	**Project Management**																			0	$0	$0	$0.00	$0	$0	$ 56,304	212					$0
1.1	Project Controls	4	80		2														16	102	$7,827	$22,949	$2,753.84	$25,703	$27,549							$0
1.2	Kick Off Meeting & Field Investigation	2	14			10	10													36	$2,713	$7,954	$954.44	$8,908	$9,548							$0
1.3	Progress Meetings		28			23	23													74	$5,457	$16,000	$1,919.99	$17,920	$19,207							$0
2.0	**35% Design - Preliminary Engineering**																			0	$0	$0	$0.00	$0	$0	$ 96,384	478					$0
2.1	Preliminary Bridge Design		8			40	40	60		100										248	$14,266	$41,829	$5,019.46	$46,848	$50,214							$0
2.2	Type Selection Report	2	16			24	40	40		80						4	24			230	$13,117	$38,460	$4,615.21	$43,075	$46,170							$0
2.3	Preliminary Right-of-Way Estimate **(OPTIONAL)**																			0	$0	$0	$0.00	$0	$0							$0
3.0	**Survey**																			0	$0	$0	$0.00	$0	$0	$ 7,045	28					$0
3.1	Preliminary Engineering Survey		8			8		12												28	$2,001	$5,869	$704.22	$6,573	$7,045					$34,747		$34,747
3.2	Right-of-Way Survey **(OPTIONAL)**																			0	$0	$0	$0.00	$0	$0							$0
4.0	**Geotechnical Investigations**		8				8			8										24	$1,520	$4,457	$534.87	$4,992	$5,351	$ 5,351	24		$70,641			$70,641
5.0	**Hydrologic and Hydraulic Report**		8			8	8						24	40	168					256	$18,723	$54,898	$6,587.71	$61,485	$65,902	$ 65,902	256					$0
6.0	**Environmental Support**		40			32	24	24												120	$8,700	$25,509	$3,061.06	$28,570	$30,622	$ 30,622	120	$143,038				$143,038
7.0	**65% Design**																			0	$0	$0	$0.00	$0	$0	$ 110,511	642					$0
7.1	65% Plans		8			40	68	40	60	162						4	260			642	$31,396	$92,057	$11,046.88	$103,104	$110,511							$0
7.2	Design Exceptions **(OPTIONAL)**																			0	$0	$0	$0.00	$0	$0							$0
	PHASE 2 - FINAL DESIGN																			0	$0	$0	$0.00	$0	$0							$0
8.0	**95% PS&E**																			0	$0	$0	$0.00	$0	$0	$ 118,271	604					$0
8.1	Independent Check		2						34		68	40								144	$7,929	$23,249	$2,789.86	$26,039	$27,909							$0
8.2	Engineer's Estimate		1			8	8	12	42	68	52									191	$8,770	$25,714	$3,085.65	$28,799	$30,868							$0
8.3	95% Specifications											68								68	$5,918	$17,352	$2,082.27	$19,435	$20,831							$0
8.4	95% Design	1	6			34	34	18	40	68										201	$10,984	$32,206	$3,864.75	$36,071	$38,662							$0
9.0	**100% PS&E**		4	34		20	28	10	24	34										154	$10,069	$29,522	$3,542.70	$33,065	$35,441	$ 35,441	154					$0
10.0	**Right-of-Way Coordination**																			0	$0	$0	$0.00	$0	$0	$ 4,307	16					$0
10.1	Right-of-Way Coordination Support		8			8														16	$1,224	$3,588	$430.58	$4,019	$4,307							$0
10.2	Right-of-Way Appraisals & Acquisitions **(OPTIONAL)**																			0	$0	$0	$0.00	$0	$0							$0
11.0	**Utility Coordination**		8			8		16												32	$2,261	$6,629	$795.44	$7,424	$7,957	$ 7,957	32					$0
12.0	**Post-Construction Stormwater Design (OPTIONAL)**																			0	$0	$0	$0.00	$0	$0	$ -	0					$0
13.0	**Permit Compliance**		16			24		40												80	$5,612	$16,456	$1,974.68	$18,430	$19,754	$ 19,754	80	$28,304				$28,304
14.0	**Bid Period Consultation (OPTIONAL)**																			0	$0	$0	$0.00	$0	$0	$ -	0					$0
	PHASE 3 - CONSTRUCTION (OPTIONAL)																			0	$0	$0	$0.00	$0	$0							$0
15.0	**Construction Support (OPTIONAL)**																			0	$0	$0	$0.00	$0	$0	$ -	0					$0
																				0	$0	$0	$0.00	$0	$0							$0
	Subtotal - Hours	**9**	**263**	**34**	**2**	**287**	**291**	**272**	**200**	**520**	**120**	**108**	**24**	**40**	**168**	**8**	**284**	**0**	**16**	**2646**	**$158,486.02**	**$464,696.86**	**$55,763.62**	**$520,460.48**	**$557,849**	**$ 557,849**	**2646**					0
	Anticipated Salary Increases																				**$11,385.30**	**$33,382.85**	**$4,005.94**	**$37,388.79**								
	Other Direct Costs																				**420**			**$420.38**	**$420.38**							0
	Total Cost	$861	$21,416	$3,363	$270	$20,532	$19,375	$17,628	$8,402	$21,845	$5,041	$9,399	$2,597	$3,481	$10,888	$515	$12,212	$0	$659	**$158,486**	**$169,871**	**$498,080**	**$59,770**	**$558,270**	**$558,270**			**$171,343**	**$70,641**	**$34,747**	**$0**	**$276,730**
																															Total	**$835,000**

Note: Invoices will be based upon actual Consor hourly rates plus overhead at 193.21% plus prorated portion of fixed fee.
Subconsultant and Direct Costs will be billed at actual cost.
The overhead rate (ICR) shall remain fixed for the contract duration or until both parties modify the rate in writing.

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EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Exhibit 10-H1 Cost Proposal Page 1 of 3

Cost-Plus-Fixed Fee or lump sum or Firm Fixed Price contracts
(Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed ☑ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Project: Boronda Road Bridge Replacement - Base Services

Consultant Consor North America, Inc.

Project No. D253769CA.00 Contract No. ---- Date 5/4/2026

DIRECT LABOR

Classification/Title		Name	Initials	Hours	Initial Hourly Rate	Range	Total
Principal Engineer	*	Ferguson, Robert	RGF	9	$ 95.70	$80 - $175	$ 861.30
Senior Engineer	*	Eaton, Tyler	TZE	263	$ 81.43	$55 - $130	$ 21,416.09
Principal Engineer	*	McCauley, Scott	SAM	34	$ 98.92	$80 - $175	$ 3,363.28
Principal Engineer	*	Reno, Mark	MLR	2	$ 135.23	$80 - $175	$ 270.47
Professional Engineer	*	Harrison, Brent	BCH	287	$ 71.54	$45 - $105	$ 20,531.98
Professional Engineer	*	Kotsyubuk, Igor	ILK	291	$ 66.58	$45 - $105	$ 19,374.78
Professional Engineer		Professional Engineer	PrEn_1	272	$ 64.81	$45 - $105	$ 17,628.32
Engineering Designer	**	Engineering Designer	EnDe_1	200	$ 42.01	$35 - $100	$ 8,402.00
Engineering Designer	**	Engineering Designer	EnDe_2	520	$ 42.01	$35 - $100	$ 21,845.20
Engineering Designer	**	Engineering Designer	EnDe_3	120	$ 42.01	$35 - $100	$ 5,041.20
Senior Engineer		Senior Engineer	SeEn_1	108	$ 87.03	$55 - $130	$ 9,399.24
Principal Engineer		Principal Engineer	PriEn_1	24	$ 108.22	$80 - $175	$ 2,597.28
Senior Engineer		Senior Engineer	SeEn_2	40	$ 87.03	$55 - $130	$ 3,481.20
Professional Engineer		Professional Engineer	PrEn_2	168	$ 64.81	$45 - $105	$ 10,888.08
Senior CAD Designer		Senior CAD Designer	CADm	8	$ 64.32	$50 - $105	$ 514.56
CAD Technician	** #	CAD Technician	CADt	284	$ 43.00	$30 - $70	$ 12,212.00
Student Intern	** #	Student Intern	StIn	0	$ 23.00	$18 - $35	$ -
Project Coordinator	** #	Project Coordinator	PrCo	16	$ 41.19	$40 - $65	$ 659.04
			Subtotal:	2646			$ 158,486.02

LABOR COSTS

a) Subtotal Direct Labor Costs $ 158,486.02

b) Anticipated Salary Increases (see page 2 for calculation) $ 11,385.30

c) **Total Direct Labor Costs** [(a) + (b)] $ 169,871.32

INDIRECT COSTS

d) Fringe Benefits (Rate: 62.25%):

e) Total Fringe Benefits [(c) x (d)] $ 105,744.90

f) Overhead (Rate: 0.00%):

g) Overhead [(c) x (f)] $ -

h) General and Administrative (Rate: 130.96%):

i) Gen & Admin [(c) x (h)] $ 222,463.49

j) Total Indirect Costs [(e) + (g) + (i)] $ 328,208.38

FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 12.00% $ 59,769.57

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EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

l) **CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	416	Miles	$ 0.725	$ 301.60
Per Diem/Hotel		Day	$ -	$ -
Equipment Rental and Supplies		EA	$ -	$ -
Permit Fees		EA	$ -	$ -
Vendor Reproduction				$ -
Vellum		EA		$ -
81/2 X 11 Reproduction		EA		$ -
11 X 17 Reproduction		EA		$ -
Mounting Boards for Presentations		EA		$ -
Newsletters (Translation and printing)		EA		$ -
Title Report		EA		$ -
Miscellaneous	1		$ 118.78	$ 118.78
			l) **TOTAL OTHER DIRECT COSTS**	$ 420.38

m) **SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

SWCA Environmental Consultants		$ 171,342.63
Parikh Consultants, Inc.		$ 70,640.86
Whitson Engineers		$ 34,746.86
Monument ROW (Optional)		$ -
	m) **TOTAL SUBCONSULTANTS' COSTS**	$ 276,730.35
	n) **Total Other Direct Costs INCLUDING SUBCONSULTANTS** [(l)+(m)]	$ 277,150.73
	TOTAL COST [(c) + (j) + (k) + (n)]	$ 835,000.00

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.

2. The cost proposal format shall not be amended. Indirect cost rates shall remain fixed for the life of the contract.

3. Anticipated salary increases calculation (page 2) must accompany.

4. "Range" shown for initial salary at time of cost submittal. This is subject to escalation.

5. Employees considered "Non-Exempt" are marked with a "#" and are eligible for overtime (1.5X for overtime and 2.0X for double overtime) as applicable.

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Exhibit 10-H1 Cost Proposal

Cost-Plus-Fixed Fee or Lump Sum or Firm Fixed Price Contracts
(Calculations for Anticipated Salary Increases)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	**5 Year Contract Duration**
$ 158,486.02		2646	=	$59.90	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	$59.90	+	5%	=	$62.89	Year 2 Avg Hourly Rate
Year 2	$62.89	+	5%	=	$66.03	Year 3 Avg Hourly Rate
Year 3	$66.03	+	5%	=	$69.33	Year 4 Avg Hourly Rate
Year 4	$69.33	+	5%	=	$72.80	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	20.00%	*	2646	=	529	Estimated Hours Year 1
Year 2	35.00%	*	2646	=	926	Estimated Hours Year 2
Year 3	30.00%	*	2646	=	794	Estimated Hours Year 3
Year 4	15.00%	*	2646	=	397	Estimated Hours Year 4
Year 5	0.00%	*	2646	=	0	Estimated Hours Year 5
	Total		Total	=	2646	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	$59.90	*	529	=	$31,697.20	Estimated Hours Year 1
Year 2	$62.89	*	926	=	$58,242.43	Estimated Hours Year 2
Year 3	$66.03	*	794	=	$52,414.61	Estimated Hours Year 3
Year 4	$69.33	*	397	=	$27,517.08	Estimated Hours Year 4
Year 5	$72.80	*	0	=	$0.00	Estimated Hours Year 5
			Total Direct Labor Cost with Escalation	=	$169,871.32	
			Direct Labor Subtotal before Escalation	=	$158,486.02	
			Estimated total of Direct Labor Salary Increase	=	**$11,385.30**	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. $250,000 x 2% x 5 yrs = $25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Docusign Envelope ID: BC27599F-6233-8DB7-8397-393DBFCEACEA

Exhibit 10-H1 Cost Proposal Page 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

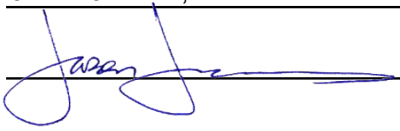
1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Jason Jurrens, P.E. Title *: Regional Manager

Signature :  Date of Certification (mm/dd/yyyy): 5/4/2026

Email: jason.jurrens@consoreng.com Phone Number: 916.368.9181

Address: 2868 Prospect Park Dr, Suite 250, Rancho Cordova, CA 95670

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Project Management, Bridge Replacement PS&E, Hydrologic & Hydraulic Analysis, Stormwater Design

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EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Cost Proposal 1

COST-PLUS-FIXED-FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed ☐ Prime Consultant ☑ Subconsultant

Consultant: SWCA, Inc. Contract No.: Boronda Road Bridge Replacement Date: 1/5/2026

DIRECT LABOR

Classification/Title	Name	Rate Range	Hours	Initial Actual Hourly Rate	Total
Env./Cultural Subject Matter Expert	B. Dugas	$66.81-$102.00	44.00	$ 72.12	$ 3,173.28
Env./Cultural Subject Matter Expert	TBD	$66.81-$102.00	91.00	$ 81.61	$ 7,426.06
Env./Cultural Spec. XII	TBD	$61.21-$66.80		$ 65.40	$ -
Env./Cultural Spec. XI	TBD	$54.21-$61.20	113.00	$ 59.45	$ 6,718.13
Env./Cultural Spec. X	TBD	$48.11-$54.20	282.00	$ 52.68	$ 14,855.06
Env./Cultural Spec. IX	TBD	$43.31-$48.10		$ 46.90	$ -
Env./Cultural Spec. VIII	TBD	$39.01-$43.30	74.00	$ 42.23	$ 3,124.84
Env./Cultural Spec. VII	TBD	$35.41-$39.00	74.00	$ 38.10	$ 2,819.59
Env./ Cultural Spec. VI	TBD	$32.21-$35.40		$ 34.60	$ -
Env./Cultural Spec. V	TBD	$29.81-$32.20	16.00	$ 31.60	$ 505.64
Env./Cultural Spec. IV	TBD	$27.01-$29.80		$ 29.10	$ -
Env./Cultural Spec. III	TBD	$24.76-$27.00	68.00	$ 26.44	$ 1,797.92
Env./Cultural Spec. II	TBD	$23.21-$24.75		$ 24.37	$ -
Env./Cultural Spec I	TBD	$18.00-$23.20		$ 21.90	$ -
Admin. Spec. V	TBD	$29.81-$32.20		$ 31.60	$ -
Tech Editor Spec. IX	TBD	$43.31-$48.10	94.00	$ 46.90	$ 4,408.84
GIS/CADD Spec. IX	TBD	$43.31-$48.10		$ 46.90	$ -
GIS/CADD Spec. VII	TBD	$35.41-$39.00	84.00	$ 38.10	$ 3,200.61
Project Controls Spec. VIII	TBD	$39.01-$43.30	8.50	$ 42.23	$ 358.93
Project Controls Spec. V	TBD	$29.81-$32.20		$ 31.60	$ -

LABOR COSTS

a) Subtotal Direct Labor Costs $ 48,388.88

b) Anticipated Salary Increases **(see page 2)** $ 585.87

c) **TOTAL DIRECT LABOR COSTS** **$ 48,974.75**

FRINGE BENEFITS

d) Fringe Benefits Rate: 64.68% e) Total Fringe Benefits $ 31,676.87

INDIRECT COSTS

f) Overhead Rate: 129.95% g) Overhead $ 63,642.69

h) General and Administrative Rate: 0.00% i) Gen & Admin $ -

j) **TOTAL INDIRECT COSTS** **$ 95,319.56**

FIXED FEE

Rate: 12.00% k) **TOTAL FIXED FEE** **$ 17,315.32**

TOTAL LABOR COSTS **$ 161,609.63**

l) **CONSULTANT'S OTHER DIRECT COSTS (ODC)**

Description	Quantity	Unit	Unit Cost	Total
Mileage/Fuel	1080	mile	$ 0.725	$ 783.00
Permits	1	each	$ 750.00	$ 750.00
Lodging/Housing	0	per day	$ 180	$ -
Tablet + GPS	5	per day	$ 40.00	$ 200.00
Per diem	0	per day	$ 68.00	$ -

l) **TOTAL OTHER DIRECT COSTS** **$ 1,733.00**

m) **SUBCONSULTANTS' COSTS**

Ambient	$ 8,000.00
	$ -
	$ -

m) **TOTAL SUBCONSULTANTS' COSTS** **$ 8,000.00**

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS** **$ 9,733.00**

TOTAL COST **$ 171,342.63**

NOTES:

- Employees subject to prevailing wage (PW) requirements to be marked with an *.
- ODC items should be based on actual costs and supported by historical data and other documentation.
- ODC items that would be considered “tools of the trade” are not reimbursable.
- ODC items should be consistently billed directly to all clients, not just when client will pay for them as a direct cost.
- ODC items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in overhead rate.

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EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Cost Proposal 1

ACTUAL COST-PLUS-FIXED-FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(SAMPLE CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant: SWCA, Inc. Contract No.: _____ Date: 1/5/2026

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	**5 Year Contract Duration**
$48,388.88	948.50	=	51.016216	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	$51.02	+	4%	=	$53.06	Year 2 Avg Hourly Rate
Year 2	$53.06	+	4%	=	$55.18	Year 3 Avg Hourly Rate
Year 3	$55.18	+	4%	=	$57.39	Year 4 Avg Hourly Rate
Year 4	$57.39	+	4%	=	$59.68	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	70.0%	*	949	=	664	Estimated Hours Year 1
Year 2	30.0%	*	949	=	285	Estimated Hours Year 2
Year 3	0.0%	*	949	=	0	Estimated Hours Year 3
Year 4	0.0%	*	949	=	0	Estimated Hours Year 4
Year 5	0.0%	*	949	=	0	Estimated Hours Year 5
Total	100%		Total	=	949	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	$51.02	*	664	=	$33,874.77	Estimated Hours Year 1
Year 2	$53.06	*	285	=	$15,099.98	Estimated Hours Year 2
Year 3	$55.18	*	0	=	$0.00	Estimated Hours Year 3
Year 4	$57.39	*	0	=	$0.00	Estimated Hours Year 4
Year 5	$59.68	*	0	=	$0.00	Estimated Hours Year 5
			Total Direct Labor Cost with Escalation	=	$48,974.75	
			Direct Labor Subtotal before Escalation	=	$48,388.88	
			Estimated total of Direct Labor Salary Increase	=	**$585.87**	*Transfer to Page 1*

NOTES:

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. $250,000 x 2% x 5 yrs = $25,000 is not an acceptable methodology)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.

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CERTIFICATE OF DIRECT COSTS

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United Stated Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name :	Denis Henry	Title *:	Chief Finanical Officer
Signature :		Date of Certification (mm/dd/yyyy) :	1/5/2026
Email :	dhenry@swca.com	Phone Number :	602-274-3831
Address :	2929 N. Central Ave. Suite 1800 Phoenix, AZ 85012		

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Environmental consulting services

Docusign Envelope ID: BC27599F-6233-8DB7-8397-393DBFCEACEA

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Cost Proposal 1
Cost Plus Fixed Fee or Lump Sum

Note: Mark-ups are Not Allowed ☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant

Consultant: **Parikh Consultants, Inc.**

Project No. **Boronda Road Bridge Replacement** Contract No. _____ Date **4/17/2026**

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Manager	G. Parikh	4	$ 113.88	$ 455.52
Sr. Project Engineer/QA QC Manager	D. Wang	30	$ 87.56	$ 2,626.80
Senior Engineer - II	TBD	0	$ 90.00	$ -
Senior Engineer - I	TBD	76	$ 82.50	$ 6,270.00
Sr. Project Engineer/Geologist	TBD	0	$ 70.00	$ -
Project Geologist/CEG	TBD	2	$ 70.00	$ 140.00
Staff Engineer	TBD	88	$ 50.00	$ 4,400.00
Field Engineer/Geologist	TBD	30	$ 62.50	$ 1,875.00
Lab Technician	TBD	24	$ 40.00	$ 960.00
Drafting/Cadd Tech	TBD	6	$ 47.50	$ 285.00
Project Control	TBD	4	$ 90.00	$ 360.00
Technical Editor	TBD	0	$ 40.00	$ -

LABOR COSTS

a) Subtotal Direct Labor Costs	$ 17,372.32	
b) Anticipated Salary Increases (see page 2 for calculation)	$ 347.45	
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]		$ 17,719.77

INDIRECT COSTS

d) Fringe Benefits (Rate: 43.10%)	e) Total Fringe Benefits [(c) x (d)]	$ 7,637.22
f) Overhead (Rate: 134.15%)	g) Overhead [(c) x (f)]	$ 23,771.07
h) General and Administrative (Rate: 0.00%)	i) Gen & Admin [(c) x (h)]	$ -
	j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)]	$ 31,408.29
FIXED FEE	k) **TOTAL FIXED FEE** [(c) + (j)] x fixed fee: 10%	$ 4,912.81

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Encroachment Permits	0	per	$ -	$ -
Drilling Permits	0	per	$ 500.00	$ -
Private Utility Locator	0	per	$ 2,250.00	$ -
Drilling	1	per	$ 15,700.00	$ 15,700.00
Outside Laboratory Testing	1	per	$ 600.00	$ 600.00
Traffic Control	1	per	$ -	$ -
Traffic Control Plans	1	per	$ -	$ -
			l) TOTAL OTHER DIRECT COSTS	**$ 16,600.00**

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: _____

Subconsultant 2: _____

m) TOTAL SUBCONSULTANTS' COSTS	$ -
n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]	$ 16,600.00
TOTAL COST [(c) + (j) + (k) + (n)]	**$ 70,640.86**

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

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EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Cost Proposal 1
Cost Plus Fixed Fee or Lump Sum

CALCULATIONS FOR ANTICIPATED SALARY INCREASES

Consultant **Parikh Consultants, Inc.**

Project No. **Boronda Road Bridge Replacement** Contract No. _____ Date **4/17/2026**

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
$ 17,372.32	264	=	$ 65.80	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	$ 65.80	+	5%	=	$ 69.09	Year 2 Avg Hourly Rate
Year 2	$ 69.09	+	5%	=	$ 72.55	Year 3 Avg Hourly Rate
Year 3	$ 72.55	+	5%	=	$ 76.18	Year 4 Avg Hourly Rate
Year 4	$ 76.18	+	5%	=	$ 79.99	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	60.00%	×	264.0	=	158.4	Estimated Hours Year 1
Year 2	40.00%	×	264.0	=	105.6	Estimated Hours Year 2
Year 3	0.00%	×	264.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	×	264.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	×	264.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	264.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	$ 65.80	×	158	=	$ 10,423.39	Estimated Hours Year 1
Year 2	$ 69.09	×	106	=	$ 7,296.37	Estimated Hours Year 2
Year 3	$ 72.55	×	0	=	$ -	Estimated Hours Year 3
Year 4	$ 76.18	×	0	=	$ -	Estimated Hours Year 4
Year 5	$ -	×	0	=	$ -	Estimated Hours Year 5
			Total Direct Labor Cost with Escalation	=	$ 17,719.77	
			Direct Labor Subtotal before Escalation	=	$ 17,372.32	
			Estimated total of Direct Labor Salary Increase	=	**$ 347.45**	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. $250,000 x 2% x 5 yrs = $25,000 is not an acceptable methodology).
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

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Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Proceedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management and Administration of Engineering and Design Related Service
6. 48 Ccode of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name:	David Wang	Title *:	Senior Principal
Signature:	David Wang Digitally signed by David Wang DN: C=US, E=dwang@parikhnet.com, CN=David Wang Date: 2026.05.02 10:54:13-07'00'	Date of Certification:	4/17/2026
Email:	dwang@parikhnet.com	Phone number:	(408) 452-9000
Address:	1497 N. Milpitas Blvd, Milpitas, CA 95035		

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Geotechnical Engineering Services

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EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Exhibit 10-H1 Cost Proposal
Cost-Plus-Fixed Fee or Lump Sum or Firm Fixed Price Contracts
(Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Consultant: Whitson and Associates, Inc. dba Whitson Engineers

Project No.: 4869.00 Boronda Bridge, Over Carmel River Contract No.: _____ Date: 4/21/2026

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal	Richard Weber	0	$145.00	$ -
Senior Land Surveyor	Thomas Hannah	11	$73.00	$ 803.00
Land Surveyor	Chuck Pugh	10	$78.50	$ 785.00
Land Surveyor	Mike Hink	5	$75.00	$ 375.00
Associate Surveyor	Jon Bell	17	$54.00	$ 918.00
Associate Surveyor	Ed Pietsch	15	$50.00	$ 750.00
2 Person Survey Crew	DIR Chief of Party rate	54	$183.69	$ 9,919.26
Administrator	Adam Tucker	4	$55.50	$ 222.00

LABOR COSTS

a) Subtotal Direct Labor Costs $ 13,772.26

b) Anticipated Salary Increases (see Antcipated Salary Increases page for calculations) $ -

c) **Total Direct Labor Costs** [(a) + (b)] **$ 13,772.26**

INDIRECT COSTS

d) Fringe Benefits (Rate: 29.34%) e) Total Fringe Benefits [(c) x (d)] $ 4,040.78

f) Overhead (Rate: 41.02%) g) Overhead [(c) x (f)] $ 5,649.38

h) General and Administrative (Rate: 59.00%) i) Gen & Admin [(c) x (h)] $ 8,125.63

j) **Total Indirect Costs** [(e) + (g) + (i)] **$ 17,815.80**

FIXED FEE

k) **TOTAL FIXED FEE** [(c) + (j)]* fixed fee 10%] **$ 3,158.81**

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quatity	Unit	Unit Cost	Total
Title Reports	0		$500.00	$ -
				$ -
			$0.00	$ -
			$0.00	$ -

l) **TOTAL OTHER DIRECT COSTS** **$ -**

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: $

(m) TOTAL SUBCONSULTANS' COSTS **$ -**

(n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] **$ -**

TOTAL COST [(c) + (j) + (k) + (n)] **$ 34,746.86**

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Exhibit 10-H1 Cost Proposal

Actual Cost-Plus-Fixed Fee or Lump Sum or Firm Fixed Price Contracts
(Calculations for Anticipated Salary Increases)

1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	**5 Year Contract Duration**
$ 13,772.26	/	324	=	$0.00	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all periods (Increase the Average hourly rate for a period by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	$0.00	+	5%	=	$0.00	Year 2 Avg Hourly
Year 2	$0.00	+	5%	=	$0.00	Year 3 Avg Hourly
Year 3	$0.00	+	5%	=	$0.00	Year 4 Avg Hourly Rate
Year 4	$0.00	+	5%	=	$0.00	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each period by total hours)

	Estimated % Completed Each Period		Total Hours per Cost Proposal		Total Hours per Period	
Year 1	100.00%	*	324	=	324	Estimated Hours Year 1
Year 2	0.00%	*	324	=	0	Estimated Hours Year 2
Year 3	0.00%	*	324	=	0	Estimated Hours Year 3
Year 4	0.00%	*	324	=	0	Estimated Hours Year 4
Year 5	0.00%	*	324	=	0	Estimated Hours Year 5
Total	100%		Total	=	324	

4. Calculate Total Costs including Escalation (Multiply average hourly rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated Hours (calculated above)		Cost Per Period	
Year 1	$0.00	*	65	=	$0.00	Estimated Hours Year 1
Year 2	$0.00	*	0	=	$0.00	Estimated Hours Year 2
Year 3	$0.00	*	0	=	$0.00	Estimated Hours Year 3
Year 4	$0.00	*	0	=	$0.00	Estimated Hours Year 4
Year 5	$0.00	*	0	=	$0.00	Estimated Hours Year 5

Total Direct Labor Cost with Escalation	=	$0.00	
Direct Labor Subtotal before escalation	=	$0.00	
Estimated total of Direct Labor Salary Increase	=	**$0.00**	Transfer to Page 1

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Exhibit 10-H1 Cost Proposal

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Kimberley Woltman Title*: CFO

Signature: Kimberley Woltman Date of Certification (mm/dd/yyyy): 4/21/2026

Email: kwoltman@whitsonengineers.com Phone Number: 831-649-5225

Address: 6 Harris Court, Monterey, CA 93940

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Land Surveying services

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EXHIBIT B - FEDERAL PROVISIONS

Verbatim – Articles V, VI, VII, VIII, IX, X, XI, XII, XIII, XIV, XV, XVI, XVII, XVIII, XX, XXI, XXII, XXIII, XXIV, XXV, XXVI, XXVII, XXVIII, XXIX, XXX, and XXXII from Caltrans Local Assistance Procedures Manual, Exhibit 10-R: Architectural and Engineering Boilerplate Agreement Language (January 2026)

(For Local Assistance Federal-Aid Projects)

NOTE TO LOCAL AGENCY - BE SURE THAT YOUR LEGAL STAFF REVIEWS AND APPROVES ALL CONSULTANT CONTRACTS BEFORE EXECUTION. THIS AGREEMENT LANGUAGE IS RECOMMENDED LANGUAGE,
EXCEPT ARTICLE XXXII TITLE VI ASSURANCES (APPENDICES A AND E MUST BE PHYSICALLY INCLUDED, UNMODIFIED, IN ANY FEDERAL-AID CONTRACT AND APPENDICES B-D MUST BE PHYSCIALLY INCLUDED, UNMODIFIED, IN ANY FEDERAL-AID CONTRACT INVOLVING RIGHT OF WAY ACQUISITION). MODIFY AS RECOMMENDED BY YOUR OWN LEGAL STAFF AND TO FIT YOUR PARTICULAR REQUIREMENTS AND PROJECT.
THE FISCAL AND FEDERAL PROVISIONS ARE REQUIRED IN ALL FEDERALLY FUNDED CONTRACTS. THE ORIGINAL INTENT OF THE ARTICLE SHALL REMAIN, IF MODIFIED BY YOUR LEGAL STAFF.
THIS EXHIBIT CONTAINS FISCAL REQUIREMENTS FROM 2 CFR 200 AND IS TO BE USED FOR STATE-ONLY FUNDED CONTRACTS AS WELL.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

A. The method of payment for this AGREEMENT will be based on actual cost plus a fixed fee. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY's approved overhead rate set forth in the Cost Proposal. In the event, that LOCAL AGENCY determines that a change to the work from that specified in the Cost Proposal and AGREEMENT is required, the AGREEMENT time or actual costs reimbursable by LOCAL AGENCY shall be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I" of this Article shall not be exceeded, unless authorized by AGREEMENT amendment.

B. The indirect cost rate established for this AGREEMENT is extended through the duration of this specific AGREEMENT. CONSULTANT's agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or AGREEMENT award.

C. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a fixed fee of **$835,000**. The fixed fee is nonadjustable for the term of the AGREEMENT, except in the event of a significant change in the scope of work and such adjustment is made by AGREEMENT amendment.

D. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.

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E. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

F. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this AGREEMENT.

G. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT.

H. CONSULTANT will be reimbursed promptly according to California Regulations upon receipt by LOCAL AGENCY's Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY including any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

Edgar E. Rizo, EIT, Assistant Engineer
County of Monterey
Department of Public Works, Facilities and Parks
1441 Schilling Place, 2nd Floor, Salinas, California 93901-4527

I. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed **$835,000**.

J. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

ARTICLE VI TERMINATION

A. This AGREEMENT may be terminated by LOCAL AGENCY, provided that LOCAL AGENCY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

B. LOCAL AGENCY may temporarily suspend this AGREEMENT, at no additional cost to LOCAL AGENCY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If LOCAL AGENCY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities

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under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.

C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to LOCAL AGENCY for damages sustained by LOCAL AGENCY by virtue of any breach of this AGREEMENT by CONSULTANT, and LOCAL AGENCY may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due LOCAL AGENCY from CONSULTANT is determined.

D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. The CONSULTANT agrees that 48 CFR 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.

B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR 31 or 2 CFR 200 are subject to repayment by the CONSULTANT to LOCAL AGENCY.

D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

ARTICLE VIII RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and LOCAL AGENCY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition. LOCAL AGENCY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

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ARTICLE IX AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.

B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.

D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, LOCAL AGENCY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

   1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR (e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing

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Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines) is received and approved by IOAI.

Accepted rates will be as follows:

a. If the proposed rate is less than one hundred fifty percent (150%) – the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.

b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) – the accepted rate will be eighty-five percent (85%) of the proposed rate.

c. If the proposed rate is greater than two hundred percent (200%) – the accepted rate will be seventy-five percent (75%) of the proposed rate.

2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.

3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.

4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X SUBCONTRACTING

A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the LOCAL AGENCY and any Subconsultants, and no subagreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the LOCAL AGENCY for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its Subconsultants is an independent obligation from the LOCAL AGENCY's obligation to make payments to the CONSULTANT.

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B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the LOCAL AGENCY Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.

C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.

D. Any substitution of Subconsultants must be approved in writing by the LOCAL AGENCY Contract Administrator in advance of assigning work to a substitute Subconsultant.

E. Prompt Progress Payment
CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal.

F. Prompt Payment of Withheld Funds to Subconsultants
No retainage will be held by the LOCAL AGENCY from progress payments due to CONSULTANT. CONSULTANTS and subconsultants are prohibited from holding retainage from subconsultants. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant.

ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

A. Prior authorization in writing by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars ($5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

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B. For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars ($5,000), with prior authorization by LOCAL AGENCY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.

C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:

1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars ($5,000) or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.

2. Regulation 2 CFR 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars ($5,000) is credited to the project.

ARTICLE XII STATE PREVAILING WAGE RATES

A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.

B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (https://dot.ca.gov/programs/construction/labor-compliance). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve LOCAL AGENCY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at http://www.dir.ca.gov.

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D. Payroll Records

1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

   a. The information contained in the payroll record is true and correct.

   b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.

2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by LOCAL AGENCY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:

   a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.

   b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.

   c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.

3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.

4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by LOCAL AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.

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5. The CONSULTANT shall inform LOCAL AGENCY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.

6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to LOCAL AGENCY, forfeit one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by LOCAL AGENCY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.

E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the LOCAL AGENCY Contract Administrator.

F. Penalty

1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the LOCAL AGENCY a penalty of not more than two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.

3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.

4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the CONSULTANT of the project is not liable for the penalties described above unless the CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of

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wages to those workers or unless the CONSULTANT fails to comply with all of the following requirements:

a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.

b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.

c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.

d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.

5. Pursuant to Labor Code §1775, LOCAL AGENCY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.

6. If LOCAL AGENCY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by LOCAL AGENCY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the LOCAL AGENCY, twenty-five dollars ($25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

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H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars ($30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

2. CONSULTANTs and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at https://www.dir.ca.gov/das/, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XIII CONFLICT OF INTEREST

A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project which will follow.

B. CONSULTANT certifies that it has disclosed to LOCAL AGENCY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise LOCAL AGENCY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either LOCAL AGENCY ordinance or State law.

C. The CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.

D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value

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of the work actually performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING

A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:

1. No State, Federal, or LOCAL AGENCY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this 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, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars ($10,000) and not more than one hundred thousand dollars ($100,000) for each such failure.

C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars ($100,000), and that all such subrecipients shall certify and disclose accordingly.

ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

A. The CONSULTANT’s signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR §11102.

B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT’s benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender

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expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by LOCAL AGENCY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the LOCAL AGENCY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or LOCAL AGENCY shall require to ascertain compliance with this clause.

E. CONSULTANT and its subconsultant*s* shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.

G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.

I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin.

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:

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1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;

3. Does not have a proposed debarment pending; and

4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

B. Any exceptions to this certification must be disclosed to LOCAL AGENCY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

C. Exceptions to the Federal Government excluded parties (https://sam.gov/content/home) maintained by the U.S. General Services Administration are to be determined by FHWA.

ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE)

A. CONSULTANT or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26).

In accordance with 49 CFR 26.13(b):
CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the LOCAL AGENCY deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;

(2) Assessing sanctions and/or

(3) Disqualifying CONSULTANT from future proposing as non-responsible

ARTICLE XX FUNDING REQUIREMENTS

A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.

B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to LOCAL AGENCY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the

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Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.

D. LOCAL AGENCY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

ARTICLE XXI CHANGE IN TERMS

A. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.

B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.

C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by LOCAL AGENCY's Contract Administrator.

ARTICLE XXII CONTINGENT FEE

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXIII DISPUTES

Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and Department Head, who may consider written or verbal information submitted by CONSULTANT.

B. Not later than thirty (30) calendar days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by

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LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

ARTICLE XXIV INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

ARTICLE XXV SAFETY

A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.

B. Pursuant to the authority contained in Vehicle Code §591, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XXVI OWNERSHIP OF DATA

A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of LOCAL AGENCY, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, LOCAL AGENCY shall be entitled to, and CONSULTANT shall deliver to LOCAL AGENCY, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to LOCAL AGENCY which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by LOCAL AGENCY.

B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the

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sole and exclusive property of LOCAL AGENCY without restriction or limitation upon its use or dissemination by City.

C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by LOCAL AGENCY for another project or project location shall be at LOCAL AGENCY's sole risk.

D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).

E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY's CONSTRUCTION CONTRACTOR

A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this AGREEMENT.

C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary extending the termination date of this AGREEMENT in order to resolve the construction claims.

ARTICLE XXVIII CONFIDENTIALITY OF DATA

A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.

C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's

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staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.

D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.

E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity, other than LOCAL AGENCY, Caltrans, and/or FHWA. All of the materials prepared or assembled by CONSULTANT pursuant to performance of this Contract are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of LOCAL AGENCY or except by court order. If CONSULTANT or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, LOCAL AGENCY has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited to, LOCAL AGENCY's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code §10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXX EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

ARTICLE XXXII TITLE VI ASSURANCES

APPENDICES A - E of the TITLE VI ASSURANCES

[*The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and a consultant to contain Appendices A and E of the Title VI Assurances.*]

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

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EXHIBIT B - FEDERAL PROVISIONS

a. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

b. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

d. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.

e. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

    i. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

    ii. cancellation, termination or suspension of the Agreement, in whole or in part.

f. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

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APPENDIX E

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;

- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38; • The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with

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Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C.1681 et seq).

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EXHIBIT C – INCORPORATION OF RFP #10964, ADDENDUMS NO. 1 AND NO. 2 TO RFP #10964, AND PROPOSAL DOCUMENTS

The County invited submittals to Request for Proposals (RFP) through RFP #10964, to provide bridge design services for the Boronda Road Bridge Replacement Project. CONSOR North America, Inc. submitted a responsive and responsible Proposal to perform the services listed in RFP #10964. County selected CONSOR North America, Inc. to provide bridge design services for the Boronda Road Bridge Replacement Project.

RFP #10964, Addendums No. 1 and No. 2 to RFP #10964, and the Proposal submitted by CONSOR North America, Inc. are hereby incorporated into this Agreement by this reference.

ATTACHMENT B – PROJECT BUDGET

COUNTY OF MONTEREY
DEPARTMENT OF PUBLIC WORKS, FACILITIES AND PARKS
BORONDA ROAD BRIDGE REPLACEMENT PROJECT
COUNTY PROJECT NO. 1181, FEDERAL PROJECT NO. BPMPL-5943(150)

PROJECT BUDGET

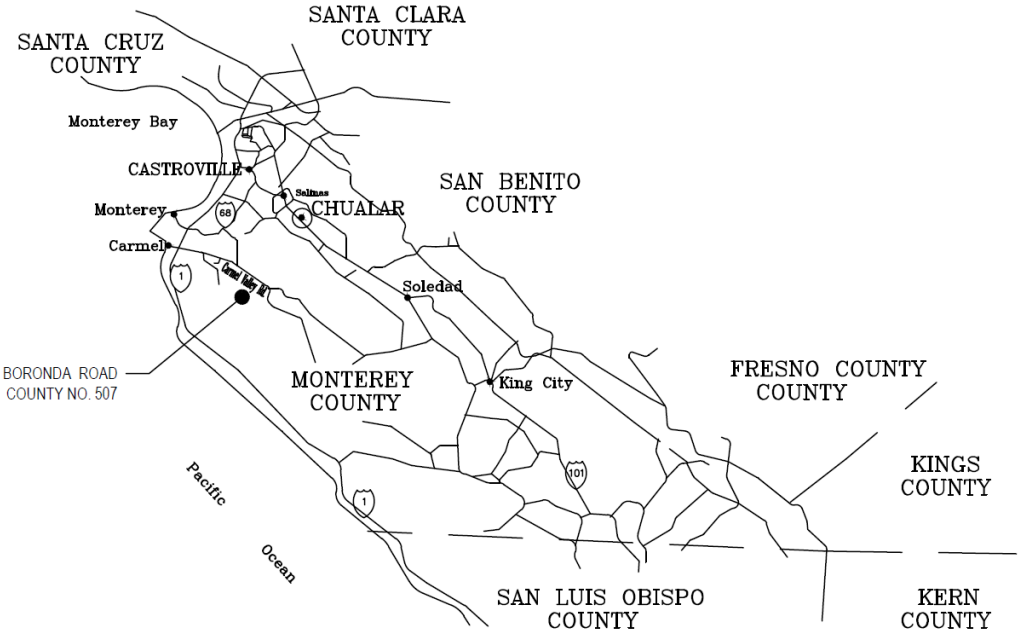
Design Engineering and Environmental		$1,350,143
Right of Way/Utilities		$ 620,000
Construction Management		$ 950,000
Construction Contract		
Engineer's Estimate	$5,500,000	
10% Contingency	$ 550,000	
Construction Staking	$ 110,000	
		$6,160,000
TOTAL ESTIMATED PROJECT COST:		**$9,080,143**

REVENUE

Federal Funds	
Highway Bridge Program (HBP)	$7,611,270
Local Funds	
Measure X	$1,468,873
TOTAL:	**$9,080,143**

ATTACHMENT C - LOCATION MAP

COUNTY OF MONTEREY
DEPARTMENT OF PUBLIC WORKS, FACILITIES AND PARKS
BORONDA ROAD BRIDGE REPLACEMENT PROJECT
COUNTY PROJECT NO. 1181, FEDERAL PROJECT NO. BPMPL-5943(150)



LOCATION MAP

MONTEREY COUNTY PUBLIC WORKS

PUBLIC WORKS, FACILITIES AND PARKS
ROAD AND BRIDGES ENGINEERING

1441 SCHILLING PLACE, 2ND FLOOR
SALINAS, CALIFORNIA 93901
(831) 755-4800

VICINITY MAP

BORONDA RD. BRIDGE REPLACEMENT
PROJECT NO. 1181

DATE	SHEET
6/1/2026	1
SCALE	OF
NTC	1

Attachment D

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COUNTY OF MONTEREY
DEPARTMENT OF PUBLIC WORKS,
FACILITIES AND PARKS
1441 SCHILLING PLACE, SOUTH - 2ND FLOOR
SALINAS, CALIFORNIA 93901-4527
(831) 755-4800

REQUEST FOR PROPOSALS #10964

BRIDGE DESIGN SERVICES
BORONDA ROAD BRIDGE REPLACEMENT PROJECT
COUNTY OF MONTEREY, CALIFORNIA

COUNTY PROJECT NO. 1181
FEDERAL HIGHWAY BRIDGE PROGRAM – LOCAL
PROJECT NO. BRLO-5944(150)

COUNTY OF MONTEREY
DEPARTMENT OF PUBLIC WORKS, FACILITIES AND PARKS

Proposals are due by 4:00 p.m. (PST)
Thursday, January 22, 2026

Approved as to form:

Signed by:
Mary Grace Perry
76A18B9BA72D498...

Mary Grace Perry
Deputy County Counsel

Date: December 4, 2025

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1.0 INTENT

1.1 The County of Monterey Department of Public Works, Facilities and Parks, hereinafter referred to as "COUNTY", is soliciting proposals from a qualified organization(s), hereinafter referred to as "CONTRACTOR", to provide bridge design services for the Boronda Road Bridge Replacement project in Carmel Valley, California (Project).

1.2 This solicitation is intended for a single, exclusive AGREEMENT.

2.0 BACKGROUND

2.1 The Boronda Road Bridge is a one lane bridge across the Carmel River. It is located approximately 0.5 miles south of the intersection of Boronda Road and Carmel Valley Road. The bridge was designed and built by the County of Monterey in approximately 1946. No as-built plans are available.

2.2 In 1997, the COUNTY received funding to evaluate replacement of the bridge under the California Department of Transportation's (Caltran's) Seismic Retrofit Program. Through a competitive solicitation, Dokken Engineering, Inc. (Dokken) was selected to perform these evaluations. In its Design Strategy Report, dated January 28, 1998, Dokken concluded that bridge replacement was the most suitable alternative and Caltrans concurred. Preliminary design drawings and an Environmental Impact Report were prepared. Because of public resistance and work load the COUNTY ultimately delayed the project.

2.3 In 2023, Caltrans directed the COUNTY to reinitiate the project. In October 2024, Dokken prepared an update to its 1998 report and is presented in Appendix I to this RFP. In July 2025, Caltrans approved a scope change from seismic retrofit to replacement.

2.4 Bridge Details: Bridge details are described in Appendix I to this RFP.

2.5 Federal funds will be utilized to design and construct the Project. Consequently, the following is required and must be considered in responding to this RFP:

- National Environmental Policy Act (NEPA) environmental clearance
- Full conformance to the Uniform Relocation, Assistance and Real Property Acquisition Policies Act of 1970 (i.e., the "Uniform Act") for all right of way acquisition procedures, and preparation of a Right of Way Certification
- Federal Highway Administration (FHWA) Buy America compliance
- Inclusion of FHWA Form 1273 in the contract documents and the Agreement along with Mandatory Federal Language described in Exhibit 12-G of the Local Assistance Procedures Manual (LAPM)
- Plans, Specifications, and Estimate (PS&E) pursuant to Chapter 12 of the LAPM
- Construction Engineering (CE)/Contract Administration in conformance with Chapter 16 of the LAPM

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3.0 CALENDAR OF EVENTS

3.1 A calendar of events related to this solicitation is presented below:

Release RFP	December 4, 2025
Deadline for Written Questions	January 8, 2026
Posted Response to Written Questions	January 15, 2026
Proposal Package Submittal Deadline	January 22, 2026
Notification of Selection (Approximate)	March 2026
Estimated AGREEMENT Date	April 2026

3.2 Prospective CONTRACTORS who received notification of this solicitation by means other than through a COUNTY of Monterey mailing, shall contact the person designated in Section 4.0 COUNTY POINT OF CONTACT herein to request to be added to the mailing list. Inclusion on the mailing list is the only way to ensure timely notification of any addenda and/or information that may be issued prior to the solicitation submittal date. It is the contractors' sole responsibility to ensure that they receive any and all addenda for this RFP by either informing the COUNTY of their mailing information or by regularly checking the COUNTY's Solicitation Center web page at:

https://www.COUNTYofmonterey.gov/government/departments-i-z/public-works-facilities-parks/public-works/projects-out-to-bid

3.3 Addenda will be posted on the website the day they are released.

4.0 COUNTY POINT OF CONTACT

4.1 Questions and correspondence regarding this solicitation shall be directed to:

Kyle Oyama, Project Manager III
COUNTY of Monterey
Department of Public Works, Facilities and Parks
1441 Schilling Place South, 2nd Floor
Salinas, CA 93901-4527
Phone: (831) 755-5090
Email: oyamak@COUNTYofmonterey.gov

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4.2 Questions regarding this solicitation shall be submitted in writing (e-mail is acceptable and preferable). Answers to questions received will be issued via an Addendum to this RFP and posted on the COUNTY's Solicitation Center website.

4.3 The deadline for submitting written questions regarding this solicitation is indicated in Section 3.0 CALENDAR OF EVENTS herein. Questions submitted after the deadline will not be answered.

4.4 Prospective CONTRACTORS shall not contact COUNTY officers or employees with questions or suggestions regarding this solicitation except through the designated contact listed above. Any unauthorized contact may be considered undue pressure and cause for disqualification of the CONTRACTOR.

5.0 SCOPE OF WORK

5.1 CONTRACTOR Minimum Work Performance Percentage: CONTRACTOR shall perform not less than fifty percent (50%) of the original total Agreement price with its own personnel.

5.2 Specialized Design Issues: The Project requires a diversity of expertise and the ability to deal with several specialized design issues. Of particular interest to the COUNTY are the qualifications and experience of the individual(s) who will be directly involved in the Project, specifically as they relate to the Caltrans Federal Highway Bridge Program (HBP)

5.3 A sample Scope of Work is provided in Appendix II.

5.4 CONTRACTOR shall advocate for the COUNTY and ensure the product produced is in the best interest of the COUNTY. CONTRACTOR shall deliver products on or ahead of schedule and within proposed budget.

5.5 All work shall be performed in conformance with all applicable COUNTY, State, and Federal laws, including but not limited to COUNTY Standards, Caltrans State Standard Plans and Specifications, Manual on Uniform Traffic Control Devices, and ADA, as may be revised and amended from time to time.

6.0 REQUIRED CONTENT/PROPOSAL FORMAT

6.1 **Content and Layout:** CONTRACTOR'S proposal shall be organized per the listing below, and provide the information requested as applicable to the proposed services. The proposal shall include, at a minimum, the following information in the format indicated. Each attachment must be clearly labeled in the upper right corner: RFP No. 10964 Attachment "X":

6.2 **Cover Letter:** Proposal package shall be accompanied by a cover letter not exceeding two (2) pages providing firm and contact information.

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6.3 **Signed RFP Signature Page (Attachment A):** Proposals shall be submitted with the completed signature page provided in Appendix III of this RFP. Signatures shall be manual and in BLUE INK. Notations must be typed or written in BLUE ink. Errors may be crossed out and corrections printed in ink or typed adjacent to said correction and must be initialed in BLUE ink by the person signing the proposal package.

6.4 **Signed Addenda (Attachment B):** Include all addenda released for this solicitation. Proposals submitted without signed addenda shall be deemed non-responsive. Signatures shall be manual and in BLUE INK. Prices and notations must be typed or written in BLUE INK. Errors may be crossed out and corrections printed in ink or typed adjacent to said correction and must be initialed in BLUE INK by the person signing the proposal package.

6.5 **General Firm Information (Attachment C):** Provide general information about your firm which, at minimum, includes the information listed below and following the outline provided below:

6.5.1 **Firm Name and Address, Year Established:** Provide the year the firm (or branch office, if appropriate) was established under current name.

6.5.2 **Data Universal Numbering System (DUNS) Number:** Insert the Data Universal Numbering System (DUNS) number issued by Dun and Bradstreet Information Services. Firms must have a DUNS number.

6.5.3 **Ownership Type:** Enter the type of ownership or legal structure of the firm (sole proprietor, partnership, corporation, limited liability corporation, joint venture, etc.).

6.5.4 **Point of Contact:** Provide the point of contact information for a representative of the firm that COUNTY can contact for additional information. Representative shall be authorized to speak on behalf of the firm regarding contractual and policy matters.

6.5.5 **Former Firm Name(s):** Indicate any previous names for the firm (or branch office) during the last five (5) years. Indicate the year the firm name change or changes was/were effective and the associated DUNS number. This information is used to review past performance on Federal contracts.

6.5.6 **Employee by Discipline:** Specify all staff members anticipated to work on the Project, including their job titles, their area of specialty, role/responsibility and licenses and/or certifications they hold.

6.5.7 **Litigation History:** Provide a description of litigation to which your firm has been a party to in the past five (5) years. Please include the following details:

- Name of case/court case number
- Date filed
- Court in which case was filed
- Judgment or result

6.6 **Organizational Chart of Proposed Project Team: (Attachment D):** Provide an organizational chart illustrating CONTRACTOR'S Project team. The chart shall show the names and roles of all key personnel and the firm they are associated with if they are a subcontractor. The chart shall provide a clear picture of the working relationship between all key personnel on the proposed team.

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6.7 **Resume(s) of Key Personnel for this Contract: (Attachment E):** Provide resume(s) for each key person on the Project team. COUNTY will be looking at each proposed team member's relevant technical expertise listed in the Scope of Work. COUNTY will also check that key personnel have the appropriate licenses, registrations, and certifications to support design of tasks listed in COUNTY's Scope of Work (Appendix II). Indicate whether some or all team members have previously worked together on similar projects.

6.8 **Project Experience and References: (Attachment F):**

6.8.1 **References:** CONTRACTOR shall describe at least three (3) projects for which it provided services similar to the services being solicited herein. For each project, the following shall be provided:

- Project Name
- Brief Project Description

6.8.2 Include information about scope, schedule, and record of performance. The description shall discuss the entire project delivery team, i.e. subcontractors and their respective roles. Include any relevant experience with Caltrans LAPM, LAPG, FHWA and ADA. Information should discuss the type of CEQA/NEPA document to be prepared for the project as well as the regulatory permits obtained. At a minimum, each project shall include the following:

- Client name
- Client contact information
- Include telephone number and e-mail address of the client's project manager.
- Size of project
- Name of general contractor on project
- Specify the specialty area

6.9 **Project Management Approach (one [1] page Limit): (Attachment G):** Provide a description of the approach and the steps and methods used to ensure Project will be constructed per the approved plans and specifications. Include methods or steps used to minimize Project change orders and claims.

6.10 **Schedule Management Approach (one [1] page Limit): (Attachment H):** Provide a schedule showing Project tasks, milestones, and task durations and dependencies. To assess duration and resources, Project planning and scheduling of tasks should be done using conventional project management software (e.g., Microsoft Project) and presented in Gantt chart format.

6.11 **Cost Management Approach (one [1] page Limit): (Attachment I):** Provide a cost management approach. Describe your firm's value engineering methodology.

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6.12 **Fee Schedule: (Attachment J):**

6.12.1 The method of payment for the Agreement is by "Cost-Plus-Fixed-Fee" with some prevailing wage work for non-professional work. A sample cost proposal is provided in Appendix IV.

6.12.2 CONTRACTOR shall complete Attachment J, Fee Schedule and submit it with its proposal package. Fees may be negotiated after the tentative award announcement is made for this solicitation. If fee negotiations with CONTRACTOR determined to be most qualified are not successful, and/or the fees discussed are outside the budgetary constraints for the Project, COUNTY reserves the right to suspend negotiations with the most qualified firm, and proceed to second most qualified firm, and so on.

6.12.3 CONTRACTOR'S fee estimate shall be provided in a separate sealed envelope. Selection of CONTRACTOR shall be based on qualifications per the Selection Criteria listed in Section 9.0 of this RFP.

6.13 **Exceptions Submittal (Attachment K, if applicable)**

Submit any exceptions to this solicitation on separate pages, and clearly identify at the top of each page, "EXCEPTION TO MONTEREY COUNTY RFP NO. 10964." Each exception shall reference the page number and section number, as appropriate. CONTRACTOR shall note that the submittal of an exception does not obligate COUNTY to revise the terms of the RFP or Agreement.

7.0 SUBMITTAL INSTRUCTIONS/CONDITIONS

7.1 **Submittal Identification Requirements:** The Solicitation Number RFP No. 10964 Proposal shall be sealed and bear on the outside, prominently displayed in the lower left corner CONTRACTOR'S company name. CONTRACTOR shall include one (1) original hard copy, two (2) hard copies, and one (1) CD or Thumb Drive with pdf files of submittal materials; and one (1) original Attachment J, Fee Schedule, in a separate sealed envelope.

7.2 **Mailing Address:** Proposals shall be delivered to or mailed to COUNTY at the mailing address indicated on RFP No. 10964 Front Cover page to the attention of COUNTY Point of Contact (Section 4.0 of this RFP).

7.3 **Due Date:** Proposal packages must be received by COUNTY on or before the time and date specified in the RFP. It is the sole responsibility of the CONTRACTOR to ensure that the proposal package is received at or before the specified time. Postmarks and facsimiles are not acceptable. Proposal packages received after the deadline shall be rejected and returned unopened.

7.4 **Shipping Costs:** Unless stated otherwise, the Free on Board (FOB) for receivables shall be destination. Charges for transportation, containers, packaging, and other related shipping costs shall be borne by the sender.

7.5 **Acceptance:** Proposals are subject to acceptance at any time within ninety (90) days after opening. COUNTY reserves the right to reject any and all proposal packages, or part of any

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proposal package, to postpone the scheduled deadline date(s), to make an award in its own best interest, and to waive any informalities or technicalities that do not significantly affect or alter the substance of an otherwise responsible proposal package and that would not affect a CONTRACTOR'S ability to perform the work adequately as specified.

7.6 **Ownership:** All submittals in response to this solicitation become the property of the COUNTY.

7.7 **Compliance:** Proposal packages that do not follow the format, content and submittal requirements as described herein, or fail to provide the required documentation, may receive lower evaluation scores, or be deemed non-responsive.

8.0 SELECTION CRITERIA

8.1 **Introduction:** The selection of CONTRACTOR and subsequent Agreement award will be based on the criteria contained in this RFP, as demonstrated in the submitted proposal package. CONTRACTOR shall submit information sufficient for the COUNTY to easily evaluate proposals with respect to the selection criteria. The absence of required information may cause the proposal to be deemed non-responsive and may be cause for rejection.

8.2 **Evaluation Process**: Proposals will be evaluated by a COUNTY Selection Committee (Committee). The Committee may be composed of COUNTY staff and other parties that may have expertise or experience in the services described herein. The Committee will review the submittals and rank the proposers. The evaluation of the proposals shall be within the sole judgment and discretion of the Committee. All contacts during the evaluation phase shall be through the COUNTY Point of Contract only. Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by a Proposer to contact members of the Committee may jeopardize the integrity of the evaluation and selection process and risk possible disqualification of the Proposer.

The Committee will evaluate each proposal meeting the qualification requirements set forth in this RFP. Proposers should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments may be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the COUNTY's requirements as set forth in this RFP. Unopened cost proposals will be returned at the conclusion of procurement process. Upon acceptance of a cost proposal and successful contract negotiations, staff will recommend a contract be awarded.

8.3 **Evaluation Criteria:** Proposals will be evaluated according to the rating scale presented in Table 8.1 below. Evaluation Criterion will be scored on a zero-to-five-point rating. Evaluation Criteria scores will then be multiplied according to their assigned weight to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project is five hundred (500) points.

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Table 8.1. Proposal Rating Scale

Score	Rating	Rating Description
0	Not Acceptable	Non-responsive, fails to meet RFP specifications. The approach has no probability of success. For mandatory requirement this score will result in disqualification of proposal.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving project objectives per RFP.
2	Fair	Has a reasonable probability of success; however, some objectives may not be met.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on interpretation of proposal by Evaluation Committee members.
4	Above Average/ Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFP requirements and expectations.
5	Excellent/ Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFP specification.

Table 8.2. Summary of Proposal Evaluation Criteria and Weighting

No.	Proposal Evaluation Criteria	Weight
1	Completeness of Response	Pass/Fail
2	Qualifications & Experience	25
3	Organization & Approach	25
4	Scope of Services to be Provided	20
5	Schedule of Work	15
6	Conflict of Interest Statement	Pass/Fail
7	Local Presence	5
8	References	10
	Total	**100**

8.4 **Completeness of Response (Pass/Fail):** Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration. Responses that are rated a Fail and are not considered may be picked up at the delivery location within 14 calendar days of contract award and/or the completion of the competitive process.

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8.5 **Qualifications & Experience (25 points):** Relevant experience, specific qualifications, and technical expertise of the firm and sub-consultants to conduct traffic engineering services on both federal and nonfederal-aid projects.

8.6 **Organization & Approach (25 points)**

8.6.1 Describes familiarity with Project and demonstrates understanding of work completed to date and Project objectives moving forward.

8.6.2 Roles and Organization of Proposed Team

- Proposes adequate and appropriate disciplines of Project team.
- Some or all of team members have previously worked together on similar project(s).
- Overall organization of the team is relevant to COUNTY needs.

8.6.3 Project and Management Approach

- Team is managed by an individual with appropriate experience in similar projects. This person's time is appropriately committed to the Project.
- Team successfully addresses Site Planning and Programming efforts.
- Project team and management approach responds to Project issues. Team structure provides adequate capability to perform both volume and quality of needed work within Project schedule milestones.

8.6.4 Roles of Key Individuals on the Project Team

- Proposed team members, as demonstrated by enclosed resumes, have relevant experience for their role in the Project.
- Key positions required to execute the Project team's responsibilities are appropriately staffed.

8.6.5 Working Relationship with COUNTY

- Team and its leaders have experience working in the public sector and knowledge of public sector procurement process.
- Team leadership understands the nature of public sector work and its decision-making process.
- Proposal responds to need to assist COUNTY during the Project.

8.7 **Scope of Services to be Provided (20 points)**

8.7.1 Detailed Scope of Services to be provided

- Proposed scope of services is suitable for all phases of the work.
- Scope addresses all known Project needs and appears achievable in the timeframes set forth in the Project schedule.
- A sample scope of work is provided in Appendix II.

8.7.2 Project Deliverables

- Deliverables are appropriate to schedule and scope set forth in above requirements.

8.7.3 Cost Control and Budgeting Methodology

- Proposer has a system or process for managing cost and budget.
- Evidence of successful budget management for a similar project.

8.8 **Schedule of Work (15 points)**

8.8.1 Schedule shows completion of the work within or preferably prior to the COUNTY overall time limits as specified in Appendix V.

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8.8.2 The schedule serves as a Project timeline, stating all major milestones and required submittals for project management and Federal-Aid compliance.

8.8.3 The schedule addresses all knowable phases of the Project, in accordance with the general requirements of this RFP.

8.9 **Conflict of Interest Statement (Pass/Fail)**

8.9.1 Discloses any financial, business or other relationship with the COUNTY that may have an impact upon the outcome of the contract or the construction project.

8.9.2 Lists current clients who may have a financial interest in the outcome of this contract or the construction project that will follow.

8.9.3 Discloses any financial interest or relationship with any construction company that might submit a bid on the construction project.

8.10 **Local Presence (5 points):** A statement addressing firm's presence within the COUNTY or surrounding area.

8.11 **References (10 points):** Provide as reference the name of at least three (3) agencies you currently or have previously consulted for in the past three (3) years.

8.12 **Weighted Scoring:** Weighted scores for each Proposal will be assigned utilizing Table 8.3 below.

Table 8.3. Weighted Score Calculation

No.	Evaluation Criteria	Rating (0-5)	Weight	Score (=Rating*Weight)
1	Completeness of Response	N/A	Pass/Fail	Pass/Fail
2	Qualifications & Experience		25	
3	Organization & Approach		25	
4	Scope of Services to be Provided		20	
5	Schedule of Work		15	
6	Conflict of Interest Statement	N/A	Pass/Fail	Pass/Fail
7	Local Presence		5	
8	References		10	
Total:			100	

9.0 CONTRACT AWARD

9.1 No Guaranteed Value: COUNTY does not guarantee a minimum or maximum dollar value for any Agreement resulting from this solicitation.

9.2 Board of Supervisors: The award made from this solicitation is subject to approval by the COUNTY of Monterey Board of Supervisors.

9.3 Incurred Costs: COUNTY is not liable for any cost incurred by CONTRACTOR responding to this solicitation.

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9.4 Notification: CONTRACTORS who have submitted a proposal package will be notified of the final decision and ranking of proposers as soon as determined by COUNTY.

9.5 In COUNTY's Best Interest: The award resulting from this solicitation will be made to the CONTRACTOR that submits a response that, in the sole opinion of COUNTY, best serves the overall interest of COUNTY.

10.0 SEQUENTIAL CONTRACT NEGOTIATION

10.1 COUNTY will pursue Agreement negotiations with CONTRACTOR who submits the best proposal or is deemed the most qualified in the sole opinion of COUNTY, and which is in accordance with the criteria as described within this solicitation. If the Agreement negotiations are unsuccessful, in the opinion of either COUNTY or CONTRACTOR, COUNTY may pursue Agreement negotiations with the entity that submitted a proposal which COUNTY deems to be the next best qualified to provide the services, or COUNTY may issue a new solicitation or take any other action which it deems to be in its best interest.

11.0 AGREEMENT TERMS AND CONDITIONS

11.1 CONTRACTOR selected through the solicitation process will be expected to execute a formal Agreement with COUNTY for the provision of the requested services. The Agreement shall be written by COUNTY in a standard format approved by the Office of the COUNTY Counsel, substantially similar to the "**PROFESSIONAL SERVICES AGREEMENT**" provided in Appendix VI. Submission of a signed proposal package and the **RFP SIGNATURE PAGE** will be interpreted to mean CONTRACTOR HAS AGREED TO ALL THE TERMS AND CONDITIONS set forth in the pages of this solicitation and the standard provisions included in the Agreement.

11.2 The term of the Agreement will be for a period of three (3) years with the option to extend the Agreement for two (2) additional one (1) year periods.

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

11.4 If this RFP includes options for renewal or extensions, CONTRACTOR must commence negotiations for rate changes a minimum of ninety (90) days prior to the expiration of the Agreement. Both parties shall agree upon rate extensions or changes in writing. The COUNTY does not have to give a reason if it elects not to extend or renew the Agreement

12.0 COLLUSION

12.1 CONTRACTOR shall not conspire, attempt to conspire, or commit any other act of collusion with any other interested party for the purpose of secretly, or otherwise, establishing an understanding regarding rates or conditions to the solicitation that would bring about any unfair conditions.

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13.0 RIGHTS TO PERTINENT MATERIALS

13.1 All responses, inquiries, and correspondence related to this solicitation and all reports, charts, displays, schedules, exhibits, and other documentation produced by the CONTRACTOR that are submitted as part of the submittal will become the property of the COUNTY when received by the COUNTY and may be considered public information under applicable law. Any proprietary information in the submittal must be identified as such and marked "CONFIDENTIAL INFORMATION" or "PROPRIETARY INFORMATION". The COUNTY will not disclose proprietary information to the public, unless required by law; however, the COUNTY cannot guarantee that such information will be held confidential.

Docusign Envelope ID: 45808F69-9ED4-43BB-B43B-DBB96E216DF7

APPENDIX I: FINAL STRATEGY REPORT ADDENDUM

Docusign Envelope ID: 45808F69-9ED4-43BB-B43B-DBB96E216DF7

MONTEREY COUNTY SEISMIC RETROFIT

ADDENDUM TO
1998 FINAL STRATEGY REPORT

FOR

BORONDA ROAD BRIDGE
OVER CARMEL RIVER

BR. NO. 507 (44C-99)

05-MON-COUNTY ROAD

DOKKEN ENGINEERING
110 Blue Ravine Rd
Folsom, CA 95630

October 2024

Docusign Envelope ID: 45808F69-9ED4-43BB-B43B-DBB96E216DF7

DOKKEN ENGINEERING

This document is an addendum to the Final Strategy Report issued in January 1998 for Boronda Road Bridge over Carmel River located in Monterey County.

Background

A Seismic Retrofit Strategy Meeting was held with Caltrans on December 3, 1997, where Caltrans approved allowing the County to retrofit or replace the existing bridge. Meeting minutes for this meeting were included in the 1998 Final Strategy Report, both found in Appendix C.

As the County moved forward with the project, significant public opposition arose to replacing the bridge. Subsequently, the project was put on hold.

In April 2024, the County and Dokken Engineering (Dokken) met with Caltrans to discuss the previously prepared report and steps needed to move the project forward. Caltrans agreed to accept the previously prepared report and requested the cost comparison between the seismic retrofit and bridge replacement be updated. Meeting minutes from this meeting are included in Appendix B.

Existing Bridge

The existing superstructure was constructed in 1946 and is a 162’ long, four span steel structure. The bridge is approximately 12.5’ wide consisting of one 9’ wide travel lane and 1.75’ wide curbs on each side of the lane. The existing bridge width and railing do not meet current standards. The narrow width of the bridge does not safely permit pedestrian and vehicle access simultaneously, resulting in vehicles waiting for pedestrians to cross the bridge before traversing. Additionally, the narrow bridge width limits emergency vehicle access while local resident evacuate during an emergency. The area is susceptible to wildfires as well as flooding during the 100-year event. Previous studies indicate the existing bridge would not pass the 100 year storm event.

This bridge is the only bridge across the Carmel River for local residents. In 1998, the bridge was found to be structurally deficient for seismic loading. In addition, the latest bridge inspection report dated May 2, 2023, noted surface rust on the girders and floor beams and recommends the steel superstructure to be cleaned and repainted. Due to the age of the bridge, lead is anticipated and should be given special attention. The County and Dokken visited the site on August 2024. During this site visit, undermining of the pier footings was observed. A previous scour mitigation project, at an unknown date, added concrete skirts at the base of the piers (see Appendix D, Photos 6 and 9). Narrow abutment seats were also observed (Photo 10), which do not meet current Caltrans Seismic Design Criteria support length requirements.

Seismic Retrofit

The 1998 proposed retrofit strategy is to place 36” diameter CISS piles on each side of each pier, connecting them with a concrete cap. Additionally, anchor bolts at the piers would need to be replaced and supplementary anchor bolts are required at the abutments. It is recommended to increase the concrete cap dimensions from the 1998 retrofit strategy to satisfy the latest Seismic Design Criteria bent cap dimensions and pile reinforcement anchorage requirements. The rehabilitation would also require the bridge to be painted. The cost for this retrofit alternative is estimated at $2.0M (see Appendix A). This alternative would improve the bridge performance under seismic loads but would not address other safety and geometric deficiency concerns.

Replacement

The proposed alternative to replace the existing structure is a 157’-0” long, two span, cast-in-place prestressed concrete box girder structure. The bridge width would be 30’, allowing for two 11’ wide lanes, two 2’ wide shoulders and 2’ wide concrete barriers on each side. The bridge would be supported on seat type abutments and two 48” diameter CISS piles at the pier. The replacement strategy is estimated at $2.6M (see Appendix A). This alternative addresses flooding and other safety concerns.

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DOKKEN ENGINEERING

Summary

The proposed replacement alternative would cost approximately $544,000 (26%) more than the retrofit. Cost estimates include 10% for mobilization and 25% for contingency.

The bridge retrofit would not address noted existing bridge deficiencies, including the narrow one-lane bridge width and substandard hydraulic conveyance. The 78 year old bridge is also past its design life. The County requests the bridge be replaced in lieu of retrofit.

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APPENDIX A

ADVANCED PLANNING STUDY PLANS & ESTIMATES

Docusign Envelope ID: 45808F69-9ED4-43BB-B43B-DBB96E216DF7

DATE OF ESTIMATE	=	OCTOBER 3, 2024
STRUCTURE DEPTH	=	3'-2"
LENGTH	=	157'-0"
WIDTH	=	30'-0"
TOTAL COST INCLUDING 10% mobilization & 25% CONTINGENCY	=	$2,612,000

LEGEND:

---- EXISTING STRUCTURE

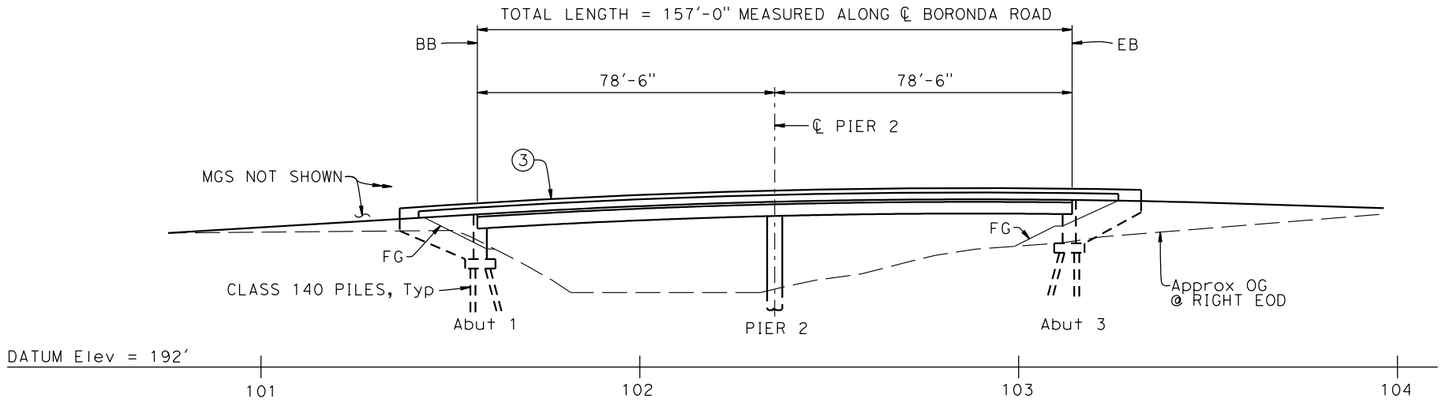
—X— EXISTING FENCE

① REMOVE EXISTING BRIDGE No. 44C0099

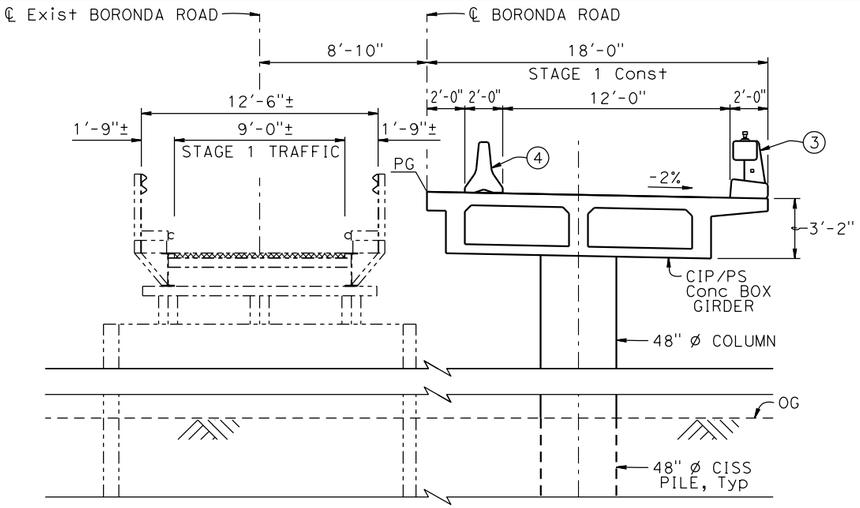
② MGS

③ CONCRETE BARRIER TYPE 85

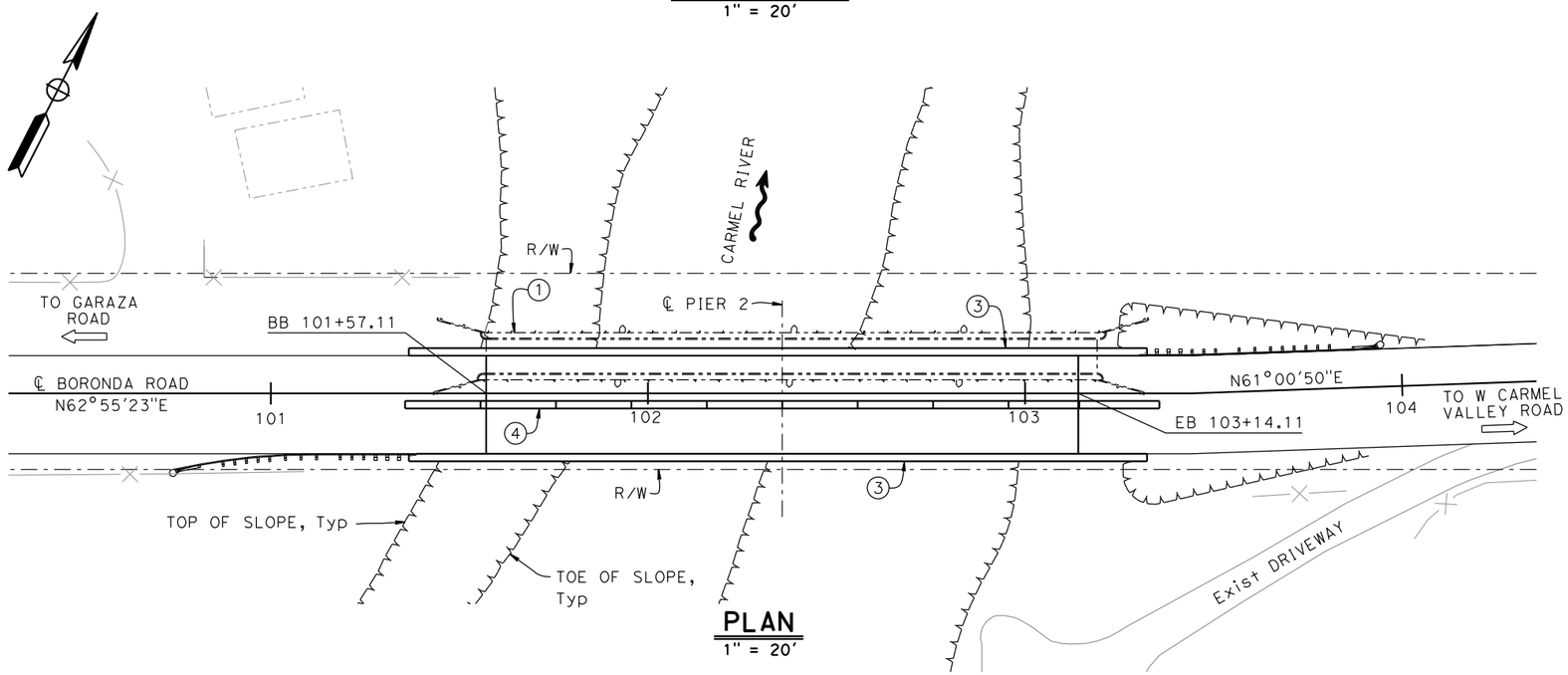
④ TEMPORARY BARRIER SYSTEM



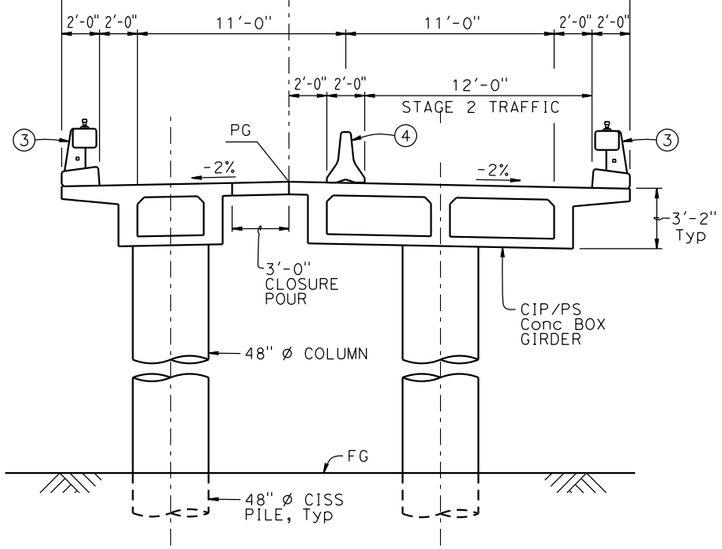
ELEVATION
1" = 20'



TYPICAL SECTION - STAGE 1
¼" = 1'-0"



PLAN
1" = 20'



TYPICAL SECTION - STAGE 2
¼" = 1'-0"

Submitted by _____ Date _____

DESIGN BY N. ORTIZOGA	CHKD BY
DRAWN BY E. FAZEL	CHKD BY
SPECIFICATIONS WRITTEN BY	CHKD BY

Approval Recommended by _____ Deputy Public Works Director, Engineering

REGISTERED PROFESSIONAL ENGINEER
T. OSTERKAMP
No. C46783
Exp. 6-30-25
CIVIL
STATE OF CALIFORNIA

DOKKEN ENGINEERING
3054 Gold Canal Drive
Rancho Cordova, CA 95670
(916)858-0642

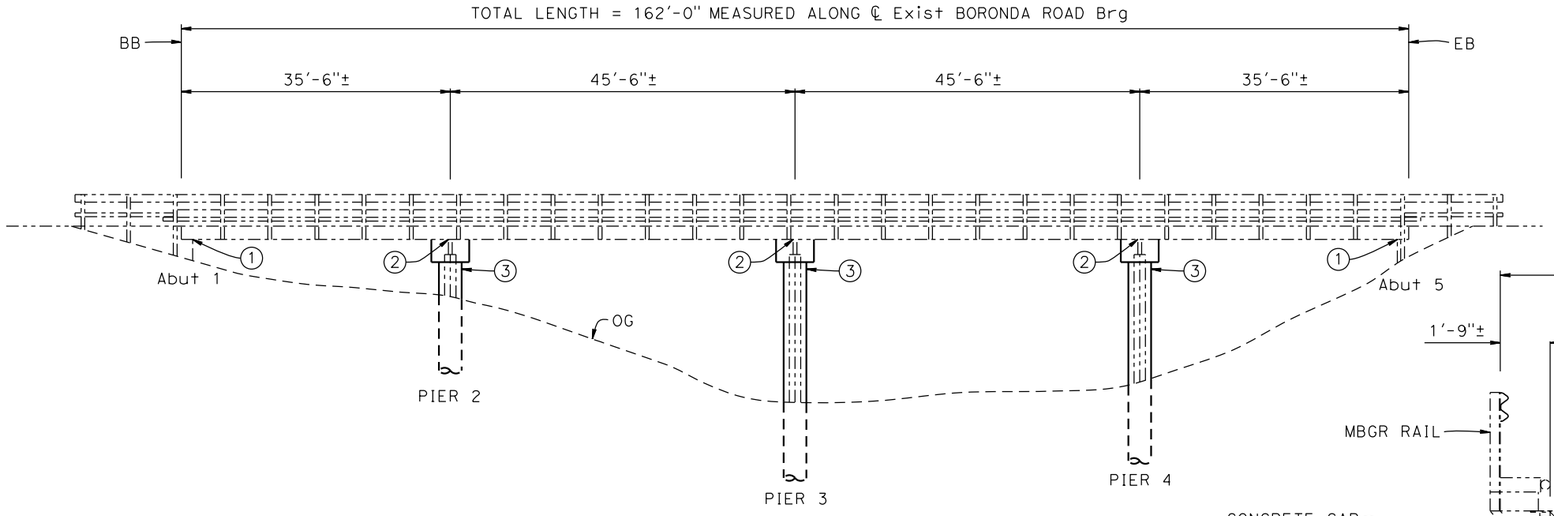
MONTEREY COUNTY PUBLIC WORKS
BRIDGE DESIGN
312 EAST ALISAL STREET
SALINAS, CALIFORNIA 93901
(408) 755-4800/FAX 755-4958

ADVANCED PLANNING STUDY

BORONDA ROAD BRIDGE
BRIDGE REPLACEMENT

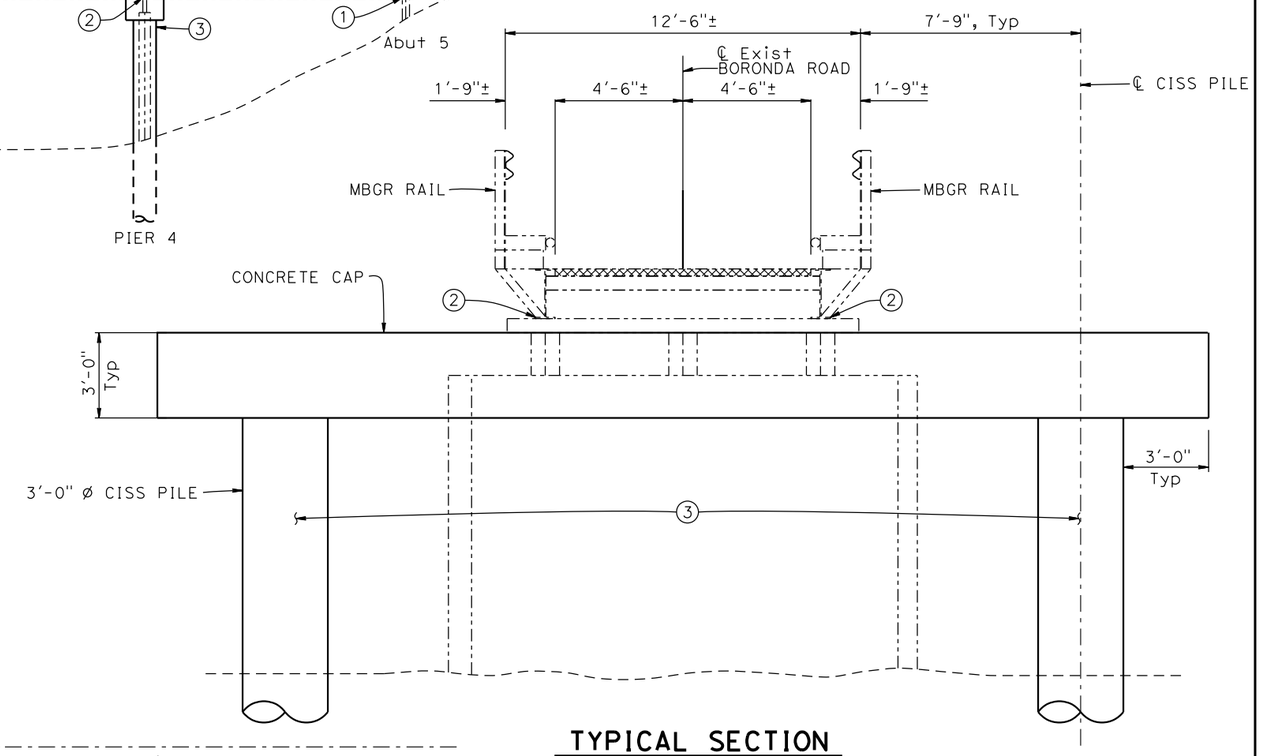
DATE	DWG. NO.		SHEET
SCALE	CONTRACT NO. 98010		930

Docusign Envelope ID: 45808F69-9ED4-43BB-B43B-DBB96E216DF7

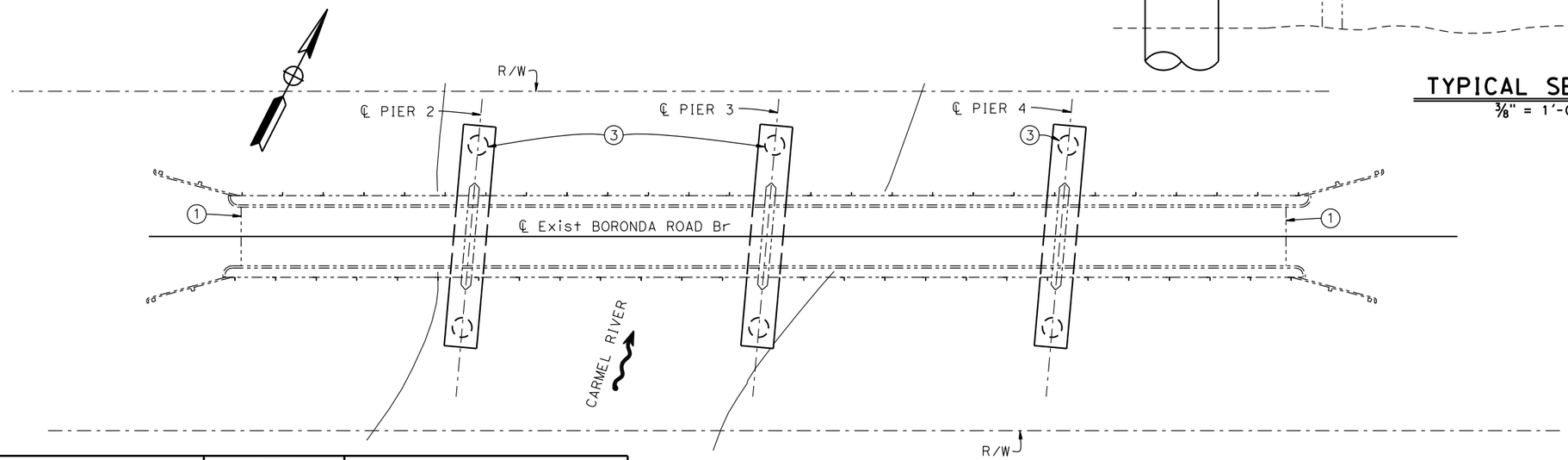


ELEVATION
1" = 10'

DATE OF ESTIMATE	=	OCTOBER 3, 2024
STRUCTURE DEPTH	=	1'-9" ±
LENGTH	=	162'-0" ±
WIDTH	=	12'-8½" ±
TOTAL COST INCLUDING 10% mobilization & 25% CONTINGENCY	=	$2,068,000



TYPICAL SECTION
⅜" = 1'-0"



PLAN
1" = 10'

LEGEND:
- EXISTING STRUCTURE
- (1) ABUTMENT BEARING RETROFIT
- (2) PIER BEARING RETROFIT
- (3) PIER RETROFIT

Submitted by _____ Date _____

DESIGN BY N. ORTIZOGA CHKD BY _____
DRAWN BY E. FAZEL CHKD BY _____
SPECIFICATIONS WRITTEN BY _____ CHKD BY _____

Approval Recommended by _____
Deputy Public Works Director, Engineering

REGISTERED PROFESSIONAL ENGINEER
T. OSTERKAMP
No. C46783
Exp. 6-30-25
CIVIL
STATE OF CALIFORNIA

DOKKEN ENGINEERING
3054 Gold Canal Drive
Rancho Cordova, CA 95670 (916)858-0642

MONTEREY COUNTY PUBLIC WORKS
BRIDGE DESIGN
312 EAST ALISAL STREET
SALINAS, CALIFORNIA 93901
(408) 755-4800/FAX 755-4958

ADVANCED PLANNING STUDY

BORONDA ROAD BRIDGE
SEISMIC RETROFIT

DATE	DWG. NO.		SHEET
SCALE	CONTRACT NO. 98010		931

Docusign Envelope ID: 45808F69-9ED4-43BB-B43B-DBB96E216DF7

[ ] GENERAL PLAN ESTIMATE [X] ADVANCE PLANNING ESTIMATE

RCVD BY: **IN EST:** **OUT EST:**

BRIDGE: Boranda Road Bridge Over Carmel River **BR. No.:** TBD **DISTRICT:** 05
TYPE: Cast-in-Place Prestressed Concrete Box Girder **RTE:**
CU: **CO:** MON
EA: **PM:**

LENGTH: 157.00 **WIDTH:** 30.00 **AREA (SF)=** 4,710

DESIGN SECTION: Dokken
 # OF STRUCTURES IN PROJECT : **EST. NO.**
PRICES BY : N. Ortigoza **COST INDEX:**
PRICES CHECKED BY : T. Osterkamp **DATE:** 10/8/2024
QUANTITIES BY: N. Ortigoza **DATE:** 10/8/2024

	CONTRACT ITEMS		UNIT	QUANTITY	PRICE	AMOUNT
120320	TEMPORARY BARRIER SYSTEM		LF	220	$ 120.00	$ 26,400.00
192003	STRUCTURE EXCAVATION (BRIDGE)	F	CY	171	$ 270.00	$ 46,040.00
193003	STRUCTURE BACKFILL (BRIDGE)	F	CY	169	$ 245.00	$ 41,523.00
048258	FURNISH PILING (CLASS 140, ALTERNATIVE W)		LF	1600	$ 80.00	$ 128,000.00
048259	DRIVE PILE (CLASS 140, ALTERNATIVE W)		EA	32	$ 2,000.00	$ 64,000.00
495149	FURNISH 48" CAST-IN-STEEL SHELL CONCRETE PILING		LF	110	$ 1,800.00	$ 198,000.00
495150	DRIVE 48" CAST-IN-STEEL SHELL CONCRETE PILE		EA	2	$ 70,000.00	$ 140,000.00
500001	PRESTRESSING CAST-IN-PLACE CONCRETE		LS	1	$ 49,000.00	$ 49,000.00
510051	STRUCTURAL CONCRETE, BRIDGE FOOTING	F	CY	48	$ 1,300.00	$ 62,400.00
510053	STRUCTURAL CONCRETE, BRIDGE	F	CY	259	$ 1,600.00	$ 414,400.00
510054	STRUCTURAL CONCRETE, BRIDGE (POLYMER FIBER)	F	CY	133	$ 1,700.00	$ 226,100.00
519100	JOINT SEAL (MR 2")		LF	80	$ 110.00	$ 8,745.00
520102	BAR REINFORCING STEEL (BRIDGE)	F	LB	74000	$ 2.40	$ 177,600.00
600097	BRIDGE REMOVAL		LS	1	$ 83,000.00	$ 83,000.00
XXXXX	ROCK SLOPE PROTECTION		CY	100	$ 170.00	$ 17,000.00
729011	ROCK SLOPE PROTECTION FABRIC (CLASS 8)		SQYD	100	$ 65.00	$ 6,500.00
839639A	CONCRETE BARRIER TYPE 85	F	LF	422	$ 500.00	$ 211,000.00
						$ -
						$ -

SUBTOTAL		$ 1,899,708.00
MOBILIZATION (@ 10 %)		$189,971
SUBTOTAL BRIDGE ITEMS		$2,089,679
CONTINGENCIES	(@ 25%)	$522,400
BRIDGE TOTAL COST		$2,612,079
COST PER SQ. FOOT		$555
GRAND TOTAL		$2,612,079
BUDGET ESTIMATE AS OF	10/8/24	**$2,612,000**

ROUTING

1. DES SECTION
2. OFFICE OF BRIDGE DESIGN - NORTH
3. OFFICE OF BRIDGE DESIGN - CENTRAL
4. OFFICE OF BRIDGE DESIGN - SOUTH
5. OFFICE OF BRIDGE DESIGN - WEST
6. OFFICE OF BRIDGE DESIGN SOUTHERN CALIFORNIA

NOTES:

Escalated Budget Estimate to Midpoint of Construction *

Escalation Rate per Year 4.89%

Years Beyond Midpoint	Escalated Budget Est.
1	$2,740,000
2	$2,874,000
3	$3,015,000
4	$3,162,000
5	$3,317,000

* Escalated budget estimate is provided for information only, actual construction costs may vary. Escalated budget estimates provided do not replace Departmental policy to update cost estimates annually.

Docusign Envelope ID: 45808F69-9ED4-43BB-B43B-DBB96E216DF7

[ ] GENERAL PLAN ESTIMATE [X] ADVANCE PLANNING ESTIMATE

RCVD BY:

IN EST:

OUT EST:

BRIDGE: Boranda Road Bridge Over Carmel River **BR. No.:** 44C0099 **DISTRICT:** 05

TYPE: Seismic Retrofit **RTE:**

CU: **CO:** MON

EA: **PM:**

LENGTH: 162.00 **WIDTH:** 12.70 **AREA (SF)=** 2,057

DESIGN SECTION: Dokken

 # OF STRUCTURES IN PROJECT : **EST. NO.**

PRICES BY : N. Ortigoza **COST INDEX:**

PRICES CHECKED BY : T. Osterkamp **DATE:** 10/8/2024

QUANTITIES BY: N. Ortigoza **DATE:** 10/8/2024

	CONTRACT ITEMS		UNIT	QUANTITY	PRICE	AMOUNT
495133	FURNISH 36" CAST-IN-STEEL SHELL CONCRETE PILING		LF	360	$ 850.00	$ 306,000.00
495134	DRIVE 36" CAST-IN-STEEL SHELL CONCRETE PILE		EA	6	$ 60,000.00	$ 360,000.00
510053	STRUCTURAL CONCRETE, BRIDGE	F	CY	62	$ 2,800.00	$ 173,600.00
511106	DRILL AND BOND DOWEL		LF	30	$ 250.00	$ 7,500.00
520102	BAR REINFORCING STEEL (BRIDGE)	F	LB	64749	$ 3.00	$ 194,247.00
590111	CLEANS AND PAINT STRUCTURAL STEEL (EXISTING BRIDGE)		LS	1	$ 450,000.00	$ 450,000.00
750501	MISCELLANEOUS METAL (BRIDGE)	F	LB	100	$ 125.00	$ 12,500.00
						$ -

SUBTOTAL		$	1,503,847.00
MOBILIZATION (@ 10 %)			$150,385
SUBTOTAL BRIDGE ITEMS		$	1,654,231.70
CONTINGENCIES	(@ 25%)		$413,600
BRIDGE TOTAL COST			$2,067,832
COST PER SQ. FOOT			$1,005
GRAND TOTAL			$2,067,832
BUDGET ESTIMATE AS OF	10/8/24		**$2,068,000**

ROUTING

1. DES SECTION
2. OFFICE OF BRIDGE DESIGN - NORTH
3. OFFICE OF BRIDGE DESIGN - CENTRAL
4. OFFICE OF BRIDGE DESIGN - SOUTH
5. OFFICE OF BRIDGE DESIGN - WEST
6. OFFICE OF BRIDGE DESIGN SOUTHERN CALIFORNIA

NOTES:

Escalated Budget Estimate to Midpoint of Construction *

Escalation Rate per Year 4.89%

Years Beyond Midpoint	Escalated Budget Est.
1	$2,169,000
2	$2,275,000
3	$2,386,000

Years Beyond Midpoint	Escalated Budget Est.
4	$2,503,000
5	$2,625,000

* Escalated budget estimate is provided for information only, actual construction costs may vary. Escalated budget estimates provided do not replace Departmental policy to update cost estimates annually.

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APPENDIX B

MEETING MINUTES
APRIL 29, 2024

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DOKKEN ENGINEERING

MONTEREY COUNTY SEISMIC RETROFIT
BORONDA ROAD BRIDGE OVER CARMEL RIVER
MEETING MINUTES

DATE/TIME Monday, April 29, 2024; 1:30 pm

LOCATION: Conference Call / Teams Meeting

FROM: Tim Osterkamp, PE

ATTENDEES:

Douglas Poochigian	County of Monterey
Erich Rauber	County of Monterey
Enrique Saavedra	County of Monterey
Tim Osterkamp	Dokken Engineering
Nancy Ortigoza	Dokken Engineering
Jeremy Wright	Caltrans, Local Assistance
Cori Marsalek	Caltrans, Local Assistance
Reinie Jones	Caltrans, Local Assistance
Diana Garrett	Caltrans, Local Assistance

TOPICS DISCUSSED:

The California Transportation Commission (CTC) does not consider the Boronda Road Bridge retrofit project complete since it was never closed out, and the bridge was neither retrofitted or replaced. Therefore, Monterey County is seeking to restart the project. The project was originally initiated using Proposition 1B funding. The proposed retrofit strategy in 1997 was to place CISS piles on each side of the existing pier, connecting them with a cap beam. The retrofit would be expensive, so replacement of the bridge was also being considered. A Seismic Retrofit Strategy Meeting was held on December 3, 1997 at Caltrans Office of Structures. Caltrans approved replacement of the bridge at this meeting. The final strategy report was issued in January 1998.

As the County moved forward with replacement, local opposition to bridge replacement resulted in a NEPA determination of no build. However, the County is now willing to push the replacement forward again and use the Schulte Bridge Replacement Project as a successful example for the locals.

Caltrans was asked if the 1997-98 seismic analysis and retrofit strategy would need to be revisited due to changes in the seismic code since 1998, or if the previously approved strategy would be accepted. Jeremy agreed that the previous Strategy Report would be accepted. Jeremy has a copy of the report, but requested a copy of the seismic retrofit strategy meeting.

Jeremy asked if the County would like to revisit the retrofit strategy or replace the bridge. Advancements in bridge seismic behavior understanding could potentially lessen the retrofit scope. The County would prefer to replace the bridge, but continue with the current retrofit strategy if the bridge must be retrofitted instead of replaced.

110 Blue Ravine Road, Suite 200 - Folsom, CA 95630 - Tele: (916) 858-0642 - Fax: (916) 858-0643

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Final determination of replacement verse retrofit will be dependent on cost comparison of the two approaches. Dokken will develop updated cost estimates of the 1997-98 retrofit strategy and compare to a two or three span bridge replacement cost.

Boronda Road Bridge is currently HBP nominated as a seismic retrofit and paint project. Cost comparison of retrofit verse replacement will include the cost of painting the existing bridge. If replacement is cost effective a change in HBP funding scope can be made with a 6A. This would allow the County to start the project as a bridge replacement in HBP, not rehabilitation/seismic retrofit. Type selection will be needed but rehabilitation would not need to be considered. The previous field review performed in 1997 will be honored for HBP Chapter 6 requirements; thus, the planned May 3rd meeting is not needed. A field review meeting will still be needed for environmental purposes and completing the PES.

Reinie asked if replacement is selected can funding for NEPA replacement studies be requested since the previous NEPA resulted in a no-build. Caltrans will need to look into this. An alternative approach may be to repay the $100K previously spent and start fresh.

Dokken is helping for this phase only. Project will go through the federal RFP process to select future consultant.

ACTION ITEMS:

1. Dokken to develop updated retrofit and bridge replacement cost estimates.

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APPENDIX C

FINAL STRATEGY REPORT JANUARY 1998

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MONTEREY COUNTY SEISMIC RETROFIT

TASK ORDER NO. 1

FINAL STRATEGY REPORT

FOR

BORONDA ROAD BRIDGE OVER CARMEL RIVER

BR. NO. 507 (44C-99)

05-MON-COUNTY ROAD

Prepared By:

DOKKEN ENGINEERING

3054 Gold Canal Drive
Rancho Cordova, CA 95670

January 28, 1998

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MONTEREY COUNTY SEISMIC RETROFIT
STRATEGY MEETING MINUTES

Boronda Road Bridge, 507 (44C-99)

DATE: December 3, 1997

LOCATION: Caltrans Office of Structures, Room 514

ATTENDEES:

NAME	AGENCY	PHONE
Michael Kim	CALTRANS - Structures, Local Assistance	(916) 227-8050
Dinh Le	CALTRANS - District 5, Local Assistance	(805) 549-3572
David Wang	Parikh Consultants	(408) 945-1011
Douglas Poochigion	Monterey County, P.W.	(408) 755-4888
Andrew Gaspar	Monterey County, P.W.	(408) 755-4807
John Maniscalco	Dokken Engineering	(916) 858-0642
Nick Panayotou	CALTRANS - Construction, OSC	(916) 227-8984
Saad El-Azazy	CALTRANS - OEE	(916) 227-8124
Steve Wiman	CALTRANS - OSD	(916) 227-8797
Richard A. Dokken	Dokken Engineering	(916) 858-0642
Eric Tsai	Dokken Engineering	(408) 751-1701
Henry Fang	Dokken Engineering	(916) 858-0642
Hashim Hamzawi	Dokken Engineering	(916) 858-0642
Ali A. Hemmati	Dokken Engineering	(916) 858-0642
Brent Meyer	Dokken Engineering	(916) 858-0642

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Boronda Road Bridge
Bridge No. 44C-99 (County No. 507)

John Maniscalco gave a brief description of the existing bridge and some of the basic problems associated with the existing load path and connections.

David explained that the liquefaction potential was moderate to low, pile capacity was based on assumed length of 20' because of the lack of adequate as-built information. Seismically the bridge is less than 0.3 miles from the Tularcitos-Navy Fault that can produce a magnitude 7.0 earthquake with a peak rock acceleration of 0.6g at the site.

Eric Tsai stated that the analysis is based on the Static Equivalent method. The pile loads at the piers exceeded their capacity and the bearings failed in shear. The proposed strategy was to place CISS piles on either side of each pier, connecting them with a cap beam. The bolts at the abutments would need to be replaced. Mike Kim suggested that only the center pier should be retrofitted in order to save money. Eric explained that the weight of the concrete pier will fail the piles under seismic loading and that the existing steel girders cannot span 80' without the pier. Saad suggested replacing the structure. Mike said the county could choose to retrofit the bridge or replace it using the estimated cost of the retrofit. Eric presented the study result for replacement option. The cost for replacement is estimated at $560,000 compared with $330,000 for retrofit. Mike mentioned that it is up to the county to make the decision. Douglas Poochigion commented that the cost for replacement seemed to be low since the environmental mitigation measures may be significant. The environmental concerns could lengthen the design time and add cost to the structure. There was discussion that if the bridge was not eligible for replacement, the county would be responsible for the entire cost for the extra width. The funding issue should be resolved before the county decides to replace the bridge. Saad El-Azazy questioned whether a spread footing could be done instead of the CISS pile. Eric said this option was studied and found more costly due to a potential scouring problem, environment concerns and construction difficulties in water. Saad said the replacement should be the strategy since the replacement cost is not much higher than the retrofit option. Also, the bridge is a one-lane bridge with high ADT that justifies a wider bridge. Caltrans approved replacement of this bridge.

Action Items:

- Dokken Engineering will further investigate replacement options and provide cost estimate.
- Dokken Engineering will revise retrofit cost estimate.
- LSA to provide environmental review and permitting as directed by the County.
- Parikh to provide geotechnical information and report for replacement.
- Sandis Humber Jones to provide surveying and utility coordination as directed by Dokken Engineering.
- Norm Braithwaite to provide hydraulic study of replacement.

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MONTEREY COUNTY SEISMIC RETROFIT

TASK ORDER NO. 1

FINAL STRATEGY REPORT

FOR

BORONDA ROAD BRIDGE OVER CARMEL RIVER

BR. NO. 507 (44C-99)

05-MON-COUNTY ROAD

DOKKEN ENGINEERING
3054 Gold Canal Drive
Rancho Cordova, CA 95670

January 1998

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FINAL STRATEGY REPORT

TASK ORDER NO. 1

BORONDA ROAD BRIDGE OVER CARMEL RIVER

Br. No. 507 (44C-99)
05-Mon-County Road

TABLE OF CONTENTS

Introduction 1
Field Review 2
Geotechnical 2
Design Criteria 2
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Structural Deficiencies 5
Proposed Retrofits 6
Retrofit Analysis 6
Impact of Proposed Retrofit 6
Recommendation 6

Appendices:

A – Selected Maintenance Reports
B – Geotechnical Information
C – Bridge General Plan Estimate
D – Replacement Strategy

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(Insert location map here)

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FINAL STRATEGY REPORT

Boronda Road Bridge over Carmel River
Br. No. 507 (44C-99)

INTRODUCTION

The Boronda Road Bridge is a one lane bridge across the Carmel River. It is located 0.5 miles south of the intersection of Boronda Road and Carmel Valley Road.

The bridge was designed and built by Monterey County in approximately 1946.

The superstructure is a 162' long, four span steel structure. There are two steel "I" girders (S21x58) spaced 9' apart with transverse floorbeam (S6x12.25) at 18" c/c supporting 3" steel open grating. It has a total width of 12.7'. The girders are continuous with fixed bearing at pier 3 and expansion bearings at abutments and piers 2 and 4. The bearing consists of a sliding plate welded under the girder and bolted to the steel bent cap. Slotted holes are provided at expansion bearings to accommodate thermal movement.

The abutment is a seat type of concrete structure with wing walls consisting of steel soldier piles (steel angle) and perforated steel laggings.

The concrete pier is 18" thick and 13' wide with three steel columns spaced at 4'-6" extending 2' above the concrete top. There is a transverse steel beam on top of the steel columns as a cap beam supporting the superstructure. Based on the previous bridge maintenance report, the three steel columns are actually piles extended into the ground. Thus, three piles are assumed for each pier. The pile is made from double L6x6x1/2.

There are one 6" diameter and another 2-½" diameter steel utility pipes attached to the underside of the bridge and goes into wing wall at abutment.

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No as-built plans are available. Selected maintenance reports are included in Appendix A.

The bridge is under the jurisdiction of Monterey County.

FIELD REVIEW

Bridge site inspection was done on September 11, 1997. Representatives from Monterey County, Caltrans District 5, Parikh Consultants, LSA and Associates, and Dokken Engineering met at the site.

After the field review, a "Field Review Report" was prepared and submitted (under separate cover). The report included field observations as well as appendices for Field Review by Dokken, Geotechnical Report by Parikh Consultants, and Preliminary Assessment Report by LSA and Associates.

Photographs showing some features of the bridge follow.

GEOTECHNICAL

The geotechnical information as presented by Parikh Consultants is included in Appendix B. Accordingly, the site was assigned a maximum credible rock acceleration of 0.6g associated with a magnitude 7 event with a soil profile type D per ATC-31 R3-8 ARS curve. The spectrum is increased by 20% due to the proximity to fault. Liquefaction probability is moderate to low.

DESIGN CRITERIA

Existing materials specifications are as follows:

AASHO 1940

Reinforced Concrete	fc = 1,000 psi
	fs = 18,000 psi
	n = 10
Structural steel	Fs = 18,000 psi

- Bridge Design Specification (1983 AASHTO with interims/revisions by Caltrans)
- Bridge Design Aids
- Bridge Design Details
- Bridge Design Practice
- Memo to designers
- ACI 318-95
- AISC –ASD Ninth edition 1989

Computer programs utilized for analysis:

- COLX – Pier moment-curvature analysis

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VIEW OF CONCRETE PIER LOOKING SOUTH

VIEW OF ANCHOR BOLTS UNDER GIRDER

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VIEW OF UTILITY PIPE AT SOUTH ABUTMENT

VIEW OF DECK STEEL GRATING

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Existing material properties assumed for dynamic analysis:

Concrete
General f'c = 5,000 psi
Reinforcing bars
General f y = 44,000 psi
Structural steel
Sections (A7) f y = 30,000 psi
Anchor bolts f y = 30,000 psi

AS-BUILT ANALYSIS

Since no as-built plans are available, field measurement was used for the analysis of the existing structure included determining weight, geometry and section properties of various components of the structure.

During a seismic event, the various components of the structure are subjected to seismic forces in different magnitudes depending, among other things, on their location with respect to the seismic load path. These members are identified and their strengths (capacities) are determined. They included the capacities of abutment backwall and piles, bearings, piers and their footings and piles in the appropriate directions.

The structure is analyzed by the Static Equivalent Force method. According to the geotechnical investigation, the existing structure is supported by steel piles at pier locations. The pile is made of two L6x6x1/2 welded together into a Z-shaped pile. The average penetration length of the existing pile is 20' as per County's engineer. The concrete pier is not embedded deep into the ground and the piles are weak in the longitudinal direction. The earthquake load from superstructure and pier self weight inertia are acting on the free standing pier.

Comparison is made between the demand and capacity for each critical member and demand/capacity (D/C) ratios are presented in Table 1.

STRUCTURAL DEFICIENCIES

1. *Abutments* — The existing abutment is adequate to resist the longitudinal and transverse earthquake loads. However, the anchor bolts and weld for the bearing plate are substandard.

2. *Bearings* — The anchor bolts are substandard for the shear forces in both directions. The weld for the bearing plate is adequate.

3. *Bents* — The steel piles will yield under the longitudinal earthquake force. In the transverse direction, the pile will be overload in compression, which means the piers will collapse.

4. *Scour* — Minor scour was observed at piers 3 and 4.

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PROPOSED RETROFIT

The proposed retrofit scheme (see Figure 1) for this bridge consist of the following:

1. *Abutment Retrofit:* Add new anchor bolts (A325 1" dia.) at bearing, drill slotted holes through the bottom flange into concrete, grout holes after bolts are set.

2. *Foundation Retrofit:* No retrofit is recommended due to the environmental concern.

3. *Pier:* Replace the existing anchor bolts with A325 7/8" diameter bolts. Install 36" dia CISS piles at piers 2, 3 and 4. New concrete cap beam between CISS piles to support the superstructure.

The cost of alternative is estimated at $323,000 or $157.00 per square foot (see Appendix C).

RETROFIT ANALYSIS

The retrofit scheme, new piles and bearing connection will strengthen the piers to ensure no structure collapse.

IMPACT OF PROPOSED RETROFITS

Aesthetics: New piles and cap beam will be visible.

Traffic: The retrofit does not involve any work on the bridge deck and all the retrofit work at the piers and abutments can be carried out from the undersides.

Utilities: No utilities will be affected during retrofit construction.

Restrictions to Construction: There is limited access to the bridge abutment works from both ends for equipment and hauling the material needed for construction. Because this road is the only access across the Carmel River for the nearby residents, it must be kept open at all times.

RECOMMENDATION

Because of the following reasons, Dokken Engineering concurs with Caltrans decision to replace this structure:

1. The cost associated with the bridge retrofit is high($323,000 and $157/square foot).

2. The existing barrier does not meet current standards.

3. The existing bridge width does not meet current standards.

4. The structure floods during the 100-year event.

5. This bridge is the only bridge across the Carmel River for local residents.

The Replacement Strategy in appendix D contains a completed bridge replacement field review form, including the bridge general plan.

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APPENDIX D

PHOTOS FROM AUGUST 21, 2024 SITE VISIT

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Photos from August 21, 2024 Site Visit

Photo 1: Looking west. Note narrow bridge width and lack of sidewalks.

Photo 2: Looking east

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Photos from August 21, 2024 Site Visit

Photo 3: Looking east. New bridge will be widened to the south.

Photo 4: Looking west

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Photos from August 21, 2024 Site Visit

Photo 5: Low clearance under east abutment

Photo 6: Looking east. Note skirt around bottom of pier from previous scour mitigation project.

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Photos from August 21, 2024 Site Visit

Photo 7: West approach

Photo 8: East approach

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Photos from August 21, 2024 Site Visit

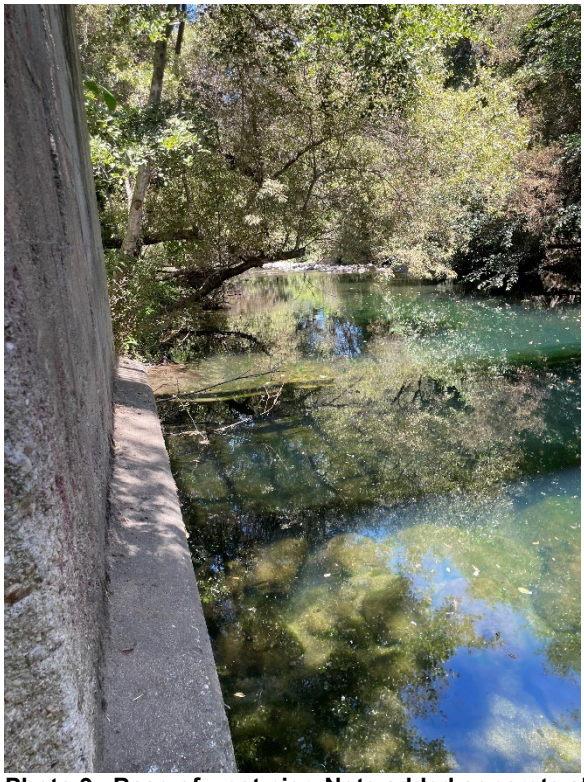

Photo 9: Base of west pier. Note added concrete skirt.

Photo 10: Anchor bolts at east abutment

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APPENDIX II: SCOPE OF WORK

The following is a sample scope of services. CONTRACTOR shall suggest deviations as necessary to complete the plans, specifications, and cost estimates for the proposed Project in accordance with COUNTY, Caltrans, and AASHTO requirements.

Final deliverables shall be provided in PDF format. Plans shall be plotted directly from AutoCAD to pdf, so that pdf files are of a high quality using electronic bookmarks. Upon request, electronic files (MSWord, Excel, HEC-RAS, AutoCAD Civil 3D format, MS Project, etc.) with all supporting files shall also be provided to COUNTY. Plans shall be prepared and provided in AutoCAD Civil 3D.

All meetings will be held virtually (Microsoft Teams) unless specified as otherwise.

Task 1. Project Management

Task 1.1. Project Controls

CONTRACTOR shall manage the Project Team, monitor schedule and budget, and prepare monthly progress reports and invoices.

Task 1.2. Kick Off Meeting and Field Investigation

CONTRACTOR shall coordinate an initial field review with the COUNTY Project manager and other Project stakeholders to review the proposed project and to highlight and record significant project features. The CONTRACTOR shall conduct a visual on-site field investigation to identify existing conditions and establish preliminary design assumptions and parameters. CONTRACTOR shall review as-built information as available. The field investigation shall be coordinated such that it is on the same day as the kick-off meeting. CONTRACTOR'S project manager and project engineer shall attend.

Task 1.3. Progress Meetings

CONTRACTOR project manager and appropriate staff shall meet with the COUNTY Project Manager and others as necessary to manage and deliver the Project. One-hour meetings shall be scheduled virtually monthly to keep the COUNTY informed of the status of the Project and to gain timely decisions from the COUNTY. Initially, more frequent meetings shall be required and should be scheduled on an as needed basis. CONTRACTOR shall prepare meeting agendas and meeting notes in a format specified by the COUNTY. Assume a total of 40 meetings.

Deliverables:

- Meeting notes and meeting agendas
- Monthly updated Project schedule

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Task 2. 35% Design – Preliminary Engineering

Task 2.1. Preliminary Bridge Design

CONTRACTOR shall evaluate the roadway alignment as well as address hydraulic constraints, debris load, constructability, geotechnical constraints, environmental considerations, maintenance, schedule, and cost.

Conceptual level cost estimates shall be provided. CONTRACTOR shall consider how the Project will be constructed and whether a detour, low water crossing or temporary bridge will be required. Road closures shall be minimized to the extent possible.

Task 2.2. Type Selection Report

After concurrence from the COUNTY on the recommended design, the CONTRACTOR shall prepare a Type Selection Report for review and approval by Caltrans. Preliminary engineering includes layouts of the Project to an approximate 35% level of completion.

CONTRACTOR shall develop a preliminary design of the Project including:

- Geometric alignment of the roadway, vertical and horizontal profiles
- Bridge span length and width
- Proposed detour alignments, if applicable
- Preliminary foundation concepts
- Preliminary slope stability considerations
- Draft construction schedule
- 35% design cost estimate
- Right of Way considerations

Deliverables

- Type Selection Report, Draft and Final version.

Task 3. Survey

Task 3.1. Survey and Mapping

All survey work shall be performed under the responsible charge of a California licensed Professional Land Surveyor (SURVEYOR) who will execute the project "Acknowledgment of Survey Monument Preservation Responsibility" form. A copy of said executed form shall be delivered electronically to the County Surveyor (goetzmk@countyofmonterey.gov).
Provide aerial and ground surveys including:

- Color ortho image with 0.25' pixel resolution, DTM, contours, and a "surface" in Civil 3D. This aerial map shall be compiled to the Base Map.

- Ground control for the aerial map and all control for the "densification" of the aerial map. The Project control shall be established by a static occupation and processed using

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National Geodetic Survey OPUS with the horizontal datum being the North American Datum of 1983, National Adjustment of 2011, Epoch date of 2010.00, abbreviated NAD83(2011) Epoch 2010.00. The projection used shall be the California Coordinate System of 1983 (CCS83), Zone 4. The vertical datum shall be NAVD88. All coordinate values of the control on the ground shall be on said horizontal and vertical datums. Sufficient control points shall be established and with some set-in strategic locations to survive to start of the construction phase, roughly five years into the future. The survey control points shall be compiled to the Base Map and the survey base map deliverable shall include a Survey Control Sheet showing the location and coordinates of these control stations. The control sheet shall show locations with aerial imagery as a background so that their locations can easily be ascertained.

- Provide ground surveys and mapping for areas in dense vegetation, under and on the temporary bridge, geotechnical investigation bore holes, conforms, surface evidence of underground utilities, overhead wire locations near the existing crossing and one hundred feet on each side of the existing crossing.

- Include all grade breaks, tops and toes in the dirt areas.

- Include hardscape features, such as: edge of pavement, crown of road, and temporary bridge abutments, and fences.

- Field survey point densification in the vicinity of the Project's construction footprint: temporary bridge, road and channel locations.

- Ordinary High-Water Mark (OHWM) shall be shown within the study area. The OHWM shall be established in accordance with Army Corps of Engineers guidelines by the CONTRACTOR and these marks shall be located by the SURVEYOR.

Task 3.2. Hydraulic Cross Sections

SURVEYOR shall survey channel cross sections in sufficient number and detail, upstream and downstream of the crossing, necessary to perform hydraulic analysis for preparation of a location hydrology and hydraulics study. These cross sections shall be compiled to the Base Map and provided in a data format compatible with the hydraulic/hydrologic analysis.

Task 3.3. Right-of-Way Establishment

SURVEYOR shall perform a complete boundary retracement survey to accurately determine the County Road right-of-way within the Project limits. Sufficient survey monuments and other survey evidence shall be found and tied into the survey. This may require the survey to extend outside the Project limits. This right of way shall be compiled to the Base Map.

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Task 3.4. Easement Plotting

Provide re-establishment of recorded easement deeds (per review of the preliminary title reports). Easement locations shall be shown on the Base Map. Procure preliminary title reports for nearby assessor parcels.

Task 3.5. Base Map

Provide a Base Map to be used as the basis for design of the Project. The Base Map shall be delivered in Autodesk Civil 3D compatible DWG format.

Task 3.6. Survey Monument Preservation and Pre-Construction Record of Survey

SURVEYOR shall perform a pre-construction field survey in compliance with California Business and Professions Code Section 8771(b). All monuments of record and any found that are not of record shall be located and referenced prior to construction, and a pre-construction Record of Survey shall be filed with the County Recorder. By graphics and notation, the Record of Survey shall show the methods used to re-establish the County Road right-of-way lines along with the survey control points set for the Project. Other critical boundary and/or easement lines shall also be shown. This map shall meet the requirements for a pre-construction survey and documentation. The COUNTY shall waive the checking and recording fees for this map.

Task 3.7. Survey Monument Preservation and Post-Construction Record of Survey

SURVEYOR shall perform a post construction field survey in compliance with California Business and Professions Code Section 8771(c). The survey shall set or reset monuments to perpetuate the location of monuments or points shown on the pre-construction survey. Monumentation will include at least two (2) permanent monuments set in the road surface on the centerline of the right-of-way of Boronda Road. A Record of Survey showing the post-construction survey shall be filed with the County Recorder. Other critical boundary and/or easement lines shall also be shown. This map shall meet the requirements for a post-construction survey and documentation. The COUNTY shall waive the checking and recording fees for this map.

Task 3.8. Legal Descriptions and Exhibits

Provide plats and legal descriptions with exhibits graphically showing the areas described. The legal description shall be used for the acquisition of new right of way by the COUNTY and/or joint use agreements. The COUNTY will conduct appraisals and acquisitions.

Task 4. Geotechnical Investigations

Task 4.1. Geotechnical Data Collection

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Pre-field activities include developing a field exploration plan, contacting Underground Services Alert (USA), and notifying utilities as necessary. CONTRACTOR shall provide traffic control, as necessary, for any field exploration. Boring locations and depths shall be determined based on the site investigation and bridge requirements.

CONTRACTOR shall perform laboratory tests on selected samples collected from drilling. Testing shall be performed in accordance with the applicable ASTM or Caltrans standards. Selected soil samples obtained during the field exploration shall be tested in a Caltrans-certified laboratory to evaluate certain physical properties that will be necessary to complete the engineering analysis. The types and numbers of tests may vary depending on the results of the field exploration program.

Task 4.2. Geotechnical Report

CONTRACTOR shall prepare the Geotechnical Report. The report shall include a description of the Project and analyses performed, field and laboratory data collected, and graphics showing the site location, the locations of the field explorations relative to the proposed improvements, and an interpreted subsurface profile. The Geotechnical Report shall also include a discussion of local geology, slope stability, and potential for geologic hazards (seismicity, faulting, slope instability, settlement, and liquefaction).

The Geotechnical Report shall present final recommendations for design of the Project including seismic design criteria, bearing capacity and lateral earth-pressures for the Project's structures, slope gradients and setbacks, and geotechnical material specifications. Recommendations shall be made to support the new bridge structure and adjacent slopes that may be affected by the Project. Recommendations shall include foundation type (shallow or deep), abutments, retaining walls, etc. based on structure type chosen and as determined by geotechnical site condition requirements.

If deep foundations (piles) are needed, at a minimum the following shall also be included in the Geotechnical Report, as applicable:

- Recommended foundation type (CIDH or other).
- Liquefaction potential and the need to consider down-drag forces, seismic settlement, loads due to lateral spreading, or friction reducers in the pile design.
- Deep foundation analyses, minimum pile embedment and diameter, pile spacing and group effects, specified pile tip elevation, and estimated settlement. Lateral load versus deflection curve for selected pile foundations.
- Lateral loading on piles due to lateral spread, if determined appropriate by geotechnical seismic evaluation.
- Anticipated pile driving and/or CIDH pile drilling conditions for the foundation type selected.
- Lateral load resistance of pile foundations.

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The Geotechnical Report shall identify the corrosion potential of foundation soil, reinforced concrete substructures, and structural steel based on test data and Caltrans design methods. The report shall also provide construction considerations regarding excavation characteristics of the soil and/or rock encountered, suitability of excavated on-site soil for reuse as compacted structural fill or structural backfill, temporary slopes, shoring, dewatering and/or stream diversions, and stability as well as requirements for temporary cuts or shoring adjacent to existing roadways, structures, or property.

Task 5. Hydrologic and Hydraulic Report

A concise Hydrologic and Hydraulic report shall be completed for the bridge that includes hydraulic information for the design, base and overtopping floods (discharges and water surface elevations), and recommendations regarding bank protection. CONTRACTOR shall estimate the size and type of debris in the channel. The report shall identify potential scour depths along the channel to assess the stability of the existing stream channel slopes and future stability of the bridge along with any other relevant hydraulic considerations necessary to design the bridges.

Task 6. Post-Construction Stormwater Design (OPTIONAL)

This task shall include preparing calculations in conformance with applicable water quality regulations. The CONTRACTOR shall also prepare a memo documenting the roadway drainage design and analysis including post-construction hydromodification to satisfy post-construction requirements.

Task 7. 65% Design

Task 7.1. 65% PS&E

CONTRACTOR shall submit 65% plans, contract items list, and engineer's estimate to the COUNTY. The COUNTY will review the 65% submittal and submit comments to the CONTRACTOR. CONTRACTOR shall create a log showing how all comments were addressed as part of the 95% submittal package.

CONTRACTOR shall prepare the roadway civil design to conform to standard Caltrans and COUNTY requirements. The 65% submittal shall include Title Sheet, Typical Sections, Tree Removal and Trimming, Project Control, Layouts, Profiles, Construction Details, Diversion and Dewatering Plan, Drainage Plans, Utility Plans and Details, Traffic Handling, Stage Construction (if applicable), Erosion Control/Water Pollution Control Plans, Pavement Delineation, Detour Plans, Sign Plans, and any other required drawing sheets. The structure plan sheets shall include General Plan, Foundation Plan, Cross-Sections, Typical Section, miscellaneous details, and Log of Test Borings. CONTRACTOR shall identify temporary easements and/or permanent right-of-way modifications to construct the Project.

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The engineer's estimate shall be updated from the preliminary costs based on updated quantities and unit costs compiled from recent bid data and adjusted for COUNTY-specific construction costs.

The bridge design shall be in accordance with the AASHTO LRFD Specifications with Caltrans amendments and applicable sections of the Bridge Memos to Designers and Bridge Design Aids manuals. The design shall meet COUNTY, Caltrans, FHWA, and AASHTO standards in effect at the time the design occurs.

Seismic design shall be performed in accordance with the applicable edition of the Caltrans Seismic Design Criteria. Detailing of plans shall be in accordance with Caltrans Design Details Manual. Both the design and detailing shall be based on the use of the current Caltrans Standard Plans and Standard Specifications.

65% Deliverables

- 65% Draft Plans in PDF
- Engineer's Estimate of Construction Costs in MS Excel format
- Design Exceptions in MS Word.

Task 7.2. Independent Bridge Check

An independent design check shall be conducted before the 95% Design Submittals in accordance with Caltrans' design procedures. The plans shall be reviewed for compatibility between COUNTY Design standards, Caltrans Memo to Designers, and AASHTO standards. The Geotechnical Engineer shall review the plans prior to the 95% Draft PS&E Submittal for compliance with the geotechnical recommendations.

Task 7.3. Design Exceptions

CONTRACTOR shall prepare Project design exceptions, if necessary, for approval by COUNTY. Assume up to 2 design exceptions.

Task 8. 95% Design

Task 8.1. 95% Specifications

CONTRACTOR shall prepare the technical specifications based on the latest Caltrans Standard Special Provisions (SSPs). The COUNTY will provide "boiler plate" documents, including the notice to bidders, proposal, bond forms, and agreement. Required mitigation measures and permitting requirements from the environmental permits shall be included in the specifications.

Task 8.2. 95% Design

The 95% plans shall be submitted to the COUNTY based on comments received on the 65% submittal. The submittal shall include the plans, specifications, and engineer's estimate of probable costs. A preliminary construction schedule shall be submitted. The COUNTY shall

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review the 95% submittal and submit comments to the CONTRACTOR. CONTRACTOR shall create a log showing how all comments were addressed as part of the final PS&E package submittal. The roadway plans shall be advanced to include construction area signs sheet, additional detailing for roadway conforms, grading, landscaping, drainage details, and additional structural details as needed.

95% Deliverables

- 95% Draft Plans in PDF
- Technical Special Provisions in MS Word format
- Engineer's estimate of probable construction costs in MS Excel format
- Estimated construction schedule in MS Project format

Task 9. 100% PS&E

Upon receipt of comments from the 95% PS&E submittal to the COUNTY, and other jurisdictional agencies, which will be routed through the COUNTY, final revisions shall be made. CONTRACTOR shall incorporate appropriate comments in the plans, specifications, and estimate and log all comments and identify how each comment was addressed. The engineer's estimate shall be updated based on final quantities and unit costs updated based on the most recent bid data and adjusted for COUNTY-specific construction costs.

CONTRACTOR shall perform an independent QA/QC review of the Final 100% submittal package and incorporate appropriate revisions prior to submittal to the COUNTY. CONTRACTOR shall update the plans and specifications to the Caltrans standards applicable at the time of "RFA for CON". The Final submittal shall include a detailed construction schedule with an estimate of working days.

100% PS&E Deliverables

- Electronic Microsoft Word file of specifications
- Final Technical Special Provisions signed by the Registered Engineer
- Electronic Microsoft Excel file of Construction Cost Estimate
- Estimated construction schedule with estimated working days calculation (MS Project format)
- Resident Engineer's File
- AutoCAD Project plans
- PDF copies of each deliverable stamped and signed by a licensed engineer as required.

Task 10. Bid Period Consultation

CONTRACTOR shall provide bidding assistance to the COUNTY including interpretation of the contract documents, assisting the COUNTY in preparing addenda to the PS&E, and attending one (1) in-person pre-bid construction meeting.

Bid period Deliverables

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- Prepare addenda as needed
- Respond to RFI's as needed

Task 11. Utility Coordination

The COUNTY shall obtain utility atlas maps and coordinate with utilities, identify relocation liability, coordinate utility agreements, and meet with utility representatives. The COUNTY shall obtain relocation plans from the utilities. The COUNTY shall provide this information to CONTRACTOR.

CONTRACTOR shall identify potential conflicts, develop conflict exhibits for each utility, and incorporate existing and proposed utility relocation information into the plans and specifications. At least one plan sheet shall be provided in the PS&E submittals that shows the existing utilities and proposed relocations.

Task 12. Environmental Support

A Preliminary Environmental Study (PES) has been prepared for the Project. CONTRACTOR shall prepare the required NEPA and CEQA environmental documents for the Project. The signed PES and specific environmental requirements and considerations is provided in Appendix VII.

Task 13. Permit Compliance

CONTRACTOR shall prepare the Environmental Commitment Record. CONTRACTOR shall check plans and specifications against the permit conditions and measures to ensure compliance with the agency requirements.

This task shall also include the preparation of calculations and an application for a rainfall erosivity waiver to be submitted by the COUNTY. Along with the rainfall erosivity waiver, CONTRACTOR shall prepare a Project Water Pollution Control Program (WPCP) which shall be in effect for construction activities between April and October. CONTRACTOR shall ensure the Project working days in the specifications match the rainfall erosivity waiver such that any work extending beyond the end of the rainfall erosivity waiver requiring a Stormwater Pollution Prevention Plan (SWPPP) shall be CONTRACTOR's responsibility. CONTRACTOR shall then prepare a Project plan sheet detailing the best management practices (BMP) and erosion control features outlined in the WPCP. It is assumed any fee for the rainfall erosivity waiver shall be paid by the COUNTY.

Task 14. Construction Support

CONTRACTOR shall provide engineering services during construction including the following:

- Attend a pre-construction meeting
- General interpretation of plans and specifications
- Review and comment on shop plan drawings, submittals, and mix designs
- Response to RFIs

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- Construction site observations
- Development of plan revisions as needed
- Preparation of as-built drawings

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APPENDIX III: SIGNATURE PAGE

COUNTY OF MONTEREY	RFP No. 10964
PUBLIC WORK, FACILITIES AND PARKS	ISSUE DATE: December 4, 2025

RFP TITLE:
BRIDGE DESIGN SERVICES, BORONDA ROAD BRIDGE REPLACEMENT, MONTEREY COUNTY, CALIFORNIA

PROPOSALS ARE DUE IN THE OFFICE OF PUBLIC WORKS, FACILITIES AND PARKS BY: 4:00 P.M., PST, January 22, 2026	**MAILING ADDRESS**:
QUESTIONS ABOUT THIS RFQ/RFP SHOULD BE DIRECTED TO: Kyle Oyama, oyamak@COUNTYofmonterey.gov	COUNTY OF MONTEREY PUBLIC WORKS, FACILITIES AND PARKS 1441 SCHILLING PLACE SOUITH, 2nd FLOOR SALINAS, CA 93901-4527

CONTRACTOR MUST INCLUDE THE FOLLOWING IN EACH PROPOSAL:

1. Proposal (as required by this RFP) – One (1) original hard copy, two (2) hard copies, and one (1) CD or thumb drive with PDF files of submittal
2. Fee Schedule (Attachment J) - One (1) original hard copy (sealed in a separate envelope)

☐ ALL REQUIRED CONTENT AS DEFINED PER SECTION 8.1 HEREIN

This Signature Page must be included with your submittal to validate your Proposal.
Proposals submitted without this page will be deemed non-responsive.

☐ CHECK HERE IF YOU HAVE ANY EXCEPTIONS TO THIS SOLICITATION

CONTRACTOR MUST COMPLETE THE FOLLOWING TO VALIDATE PROPOSAL

I hereby agree to furnish the articles and/or services stipulated in my Proposal at the price quoted, subject to the instructions and conditions in the Request for Proposals. I further attest that I am an official officer representing my firm and authorized with signatory authority to present this Proposal.

Company Name: _____ Date _____

Signature: _____ Printed Name: _____

Street Address: _____
City: _____ State: _____ Zip: _____

Phone: ( ) _____ Fax: ( ) _____ Email: _____

License No. (If applicable): _____

License Classification (If applicable): _____

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APPENDIX IV: SAMPLE COST PROPOSAL

Docusign Envelope ID: 45808F69-9ED4-43BB-B43B-DBB96E216DF7

SAMPLE COST PROPOSAL 1

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed ☐ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Consultant _____

Project No. _____ Contract No. _____ Date _____

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
				$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00

LABOR COSTS

a) Subtotal Direct Labor Costs $ 0.00

b) Anticipated Salary Increases (see page 2 for calculation) _____

c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)] $ 0.00

INDIRECT COSTS

d) Fringe Benefits (Rate: 0.00%) e) Total Fringe Benefits [(c) x (d)] $ 0.00

f) Overhead (Rate: 0.00%) g) Overhead [(c) x (f)] $ 0.00

h) General and Administrative (Rate: 0.00%) i) Gen & Admin [(c) x (h)] $ 0.00

j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] $ 0.00

FIXED FEE k) **TOTAL FIXED FEE** [(c) + (j)] x fixed fee 0.00%] $ 0.00

l) **CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs				$ 0.00
Equipment Rental and Supplies				$ 0.00
Permit Fees				$ 0.00
Plan Sheets				$ 0.00
Test				$ 0.00

l) **TOTAL OTHER DIRECT COSTS** $ 0.00

m) **SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1: _____

Subconsultant 2: _____

Subconsultant 3: _____

Subconsultant 4: _____

m) **TOTAL SUBCONSULTANTS' COSTS** $ 0.00

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS** [(l)+(m)] $ 0.00

TOTAL COST [(c) + (j) + (k) + (n)] $ 0.00

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

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SAMPLE COST PROPOSAL 1

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	**5 Year Contract Duration**
$250,000.00	500	=	$50.00	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	$50.00	+	2%	=	$51.00	Year 2 Avg Hourly Rate
Year 2	$51.00	+	2%	=	$52.02	Year 3 Avg Hourly Rate
Year 3	$52.02	+	2%	=	$53.06	Year 4 Avg Hourly Rate
Year 4	$53.06	+	2%	=	$54.12	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year	Total Hours per Cost Proposal		Total Hours per Year	
Year 1	20.0%	5000	=	1000	Estimated Hours Year 1
Year 2	400%	5000	=	2000	Estimated Hours Year 2
Year 3	15.0%	5000	=	750	Estimated Hours Year 3
Year 4	15.0%	5000	=	750	Estimated Hours Year 4
Year 5	100%	5000	=	500	Estimated Hours Year 5
Total	100%	Total	=	5000	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)	Estimated hours (calculated above)		Cost per Year	
Year 1	$50.00	1000	=	$50,000.00	Estimated Hours Year 1
Year 2	$51.00	2000	=	$102,000.00	Estimated Hours Year 2
Year 3	$52.02	750	=	$39,015.00	Estimated Hours Year 3
Year 4	$53.06	750	=	$39,795.30	Estimated Hours Year 4
Year 5	$54.12	500	=	$27,060.80	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation		=	$257,871.10	
	Direct Labor Subtotal before Escalation		=	$250,000.00	
	Estimated total of Direct Labor Salary Increase		=	**$7,871.10**	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.
   (i e. $250,000 x 2% x 5 yrs = $25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

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SAMPLE COST PROPOSAL 1

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name:_____ Title *: _____ $ 0.00

Signature : _____ Date of Certification (mm/dd/yyyy): _____

Email: _____ Phone Number: _____

Address:_____

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

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APPENDIX V: COUNTY PLANNING SCHEDULE

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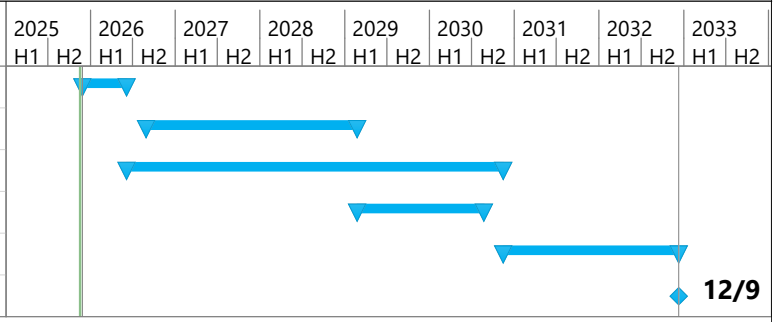
Appendix V: Planning Schedule

RFP No. 10964 Bridge Design Services
Boronda Road Bridge Replacement
County Project No. 1181

ID	Task Name	Duration	Start	Finish
1	**CONSULTANT SELECTION**	**136 days**	**11/27/25**	**6/4/26**
11	**ENVIRONMENTAL DOCUMENTS**	**650 days**	**8/28/26**	**2/22/29**
14	**DESIGN & PERMITTING**	**1160 days**	**6/5/26**	**11/14/30**
25	**RIGHT OF WAY**	**390 days**	**2/23/29**	**8/22/30**
27	**CONSTRUCTON**	**540 days**	**11/15/30**	**12/9/32**
33	**PROJECT COMPLETE**	0 days	12/9/32	12/9/32



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APPENDIX VI: SAMPLE PROFESSIONAL SERVICES AGREEMENT

The COUNTY of Monterey Agreement for Professional Services with Surveyors, Architects, Engineers & Design Professionals with all terms and conditions may be viewed at: https://www.COUNTYofmonterey.gov/home/showpublisheddocument/139258/638779912688970000

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APPENDIX VII: SPECIFIC ENVIRONMENTAL REQUIREMENTS

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Rauber, Erich

From: Vidal, Kelso J@DOT <kelso.vidal@dot.ca.gov>
Sent: Friday, October 31, 2025 11:02 AM
To: Rauber, Erich; Oyama, Kyle
Cc: Rizo, Edgard; Garrett, Diana@DOT; Saavedra, Enrique M.
Subject: PES form for Boronda Bridge 5944 (150)
Attachments: 5943 (150) _Boronda_PESv2.pdf; Caltrans D5 Local Assistance Cultural Resources Requirements.pdf; 106 Compliance for Native American Consultation.pdf; D5NMFSPBO_Checklist_Template_2025-06.docx; D5NMFSPBO_Notification_Template_2025-06.docx

This Message Is From an External Sender

[CAUTION: This email originated from outside of the County. Do not click links or open attachments unless you recognize the sender and know the content is safe.]

Hello Kyle,
I was directed to provide more detail to Local Agencies/ consultants so there is less deviation from what Caltrans requires. Any questions or clarity needed, just reach out. Please sign the page 9 of the PES and return at your convenience. Thanks- kelso

Attached is a signed Preliminary Environmental Study (PES) form for the proposed Boronda Bridge Replacement project; 5944 (150). As indicated on the PES form, the following studies (or memos) will need to be prepared and provided to Caltrans for review and approval. The studies must include all areas of construction including temporary access, staging, utility relocations, detours, mitigation, etc. To assist the County with obtaining NEPA clearance, Caltrans has applied Standard Provisions to a few resources to avoid the need for a memo/report (p 11 & 12). Below is a list of memo/reports that will be required:

Traffic Memo

A traffic memo is being requested because the proposed project is adding a new traffic lane to the bridge. A memo to analyze traffic impacts is required. This memo should justify how the AADT will or will not increase at this location. In addition, this memo should discuss any queuing or lack of. This memo should be no longer than 12 pages. This memo could also reference any traffic report analysis completed for the project.

Noise Memo:

Temporary noise impacts from construction should be evaluated with findings reported in a technical memorandum. Include dB rating for that equipment (bulldozer, pile driving ect),

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using those values and distance to the sensitive receptor, and provide appx dB level the receptor may experience during construction.

In addition, this project is constructing a bridge with an additional lane which may introduce permanent traffic noise closer to a sensitive receptor/s. This memo must capture the location of sensitive receptors (residences, school, place of worship) and provide a justified conclusion if future noise levels will exceed existing levels by 12dB +, or approach/ exceeds noise abatement criteria. This noise memo should be limited to twelve pages. The outline for a resource memo should have the following headings : 1) Project name, FPN and brief project description 2) Affected Environment 3) Environmental Consequences 4) Avoidance and Minimization measures 5) attached mapping.

Floodplain

The FIRM map confirms the project is within the base floodplain (100-year) of Carmel River. An analysis must be conducted to verify if the new structure will or will not impact the base floodplain. A Location Hydraulic Study (LHS) is required to evaluate potential impacts to the base floodplain. The template for the LHS is attached.

- This project also requires a Summary Floodplain Encroachment Report (SFER). The SFER is based on results of the LHS's impact(s) on the base floodplain. If the LHS concludes that there is no encroachment and or minimal impact, a SFER is completed. A template for the SFER is attached.

Biological Resources (Section 7):

The regulatory agencies USFWS and NMFS have approved use of the Programmatic Biological Assessments (PBA) and have issued Programmatic Biological Opinions (PBO) which can accelerate the Section 7 consultation process. These PBOs are applicable for many Local Assistance projects that involve CRLF, Smiths Blue, and Steelhead/ cohos. To confirm eligibility, these Regulatory agencies require worksheets (attached) to be completed and returned to Caltrans for verification. In situations where the PBO is not applicable, then a Biological Assessment (BA) will need to be submitted.

- Wetland delineation and permitting is legally mandated if wetland presence is determined on a property and may be impacted by development. This report is submitted to USACE for Section 404 permitting.
- In addition, a species list must be generated through USFWS' iPac database. If the search results identify a federally listed species with a likelihood of existing at (or near) the project location, then a Biological Assessment will be required.

The BA templates can be found at the link below. Note: USFWS and NMFS require different formatted documents.

https://dot.ca.gov/-/media/dot-media/programs/environmental-analysis/documents/ser/usfws-ct-chklist-a11y.docx

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https://dot.ca.gov/-/media/dot-media/programs/environmental-analysis/documents/ser/nmfs-ba-chklst-a11y.docx

Visual Impact Assessment:

The result from the Visual Questionnaire determines the level of analysis. Based on the visual point value associated with this project, which was 21 points, it is recommended a memo be prepared. A resource memo should be limited to no more than twelve pages. Simulations are not required for this level of analysis. Please refer to the link below for the Visual Memo template.

https://dot.ca.gov/-/media/dot-media/programs/design/documents/via-memo-annotated-outline-a11y.docx

Cultural Resources (Section 106) see attached guidance.

Caltrans is responsible for environmental review, consultation, and coordination on this project, as assigned by FHW A pursuant to 23 USC 326. The environmental document to be prepared would be a Categorical Exclusion (CE) Determination with required technical studies. Caltrans will prepare the NEPA environmental determination when the requested environmental reports/ memos have been submitted and deemed complete. Once the NEPA CE is issued, note that your agency is still required to provide the following when available:

- Permits
- Regulatory (waters) permits & supporting biological documentation
- Environmental Commitments Record (ECR)
- Mitigation monitoring or final reports

You are welcome to contact me if you have any questions regarding the environmental requirements for this project. I can be reached at (805) 478-8952 or kelso.vidal@dot.ca.gov

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EXHIBIT 6-A PRELIMINARY ENVIRONMENTAL STUDY (PES)

Federal Project No.: BRLO-5944 (150) ID#0524000014 **Final Design:**
(Federal Program Prefix-Project No., Agreement No.) *(Expected Start Date)*

To:	Diana Garrett *(District Local Assistance Engineer)*	**From:**	Monterey County *(Local Agency)*
	D5 San Luis Obispo *(District)*		Kyle Oyama *(Project Manager's Name and Telephone No.)*
	50 Higuera St, SLO, CA 93401 *(Address)*		1441 Schilling Place, Salinas, CA 93901 *(Address)*
	Diana.garrett@dot.ca.gov *(Email Address)*		oyamak@co.monterey.ca.us *(Email Address)*

Is this Project "ON" the State Highway System? ☐ Yes ☒ No **IF YES, STOP HERE** and contact the District Local Assistance Engineer regarding the completion of other environmental documentation.

Federal State Transportation Improvement Program (FSTIP)
https://dot.ca.gov/programs/financial-programming/office-of-federal-programming-data-management-ofpdm
(Currently Adopted Plan Date) *(Page No.___ attach to this form)*

Programming for FSTIP:	**Preliminary Engineering**	**Right of Way**	**Construction**
	_____ (Fiscal Year) $ _____ (Dollars)	_____ (Fiscal Year) $ _____ (Dollars)	_____ (Fiscal Year) $ _____ (Dollars)

Project Description as Shown in RTP and FSTIP:

Detailed Project Description:
The bridge is approximately 12.5' wide consisting of one 9 wide travel lane and 1.75'wide curbs on each side of the lane. The existing bridge width and railing do not meet current standards. The narrow width of the bridge does not safely permit pedestrian and vehicle access simultaneously, resulting in vehicles waiting for pedestrians to cross the bridge before traversing. In addition, emergency vehicles can not cross. Project will remove the bridge and abutments. New bridge style TBD. New bridge will be appx 30-feet wide to accommodate two lanes.

Preliminary Design Information:
Does the project involve any of the following? Please check the appropriate boxes and delineate on an attached map, plan, or layout including any additional pertinent information.

Yes	No		Yes	No		Yes	No	
☒	☐	Widen existing roadway	☒	☐	Ground disturbance	☒	☐	Easements
☒	☐	Increase number of through lanes	☒	☐	Road cut/fill	☒	☐	Equipment staging
☐	☒	New alignment	☒	☐	Excavation: anticipated maximum depth _____	☒	☐	Temporary access road/detour
☐	☒	Capacity increasing—other (e.g., channelization)				☒	☐	Utility relocation
			☒	☐	Drainage/culverts	☒	☐	Right of way acquisition (if yes, attach map with APN)
☒	☐	Realignment	☐	☒	Flooding protection			
☐	☒	Ramp or street closure	☒	☐	Stream channel work	☐	☒	Disposal/borrow sites
☐	☐	Bridge work	☒	☐	Pile driving	☐	☒	Part of larger adjacent project
☒	☐	Vegetation removal						
☒	☐	Tree removal	☒	☐	Demolition	☐	☒	Railroad

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Required Attachments:

☐ Regional map ☒ Project location map ☐ Project footprint map (existing/proposed right of way)

☐ Engineering drawings (existing and proposed cross sections), if available ☐ Borrow/disposal site location map, if applicable
(Note: all maps (except project location map and regional maps) should be consistent with the project description (minimum scale: 1" = 200').)

☒ GeoTracker Printout for Hazardous Materials (http://geotracker.waterboards.ca.gov/).

☒ Federal Threatened and Endangered Species List from USFWS (http://ecos.fws.gov/ipac/).

☒ Federal Threatened and Endangered Species List from NMFS (http://www.westcoast.fisheries.noaa.gov/maps/data/california species listtools.html).

☒ Current Photos of Project Site ☒ FEMA map ☒ VIA Questionnaire

Examine the project for potential effects on the environment, direct or indirect and answer the following questions. The "construction area," as specified below, includes all areas of ground disturbance associated with the project, including staging and stockpiling areas and temporary access roads.

Each answer must be briefly documented on the "Notes" pages at the end of the PES Form.

A. Potential Environmental Effects	Yes	To Be Determined	No
General			
1. Will the project require future construction to fully utilize the design capabilities included in the proposed project?	☐	☐	☒
2. Will the project generate public controversy?	☐	☒	☐
Noise			
3. Is the project a Type I project as defined in 23 CFR 772.5(h); "construction on new location or the physical alteration of an existing highway, which significantly changes either the horizontal or vertical alignment or increases the number of through-traffic lanes"?	☐	☐	☒
4. Does the project have the potential for adverse construction-related noise impact (such as related to pile driving)?	☐	☒	☐
Air Quality			
5. Is the project in a NAAQS non-attainment or maintenance area?	☐	☐	☒
6. Is the project exempt from the requirement that a conformity determination be made? (If "Yes," state which conformity exemption in 40 CFR 93.126, or 40 CFR 93.128 (check one box below and identify the project type if applicable): ☒40 CFR 93.126 ☐ 40 CFR 93.128 Project type: _____	☒	☐	☐
7. Is the project exempt from regional conformity? (If "Yes," state which conformity exemption in 40 CFR 93.127, Table 3 applies): _____	☒	☐	☐
8. If project is not exempt from regional conformity, (If "No" on Question #7)			
Is project in a metropolitan non-attainment/maintenance area?	☒	☐	☐
Is project in an isolated rural non-attainment area?	☐	☐	☒
Is project in a CO, PM10 and/or PM2.5 non-attainment/maintenance area?	☐	☐	☒
Hazardous Materials/Hazardous Waste			
9. Is there potential for hazardous materials (including underground or aboveground tanks, etc.) or hazardous waste (including oil/water separators, waste oil, asbestos-containing material, lead-based paint, ADL, etc.) within or immediately adjacent to the construction area?	☒	☐	☐
Water Quality/Resources			
10. Does the project have the potential to impact water resources (rivers, streams, bays, inlets, lakes, drainage sloughs) within or immediately adjacent to the project area?	☒	☐	☐

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11. Is the project within a designated sole-source aquifer?	☐	☐	☒
Coastal Zone			
12. Is the project within the State Coastal Zone, San Francisco Bay, or Suisun Marsh?	☐	☐	☒
Floodplain			
13. Is the construction area located within a regulatory floodway or within the base floodplain (100-year) elevation of a watercourse or lake?	☒	☐	☐
Wild and Scenic Rivers			
14. Is the project within or immediately adjacent to a Wild and Scenic River System?	☐	☐	☒
Biological Resources			
15. Is there a potential for federally listed threatened or endangered species, or their critical habitat or essential fish habitat to occur within or adjacent to the construction area?	☒	☐	☐
16. Does the project have the potential to directly or indirectly affect migratory birds, or their nests or eggs (such as vegetation removal, box culvert replacement/repair, bridge work, etc.)?	☒	☐	☐
17. Is there a potential for wetlands to occur within or adjacent to the construction area?	☒	☐	☐
18. Is there a potential for agricultural wetlands to occur within or adjacent to the construction area?	☐	☐	☒
19. Is there a potential for the introduction or spread of invasive plant species?	☒	☐	☐
Sections 4(f) and 6(f)			
20. Are there any historic sites or publicly owned public parks, recreation areas, wildlife or waterfowl refuges (Section 4[f]) within or immediately adjacent to the construction area?	☐	☐	☒
21. Does the project have the potential to affect properties acquired or improved with Land and Water Conservation Fund Act (Section 6[f]) funds?	☐	☐	☒
Visual Resources			
22. Does the project have the potential to affect any visual or scenic resources?	☐	☒	☐
Relocation Impacts			
23. Will the project require the relocation of residential or business properties? (If the answer to questions 23-32 is "yes," then Title VI Implementation and outreach may be triggered)	☐	☒	☐
Land Use, Community, and Farmland Impacts			
24. Will the project require any right of way, including partial or full takes? Consider construction easements and utility relocations.	☒	☐	☐
25. Is the project inconsistent with plans and goals adopted by the community?	☐	☐	☒
26. Does the project have the potential to divide or disrupt neighborhoods/communities?	☐	☐	☒
27. Does the project have the potential to disproportionately affect low-income and minority populations?	☐	☐	☒
28. Will the project require the relocation of public utilities?	☒	☐	☐
29. Will the project affect access to properties or roadways?	☐	☒	☐
30. Will the project involve changes in access control to the State Highway System (SHS)?	☐	☐	☒
31. Will the project involve the use of a temporary road, detour, or ramp closure?	☐	☐	☒
32. Will the project reduce available parking?	☐	☐	☒
33. Will the project construction encroach on state or federal lands?	☐	☐	☒
34. Will the project convert any farmland to a different use or impact any farmlands?	☐	☐	☒
Cultural Resources			
35. Is there National Register listed, or potentially eligible historic properties, or archaeological resources within or immediately adjacent to the construction area? *(Note: Caltrans PQS answers question #35)*	☐	☒	☐
36. Is the project adjacent to, or would it encroach on Tribal land?	☐	☐	☒

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For Sections B, C, and D, check appropriate box to indicate required technical studies, coordination, permits, or approvals.

B. Required Technical Studies and Analyses	C. Coordination	D. Anticipated Actions/Permits/Approvals
☒ **Traffic**		
Check one:		
☐ Traffic Study	☐ Caltrans	☐ Approval
☒ Technical Memorandum	☒ Caltrans	☒ Approval
☐ Discussion in ED Only	☐ Caltrans	☐ Approval
☒ **Noise**		
Check as applicable:		
☒ Traffic Related		
☒ Construction Related		
Check one:		
☐ Noise Study Report	☐ Caltrans	☐ Approval
☐ NADR	☐ Caltrans	☐ Approval
☒ Technical Memorandum	☒ Caltrans	☒ Approval
☐ Discussion in ED Only	☐ Caltrans	☐ Approval
☐ **Air Quality**		
Check as applicable:		
☐ Traffic Related		
☐ Construction Related		
Check one:		
☐ Air Quality Report	☐ Caltrans	☐ Approval
☐ Technical Memorandum	☐ Caltrans	☐ Approval
☐ Discussion in ED Only	☐ Caltrans	☐ Approval
	☐ FHWA	☐ Conformity Finding (23 USC 327 CEs, EAs, EISs)
	☐ Caltrans	☐ Conformity Finding (23 USC 326 CEs)
	☐ Regional Agency	☐ PM10/PM2.5 Interagency Consultation
☐ **Hazardous Materials/ Hazardous Waste**		
Check as applicable:		
☐ Initial Site Assessment (Phase 1)	☐ Caltrans	☐ Approval
☐ Preliminary Site Assessment (Phase 2)	☐ Caltrans	☐ Approval
☐ Discussion in ED Only	☐ Caltrans	☐ Approval
	☐ Cal EPA DTSC	☐ Review Database
	☐ Local Agency	☐ Review Database
☐ **Water Quality/Resources**		
Check as applicable:		
☐ Water Quality Assess. Report	☐ Caltrans	☐ Approval
☐ Technical Memorandum	☐ Caltrans	☐ Approval
☐ Discussion in ED Only	☐ Caltrans	☐ Approval
☐ **Sole-Source Aquifer (Districts 5, 6 and 11)**	☐ EPA (S.F. Regional Office)	☐ Approval of Analysis in ED
☐ **Coastal Zone**	☐ CCC	☐ Coastal Zone Consistency Determination

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B. Required Technical Studies and Analyses	C. Coordination	D. Anticipated Actions/Permits/Approvals
☒ **Floodplain**		
Check as applicable:		
☒ Location Hydraulic Study	☒ Caltrans	☒ Approval
☐ Floodplain Evaluation Report	☐ Caltrans	☐ Approval
☒ Summary Floodplain Encroachment Report	☒ Caltrans	☒ Approval
	☐ Caltrans	☐ Only Practicable Alternative Finding
	☐ FHWA	☐ Approves significant encroachments and concurs in Only Practicable Alternative Findings
☐ **Wild and Scenic Rivers**	☐ River Managing Agency	☐ Wild and Scenic Rivers Determination
☒ **Biological Resources**		
Check as applicable:		
☐ NES, Minimal Impact	☐ Caltrans	☐ Approval
☐ NES		
☒ BA	☒ Caltrans	☒ Approves for Consultation
	☒ USFWS ☒ NOAA Fisheries	☐ Section 7 Informal/Formal Consultation
☐ EFH Evaluation	☐ NOAA Fisheries	☐ MSA Consultation
If driving piles ☒ Bio-Acoustic Evaluation	☐ NOAA Fisheries	☐ Approval
☐ Technical Memorandum	☐ Caltrans	☐ Approval
☒ **Wetlands**		
Check as applicable:		
☐ WD and Assessment	☒ Caltrans	☒ Approval
	☐ ACOE	☐ Wetland Verification
	☐ NRCS	☐ Agricultural Wetland Verification
	☐ Caltrans	☐ Wetlands Only Practicable Alternative Finding
☒ **Invasive Plants**		
☐ Discussion in ED Only	☐ Caltrans	☐ Approval
☐ **Section 4(f)**		
Check as applicable:		
	☐ Caltrans	☐ Determine Temporary Occupancy
☐ De minimis	☐ Caltrans	☐ De minimis finding
☐ Programmatic 4(f) Evaluation Type: _____	☐ Caltrans	☐ Approval
☐ Individual 4(f) Evaluation	☐ Caltrans	☐ Approval
	☐ Agency with Jurisdiction ☐ SHPO ☐ DOI ☐ HUD ☐ USDA	

B. Required Technical Studies and Analyses	C. Coordination	D. Anticipated Actions/Permits/Approvals

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☐	**Section 6(f)**	☐ Agency with Jurisdiction ☐ NPS	☐ Determines Consistency with Long-Term Management Plan
		☐ NPS	☐ Approves Conversion
☒	**Visual Resources**		
	☒ Technical Memorandum	☒ Caltrans	☒ Approval
	☐ Minor VIA	☐ Caltrans	☐ Approval
	☐ Moderate VIA	☐ Caltrans	☐ Approval
	☐ Advance/Complex VIA	☐ Caltrans	☐ Approval
☐	**Relocation Impacts**		
	Check one:		
	☐ Relocation Impact Memo	☐ Caltrans	☐ Approval
	☐ Relocation Impact Study	☐ Caltrans	☐ Approval
	☐ Relocation Impact Report	☐ Caltrans	☐ Approval
☐	**Land Use and Community Impacts**		
	Check one:		
	☐ CIA	☐ Caltrans	☐ Approval
	☐ Technical Memorandum	☐ Caltrans	☐ Approval
	☐ Discussion in ED Only	☐ Caltrans	☐ Approval
☐	**Construction/Encroachment on State Lands**		
	Check as applicable:		
	☐ SLC Jurisdiction	☐ SLC	☐ SLC Lease
	☐ Caltrans Jurisdiction	☐ Caltrans	☐ Encroachment Permit
	☐ SP Jurisdiction	☐ SP	☐ Encroachment Permit
☐	**Construction/Encroachment on Federal Lands**	☐ Federal Agency with Jurisdiction	☐ Encroachment Permit
☐	**Construction/Encroachment On Indian Trust Lands**	☐ Bureau of Indian Affairs	☐ Right of Way Permit
☐	**Farmlands**		
	Check one:		
	☐ CIA	☐ Caltrans	☐ Approval
	☐ Technical Memorandum	☐ Caltrans	☐ Approval
	☐ Discussion in ED Only	☐ Caltrans	☐ Approval
	Check as applicable:		
	☐ Form AD 1006	☐ NRCS	☐ Approves Conversion
		☐ CDOC	☐ Approves Conversion
	☐ Conversion to Non-Agri Use	☐ ACOE	

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B. Required Technical Studies and Analyses	C. Coordination	D. Anticipated Actions/Permits/ Approvals
☒ **Cultural Resources** (**PQS completes this section**)	☐ Caltrans PQS	☐ Screened Undertaking
☒ APE Map	☐ Caltrans PQS and DLAE	☐ Approves APE Map
	☐ Local Preservation Groups and/or Native American Tribes	☐ Provides Comments Regarding Concerns with Project
☒ HPSR ☒ ASR ☐ HRER	☒ Caltrans	☒ Approves for Consultation
☐ Finding of Effect Report	☐ Caltrans	☐ Concurs on No Effect, No Adverse Effect with Standard Conditions
	☐ SHPO	☐ Letter of Concurrence on Eligibility, No Adverse Effect without Standard
☐ MOA	☐ Caltrans	☐ Approves MOA
	☐ SHPO	☐ Approves MOA
	☐ ACHP (if requested)	☐ Approves MOA
☐ **Permits** Copies of permits and a list of mitigation commitments are mandatory submittals following NEPA approval.	☐ ACOE	☐ Section 404 Nationwide Permit
	☐ ACOE	☐ Section 404 Individual Permit
	☐ Caltrans/ACOE/EPA ☐ USFWS ☐ NOAA Fisheries	☐ NEPA/404 Integration MOU
	☐ ACOE	☐ Rivers and Harbors Act Section 10 Permit
	☐ USCG	☐ USCG Bridge Permit
	☐ RWQCB	☐ Section 401 Water Quality Certification
	☐ CDFW	☐ Section 1602 Streambed Alteration Agreement
	☐ RWQCB	☐ NPDES Permit
	☐ CCC ☐ Local Agency	☐ Coastal Zone Permit
	☐ BCDC	☐ BCDC Permit

Notes: Additional studies may be required for other federal agencies.

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ACHP = Advisory Council on Historic Preservation
ACOE = U.S. Army Corps of Engineers
ADL = Aerially Deposited Lead
APE = Area of Potential Effect
APN = Assessor Parcel Number
ASR = Archaeological Survey Report
BA = Biological Assessment
BCDC = Bay Conservation and Development Commission
BE = Biological Evaluation
BO = Biological Opinion
Cal EPA = California Environmental Protection Agency
CCC = California Coastal Commission
CDFW = California Department of Fish and Wildlife
CDOC = California Department of Conservation
CE = Categorical Exclusion
CIA = Community Impact Assessment
CWA = Clean Water Act
DLAE = District Local Assistance Engineer
DOI = U.S. Department of Interior
DTSC = Department of Toxic Substances Control
EA = Environmental Assessment
ED = Environmental Document
EFH = Essential Fish Habitat
EIS = Environmental Impact Statement
EPA = U.S. Environmental Protection Agency
FEMA = Federal Emergency Management Agency
FHWA = Federal Highway Administration
FONSI = Finding of No Significant Impacted
FTIP = Federal Transportation Improvement Program
HPSR = Historic Property Survey Report
HRER = Historical Resources Evaluation Report
HUD = U.S. Housing and Urban Development
MOA = Memorandum of Agreement
MSA = Magnuson-Stevens Fishery Conservation and Management Act
NEPA = National Environmental Policy Act
NADR = Noise Abatement Decision Report
NES = Natural Environment Study
NHPA = National Historic Preservation Act
NOAA = National Oceanic and Atmospheric Administration
NMFS National Marine Fisheries Service
NPDES = National Pollutant Discharge Elimination System
NPS = National Park Service
NRCS = Natural Resources Conservation Service
PM10 = Particulate Matter 10 Microns in Diameter or Less
PM2.5 = Particulate Matter 2.5 Microns in Diameter or Less
PMP = Project Management Plan
PQS = Professionally Qualified Staff
ROD = Record of Decision
RTIP = Regional Transportation Improvement Program
RTP = Regional Transportation Plan
RWQCB = Regional Water Quality Control Board
SER = Standard Environmental Reference
SEP = Senior Environmental Planner
SHPO = State Historic Preservation Officer
SLC = State Lands Commission
SP = State Parks
TIP = Transportation Improvement Program
USCG = U.S. Coast Guard
USDA = U.S. Department of Agriculture
USFWS = U.S. Fish and Wildlife Service
WD = Wetland Delineation

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E. Preliminary Environmental Document Classification (NEPA)

Based on the evaluation of the project, the environmental document to be developed should be:

Check one:

- ☐ Environmental Impact Statement (*Note: Engagement with participating agencies in accordance with 23 USC 139 required)*
  - ☐ Compliance with 23 USC 139 regarding Participating Agencies required
- ☐ Complex Environmental Assessment
- ☐ Routine Environmental Assessment
- ☐ Categorical Exclusion without required technical studies.
- ☑ Categorical Exclusion with required technical studies

(if Categorical Exclusion is selected, check one of the following):

- ☑ Section 23 USC 326
  - ☑ 23 CFR 771 activity (c)(28)
  - ☐ 23 CFR 771 activity (d) (_____)
  - ☐ Activity _____ listed in the Section 23 USC 326
- ☐ Section 23 USC 327

F. Public Availability and Public Hearing

Check as applicable:

- ☑ Not Required
- ☐ Notice of Availability of Environmental Document
- ☐ Public Meeting
- ☐ Notice of Opportunity for a Public Hearing
- ☐ Public Hearing Required

G. Signatures

Local Agency Staff and/or Consultant Signature

_____	_____	_____
(Signature of Preparer)	*(Date)*	*(Telephone No.)*

_____
(Name)

Local Agency Project Engineer Signature

This document was prepared under my supervision, according to the *Local Assistance Procedures Manual,* Exhibit 6-B, "Instructions for Completing the Preliminary Environmental Study Form."

_____	_____	_____
(Signature of Local Agency)	*(Date)*	*(Telephone No.)*

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Caltrans District Professionally Qualified Staff (PQS) Signature

☐ Project does not meet definition of an "undertaking"; no further review is necessary under Section 106 ("No" Section A, #35).

☐ Project is limited to the type of activity listed in Attachment 2 of the Section 106 PA and based on the information provided in the PES Form, the project does not have the potential to affect historic properties ("No" Section A, #35).

☐ Project is limited to the type of activity listed in Attachment 2 of the Section 106 PA, but the following additional procedures or information is needed to determine the potential for effect ("To Be Determined" Section A, #35):

☐ Records Search ☐ _____ ☐ _____ ☐ _____

☐ Project meets the definition of an "undertaking"; all properties in the project area are exempt from evaluation per Attachment 4 of the Section 106 PA ("No" Section A, #35).

☑ The proposed undertaking is considered to have the potential to affect historic properties; further studies for 106 compliance are indicated in Sections B, C, and D of this PES Form ("Yes" Section A, #35).

(Signature of Professionally Qualified Staff)	10/01/2025 (Date)	805-458-1238 (Telephone No.)

The following signatures are required for all CEs, routine and complex EAs, and EISs:

Caltrans District Senior Environmental Planner (or Designee) and DLAE Signatures

I have reviewed this Preliminary Environmental Study (PES) Form and determined that the submittal is complete and sufficient. I concur with the studies to be performed and the recommended NEPA Class of Action.

(Signature of Senior Environmental Planner or Designee)	10/24/25 (Date)	805-478-8952 (Telephone No.)

(Name)

(Signature of District Local Assistance Engineer or Designee)	10/30/25 (Date)	805-406-4046 (Telephone No.)

Diana Garrett
(Name)

☐ HQ DEA Environmental Coordinator concurrence _____. Email concurrence attached.
(*date*)

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Attachment A: Notes to Support the Conclusions of the PES Form

1. No, the project will not require future construction to fully utilize the design capabilities of the proposed project.
2. No, it is not anticipated that the project will generate public controversy on environmental grounds. The County will perform outreach to the community throughout the life of the project.
3. No, the project is not considered a Type 1 project as defined in 23 CFR 772.5(h).
4. Yes, the project has the potential for adverse construction-related noise impacts to the surrounding residential neighborhood. Construction will only occur during the County's allowable daytime construction hours and will comply with all applicable local noise ordinances and regulations. The County will ensure the project plans and specifications incorporate Section 14-8 of the Caltrans Standard Specifications (Noise Control). IF piles are driven, we will have to look into for analysis and AMMs.
5. No, the project is not in a NAAQS non-attainment or maintenance area.
6. No, the project is not exempt from the requirement that a conformity determination be made.
7. No, the project is not exempt from regional conformity.
8. No, the project is not in a metropolitan non-attainment/maintenance area, is not in an isolated rural non-attainment area, and is not in a CO, PM10 and/or PM2.5 non-attainment/maintenance area.
9. Yes, there is potential for hazardous materials/waste within or immediately adjacent to the construction area. The County will test the existing bridge for lead-based paint and asbestos-containing material and if present will incorporate appropriate provisions into the contract specifications**. Apply Caltrans Standard Provision #** 14-9.02 and 14-11.08 and 14-11.09 and 14- 11.16
10. Yes, the project has the potential to impact Boronda Creek. The County will ensure the project plans and specifications incorporate Section 13, Water Pollution Control, of the Caltrans Standard Specifications, implement BMPS, and require a Stormwater Pollution Prevention Plan or Water Pollution Control Plan be prepared. The project will also comply with the water quality protection measures required by regulatory permitting agencies.
11. No, the project is not within a designated sole-source aquifer.
12. No, the project is not within the State Coastal Zone, San Francisco Bay, or Suisun Marsh.
13. Yes, the project is within the 100-year floodplain of Boronda Creek.
14. No, the project not within or immediately adjacent to a Wild and Scenic River System.
15. Yes, there is a potential for the following federally listed species to occur: California reg-legged frog, western pond turtle, and steelhead.
16. Yes, there is potential for the project to affect migratory birds (or their nests or eggs) due to vegetation removal and bridge work. Vegetation will take place outside of nesting bird season if possible. If vegetation removal takes place during nesting bird season, a biologist will conduct a nesting bird survey in the 7 days prior to removal. If active nests are found, a no-work buffer surrounding the nest will be determined in consultation with CDFW. The no-work buffer will remain in place until the biologist has confirmed the young are foraging independently or the nest has failed.
17. Yes, there is potential for wetlands to occur within or adjacent to the construction area.

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18. No, there is no potential for agricultural wetlands to occur within or adjacent to the construction area.
19. Yes, there is potential for the introduction of invasive plant species at the project site, however the plans and specifications will require that all BMPs and landscaping materials be free of invasive species. If invasive species are found at the project site they will be properly disposed of.
20. No, there are no historic sites or publicly owned public parks, recreation areas, or wildlife or waterfowl refuges (Section 4[f]) within or immediately adjacent to the construction area.
21. No, the project does not have the potential to affect properties acquired or improved with Land and Water Conservation Fund Act (Section 6[f]) funds.
22. Yes. Based on the **Attached VIA Questionnaire**, minor visual changes are anticipated to occur. Minor public concern may be expected. A Visual Memo is appropriate in this situation. Visual simulations are not necessary. Memo should be restricted to appx 10 pages.
23. No, the project will not require the relocation of residential or business properties.
24. Yes temporary construc on easements.
25. No, the project is not inconsistent with plans and goals adopted by the community.
26. No, the project does not have the potential to divide or disrupt neighborhoods/communities.
27. No, the project does not have the potential to disproportionately affect low-income and minority populations.
28. Yes, the project will require the relocation of the following public utilities: water, sewer, gas, electrical, and telephone. These services must notify customers well in advance of any service disconnect.
29. Yes, the project will temporarily affect access to properties or roadways. Vehicle, pedestrian, and bicycle access to the adjacent properties will be maintained apart from brief periods necessary to facilitate construction. The County will provide advance notification of the construction work schedule to the community and stakeholders. A traffic control plan will be incorporated into the Traffic plans and specifications. All traffic control devices will comply with the California Manual on Uniform Traffic Control Devices. There will be continued access during duration of construction.
30. No, the project will not involve changes in access control to the State Highway System.
31. This is the only access to the community it serves. Access across creek is required at all times.
32. The project will not permanently reduce the available parking.
33. No, the project construction will not encroach on state or federal lands.
34. No, the project will not convert any farmland to a different use or impact any farmlands.
35. A portion of the adjacent RSP of stone was used and will be reworked into the final project.
36. No the project is not adjacent to Tribal land.

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Caltrans District 5 Local Assistance Environmental Section 106 Documentation

Introduction

This information is being provided to you because this project has the potential to affect historic properties[1] (see PES form).

The Local Agency will need to hire qualified Cultural Resources consultants to prepare documents for compliance with Section 106 of the National Historic Preservation Act of 1966 (as amended) (NHPA) and Caltrans Programmatic Agreement (PA) with the Federal Highway Administration, California State Historic Preservation Officer (SHPO), and the Advisory Council on Historic Preservation.

Guidance for consultant qualifications can be found online at Caltrans' Standard Environmental Reference website (Volume 2, Chapter 1, Section 1.3.7).

Guidance for completing Section 106 documents may also be found online at Caltrans' Standard Environmental Reference website. Conformity to Caltrans' templates for all documentation is required. Moreover, all Section 106 documentation will require review by Caltrans Professionally Qualified Staff (PQS).

In Section B of the PES form, PQS have identified which Cultural Resources studies will be required for this project. Note that this is a preliminary opinion and may change as more project description and Cultural Resources information becomes available.

Area of Potential Effects (APE) Map

The first step in the process is to prepare a map showing the Area of Potential Effects (APE). The APE map may be prepared and submitted for review ahead of the Cultural Resources consultants starting work.

The APE map depicts the area that will be potentially affected by the project, including but not limited to, staging areas, access roads, utility relocation, temporary bridges, right-of-way acquisition and temporary construction easements[2]. Under direction of the PQS, the APE map should include the boundary of historic resources that are located within or immediately adjacent to the project area. The primary number, trinomial, or designation should be listed.

The map should be plotted on an aerial photograph or other base at a scale of approximately 1 inch = 200 ft. A maximum size of 11 inches by 17 inches is preferred, using multiple sheets as necessary. Typically, one APE line is depicted that includes all areas of direct impact, the entirety of all parcels from which there will be a right-of-way acquisition or temporary easement for construction or detour, and the boundary of any architectural history or archaeological properties. In addition to the APE boundary, and location of historic properties, the Area of Direct Impact should be delineated.

The APE map should have a title block that includes the project name, federal ID number, and three signature lines: Caltrans PQS, Local Assistance Engineer, and Local Agency Representative.

[1] Historic Properties are defined as properties listed in, or meet the criteria for listing in, the National Register of Historic Places

[2] A fuller explanation of the APE map delineation requirements can be found in the PA Attachment 3,

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Caltrans will review and sign the APE map prior to reviewing studies as the APE map informs these reports. However, note that if historic properties are identified or the project scope changes, the APE map may require revision.

Cultural Resource Reports

Following completion of the APE map, Cultural Resources studies will need to be prepared by your consultants for submission to Caltrans[3]. At this time, your archaeological consultant should complete a records search and Sacred Lands File (SLF) search. Once results are received, please transmit to the assigned Environmental Planner. The Local Assistance Archaeologist will then initiate consultation with Native American tribes under Section 106. Refer to the *Caltrans District 5 Local Assistance Environmental Section 106 Compliance for Native American Consultation* document for further information.

Please follow the PES form or any subsequent advice from Caltrans PQS regarding what studies are required. The different reports are summarized below. Additionally, Figure 1 overleaf provides a flow chart of how the Section 106 process may be navigated.

Archaeological Survey Report (ASR), Exhibit 5.1*

Written by a professionally-qualified archaeologist, this report documents the efforts to identify archaeological resources within the Archaeological APE. It will also document the required Native American outreach efforts.

Historic Resource Evaluation Report (HRER), Exhibit 6.2*

Written by a professionally qualified architectural historian, this report documents the efforts to identify and evaluate built environment resources for the National Register of Historic Places within the Architectural APE. Each evaluation requires its own DPR form[4] appended to the HRER. After District review, this requires a 30-day review at SHPO.

When there are no resources requiring evaluation, the HRER will not be required. Caltrans PQS are available to confirm to your consultants whether resources may be exempted from evaluation or when historic evaluations are simple enough that DPR forms can be submitted without a HRER.

Historic Property Survey Report (HPSR), Exhibit 2.6*

The HPSR serves as a summary report, to which the ASR and HRER, along with additional documentation defined below, are attached. Please use the HPSR short form.

*Exhibits can be found on the Caltrans SER website at https://dot.ca.gov/programs/environmental-analysis/standard-environmental-reference-ser/volume-2-cultural-resources

[3] Reports should not be submitted until the APE map is signed by Caltrans
[4] Department of Parks and Recreation 523 Form

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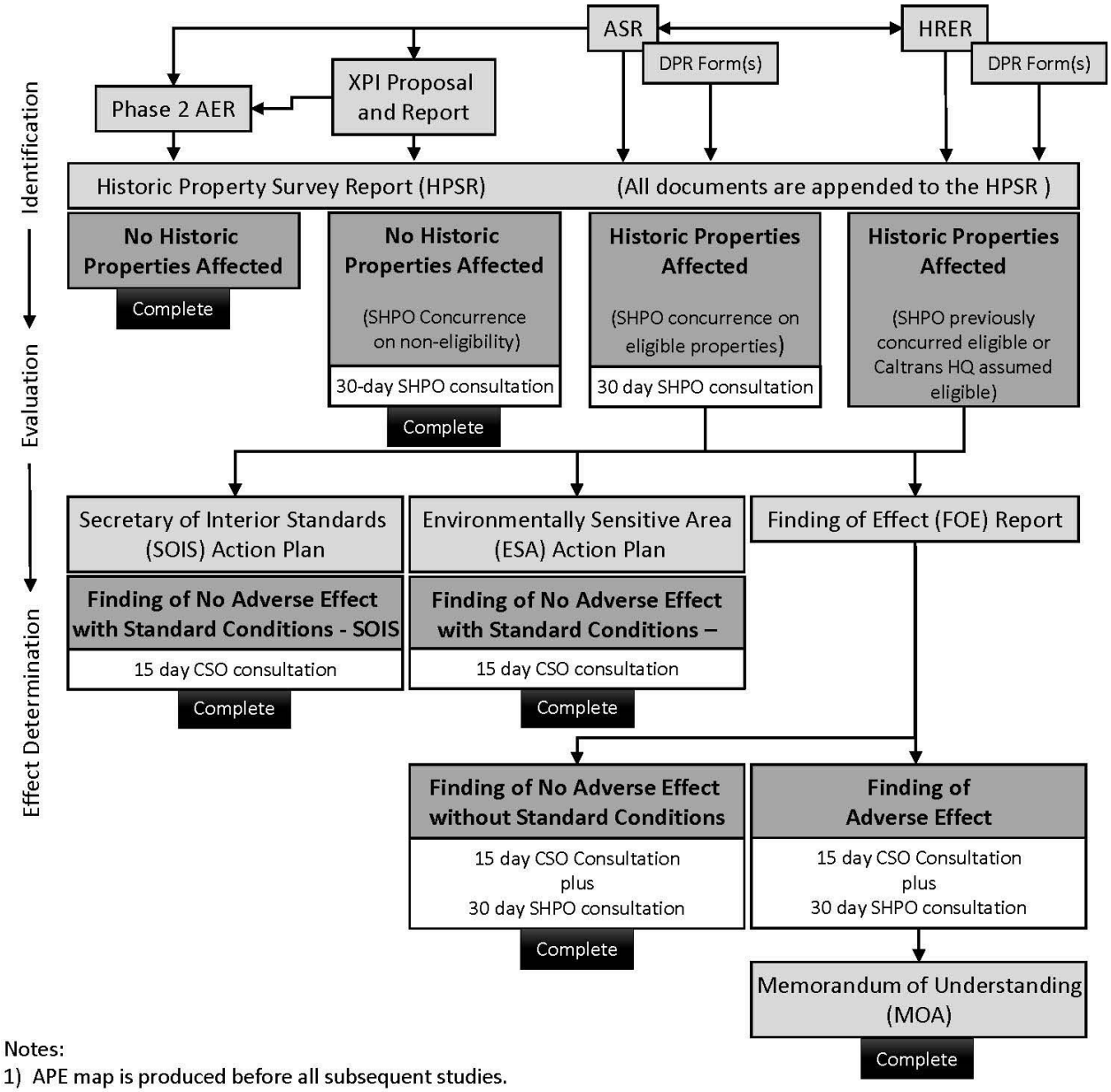
Caltrans District 5 Local Assistance Environmental Section 106 Documentation



Notes:

1) APE map is produced before all subsequent studies.
2) Historical Archaeology may be covered in both the ASR and HRER
3) Where special circumstances, such as restricted access or large property size, preclude complete evaluation of a property, Caltrans may assume eligibility through Stipulation VIII.C3 or C4 of the PA. This is undertaken through an exchange of emails between PQS and Caltrans HQ although information from the Local Agency and/or consultant may be required to inform this process. Alternatively, for archaeological sites, Caltrans may request a phased approach be undertaken. The phased approach defers evaluation until sufficient information is available and requires a Phased Implementation Plan. If an adverse effect is predicted, then a Programmatic Agreement will also need to be prepared, agreed, and signed by SHPO.

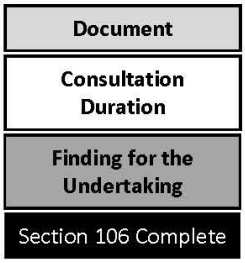


Figure 1: Flow Chart showing Section 106 process

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XPI Proposal, Testing and Report, Exhibits 5.2 & 5.3*

An Extended Phase I (XPI) identifies archaeological resources through sub-surface testing. This may be required to confirm the presence or absence of a site(s), to define site boundaries or in areas of high sensitivity for buried archaeological deposits. A proposal (Exhibit 5.2) explaining and describing the field methods to be used needs to be approved by Caltrans PQS prior to any testing. A report (Exhibit 5.3) on the results will then be prepared and submitted for Caltrans PQS review.

Archaeological Evaluation Report (AER), Exhibits 5.4 & 5.5*

The Archaeological Evaluation Report, also known as Phase II, provides the basis for determining whether an archaeological site is eligible for inclusion in the National Register. A proposal (Exhibit 5.4) describing the methods of evaluation needs to be approved by Caltrans PQS. The report (Exhibit 5.5) will then present the results of the excavation and provide recommendations on the eligibility of the site.

Data Recovery, Exhibits 5.6, 5.7, & 5.8*

Data Recovery is warranted as a mitigation measure when the project is assumed to or will have an adverse effect to an archaeological site. A Data Recovery Plan (DRP) (Exhibit 5.6) is a technical appendix to a FAE and/or a MOA. The purpose of a Data Recovery Plan is to demonstrate that Caltrans' level of effort appears justified, and the expected costs are not unreasonable. The Archaeological Data Recovery Proposal (Exhibit 5.7), also referred to as a Phase III Proposal, is different from the DRP in that it builds on the DRP research design and provides a work plan with more detailed information concerning project schedule, personnel, and cost. An Archaeological Data Recovery Report (Exhibit 5.8), also referred to as a Phase III Report, serves to communicate data recovery findings.

Post-Review Discovery Plan, Exhibits 5.11 & 5.12*

A Discovery Plan (Exhibit 5.11) is appropriate if the potential for discovery of cultural resources during construction is likely and outlines the process that Caltrans and the Local Agency will implement to address potential adverse effect in the event that such resources are encountered. It is also possible to conduct a reasonable and good faith effort to identify historic properties during the planning phase of a project and still encounter previously unrecorded archeological resources during the project's implementation. In these instances, a Post-Review Discovery – Without Plan (Exhibit 5.12) will be followed.

Finding of Effect (FOE)

When Caltrans PQS has determined that a No Historic Properties Affected Finding is not appropriate, then the effects of the project on historic properties must be assessed. There are two effect findings - No Adverse Effect and Adverse Effect. A Finding of No Adverse Effect can be with or without standard conditions (SOIS or ESA). Please consult with Caltrans PQS to determine the appropriate finding:

a) Finding of No Adverse Effect - Secretary of Interior Standards (SOIS) (Exhibit 2.12*). This plan uses the Secretary of the Interior's Standards for the Treatment of Historic Properties. It is

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typically used to protect and preserve eligible built environment properties. Following District review, this requires a 15-day review at Caltrans HQ, Sacramento (CSO).

b) Finding of No Adverse Effect - Environmentally Sensitive Area (ESA) (Exhibit 2.11*). This plan protects archaeological sites or historic properties that need some measure of active protection during the implementation of a project. Following District review, this requires a 15-day review at CSO.

c) Finding of No Adverse Effect (Exhibit 2.8*). This is used when the project's effects are not adverse but the standard conditions (SOIS or ESA) cannot be used or are preferred not to be used. Following District review, this requires a 15-day review at CSO, followed by a 30-day review at SHPO.

d) Finding of Adverse Effect (Exhibit 2.9*). This document is completed when the project will have an adverse effect to a historic property. Following District review, this requires a 15-day review at CSO, followed by a 30-day review at SHPO.

Memorandum of Agreement (MOA) and Agreement Documents (Exhibit 2.10*)

When an Adverse Effect to Historic Properties can't be avoided, CSO and SHPO enter into a Memorandum of Agreement (MOA) to resolve the adverse effects. A MOA is a legally binding document that is also signed by secondary stakeholders including Caltrans District 5 and the Local Agency. There is no standard review time for the SHPO to sign a MOA.

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Caltrans D5 Local Assistance Environmental Section 106 Compliance for Native American Consultation

This document outlines procedures and protocol for conducting Native American consultation as part of Section 106 compliance for Caltrans District 5 Office of Local Assistance (OLA). The goal is to ensure meaningful consultation with Native American Tribes, including both Federally and non-Federally recognized Tribes consistent with legal and regulatory requirements, and respectful of tribal sovereignty and cultural heritage through good faith consultation efforts.

Native American Tribes hold a special consultative role in the context of federal and state historic preservation compliance due to their unique relationship to archaeological sites, sacred/ceremonial areas, and traditional cultural properties and landscapes.

Roles and Responsibilities

Caltrans Local Assistance Archaeologist

The Caltrans Local Assistance Archaeologist is responsible for overseeing and conducting all aspects of Section 106 consultation with Native American Tribes. This includes preparing and sending consultation letters, coordinating and participating in consultation activities, and ensuring compliance with Caltrans protocols throughout the process. The Caltrans Local Assistance Archaeologist manages the entire consultation process, maintaining consistency and ensuring that tribal concerns are adequately captured and addressed.

Caltrans Environmental Generalist

The Generalist remains the main point of contact for communication for Local Agencies and their Consultants. The Generalist will coordinate the scheduling of consultation meetings. The Local Assistance Generalists have been trained in and abide by confidentiality practices surrounding cultural resources and tribal knowledge.

Local Agencies

Local Agencies are responsible for collaborating with Caltrans Local Assistance Archaeologist and the Tribes during the consultation process. They must provide project information, participate in meetings, and assist with the coordination of any necessary site visits. Local Agencies are encouraged to establish strong working relationships with tribal governments, in cooperation with Caltrans, to promote effective cross-jurisdictional planning and collaboration among all parties and stakeholders.

Cultural Consultants

Cultural consultants engaged by the Local Agency are responsible for providing expertise on archaeological and cultural resource management and issues. They will present cultural resource findings, cultural sensitivity analyses, and recommendations during the consultation process.

Consultation Process

Step 1: Preparation for Consultation

Before Caltrans Local Assistance Archaeologist can initiate consultation, the following preparatory steps must be completed:

- Area of Potential Effects (APE) Approval: The APE must be approved by Caltrans D5 Local Assistance Archaeologist and D5 OLA.
- Sacred Lands File Search: Caltrans will perform a Sacred Lands File search through the Native American Heritage Commission (NAHC).
- NWIC Record Search: The Local Agency or their consultants are responsible for obtaining the

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Northwest Information Center (NWIC) record search results. The results must be transmitted to Caltrans.

Step 2: Sending Consultation Letters
Once the above preparatory steps are complete, the Caltrans Local Assistance Archaeologist will prepare and transmit consultation letters to the Tribes identified by the NAHC. These letters will provide a general project description, any resources that have been previously identified, Sacred Lands File search results, mapping, and invite the Tribes to participate in the consultation process under Section 106. After 14 days, Caltrans Local Assistance Archaeologist will follow-up with tribes who did not respond to the original letter.

Consultation logs will be prepared and maintained by the Caltrans Local Assistance Archaeologist. The consultation log and associated documents will be transmitted to the Local Agency after follow-up communications are conducted. During preparation of Section 106 documents that include Native American consultation sections, please request updated consultation logs for inclusion in the document. As consultation is ongoing, these sections may need updating.

Step 3: Responding to Tribal Requests for Consultation
If a Tribe requests consultation or information about the project, a virtual meeting will be scheduled with the participation of the Caltrans Local Assistance Archaeologist, the Local Agency, the Cultural Consultants, and the Tribe. The meeting will have four parts:
1. Discussion of Project Elements: During the meeting, the Local Agency will present the project elements through visuals and answer any questions from the Tribe.
2. Archaeological and Cultural Resource Discussion: Cultural consultants will present any archaeological findings, site sensitivity analyses, or other relevant information. APE maps or other visuals should be utilized.
3. Section 106 Compliance Planning: The meeting will conclude with a discussion of the Section 106 compliance plan, including the proposed finding for the project or plans for further technical studies. The Caltrans Local Assistance Archaeologist will generally present on this topic.
4. Questions, comments, or concerns can be addressed in an open discussion at the end of the meeting.

Step 4: Site Visits
If warranted, a site visit may be arranged following the virtual meeting. The site visit will include representatives from the Caltrans Local Assistance Archaeologist, the Local Agency, their consultants, and the Tribe. The purpose of the visit is to allow for an on-the-ground evaluation of the project area and to facilitate further discussion of cultural resources.

Step 5: Ongoing Consultation
Consultation with Native American Tribes should be an ongoing process throughout the life of the project. Early and frequent consultation is required, especially if there are changes to the project description or scope. The Caltrans Local Assistance Archaeologist will determine when updated consultation is necessary and will coordinate as needed.

Tribal members may participate in identification, evaluation, mitigation, and minimization efforts, through survey and sub-surface identification, data recovery, monitoring, and document review. If Tribes request to participate in document review, it does not run concurrently with Caltrans review, and will occur after Caltrans has ensured the document meets Section 106 standards. Local agencies may need to contract directly with Tribes for their services.

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Compliance with NEPA and Section 106 Responsibilities

In California, the FHWA has assigned, and Caltrans has assumed, all the U.S. Department of Transportation's responsibilities under the National Environmental Policy Act (NEPA) and serves as both the Lead Federal Agency and Federal Agency Official for federal-aid highway projects. This arrangement is codified in both the NEPA Assignment Memoranda of Understanding (NEPA MOU) and the Section 106 Programmatic Agreement (106 PA). Under these agreements, Caltrans assumes the lead on project-level consultations with Native American Tribes.

In carrying out both its NEPA and Section 106 responsibilities, Caltrans is responsible and accountable for conducting consultation with Native American Tribes in a manner that recognizes the federal government-to-government relationship and is respectful of tribal sovereignty. Caltrans' federally assigned responsibilities also apply to all locally sponsored transportation projects that receive federal aid highway funds (the Local Assistance Program). Caltrans oversees all Local Assistance projects to ensure compliance with federal standards under both NEPA and Section 106, including tribal engagement and consultation.

If requested by the Tribe, consultation can also occur directly from the Tribe with FHWA through government-to-government consultation.

Conclusion

The Section 106 consultation process with Native American Tribes is a critical component of Section 106 compliance. All consultation activities must be conducted with the involvement of the Caltrans Local Assistance Archaeologist and in accordance with Caltrans protocols. By engaging Tribes early and often, Caltrans and Local Agencies can ensure that tribal concerns are adequately addressed, and that projects are developed in a manner that respects and protects cultural resources whenever possible and takes into account tribal perspectives.

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Caltrans District 5 NMFS PBA
Project Checklist / Notification

Instructions: Edit Title for whichever is relevant (Checklist or Notification). Do not delete components of this template because this is part of the PBO. Delete Instructions when complete.

Checklist or Notification (check appropriate) & Date Submitted:

☐ Checklist Date: ☐ Notification Date:

Project Name:		
Hwy/PM:	EA:	County:
Federal Nexus:	Biologist:	
Watershed(s)[1]:		
Affected Waterbody(ies):		

Covered Species ESU-DPS/Resource/Habitat (check all applicable):

☐ CCC Coho	☐ CCC Coho CH	☐ Migratory Habitat
☐ CCC Steelhead	☐ CCC Steelhead CH	☐ Rearing Habitat
☐ SCCC Steelhead	☐ SCCC Steelhead CH	☐ Spawning Habitat
☐ SC Steelhead	☐ SC Steelhead CH	☐ Riparian Habitat
☐ Pacific Coast Salmon EFH	☐ Pacific Coast Groundfish EFH	☐ Coastal Pelagic Species EFH

Programmatic Category (relative to pre-construction coordination/approval from NMFS):

☐ 1 (pre-coordination not required) ☐ 2 (pre-coordination and approval required)

Project Activities Potentially Affecting Covered Species (check all applicable):

☐ Geotechnical Drilling	☐ Road Widening & New Lanes
☐ Building Staging Areas & Access Roads	☐ Repairing & Rehabilitating Culverts & Bridges
☐ Constructing Temporary Stream Crossings	☐ Replacing Culverts
☐ Dewatering & Diverting Water Around Work Areas	☐ Replacing & Installing Bridges
☐ Removing & Relocating Species	☐ Pile Driving
☐ Clearing Sediment & Debris	☐ Installing Fish Passage Improvements
☐ Bank Stabilization, Scour & Erosion Control	☐ Installing Aquatic Habitat Features
☐ Vegetation Management	☐ Revegetation

Anticipated Key Project Milestone Dates (relevant to PBO):

Category 1 Documentation Complete:
Category 2 Early Coordination with NMFS (start date):
Category 2 Project Notification Report Target Submittal:
Category 2 NMFS Approval Target Due:
Construction Period (Start [Award] – Close [Acceptance]):

Project Description and justification for category assignment (added pages as needed):

[1] *SF Coastal South, Monterey Bay, Pajaro, Salinas-Estrella, Central Coastal, Santa Maria-Cuyama, San Antonio, Santa Ynez, Santa Barbara Coastal*

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Caltrans District 5 NMFS PBA
Project Notification

Instructions: Add Checklist as a "Cover Page". Do not delete components of this template because this is part of the PBO. Copy/add info if project will impact more than one ESU-DPS-Resource/Watershed/Waterbody/Habitat Type. Add pages for relevant attachments, including title pages for the attachment. Insert all pages into one combined document for submitting to NMFS. Delete instructions when complete.

ESU-DPS-Resource/Watershed/Waterbody/Habitat Type[1]:

_____

Anticipated Category 2 Adverse Impacts[2]:

Check Box	Impact Type	Linear (ft)	Area (ac)	Volume (CY)
	Covered Species present during geotech drilling			
	Temporary staging/storage/access			
	Temporary stream crossing			
	Temporary dewatering/diversion			
	Temporary disturbance for habitat improvements			
	Total temporary aquatic impacts			
	Total temporary riparian impacts			
	Handling Covered Species			
	Net change in natural substrate			
	Net change in LWD			
	Perpetuate existing hard armoring			
	Net change in hard armoring			
	Net change in aquatic vegetation			
	Net change in riparian vegetation			
	Modify fish passage or improve existing barrier			
	Aquatic habitat improvement			
	Pile driving when Covered Species present			
	Other:			

Description of Anticipated Adverse Impacts:

Site-Specific Avoidance/Minimization Measures (other than Program-Wide and Activity-Specific BMPs from PBO):

Description of Improvements, Beneficial Effects and Mitigation Measures (if relevant):

[1] *See Checklist or Notification Page 1.*
[2] *Per Species ESU-DPS/Protected Habitat/Watershed/Waterbody/Habitat Type; impacts to relevant Protected Resources.*

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Caltrans District 5 NMFS PBA
Project Notification

Instructions: Add Checklist as a "Cover Page". Do not delete components of this template because this is part of the PBO. Copy/add info if project will impact more than one ESU-DPS-Resource/Watershed/Waterbody/Habitat Type. Add pages for relevant attachments, including title pages for the attachment. Insert all pages into one combined document for submitting to NMFS. Delete instructions when complete.

Relevant Attachments:

- ☐ Impact Map
- ☐ Project Plans
- ☐ Hydraulic Study
- ☐ Contractor's Dewatering/Diversion Plan
- ☐ Fish Handling & Relocation Plan
- ☐ Concept Mitigation Plan
- ☐ Hydroacoustic Analysis
- ☐ Fish Passage Plan
- ☐ Mitigation and Monitoring Plan
- ☐ Other:

Attachment E

County of Monterey
PUBLIC WORKS, FACILITIES AND PARKS
Randell Ishii, MS, PE, TE, PTOE, Director

1441 Schilling Place, 2nd Floor
Salinas, CA 93901
O: 831 755 4800
F: 831 755 4958

December 23, 2025

ADDENDUM NO. 1

REQUEST FOR PROPOSAL #10964
TO PROVIDE BRIDGE DESIGN SERVICES
FOR
BORONDA ROAD BRIDGE REPLACEMENT PROJECT
County Project No. 1181
Federal Aid Project No: BRLO-5944(150)

Proposals Are Due: January 22, 2026 at 4:00 pm (PST)

The purpose of the Addendum is to provide answers to questions received to date and post project documents as reference to this RFP.

A signed copy of **Addendum #1** must be submitted along with your original bid proposal package. If this acknowledgement signature page is not submitted with your proposal package, your entire proposal package may be deemed non-responsive. It is the CONTRACTORS responsibility to ensure all items in the Addendum are included in the original bid proposal package.

Receipt of Addendum #1 for RFP 10964 has been received and all requested information included in the original proposal package.

_____ _____
Authorized Company Signature *Printed Name*

_____ _____
Company Name *Date*

The questions received to date are the following, along with their respective responses:

1. ***Question: Is the County willing to change the prime Consultant's minimum work percentage lower?***
   Answer: Currently the County is keeping the minimum work performance percentage for the prime at 50%
2. ***Question: Where should the project understanding and project scope be stated given the RFP submittal format***
   Answer: The project understanding and project scope should be stated under section 8.6.1
3. ***Question: Dokken Engineering prepared a Final Strategy Report for this project. Are they excluded from submitting a proposal?***
   Answer: No, they are not excluded from submitting a proposal.
4. ***Question: Would it be acceptable to include content not identified in Section 6 of the RFP, but identified in the Evaluation Criteria (such as a Scope of Services) as subsequent attachments following Attachment K***
   Answer: Yes, additional information may be attached in an Appendix section following the last attachment.
5. ***Question: Can the County provide the latest Caltrans Bridge Inspection Report for the existing bridge?***
   Answer: A copy of the latest Caltrans Bridge Inspection report will be posted with this addendum.

Revisions to the Request For Proposals (RFP) #10964

1. **Replace** the RFP #10964 in its entirety with the attached RFP #10964 included in this addendum (Addendum No. 1)

Documents posted to the County Website:

1. RFP #10964 Boronda Road Bridge Replacement (Revised)
2. RFP #10964 Caltrans Bridge Inspection Report 2025-04-16

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COUNTY OF MONTEREY
DEPARTMENT OF PUBLIC WORKS,
FACILITIES AND PARKS
1441 SCHILLING PLACE, SOUTH - 2ND FLOOR
SALINAS, CALIFORNIA 93901-4527
(831) 755-4800

REQUEST FOR PROPOSALS #10964

BRIDGE DESIGN SERVICES
BORONDA ROAD BRIDGE REPLACEMENT PROJECT
COUNTY OF MONTEREY, CALIFORNIA

COUNTY PROJECT NO. 1181
FEDERAL HIGHWAY BRIDGE PROGRAM – LOCAL
PROJECT NO. BRLO-5944(150)

COUNTY OF MONTEREY
DEPARTMENT OF PUBLIC WORKS, FACILITIES AND PARKS

Proposals are due by 4:00 p.m. (PST)
Thursday, January 22, 2026

Approved as to form:

Signed by:
Mary Grace Perry
76A18B9BA72D498...

Mary Grace Perry
Deputy County Counsel

Date: December 4, 2025

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1.0 INTENT

1.1 The County of Monterey Department of Public Works, Facilities and Parks, hereinafter referred to as "COUNTY", is soliciting proposals from a qualified organization(s), hereinafter referred to as "CONTRACTOR", to provide bridge design services for the Boronda Road Bridge Replacement project in Carmel Valley, California (Project).

1.2 This solicitation is intended for a single, exclusive AGREEMENT.

2.0 BACKGROUND

2.1 The Boronda Road Bridge is a one lane bridge across the Carmel River. It is located approximately 0.5 miles south of the intersection of Boronda Road and Carmel Valley Road. The bridge was designed and built by the COUNTY in approximately 1946. No as-built plans are available.

2.2 In 1997, the COUNTY received funding to evaluate replacement of the bridge under the California Department of Transportation's (Caltran's) Seismic Retrofit Program. Through a competitive solicitation, Dokken Engineering, Inc. (Dokken) was selected to perform these evaluations. In its Design Strategy Report, dated January 28, 1998, Dokken concluded that bridge replacement was the most suitable alternative and Caltrans concurred. Preliminary design drawings and an Environmental Impact Report were prepared. Because of public resistance and work load the COUNTY ultimately delayed the project.

2.3 In 2023, Caltrans directed the COUNTY to reinitiate the project. In October 2024, Dokken prepared an update to its 1998 report and is presented in Appendix I to this RFP. In July 2025, Caltrans approved a scope change from seismic retrofit to replacement.

2.4 Bridge Details: Bridge details are described in Appendix I to this RFP.

2.5 Federal funds will be utilized to design and construct the Project. Consequently, the following is required and must be considered in responding to this RFP:

- National Environmental Policy Act (NEPA) environmental clearance
- Full conformance to the Uniform Relocation, Assistance and Real Property Acquisition Policies Act of 1970 (i.e., the "Uniform Act") for all right of way acquisition procedures, and preparation of a Right of Way Certification
- Federal Highway Administration (FHWA) Buy America compliance
- Inclusion of FHWA Form 1273 in the contract documents and the Agreement along with Mandatory Federal Language described in Exhibit 12-G of the Local Assistance Procedures Manual (LAPM)
- Plans, Specifications, and Estimate (PS&E) pursuant to Chapter 12 of the LAPM
- Construction Engineering (CE)/Contract Administration in conformance with Chapter 16 of the LAPM

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3.0 CALENDAR OF EVENTS

3.1 A calendar of events related to this solicitation is presented below:

Release RFP	December 4, 2025
Deadline for Written Questions	January 8, 2026
Posted Response to Written Questions	January 15, 2026
Proposal Package Submittal Deadline	January 22, 2026
Notification of Selection (Approximate)	March 2026
Estimated AGREEMENT Date	April 2026

3.2 Prospective CONTRACTORS who received notification of this solicitation by means other than through a COUNTY of Monterey mailing, shall contact the person designated in Section 4.0 COUNTY POINT OF CONTACT herein to request to be added to the mailing list. Inclusion on the mailing list is the only way to ensure timely notification of any addenda and/or information that may be issued prior to the solicitation submittal date. It is the contractors' sole responsibility to ensure that they receive any and all addenda for this RFP by either informing the COUNTY of their mailing information or by regularly checking the COUNTY's Solicitation Center web page at:

https://www.countyofmonterey.gov/government/departments-a-h/administrative-office/contracts-purchasing/solicitation-center

3.3 Addenda will be posted on the website the day they are released.

4.0 COUNTY POINT OF CONTACT

4.1 Questions and correspondence regarding this solicitation shall be directed to:

Kyle Oyama, Project Manager III
County of Monterey
Department of Public Works, Facilities and Parks
1441 Schilling Place South, 2nd Floor
Salinas, CA 93901-4527
Phone: (831) 755-5090
Email: oyamak@countyofmonterey.gov

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4.2 Questions regarding this solicitation shall be submitted in writing (e-mail is acceptable and preferable). Answers to questions received will be issued via an Addendum to this RFP and posted on the COUNTY's Solicitation Center website.

4.3 The deadline for submitting written questions regarding this solicitation is indicated in Section 3.0 CALENDAR OF EVENTS herein. Questions submitted after the deadline will not be answered.

4.4 Prospective CONTRACTORS shall not contact COUNTY officers or employees with questions or suggestions regarding this solicitation except through the designated contact listed above. Any unauthorized contact may be considered undue pressure and cause for disqualification of the CONTRACTOR.

5.0 SCOPE OF WORK

5.1 CONTRACTOR Minimum Work Performance Percentage: CONTRACTOR shall perform not less than fifty percent (50%) of the original total Agreement price with its own personnel.

5.2 Specialized Design Issues: The Project requires a diversity of expertise and the ability to deal with several specialized design issues. Of particular interest to the COUNTY are the qualifications and experience of the individual(s) who will be directly involved in the Project, specifically as they relate to the Caltrans Federal Highway Bridge Program (HBP)

5.3 A sample Scope of Work is provided in Appendix II.

5.4 CONTRACTOR shall advocate for the COUNTY and ensure the product produced is in the best interest of the COUNTY. CONTRACTOR shall deliver products on or ahead of schedule and within proposed budget.

5.5 All work shall be performed in conformance with all applicable COUNTY, State, and Federal laws, including but not limited to COUNTY Standards, Caltrans Standard Plans and Specifications, Manual on Uniform Traffic Control Devices, and ADA, as may be revised and amended from time to time.

6.0 REQUIRED CONTENT/PROPOSAL FORMAT

Content and Layout: CONTRACTOR'S proposal shall be organized per the listing below, and provide the information requested as applicable to the proposed services. The proposal shall include, at a minimum, the following information in the format indicated. Each attachment must be clearly labeled in the upper right corner: RFP No. 10964 Attachment "X":

6.1 **Cover Letter:** Proposal package shall be accompanied by a cover letter not exceeding two (2) pages providing firm and contact information.

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6.2 **Signed Signature Page (Attachment A):** Proposals shall be submitted with the completed signature page provided in Appendix III of this RFP. Signatures shall be manual and in BLUE INK. Notations must be typed or written in BLUE ink. Errors may be crossed out and corrections printed in ink or typed adjacent to said correction and must be initialed in BLUE ink by the person signing the proposal package.

6.3 **Signed Addenda (Attachment B):** Include all addenda released for this solicitation. Proposals submitted without signed addenda shall be deemed non-responsive. Signatures shall be manual and in BLUE INK. Prices and notations must be typed or written in BLUE INK. Errors may be crossed out and corrections printed in ink or typed adjacent to said correction and must be initialed in BLUE INK by the person signing the proposal package.

6.4 **Qualifications and Experience (Attachment C, D, E, F)**

6.4.1 General Firm Information (Attachment C): Provide general information about your firm which, at minimum, includes the information listed below and following the outline provided below:

6.4.1.1 Firm Name and Address, Year Established: Provide the year the firm (or branch office, if appropriate) was established under current name.

6.4.1.2 Data Universal Numbering System (DUNS) Number: Insert the Data Universal Numbering System (DUNS) number issued by Dun and Bradstreet Information Services. Firms must have a DUNS number.

6.4.1.3 Ownership Type: Enter the type of ownership or legal structure of the firm (sole proprietor, partnership, corporation, limited liability corporation, joint venture, etc.).

6.4.1.4 Point of Contact: Provide the point of contact information for a representative of the firm that COUNTY can contact for additional information. Representative shall be authorized to speak on behalf of the firm regarding contractual and policy matters.

6.4.1.5 Former Firm Name(s): Indicate any previous names for the firm (or branch office) during the last five (5) years. Indicate the year the firm name change or changes was/were effective and the associated DUNS number. This information is used to review past performance on Federal contracts.

6.4.1.6 Employee by Discipline: Specify all staff members anticipated to work on the Project, including their job titles, their area of specialty, role/responsibility and licenses and/or certifications they hold.

6.4.1.7 Litigation History: Provide a description of litigation to which your firm has been a party to in the past five (5) years. Please include the following details:

- Name of case/court case number
- Date filed
- Court in which case was filed
- Judgment or result

6.4.2 Organizational Chart of Proposed Project Team: (Attachment D): Provide an organizational chart illustrating CONTRACTOR's Project team. The chart shall show

Docusign Envelope ID: 45808F69-9ED4-43BB-B43B-DBB96E216DF7

the names and roles of all key personnel and the firm they are associated with if they are a subcontractor. The chart shall provide a clear picture of the working relationship between all key personnel on the proposed team.

6.4.3 Resume(s) of Key Personnel for this Contract: (Attachment E): Provide resume(s) for each key person on the Project team. The COUNTY will check each proposed team member's relevant technical expertise listed in the Scope of Work. The COUNTY will also check that key personnel have the appropriate licenses, registrations, and certifications to support design of tasks listed in the sample Scope of Work (Appendix II). Indicate whether some or all team members have previously worked together on similar projects.

6.4.4 Project Experience and References: (Attachment F):

6.4.4.1 References: CONTRACTOR shall describe at least three (3) projects for which it provided services similar to the services being solicited herein. For each project, the following shall be provided:

- Project Name
- Brief Project Description

6.4.4.2 Include information about scope, schedule, and record of performance. The description shall discuss the entire project delivery team, i.e. subcontractors and their respective roles. Include any relevant experience with Caltrans LAPM, LAPG, FHWA and ADA. information should discuss the type of CEQA/NEPA document to be prepared for the project as well as the regulatory permits obtained. At a minimum, each project shall include the following:

- Client name
- Client contact information
- Include telephone number and e-mail address of the client's project manager.
- Size of project
- Name of general contractor on project
- Specify the specialty area

6.5 **Organization and Approach (Attachment G)**

6.5.1 Project Management Approach (one [1] page Limit): Provide a description of the approach and the steps and methods used to ensure Project will be constructed per the approved plans and specifications. Include methods or steps used to minimize Project change orders and claims.

6.6 **Scope of Service to be Provided (Attachment H)**

6.6.1 Cost Management Approach (one [1] page Limit): Provide a cost management approach. Describe your firm's value engineering methodology.

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6.7 **Schedule of Work (Attachment I)**

6.7.1 Schedule Management Approach (one [1] page Limit): Provide a schedule showing Project tasks, milestones, and task durations and dependencies. To assess duration and resources, Project planning and scheduling of tasks should be done using conventional project management software (e.g., Microsoft Project) and presented in Gantt chart format.

6.8 **Fee Schedule: (Attachment J):**

6.8.1 The method of payment for the Agreement is by "Cost-Plus-Fixed-Fee" with some prevailing wage work for non-professional work. A sample cost proposal is provided in Appendix IV.

6.8.2 CONTRACTOR shall complete Attachment J, Fee Schedule and submit it with its proposal package. Fees may be negotiated after the tentative award announcement is made for this solicitation. If fee negotiations with CONTRACTOR determined to be most qualified are not successful, and/or the fees discussed are outside the budgetary constraints for the Project, COUNTY reserves the right to suspend negotiations with the most qualified firm, and proceed to second most qualified firm, and so on.

6.8.3 CONTRACTOR'S fee estimate shall be provided in a separate sealed envelope. Selection of CONTRACTOR shall be based on qualifications per the Selection Criteria listed in Section 9.0 of this RFP.

6.9 **Exceptions Submittal (Attachment K, if applicable)**

Submit any exceptions to this solicitation on separate pages, and clearly identify at the top of each page, "Exception to County of Monterey RFP No. 10964." Each exception shall reference the page number and section number, as appropriate. CONTRACTOR shall note that the submittal of an exception does not obligate COUNTY to revise the terms of the RFP or Agreement.

6.10 **Appendix:**

CONTRACTOR may provide any additional information that it believes to be applicable to this proposal package. Include such information in an Appendix section.

7.0 SUBMITTAL INSTRUCTIONS/CONDITIONS

7.1 **Submittal Identification Requirements:** Proposals submitted in response to this RFP shall be sealed and bear on the outside, prominently displayed in the lower left corner, the CONTRACTOR's company name. CONTRACTOR shall include one (1) original hard copy,

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two (2) hard copies, and one (1) CD or Thumb Drive with pdf files of submittal materials; and one (1) original Attachment J, Fee Schedule, in a separate sealed envelope.

7.2 **Mailing Address:** Proposals shall be delivered to or mailed to the COUNTY at the mailing address indicated on RFP No. 10964 Front Cover page to the attention of the COUNTY Point of Contact (Section 4.0 of this RFP).

7.3 **Due Date:** Proposal packages must be received by the COUNTY on or before the time and date specified in the RFP. It is the sole responsibility of the CONTRACTOR to ensure that the proposal package is received at or before the specified time. Postmarks and facsimiles are not acceptable. Proposal packages received after the deadline shall be rejected and returned unopened.

7.4 **Shipping Costs:** Unless stated otherwise, the Free on Board (FOB) for receivables shall be destination. Charges for transportation, containers, packaging, and other related shipping costs shall be borne by the sender.

7.5 **Acceptance:** Proposals are subject to acceptance at any time within ninety (90) days after opening. The COUNTY reserves the right to reject any and all proposal packages, or part of any proposal package, to postpone the scheduled deadline date(s), to make an award in its own best interest, and to waive any informalities or technicalities that do not significantly affect or alter the substance of an otherwise responsible proposal package and that would not affect a CONTRACTOR's ability to perform the work adequately as specified.

7.6 **Ownership:** All submittals in response to this solicitation become the property of the COUNTY.

7.7 **Compliance:** Proposal packages that do not follow the format, content and submittal requirements as described herein, or fail to provide the required documentation, may receive lower evaluation scores, or be deemed non-responsive.

8.0 SELECTION CRITERIA

8.1 **Introduction:** The selection of CONTRACTOR and subsequent Agreement award will be based on the criteria contained in this RFP, as demonstrated in the submitted proposal package. CONTRACTOR shall submit information sufficient for the COUNTY to easily evaluate proposals with respect to the selection criteria. The absence of required information may cause the proposal to be deemed non-responsive and may be cause for rejection.

8.2 **Evaluation Process**: Proposals will be evaluated by a COUNTY Selection Committee (Committee). The Committee may be composed of COUNTY staff and other parties that may have expertise or experience in the services described herein. The Committee will review the submittals and rank the proposers. The evaluation of the proposals shall be within the sole judgment and discretion of the Committee. All contacts during the evaluation phase shall be through the COUNTY Point of Contract only. Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by a Proposer to contact members of the Committee may jeopardize the integrity of the evaluation and selection process and risk possible disqualification of the Proposer.

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The Committee will evaluate each proposal meeting the qualification requirements set forth in this RFP. Proposers should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments may be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of COUNTY requirements as set forth in this RFP. Unopened cost proposals will be returned at the conclusion of procurement process. Upon acceptance of a cost proposal and successful contract negotiations, staff will recommend a contract be awarded.

8.3 **Evaluation Criteria:** Proposals will be evaluated according to the rating scale presented in Table 8.1 below. Evaluation Criterion will be scored on a zero-to-five-point rating. Evaluation criteria scores will then be multiplied according to their assigned weight to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project is five hundred (500) points.

Table 8.1. Proposal Rating Scale

Score	Rating	Rating Description
0	Not Acceptable	Non-responsive, fails to meet RFP specifications. The approach has no probability of success. For mandatory requirement this score will result in disqualification of proposal.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving project objectives per RFP.
2	Fair	Has a reasonable probability of success, however, some objectives may not be met.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on interpretation of proposal by Evaluation Committee members.
4	Above Average/ Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFP requirements and expectations.
5	Excellent/ Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFP specification.

8.4 **Completeness of Response (Pass/Fail):** Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration. Responses that are rated a Fail and are not considered may be picked up at the delivery location within 14 calendar days of contract award and/or the completion of the competitive process.

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8.5 **Qualifications & Experience (25 points):** Relevant experience, specific qualifications, and technical expertise of the firm and sub-consultants to conduct traffic engineering services on both federal and nonfederal-aid projects.

8.6 **Organization & Approach (25 points)**

8.6.1 Describes familiarity with Project and demonstrates understanding of work completed to date and Project objectives moving forward.

8.6.2 Roles and Organization of Proposed Team

- Proposes adequate and appropriate disciplines of Project team.
- Some or all of team members have previously worked together on similar project(s).
- Overall organization of the team is relevant to COUNTY needs.

8.6.3 Project and Management Approach

- Team is managed by an individual with appropriate experience in similar projects. This person's time is appropriately committed to the Project.
- Team successfully addresses Site Planning and Programming efforts.
- Project team and management approach responds to Project issues. Team structure provides adequate capability to perform both volume and quality of needed work within Project schedule milestones.

8.6.4 Roles of Key Individuals on the Project Team

- Proposed team members, as demonstrated by enclosed resumes, have relevant experience for their role in the Project.
- Key positions required to execute the Project team's responsibilities are appropriately staffed.

8.6.5 Working Relationship with COUNTY

- Team and its leaders have experience working in the public sector and knowledge of public sector procurement process.
- Team leadership understands the nature of public sector work and its decision-making process.
- Proposal responds to need to assist COUNTY during the Project.

8.7 **Scope of Services to be Provided (20 points)**

8.7.1 Detailed Scope of Services to be provided

- Proposed scope of services is suitable for all phases of the work.
- Scope addresses all known Project needs and appears achievable in the timeframes set forth in the Project schedule.
- A sample scope of work is provided in Appendix II,

8.7.2 Project Deliverables

- Deliverables are appropriate to schedule and scope set forth in above requirements.

8.7.3 Cost Control and Budgeting Methodology

- Proposer has a system or process for managing cost and budget.
- Evidence of successful budget management for a similar project.

8.8 **Schedule of Work (15 points)**

8.8.1 Schedule shows completion of the work within or preferably prior to the COUNTY overall time limits as specified in Appendix V.

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8.8.2 The schedule serves as a Project timeline, stating all major milestones and required submittals for project management and Federal-Aid compliance.

8.8.3 The schedule addresses all knowable phases of the Project, in accordance with the general requirements of this RFP.

8.9 **Conflict of Interest Statement (Pass/Fail)**

8.9.1 Discloses any financial, business or other relationship with the COUNTY that may have an impact upon the outcome of the contract or the construction project.

8.9.2 Lists current clients who may have a financial interest in the outcome of this contract or the construction project that will follow.

8.9.3 Discloses any financial interest or relationship with any construction company that might submit a bid on the construction project.

8.10 **Local Presence (5 points):** A statement addressing firm's presence within the COUNTY or surrounding area.

8.11 **References (10 points):** Provide as reference the name of at least three (3) agencies you currently or have previously consulted for in the past three (3) years.

8.12 **Weighted Scoring:** Weighted scores for each Proposal will be assigned utilizing Table 8.3 below.

Table 8.3. Weighted Score Calculation

No.	Evaluation Criteria	Rating (0-5)	Weight	Score (=Rating*Weight)
1	Completeness of Response	N/A	Pass/Fail	Pass/Fail
2	Qualifications & Experience		25	
3	Organization & Approach		25	
4	Scope of Services to be Provided		20	
5	Schedule of Work		15	
6	Conflict of Interest Statement	N/A	Pass/Fail	Pass/Fail
7	Local Presence		5	
8	References		10	
Total:			100	

9.0 CONTRACT AWARD

9.1 No Guaranteed Value: COUNTY does not guarantee a minimum or maximum dollar value for any Agreement resulting from this solicitation.

9.2 Board of Supervisors: The award made from this solicitation is subject to approval by the COUNTY of Monterey Board of Supervisors.

9.3 Incurred Costs: COUNTY is not liable for any cost incurred by CONTRACTOR responding to this solicitation.

Docusign Envelope ID: 45808F69-9ED4-43BB-B43B-DBB96E216DF7

9.4 Notification: CONTRACTORS who have submitted a proposal package will be notified of the final decision and ranking of proposers as soon as determined by COUNTY.

9.5 In Best Interest: The award resulting from this solicitation will be made to the CONTRACTOR that submits a response that, in the sole opinion of COUNTY, best serves the overall interest of COUNTY.

10.0 SEQUENTIAL CONTRACT NEGOTIATION

10.1 COUNTY will pursue Agreement negotiations with CONTRACTOR who submits the best proposal or is deemed the most qualified in the sole opinion of COUNTY, and which is in accordance with the criteria as described within this solicitation. If the Agreement negotiations are unsuccessful, in the opinion of either COUNTY or CONTRACTOR, COUNTY may pursue Agreement negotiations with the entity that submitted a proposal which COUNTY deems to be the next best qualified to provide the services, or COUNTY may issue a new solicitation or take any other action which it deems to be in its best interest.

11.0 AGREEMENT TERMS AND CONDITIONS

11.1 CONTRACTOR selected through the solicitation process will be expected to execute a formal Agreement with COUNTY for the provision of the requested services. The Agreement shall be written by COUNTY in a standard format approved by the Office of the COUNTY Counsel, substantially similar to the "**PROFESSIONAL SERVICES AGREEMENT**" provided in Appendix VI. Submission of a signed proposal package and the **RFP SIGNATURE PAGE** will be interpreted to mean CONTRACTOR HAS AGREED TO ALL THE TERMS AND CONDITIONS set forth in the pages of this solicitation and the standard provisions included in the Agreement.

11.2 The term of the Agreement will be for a period of three (3) years with the option to extend the Agreement for two (2) additional one (1) year periods.

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

11.4 If this RFP includes options for renewal or extensions, CONTRACTOR must commence negotiations for rate changes a minimum of ninety (90) days prior to the expiration of the Agreement. Both parties shall agree upon rate extensions or changes in writing. The COUNTY does not have to give a reason if it elects not to extend or renew the Agreement

12.0 COLLUSION

12.1 CONTRACTOR shall not conspire, attempt to conspire, or commit any other act of collusion with any other interested party for the purpose of secretly, or otherwise, establishing an understanding regarding rates or conditions to the solicitation that would bring about any unfair conditions.

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13.0 RIGHTS TO PERTINENT MATERIALS

13.1 All responses, inquiries, and correspondence related to this solicitation and all reports, charts, displays, schedules, exhibits, and other documentation produced by the CONTRACTOR that are submitted as part of the submittal will become the property of the COUNTY when received by the COUNTY and may be considered public information under applicable law. Any proprietary information in the submittal must be identified as such and marked "CONFIDENTIAL INFORMATION" or "PROPRIETARY INFORMATION". The COUNTY will not disclose proprietary information to the public, unless required by law; however, the COUNTY cannot guarantee that such information will be held confidential.

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APPENDIX I: FINAL STRATEGY REPORT ADDENDUM

Docusign Envelope ID: 45808F69-9ED4-43BB-B43B-DBB96E216DF7

MONTEREY COUNTY SEISMIC RETROFIT

ADDENDUM TO
1998 FINAL STRATEGY REPORT

FOR

BORONDA ROAD BRIDGE
OVER CARMEL RIVER

BR. NO. 507 (44C-99)

05-MON-COUNTY ROAD

DOKKEN ENGINEERING
110 Blue Ravine Rd
Folsom, CA 95630

October 2024

Docusign Envelope ID: 45808F69-9ED4-43BB-B43B-DBB96E216DF7

DOKKEN ENGINEERING

This document is an addendum to the Final Strategy Report issued in January 1998 for Boronda Road Bridge over Carmel River located in Monterey County.

Background

A Seismic Retrofit Strategy Meeting was held with Caltrans on December 3, 1997, where Caltrans approved allowing the County to retrofit or replace the existing bridge. Meeting minutes for this meeting were included in the 1998 Final Strategy Report, both found in Appendix C.

As the County moved forward with the project, significant public opposition arose to replacing the bridge. Subsequently, the project was put on hold.

In April 2024, the County and Dokken Engineering (Dokken) met with Caltrans to discuss the previously prepared report and steps needed to move the project forward. Caltrans agreed to accept the previously prepared report and requested the cost comparison between the seismic retrofit and bridge replacement be updated. Meeting minutes from this meeting are included in Appendix B.

Existing Bridge

The existing superstructure was constructed in 1946 and is a 162’ long, four span steel structure. The bridge is approximately 12.5’ wide consisting of one 9’ wide travel lane and 1.75’ wide curbs on each side of the lane. The existing bridge width and railing do not meet current standards. The narrow width of the bridge does not safely permit pedestrian and vehicle access simultaneously, resulting in vehicles waiting for pedestrians to cross the bridge before traversing. Additionally, the narrow bridge width limits emergency vehicle access while local resident evacuate during an emergency. The area is susceptible to wildfires as well as flooding during the 100-year event. Previous studies indicate the existing bridge would not pass the 100 year storm event.

This bridge is the only bridge across the Carmel River for local residents. In 1998, the bridge was found to be structurally deficient for seismic loading. In addition, the latest bridge inspection report dated May 2, 2023, noted surface rust on the girders and floor beams and recommends the steel superstructure to be cleaned and repainted. Due to the age of the bridge, lead is anticipated and should be given special attention. The County and Dokken visited the site on August 2024. During this site visit, undermining of the pier footings was observed. A previous scour mitigation project, at an unknown date, added concrete skirts at the base of the piers (see Appendix D, Photos 6 and 9). Narrow abutment seats were also observed (Photo 10), which do not meet current Caltrans Seismic Design Criteria support length requirements.

Seismic Retrofit

The 1998 proposed retrofit strategy is to place 36” diameter CISS piles on each side of each pier, connecting them with a concrete cap. Additionally, anchor bolts at the piers would need to be replaced and supplementary anchor bolts are required at the abutments. It is recommended to increase the concrete cap dimensions from the 1998 retrofit strategy to satisfy the latest Seismic Design Criteria bent cap dimensions and pile reinforcement anchorage requirements. The rehabilitation would also require the bridge to be painted. The cost for this retrofit alternative is estimated at $2.0M (see Appendix A). This alternative would improve the bridge performance under seismic loads but would not address other safety and geometric deficiency concerns.

Replacement

The proposed alternative to replace the existing structure is a 157’-0” long, two span, cast-in-place prestressed concrete box girder structure. The bridge width would be 30’, allowing for two 11’ wide lanes, two 2’ wide shoulders and 2’ wide concrete barriers on each side. The bridge would be supported on seat type abutments and two 48” diameter CISS piles at the pier. The replacement strategy is estimated at $2.6M (see Appendix A). This alternative addresses flooding and other safety concerns.

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DOKKEN ENGINEERING

Summary

The proposed replacement alternative would cost approximately $544,000 (26%) more than the retrofit. Cost estimates include 10% for mobilization and 25% for contingency.

The bridge retrofit would not address noted existing bridge deficiencies, including the narrow one-lane bridge width and substandard hydraulic conveyance. The 78 year old bridge is also past its design life. The County requests the bridge be replaced in lieu of retrofit.

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APPENDIX A

ADVANCED PLANNING STUDY PLANS & ESTIMATES

Docusign Envelope ID: 45808F69-9ED4-43BB-B43B-DBB96E216DF7

DATE OF ESTIMATE	=	OCTOBER 3, 2024
STRUCTURE DEPTH	=	3'-2"
LENGTH	=	157'-0"
WIDTH	=	30'-0"
TOTAL COST INCLUDING 10% mobilization & 25% CONTINGENCY	=	$2,612,000

LEGEND:

---- EXISTING STRUCTURE

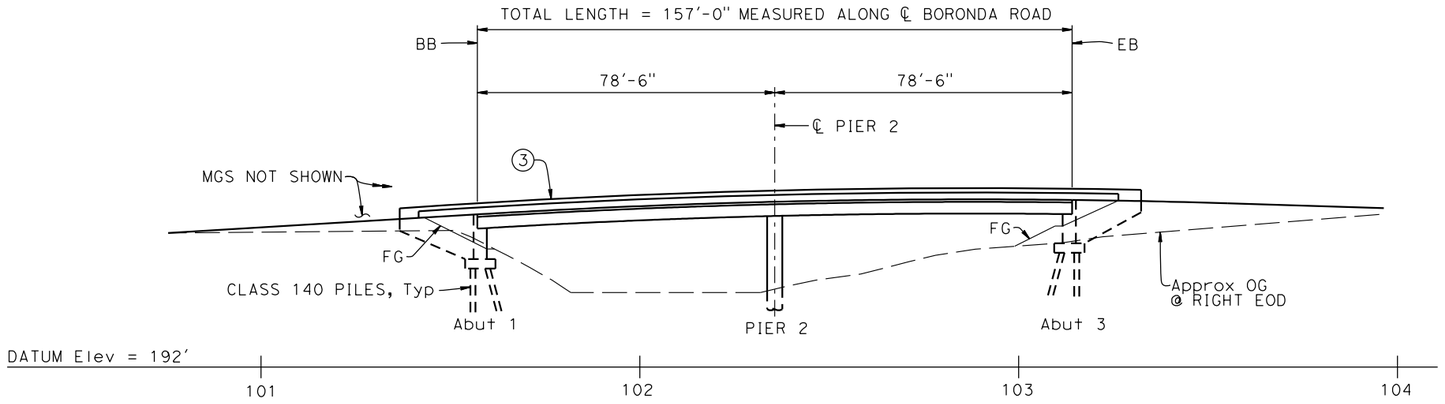
—X— EXISTING FENCE

① REMOVE EXISTING BRIDGE No. 44C0099

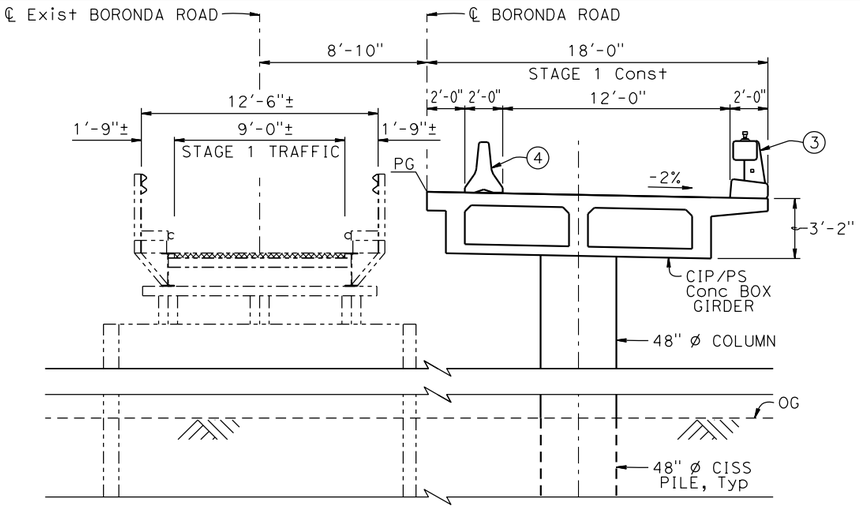
② MGS

③ CONCRETE BARRIER TYPE 85

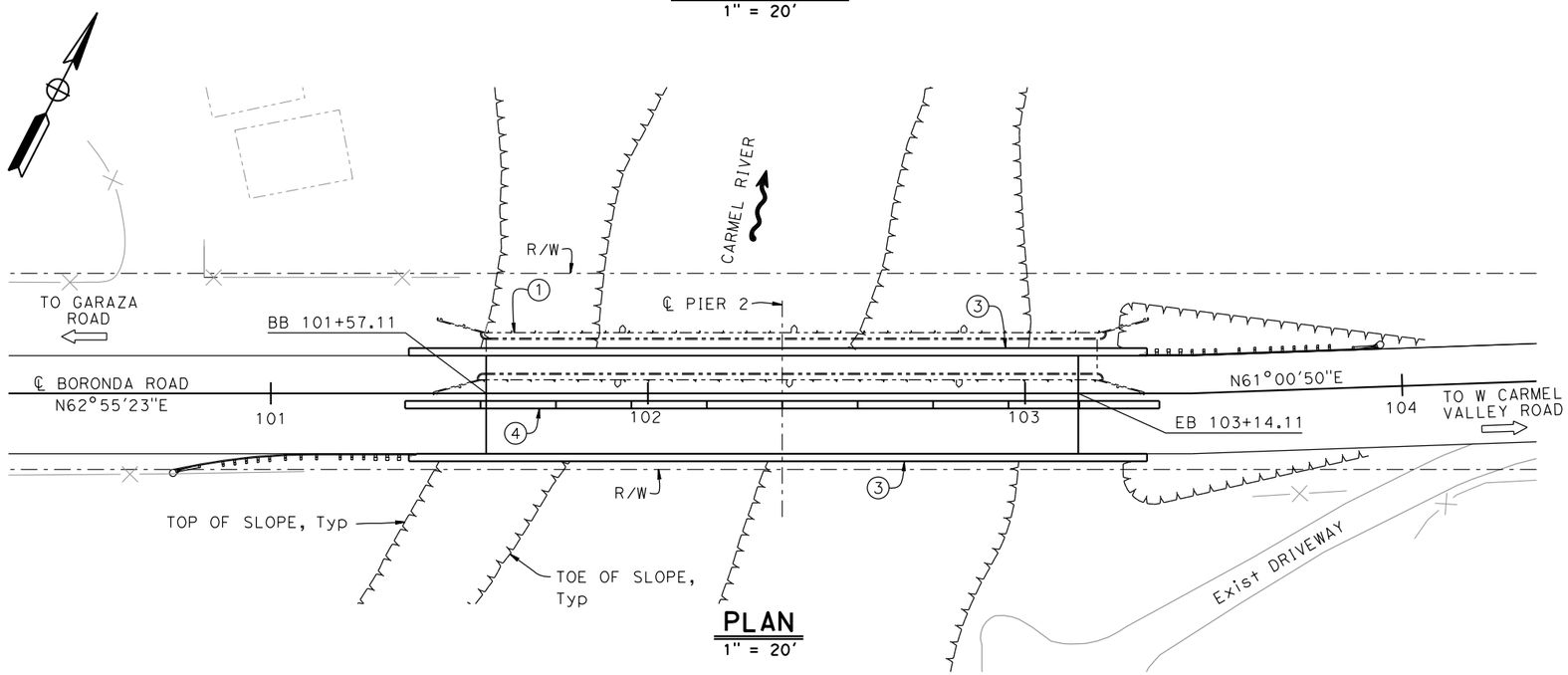
④ TEMPORARY BARRIER SYSTEM



ELEVATION
1" = 20'



TYPICAL SECTION - STAGE 1
¼" = 1'-0"



PLAN
1" = 20'

TYPICAL SECTION - STAGE 2
¼" = 1'-0"

Submitted by _____ Date _____

DESIGN BY N. ORTIZOGA	CHKD BY
DRAWN BY E. FAZEL	CHKD BY
SPECIFICATIONS WRITTEN BY	CHKD BY

Approval Recommended by _____ Deputy Public Works Director, Engineering

REGISTERED PROFESSIONAL ENGINEER
T. OSTERKAMP
No. C46783
Exp. 6-30-25
CIVIL
STATE OF CALIFORNIA

DOKKEN ENGINEERING
3054 Gold Canal Drive
Rancho Cordova, CA 95670
(916)858-0642

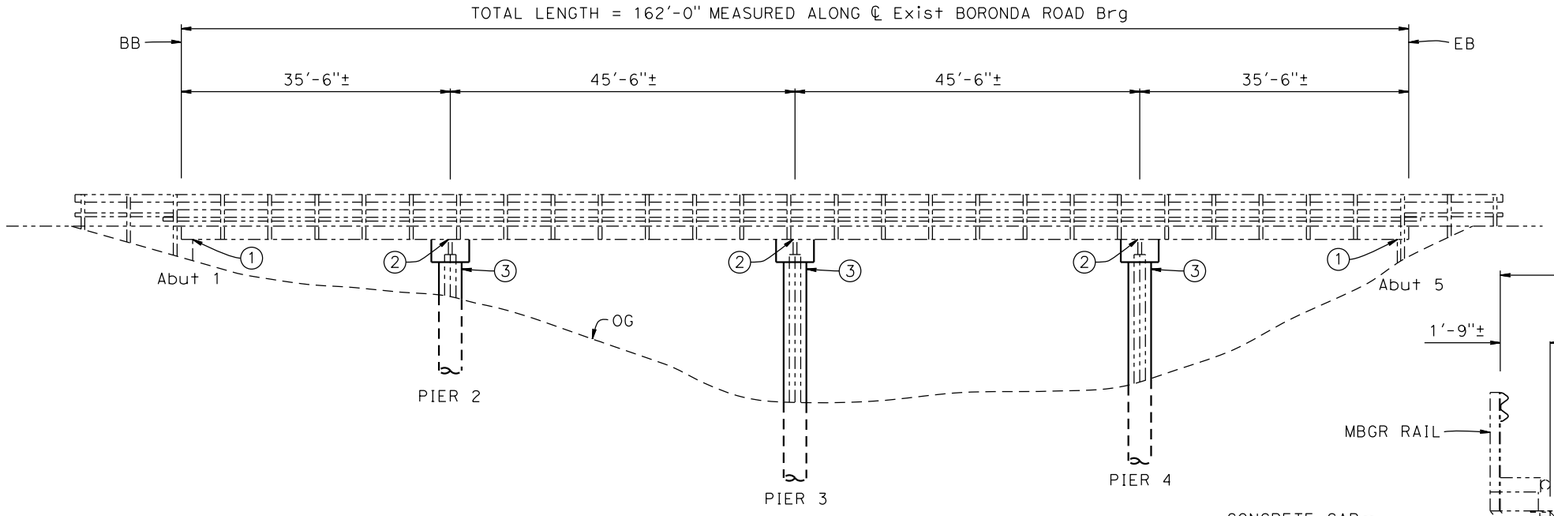
MONTEREY COUNTY PUBLIC WORKS
BRIDGE DESIGN
312 EAST ALISAL STREET
SALINAS, CALIFORNIA 93901
(408) 755-4800/FAX 755-4958

ADVANCED PLANNING STUDY

BORONDA ROAD BRIDGE
BRIDGE REPLACEMENT

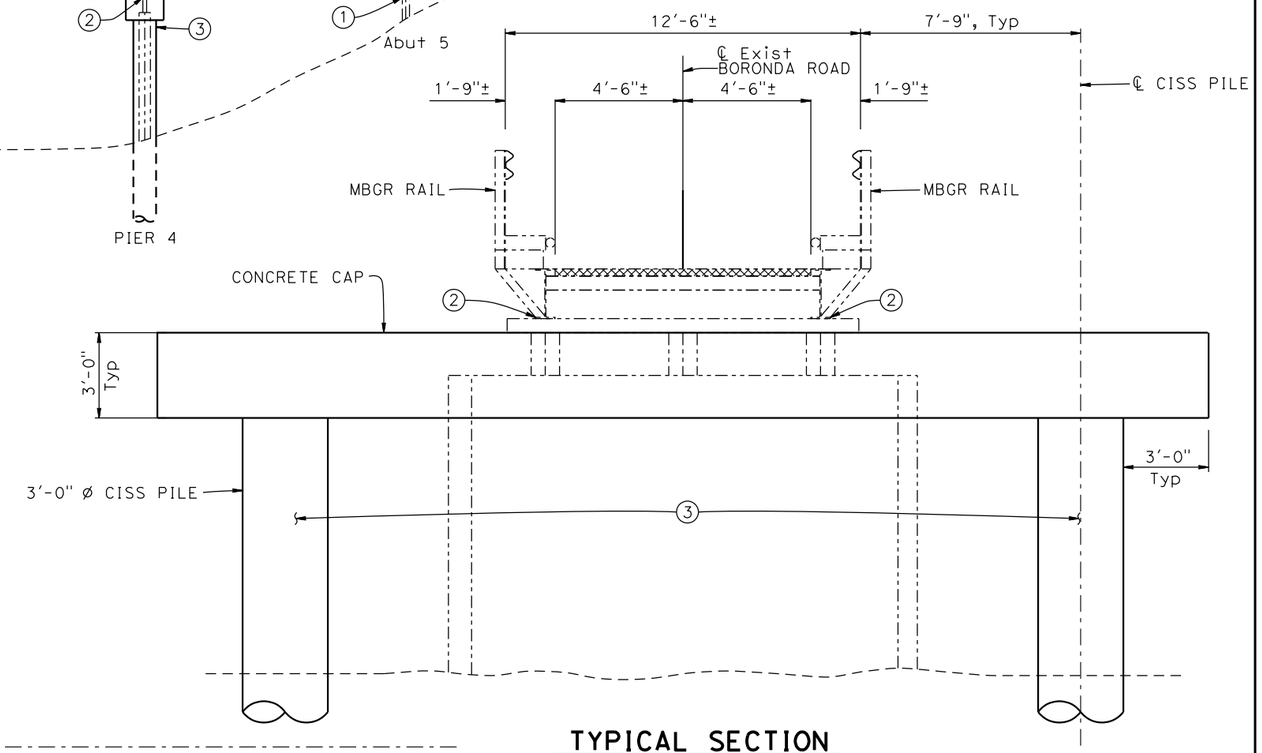
DATE	DWG. NO.		SHEET
SCALE	CONTRACT NO. 98010		1023

Docusign Envelope ID: 45808F69-9ED4-43BB-B43B-DBB96E216DF7

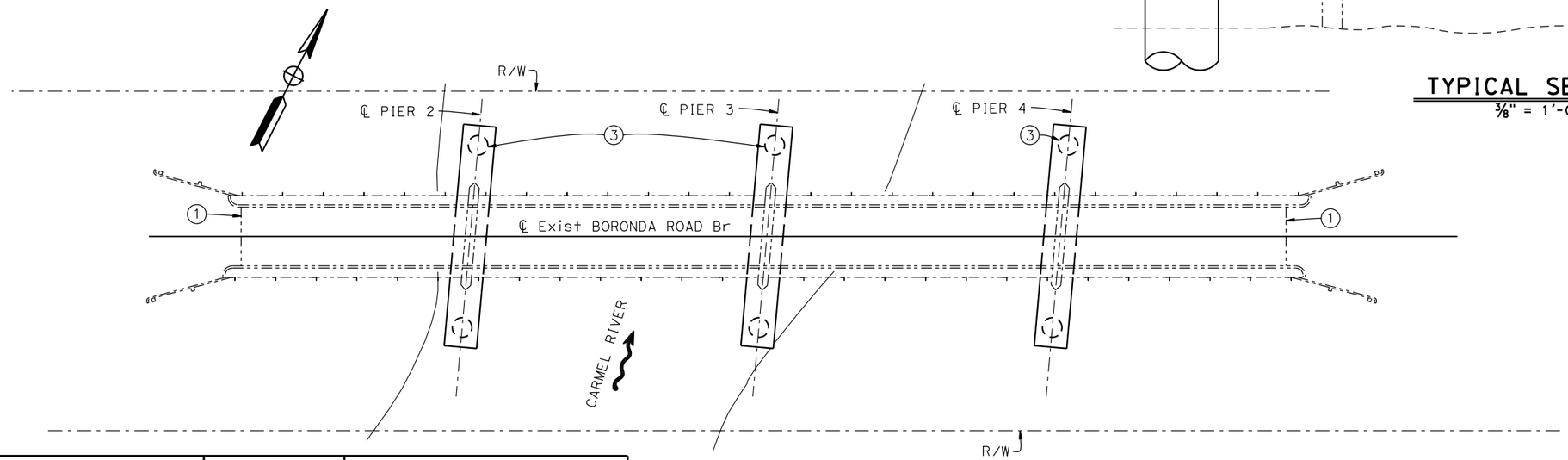


ELEVATION
1" = 10'

DATE OF ESTIMATE	=	OCTOBER 3, 2024
STRUCTURE DEPTH	=	1'-9" ±
LENGTH	=	162'-0" ±
WIDTH	=	12'-8½" ±
TOTAL COST INCLUDING 10% mobilization & 25% CONTINGENCY	=	$2,068,000



TYPICAL SECTION
⅜" = 1'-0"



PLAN
1" = 10'

LEGEND:
- EXISTING STRUCTURE
- (1) ABUTMENT BEARING RETROFIT
- (2) PIER BEARING RETROFIT
- (3) PIER RETROFIT

Submitted by _____ Date _____

DESIGN BY N. ORTIZOGA CHKD BY _____
DRAWN BY E. FAZEL CHKD BY _____
SPECIFICATIONS WRITTEN BY _____ CHKD BY _____

Approval Recommended by _____
Deputy Public Works Director, Engineering

REGISTERED PROFESSIONAL ENGINEER
T. OSTERKAMP
No. C46783
Exp. 6-30-25
CIVIL
STATE OF CALIFORNIA

DOKKEN ENGINEERING
3054 Gold Canal Drive
Rancho Cordova, CA 95670 (916)858-0642

MONTEREY COUNTY PUBLIC WORKS
BRIDGE DESIGN
312 EAST ALISAL STREET
SALINAS, CALIFORNIA 93901
(408) 755-4800/FAX 755-4958

ADVANCED PLANNING STUDY

BORONDA ROAD BRIDGE
SEISMIC RETROFIT

DATE	DWG. NO.		SHEET
SCALE	CONTRACT NO. 98010		1024

Docusign Envelope ID: 45808F69-9ED4-43BB-B43B-DBB96E216DF7

[ ] GENERAL PLAN ESTIMATE [X] ADVANCE PLANNING ESTIMATE

RCVD BY: **IN EST:** **OUT EST:**

BRIDGE: Boranda Road Bridge Over Carmel River **BR. No.:** TBD **DISTRICT:** 05
TYPE: Cast-in-Place Prestressed Concrete Box Girder **RTE:**
CU: **CO:** MON
EA: **PM:**

LENGTH: 157.00 **WIDTH:** 30.00 **AREA (SF)=** 4,710

DESIGN SECTION: Dokken
 # OF STRUCTURES IN PROJECT : **EST. NO.**
PRICES BY : N. Ortigoza **COST INDEX:**
PRICES CHECKED BY : T. Osterkamp **DATE:** 10/8/2024
QUANTITIES BY: N. Ortigoza **DATE:** 10/8/2024

	CONTRACT ITEMS		UNIT	QUANTITY	PRICE	AMOUNT
120320	TEMPORARY BARRIER SYSTEM		LF	220	$ 120.00	$ 26,400.00
192003	STRUCTURE EXCAVATION (BRIDGE)	F	CY	171	$ 270.00	$ 46,040.00
193003	STRUCTURE BACKFILL (BRIDGE)	F	CY	169	$ 245.00	$ 41,523.00
048258	FURNISH PILING (CLASS 140, ALTERNATIVE W)		LF	1600	$ 80.00	$ 128,000.00
048259	DRIVE PILE (CLASS 140, ALTERNATIVE W)		EA	32	$ 2,000.00	$ 64,000.00
495149	FURNISH 48" CAST-IN-STEEL SHELL CONCRETE PILING		LF	110	$ 1,800.00	$ 198,000.00
495150	DRIVE 48" CAST-IN-STEEL SHELL CONCRETE PILE		EA	2	$ 70,000.00	$ 140,000.00
500001	PRESTRESSING CAST-IN-PLACE CONCRETE		LS	1	$ 49,000.00	$ 49,000.00
510051	STRUCTURAL CONCRETE, BRIDGE FOOTING	F	CY	48	$ 1,300.00	$ 62,400.00
510053	STRUCTURAL CONCRETE, BRIDGE	F	CY	259	$ 1,600.00	$ 414,400.00
510054	STRUCTURAL CONCRETE, BRIDGE (POLYMER FIBER)	F	CY	133	$ 1,700.00	$ 226,100.00
519100	JOINT SEAL (MR 2")		LF	80	$ 110.00	$ 8,745.00
520102	BAR REINFORCING STEEL (BRIDGE)	F	LB	74000	$ 2.40	$ 177,600.00
600097	BRIDGE REMOVAL		LS	1	$ 83,000.00	$ 83,000.00
XXXXX	ROCK SLOPE PROTECTION		CY	100	$ 170.00	$ 17,000.00
729011	ROCK SLOPE PROTECTION FABRIC (CLASS 8)		SQYD	100	$ 65.00	$ 6,500.00
839639A	CONCRETE BARRIER TYPE 85	F	LF	422	$ 500.00	$ 211,000.00
						$ -
						$ -

SUBTOTAL		$ 1,899,708.00
MOBILIZATION (@ 10 %)		$189,971
SUBTOTAL BRIDGE ITEMS		$2,089,679
CONTINGENCIES	(@ 25%)	$522,400
BRIDGE TOTAL COST		$2,612,079
COST PER SQ. FOOT		$555
GRAND TOTAL		$2,612,079
BUDGET ESTIMATE AS OF	10/8/24	**$2,612,000**

ROUTING

1. DES SECTION
2. OFFICE OF BRIDGE DESIGN - NORTH
3. OFFICE OF BRIDGE DESIGN - CENTRAL
4. OFFICE OF BRIDGE DESIGN - SOUTH
5. OFFICE OF BRIDGE DESIGN - WEST
6. OFFICE OF BRIDGE DESIGN SOUTHERN CALIFORNIA

NOTES:

Escalated Budget Estimate to Midpoint of Construction *

Escalation Rate per Year 4.89%

Years Beyond Midpoint	Escalated Budget Est.
1	$2,740,000
2	$2,874,000
3	$3,015,000

Years Beyond Midpoint	Escalated Budget Est.
4	$3,162,000
5	$3,317,000

* Escalated budget estimate is provided for information only, actual construction costs may vary. Escalated budget estimates provided do not replace Departmental policy to update cost estimates annually.

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[ ] GENERAL PLAN ESTIMATE [X] ADVANCE PLANNING ESTIMATE

RCVD BY:

IN EST:
OUT EST:

BRIDGE: Boranda Road Bridge Over Carmel River **BR. No.:** 44C0099 **DISTRICT:** 05
TYPE: Seismic Retrofit **RTE:**
CU: **CO:** MON
EA: **PM:**

LENGTH: 162.00 **WIDTH:** 12.70 **AREA (SF)=** 2,057

DESIGN SECTION: Dokken
 # OF STRUCTURES IN PROJECT : **EST. NO.**
PRICES BY : N. Ortigoza **COST INDEX:**
PRICES CHECKED BY : T. Osterkamp **DATE:** 10/8/2024
QUANTITIES BY: N. Ortigoza **DATE:** 10/8/2024

	CONTRACT ITEMS		UNIT	QUANTITY	PRICE	AMOUNT
495133	FURNISH 36" CAST-IN-STEEL SHELL CONCRETE PILING		LF	360	$ 850.00	$ 306,000.00
495134	DRIVE 36" CAST-IN-STEEL SHELL CONCRETE PILE		EA	6	$ 60,000.00	$ 360,000.00
510053	STRUCTURAL CONCRETE, BRIDGE	F	CY	62	$ 2,800.00	$ 173,600.00
511106	DRILL AND BOND DOWEL		LF	30	$ 250.00	$ 7,500.00
520102	BAR REINFORCING STEEL (BRIDGE)	F	LB	64749	$ 3.00	$ 194,247.00
590111	CLEANS AND PAINT STRUCTURAL STEEL (EXISTING BRIDGE)		LS	1	$ 450,000.00	$ 450,000.00
750501	MISCELLANEOUS METAL (BRIDGE)	F	LB	100	$ 125.00	$ 12,500.00
						$ -

SUBTOTAL		$	1,503,847.00
MOBILIZATION (@ 10 %)			$150,385
SUBTOTAL BRIDGE ITEMS		$	1,654,231.70
CONTINGENCIES	(@ 25%)		$413,600
BRIDGE TOTAL COST			$2,067,832
COST PER SQ. FOOT			$1,005
GRAND TOTAL			$2,067,832
BUDGET ESTIMATE AS OF	10/8/24		**$2,068,000**

ROUTING

1. DES SECTION
2. OFFICE OF BRIDGE DESIGN - NORTH
3. OFFICE OF BRIDGE DESIGN - CENTRAL
4. OFFICE OF BRIDGE DESIGN - SOUTH
5. OFFICE OF BRIDGE DESIGN - WEST
6. OFFICE OF BRIDGE DESIGN SOUTHERN CALIFORNIA

NOTES:

Escalated Budget Estimate to Midpoint of Construction *

Escalation Rate per Year 4.89%

Years Beyond Midpoint	Escalated Budget Est.
1	$2,169,000
2	$2,275,000
3	$2,386,000

Years Beyond Midpoint	Escalated Budget Est.
4	$2,503,000
5	$2,625,000

* Escalated budget estimate is provided for information only, actual construction costs may vary. Escalated budget estimates provided do not replace Departmental policy to update cost estimates annually.

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APPENDIX B

MEETING MINUTES
APRIL 29, 2024

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DOKKEN ENGINEERING

MONTEREY COUNTY SEISMIC RETROFIT
BORONDA ROAD BRIDGE OVER CARMEL RIVER
MEETING MINUTES

DATE/TIME Monday, April 29, 2024; 1:30 pm

LOCATION: Conference Call / Teams Meeting

FROM: Tim Osterkamp, PE

ATTENDEES:

Douglas Poochigian	County of Monterey
Erich Rauber	County of Monterey
Enrique Saavedra	County of Monterey
Tim Osterkamp	Dokken Engineering
Nancy Ortigoza	Dokken Engineering
Jeremy Wright	Caltrans, Local Assistance
Cori Marsalek	Caltrans, Local Assistance
Reinie Jones	Caltrans, Local Assistance
Diana Garrett	Caltrans, Local Assistance

TOPICS DISCUSSED:

The California Transportation Commission (CTC) does not consider the Boronda Road Bridge retrofit project complete since it was never closed out, and the bridge was neither retrofitted or replaced. Therefore, Monterey County is seeking to restart the project. The project was originally initiated using Proposition 1B funding. The proposed retrofit strategy in 1997 was to place CISS piles on each side of the existing pier, connecting them with a cap beam. The retrofit would be expensive, so replacement of the bridge was also being considered. A Seismic Retrofit Strategy Meeting was held on December 3, 1997 at Caltrans Office of Structures. Caltrans approved replacement of the bridge at this meeting. The final strategy report was issued in January 1998.

As the County moved forward with replacement, local opposition to bridge replacement resulted in a NEPA determination of no build. However, the County is now willing to push the replacement forward again and use the Schulte Bridge Replacement Project as a successful example for the locals.

Caltrans was asked if the 1997-98 seismic analysis and retrofit strategy would need to be revisited due to changes in the seismic code since 1998, or if the previously approved strategy would be accepted. Jeremy agreed that the previous Strategy Report would be accepted. Jeremy has a copy of the report, but requested a copy of the seismic retrofit strategy meeting.

Jeremy asked if the County would like to revisit the retrofit strategy or replace the bridge. Advancements in bridge seismic behavior understanding could potentially lessen the retrofit scope. The County would prefer to replace the bridge, but continue with the current retrofit strategy if the bridge must be retrofitted instead of replaced.

110 Blue Ravine Road, Suite 200 - Folsom, CA 95630 - Tele: (916) 858-0642 - Fax: (916) 858-0643

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Final determination of replacement verse retrofit will be dependent on cost comparison of the two approaches. Dokken will develop updated cost estimates of the 1997-98 retrofit strategy and compare to a two or three span bridge replacement cost.

Boronda Road Bridge is currently HBP nominated as a seismic retrofit and paint project. Cost comparison of retrofit verse replacement will include the cost of painting the existing bridge. If replacement is cost effective a change in HBP funding scope can be made with a 6A. This would allow the County to start the project as a bridge replacement in HBP, not rehabilitation/seismic retrofit. Type selection will be needed but rehabilitation would not need to be considered. The previous field review performed in 1997 will be honored for HBP Chapter 6 requirements; thus, the planned May 3rd meeting is not needed. A field review meeting will still be needed for environmental purposes and completing the PES.

Reinie asked if replacement is selected can funding for NEPA replacement studies be requested since the previous NEPA resulted in a no-build. Caltrans will need to look into this. An alternative approach may be to repay the $100K previously spent and start fresh.

Dokken is helping for this phase only. Project will go through the federal RFP process to select future consultant.

ACTION ITEMS:

1. Dokken to develop updated retrofit and bridge replacement cost estimates.

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APPENDIX C

FINAL STRATEGY REPORT JANUARY 1998

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MONTEREY COUNTY SEISMIC RETROFIT

TASK ORDER NO. 1

FINAL STRATEGY REPORT

FOR

BORONDA ROAD BRIDGE OVER CARMEL RIVER

BR. NO. 507 (44C-99)

05-MON-COUNTY ROAD

Prepared By:

DOKKEN ENGINEERING

3054 Gold Canal Drive
Rancho Cordova, CA 95670

January 28, 1998

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MONTEREY COUNTY SEISMIC RETROFIT
STRATEGY MEETING MINUTES

Boronda Road Bridge, 507 (44C-99)

DATE: December 3, 1997

LOCATION: Caltrans Office of Structures, Room 514

ATTENDEES:

NAME	AGENCY	PHONE
Michael Kim	CALTRANS - Structures, Local Assistance	(916) 227-8050
Dinh Le	CALTRANS - District 5, Local Assistance	(805) 549-3572
David Wang	Parikh Consultants	(408) 945-1011
Douglas Poochigion	Monterey County, P.W.	(408) 755-4888
Andrew Gaspar	Monterey County, P.W.	(408) 755-4807
John Maniscalco	Dokken Engineering	(916) 858-0642
Nick Panayotou	CALTRANS - Construction, OSC	(916) 227-8984
Saad El-Azazy	CALTRANS - OEE	(916) 227-8124
Steve Wiman	CALTRANS - OSD	(916) 227-8797
Richard A. Dokken	Dokken Engineering	(916) 858-0642
Eric Tsai	Dokken Engineering	(408) 751-1701
Henry Fang	Dokken Engineering	(916) 858-0642
Hashim Hamzawi	Dokken Engineering	(916) 858-0642
Ali A. Hemmati	Dokken Engineering	(916) 858-0642
Brent Meyer	Dokken Engineering	(916) 858-0642

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Boronda Road Bridge
Bridge No. 44C-99 (County No. 507)

John Maniscalco gave a brief description of the existing bridge and some of the basic problems associated with the existing load path and connections.

David explained that the liquefaction potential was moderate to low, pile capacity was based on assumed length of 20' because of the lack of adequate as-built information. Seismically the bridge is less than 0.3 miles from the Tularcitos-Navy Fault that can produce a magnitude 7.0 earthquake with a peak rock acceleration of 0.6g at the site.

Eric Tsai stated that the analysis is based on the Static Equivalent method. The pile loads at the piers exceeded their capacity and the bearings failed in shear. The proposed strategy was to place CISS piles on either side of each pier, connecting them with a cap beam. The bolts at the abutments would need to be replaced. Mike Kim suggested that only the center pier should be retrofitted in order to save money. Eric explained that the weight of the concrete pier will fail the piles under seismic loading and that the existing steel girders cannot span 80' without the pier. Saad suggested replacing the structure. Mike said the county could choose to retrofit the bridge or replace it using the estimated cost of the retrofit. Eric presented the study result for replacement option. The cost for replacement is estimated at $560,000 compared with $330,000 for retrofit. Mike mentioned that it is up to the county to make the decision. Douglas Poochigion commented that the cost for replacement seemed to be low since the environmental mitigation measures may be significant. The environmental concerns could lengthen the design time and add cost to the structure. There was discussion that if the bridge was not eligible for replacement, the county would be responsible for the entire cost for the extra width. The funding issue should be resolved before the county decides to replace the bridge. Saad El-Azazy questioned whether a spread footing could be done instead of the CISS pile. Eric said this option was studied and found more costly due to a potential scouring problem, environment concerns and construction difficulties in water. Saad said the replacement should be the strategy since the replacement cost is not much higher than the retrofit option. Also, the bridge is a one-lane bridge with high ADT that justifies a wider bridge. Caltrans approved replacement of this bridge.

Action Items:

- Dokken Engineering will further investigate replacement options and provide cost estimate.
- Dokken Engineering will revise retrofit cost estimate.
- LSA to provide environmental review and permitting as directed by the County.
- Parikh to provide geotechnical information and report for replacement.
- Sandis Humber Jones to provide surveying and utility coordination as directed by Dokken Engineering.
- Norm Braithwaite to provide hydraulic study of replacement.

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MONTEREY COUNTY SEISMIC RETROFIT

TASK ORDER NO. 1

FINAL STRATEGY REPORT

FOR

BORONDA ROAD BRIDGE OVER CARMEL RIVER

BR. NO. 507 (44C-99)

05-MON-COUNTY ROAD

DOKKEN ENGINEERING
3054 Gold Canal Drive
Rancho Cordova, CA 95670

January 1998

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FINAL STRATEGY REPORT

TASK ORDER NO. 1

BORONDA ROAD BRIDGE OVER CARMEL RIVER

Br. No. 507 (44C-99)
05-Mon-County Road

TABLE OF CONTENTS

Introduction 1
Field Review 2
Geotechnical 2
Design Criteria 2
As-Built Analysis 5
Structural Deficiencies 5
Proposed Retrofits 6
Retrofit Analysis 6
Impact of Proposed Retrofit 6
Recommendation 6

Appendices:

A – Selected Maintenance Reports
B – Geotechnical Information
C – Bridge General Plan Estimate
D – Replacement Strategy

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(Insert location map here)

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FINAL STRATEGY REPORT

Boronda Road Bridge over Carmel River
Br. No. 507 (44C-99)

INTRODUCTION

The Boronda Road Bridge is a one lane bridge across the Carmel River. It is located 0.5 miles south of the intersection of Boronda Road and Carmel Valley Road.

The bridge was designed and built by Monterey County in approximately 1946.

The superstructure is a 162' long, four span steel structure. There are two steel "I" girders (S21x58) spaced 9' apart with transverse floorbeam (S6x12.25) at 18" c/c supporting 3" steel open grating. It has a total width of 12.7'. The girders are continuous with fixed bearing at pier 3 and expansion bearings at abutments and piers 2 and 4. The bearing consists of a sliding plate welded under the girder and bolted to the steel bent cap. Slotted holes are provided at expansion bearings to accommodate thermal movement.

The abutment is a seat type of concrete structure with wing walls consisting of steel soldier piles (steel angle) and perforated steel laggings.

The concrete pier is 18" thick and 13' wide with three steel columns spaced at 4'-6" extending 2' above the concrete top. There is a transverse steel beam on top of the steel columns as a cap beam supporting the superstructure. Based on the previous bridge maintenance report, the three steel columns are actually piles extended into the ground. Thus, three piles are assumed for each pier. The pile is made from double L6x6x1/2.

There are one 6" diameter and another 2-½" diameter steel utility pipes attached to the underside of the bridge and goes into wing wall at abutment.

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No as-built plans are available. Selected maintenance reports are included in Appendix A.

The bridge is under the jurisdiction of Monterey County.

FIELD REVIEW

Bridge site inspection was done on September 11, 1997. Representatives from Monterey County, Caltrans District 5, Parikh Consultants, LSA and Associates, and Dokken Engineering met at the site.

After the field review, a "Field Review Report" was prepared and submitted (under separate cover). The report included field observations as well as appendices for Field Review by Dokken, Geotechnical Report by Parikh Consultants, and Preliminary Assessment Report by LSA and Associates.

Photographs showing some features of the bridge follow.

GEOTECHNICAL

The geotechnical information as presented by Parikh Consultants is included in Appendix B. Accordingly, the site was assigned a maximum credible rock acceleration of 0.6g associated with a magnitude 7 event with a soil profile type D per ATC-31 R3-8 ARS curve. The spectrum is increased by 20% due to the proximity to fault. Liquefaction probability is moderate to low.

DESIGN CRITERIA

Existing materials specifications are as follows:

AASHO 1940

Reinforced Concrete	fc = 1,000 psi
	fs = 18,000 psi
	n = 10
Structural steel	Fs = 18,000 psi

- Bridge Design Specification (1983 AASHTO with interims/revisions by Caltrans)
- Bridge Design Aids
- Bridge Design Details
- Bridge Design Practice
- Memo to designers
- ACI 318-95
- AISC –ASD Ninth edition 1989

Computer programs utilized for analysis:

- COLX – Pier moment-curvature analysis

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VIEW OF CONCRETE PIER LOOKING SOUTH

VIEW OF ANCHOR BOLTS UNDER GIRDER

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VIEW OF UTILITY PIPE AT SOUTH ABUTMENT

VIEW OF DECK STEEL GRATING

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Existing material properties assumed for dynamic analysis:

Concrete
General f'c = 5,000 psi
Reinforcing bars
General f y = 44,000 psi
Structural steel
Sections (A7) f y = 30,000 psi
Anchor bolts f y = 30,000 psi

AS-BUILT ANALYSIS

Since no as-built plans are available, field measurement was used for the analysis of the existing structure included determining weight, geometry and section properties of various components of the structure.

During a seismic event, the various components of the structure are subjected to seismic forces in different magnitudes depending, among other things, on their location with respect to the seismic load path. These members are identified and their strengths (capacities) are determined. They included the capacities of abutment backwall and piles, bearings, piers and their footings and piles in the appropriate directions.

The structure is analyzed by the Static Equivalent Force method. According to the geotechnical investigation, the existing structure is supported by steel piles at pier locations. The pile is made of two L6x6x1/2 welded together into a Z-shaped pile. The average penetration length of the existing pile is 20' as per County's engineer. The concrete pier is not embedded deep into the ground and the piles are weak in the longitudinal direction. The earthquake load from superstructure and pier self weight inertia are acting on the free standing pier.

Comparison is made between the demand and capacity for each critical member and demand/capacity (D/C) ratios are presented in Table 1.

STRUCTURAL DEFICIENCIES

1. *Abutments* — The existing abutment is adequate to resist the longitudinal and transverse earthquake loads. However, the anchor bolts and weld for the bearing plate are substandard.

2. *Bearings* — The anchor bolts are substandard for the shear forces in both directions. The weld for the bearing plate is adequate.

3. *Bents* — The steel piles will yield under the longitudinal earthquake force. In the transverse direction, the pile will be overload in compression, which means the piers will collapse.

4. *Scour* — Minor scour was observed at piers 3 and 4.

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PROPOSED RETROFIT

The proposed retrofit scheme (see Figure 1) for this bridge consist of the following:

1. *Abutment Retrofit:* Add new anchor bolts (A325 1" dia.) at bearing, drill slotted holes through the bottom flange into concrete, grout holes after bolts are set.

2. *Foundation Retrofit:* No retrofit is recommended due to the environmental concern.

3. *Pier:* Replace the existing anchor bolts with A325 7/8" diameter bolts. Install 36" dia CISS piles at piers 2, 3 and 4. New concrete cap beam between CISS piles to support the superstructure.

The cost of alternative is estimated at $323,000 or $157.00 per square foot (see Appendix C).

RETROFIT ANALYSIS

The retrofit scheme, new piles and bearing connection will strengthen the piers to ensure no structure collapse.

IMPACT OF PROPOSED RETROFITS

Aesthetics: New piles and cap beam will be visible.

Traffic: The retrofit does not involve any work on the bridge deck and all the retrofit work at the piers and abutments can be carried out from the undersides.

Utilities: No utilities will be affected during retrofit construction.

Restrictions to Construction: There is limited access to the bridge abutment works from both ends for equipment and hauling the material needed for construction. Because this road is the only access across the Carmel River for the nearby residents, it must be kept open at all times.

RECOMMENDATION

Because of the following reasons, Dokken Engineering concurs with Caltrans decision to replace this structure:

1. The cost associated with the bridge retrofit is high($323,000 and $157/square foot).

2. The existing barrier does not meet current standards.

3. The existing bridge width does not meet current standards.

4. The structure floods during the 100-year event.

5. This bridge is the only bridge across the Carmel River for local residents.

The Replacement Strategy in appendix D contains a completed bridge replacement field review form, including the bridge general plan.

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APPENDIX D

PHOTOS FROM AUGUST 21, 2024 SITE VISIT

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Photos from August 21, 2024 Site Visit

Photo 1: Looking west. Note narrow bridge width and lack of sidewalks.

Photo 2: Looking east

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Photos from August 21, 2024 Site Visit

Photo 3: Looking east. New bridge will be widened to the south.

Photo 4: Looking west

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Photos from August 21, 2024 Site Visit

Photo 5: Low clearance under east abutment

Photo 6: Looking east. Note skirt around bottom of pier from previous scour mitigation project.

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Photos from August 21, 2024 Site Visit

Photo 7: West approach

Photo 8: East approach

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Photos from August 21, 2024 Site Visit

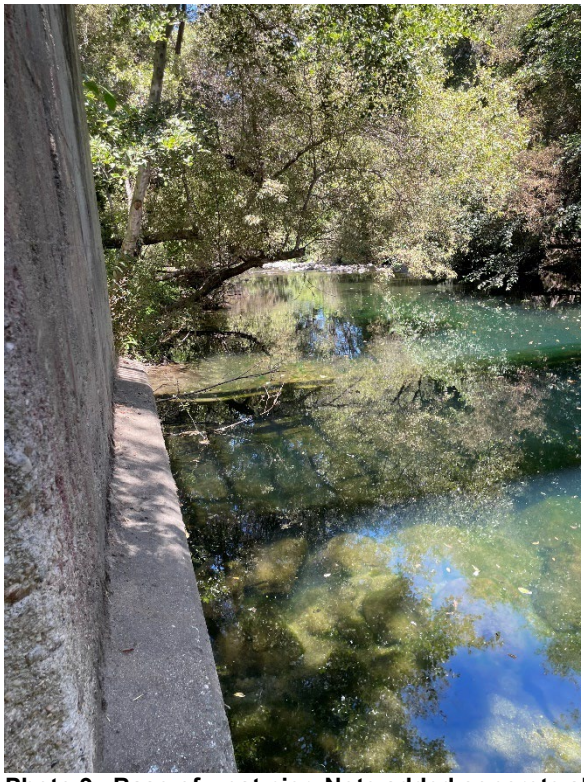

Photo 9: Base of west pier. Note added concrete skirt.

Photo 10: Anchor bolts at east abutment

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APPENDIX II: SCOPE OF WORK

The following is a sample scope of services. CONTRACTOR shall suggest deviations as necessary to complete the plans, specifications, and cost estimates for the proposed Project in accordance with COUNTY, Caltrans, and AASHTO requirements.

Final deliverables shall be provided in PDF format. Plans shall be plotted directly from AutoCAD to pdf, so that pdf files are of a high quality using electronic bookmarks. Upon request, electronic files (MSWord, Excel, HEC-RAS, AutoCAD Civil 3D format, MS Project, etc.) with all supporting files shall also be provided to COUNTY. Plans shall be prepared and provided in AutoCAD Civil 3D.

All meetings will be held virtually (Microsoft Teams) unless specified as otherwise.

Task 1. Project Management

Task 1.1. Project Controls

CONTRACTOR shall manage the Project Team, monitor schedule and budget, and prepare monthly progress reports and invoices.

Task 1.2. Kick Off Meeting and Field Investigation

CONTRACTOR shall coordinate an initial field review with the COUNTY Project manager and other Project stakeholders to review the proposed project and to highlight and record significant project features. The CONTRACTOR shall conduct a visual on-site field investigation to identify existing conditions and establish preliminary design assumptions and parameters. CONTRACTOR shall review as-built information as available. The field investigation shall be coordinated such that it is on the same day as the kick-off meeting. CONTRACTOR'S project manager and project engineer shall attend.

Task 1.3. Progress Meetings

CONTRACTOR project manager and appropriate staff shall meet with the COUNTY Project Manager and others as necessary to manage and deliver the Project. One-hour meetings shall be scheduled virtually monthly to keep the COUNTY informed of the status of the Project and to gain timely decisions from the COUNTY. Initially, more frequent meetings shall be required and should be scheduled on an as needed basis. CONTRACTOR shall prepare meeting agendas and meeting notes in a format specified by the COUNTY. Assume a total of 40 meetings.

Deliverables:

- Meeting notes and meeting agendas
- Monthly updated Project schedule

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Task 2. 35% Design – Preliminary Engineering

Task 2.1. Preliminary Bridge Design

CONTRACTOR shall evaluate the roadway alignment as well as address hydraulic constraints, debris load, constructability, geotechnical constraints, environmental considerations, maintenance, schedule, and cost.

Conceptual level cost estimates shall be provided. CONTRACTOR shall consider how the Project will be constructed and whether a detour, low water crossing or temporary bridge will be required. Road closures shall be minimized to the extent possible.

Task 2.2. Type Selection Report

After concurrence from the COUNTY on the recommended design, the CONTRACTOR shall prepare a Type Selection Report for review and approval by Caltrans. Preliminary engineering includes layouts of the Project to an approximate 35% level of completion.

CONTRACTOR shall develop a preliminary design of the Project including:

- Geometric alignment of the roadway, vertical and horizontal profiles
- Bridge span length and width
- Proposed detour alignments, if applicable
- Preliminary foundation concepts
- Preliminary slope stability considerations
- Draft construction schedule
- 35% design cost estimate
- Right of Way considerations

Deliverables

- Type Selection Report, Draft and Final version.

Task 3. Survey

Task 3.1. Survey and Mapping

All survey work shall be performed under the responsible charge of a California licensed Professional Land Surveyor (SURVEYOR) who will execute the project "Acknowledgment of Survey Monument Preservation Responsibility" form. A copy of said executed form shall be delivered electronically to the County Surveyor (goetzmk@countyofmonterey.gov).
Provide aerial and ground surveys including:

- Color ortho image with 0.25' pixel resolution, DTM, contours, and a "surface" in Civil 3D. This aerial map shall be compiled to the Base Map.

- Ground control for the aerial map and all control for the "densification" of the aerial map. The Project control shall be established by a static occupation and processed using

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National Geodetic Survey OPUS with the horizontal datum being the North American Datum of 1983, National Adjustment of 2011, Epoch date of 2010.00, abbreviated NAD83(2011) Epoch 2010.00. The projection used shall be the California Coordinate System of 1983 (CCS83), Zone 4. The vertical datum shall be NAVD88. All coordinate values of the control on the ground shall be on said horizontal and vertical datums. Sufficient control points shall be established and with some set-in strategic locations to survive to start of the construction phase, roughly five years into the future. The survey control points shall be compiled to the Base Map and the survey base map deliverable shall include a Survey Control Sheet showing the location and coordinates of these control stations. The control sheet shall show locations with aerial imagery as a background so that their locations can easily be ascertained.

- Provide ground surveys and mapping for areas in dense vegetation, under and on the temporary bridge, geotechnical investigation bore holes, conforms, surface evidence of underground utilities, overhead wire locations near the existing crossing and one hundred feet on each side of the existing crossing.

- Include all grade breaks, tops and toes in the dirt areas.

- Include hardscape features, such as: edge of pavement, crown of road, and temporary bridge abutments, and fences.

- Field survey point densification in the vicinity of the Project's construction footprint: temporary bridge, road and channel locations.

- Ordinary High-Water Mark (OHWM) shall be shown within the study area. The OHWM shall be established in accordance with Army Corps of Engineers guidelines by the CONTRACTOR and these marks shall be located by the SURVEYOR.

Task 3.2. Hydraulic Cross Sections

SURVEYOR shall survey channel cross sections in sufficient number and detail, upstream and downstream of the crossing, necessary to perform hydraulic analysis for preparation of a location hydrology and hydraulics study. These cross sections shall be compiled to the Base Map and provided in a data format compatible with the hydraulic/hydrologic analysis.

Task 3.3. Right-of-Way Establishment

SURVEYOR shall perform a complete boundary retracement survey to accurately determine the County Road right-of-way within the Project limits. Sufficient survey monuments and other survey evidence shall be found and tied into the survey. This may require the survey to extend outside the Project limits. This right of way shall be compiled to the Base Map.

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Task 3.4. Easement Plotting

Provide re-establishment of recorded easement deeds (per review of the preliminary title reports). Easement locations shall be shown on the Base Map. Procure preliminary title reports for nearby assessor parcels.

Task 3.5. Base Map

Provide a Base Map to be used as the basis for design of the Project. The Base Map shall be delivered in Autodesk Civil 3D compatible DWG format.

Task 3.6. Survey Monument Preservation and Pre-Construction Record of Survey

SURVEYOR shall perform a pre-construction field survey in compliance with California Business and Professions Code Section 8771(b). All monuments of record and any found that are not of record shall be located and referenced prior to construction, and a pre-construction Record of Survey shall be filed with the County Recorder. By graphics and notation, the Record of Survey shall show the methods used to re-establish the County Road right-of-way lines along with the survey control points set for the Project. Other critical boundary and/or easement lines shall also be shown. This map shall meet the requirements for a pre-construction survey and documentation. The COUNTY shall waive the checking and recording fees for this map.

Task 3.7. Survey Monument Preservation and Post-Construction Record of Survey

SURVEYOR shall perform a post construction field survey in compliance with California Business and Professions Code Section 8771(c). The survey shall set or reset monuments to perpetuate the location of monuments or points shown on the pre-construction survey. Monumentation will include at least two (2) permanent monuments set in the road surface on the centerline of the right-of-way of Boronda Road. A Record of Survey showing the post-construction survey shall be filed with the County Recorder. Other critical boundary and/or easement lines shall also be shown. This map shall meet the requirements for a post-construction survey and documentation. The COUNTY shall waive the checking and recording fees for this map.

Task 3.8. Legal Descriptions and Exhibits

Provide plats and legal descriptions with exhibits graphically showing the areas described. The legal description shall be used for the acquisition of new right of way by the COUNTY and/or joint use agreements. The COUNTY will conduct appraisals and acquisitions.

Task 4. Geotechnical Investigations

Task 4.1. Geotechnical Data Collection

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Pre-field activities include developing a field exploration plan, contacting Underground Services Alert (USA), and notifying utilities as necessary. CONTRACTOR shall provide traffic control, as necessary, for any field exploration. Boring locations and depths shall be determined based on the site investigation and bridge requirements.

CONTRACTOR shall perform laboratory tests on selected samples collected from drilling. Testing shall be performed in accordance with the applicable ASTM or Caltrans standards. Selected soil samples obtained during the field exploration shall be tested in a Caltrans-certified laboratory to evaluate certain physical properties that will be necessary to complete the engineering analysis. The types and numbers of tests may vary depending on the results of the field exploration program.

Task 4.2. Geotechnical Report

CONTRACTOR shall prepare the Geotechnical Report. The report shall include a description of the Project and analyses performed, field and laboratory data collected, and graphics showing the site location, the locations of the field explorations relative to the proposed improvements, and an interpreted subsurface profile. The Geotechnical Report shall also include a discussion of local geology, slope stability, and potential for geologic hazards (seismicity, faulting, slope instability, settlement, and liquefaction).

The Geotechnical Report shall present final recommendations for design of the Project including seismic design criteria, bearing capacity and lateral earth-pressures for the Project's structures, slope gradients and setbacks, and geotechnical material specifications. Recommendations shall be made to support the new bridge structure and adjacent slopes that may be affected by the Project. Recommendations shall include foundation type (shallow or deep), abutments, retaining walls, etc. based on structure type chosen and as determined by geotechnical site condition requirements.

If deep foundations (piles) are needed, at a minimum the following shall also be included in the Geotechnical Report, as applicable:

- Recommended foundation type (CIDH or other).
- Liquefaction potential and the need to consider down-drag forces, seismic settlement, loads due to lateral spreading, or friction reducers in the pile design.
- Deep foundation analyses, minimum pile embedment and diameter, pile spacing and group effects, specified pile tip elevation, and estimated settlement. Lateral load versus deflection curve for selected pile foundations.
- Lateral loading on piles due to lateral spread, if determined appropriate by geotechnical seismic evaluation.
- Anticipated pile driving and/or CIDH pile drilling conditions for the foundation type selected.
- Lateral load resistance of pile foundations.

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The Geotechnical Report shall identify the corrosion potential of foundation soil, reinforced concrete substructures, and structural steel based on test data and Caltrans design methods. The report shall also provide construction considerations regarding excavation characteristics of the soil and/or rock encountered, suitability of excavated on-site soil for reuse as compacted structural fill or structural backfill, temporary slopes, shoring, dewatering and/or stream diversions, and stability as well as requirements for temporary cuts or shoring adjacent to existing roadways, structures, or property.

Task 5. Hydrologic and Hydraulic Report

A concise Hydrologic and Hydraulic report shall be completed for the bridge that includes hydraulic information for the design, base and overtopping floods (discharges and water surface elevations), and recommendations regarding bank protection. CONTRACTOR shall estimate the size and type of debris in the channel. The report shall identify potential scour depths along the channel to assess the stability of the existing stream channel slopes and future stability of the bridge along with any other relevant hydraulic considerations necessary to design the bridges.

Task 6. Post-Construction Stormwater Design (OPTIONAL)

This task shall include preparing calculations in conformance with applicable water quality regulations. The CONTRACTOR shall also prepare a memo documenting the roadway drainage design and analysis including post-construction hydromodification to satisfy post-construction requirements.

Task 7. 65% Design

Task 7.1. 65% PS&E

CONTRACTOR shall submit 65% plans, contract items list, and engineer's estimate to the COUNTY. The COUNTY will review the 65% submittal and submit comments to the CONTRACTOR. CONTRACTOR shall create a log showing how all comments were addressed as part of the 95% submittal package.

CONTRACTOR shall prepare the roadway civil design to conform to standard Caltrans and COUNTY requirements. The 65% submittal shall include Title Sheet, Typical Sections, Tree Removal and Trimming, Project Control, Layouts, Profiles, Construction Details, Diversion and Dewatering Plan, Drainage Plans, Utility Plans and Details, Traffic Handling, Stage Construction (if applicable), Erosion Control/Water Pollution Control Plans, Pavement Delineation, Detour Plans, Sign Plans, and any other required drawing sheets. The structure plan sheets shall include General Plan, Foundation Plan, Cross-Sections, Typical Section, miscellaneous details, and Log of Test Borings. CONTRACTOR shall identify temporary easements and/or permanent right-of-way modifications to construct the Project.

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The engineer's estimate shall be updated from the preliminary costs based on updated quantities and unit costs compiled from recent bid data and adjusted for COUNTY-specific construction costs.

The bridge design shall be in accordance with the AASHTO LRFD Specifications with Caltrans amendments and applicable sections of the Bridge Memos to Designers and Bridge Design Aids manuals. The design shall meet COUNTY, Caltrans, FHWA, and AASHTO standards in effect at the time the design occurs.

Seismic design shall be performed in accordance with the applicable edition of the Caltrans Seismic Design Criteria. Detailing of plans shall be in accordance with Caltrans Design Details Manual. Both the design and detailing shall be based on the use of the current Caltrans Standard Plans and Standard Specifications.

65% Deliverables

- 65% Draft Plans in PDF
- Engineer's Estimate of Construction Costs in MS Excel format
- Design Exceptions in MS Word.

Task 7.2. Independent Bridge Check

An independent design check shall be conducted before the 95% Design Submittals in accordance with Caltrans' design procedures. The plans shall be reviewed for compatibility between COUNTY Design standards, Caltrans Memo to Designers, and AASHTO standards. The Geotechnical Engineer shall review the plans prior to the 95% Draft PS&E Submittal for compliance with the geotechnical recommendations.

Task 7.3. Design Exceptions

CONTRACTOR shall prepare Project design exceptions, if necessary, for approval by COUNTY. Assume up to 2 design exceptions.

Task 8. 95% Design

Task 8.1. 95% Specifications

CONTRACTOR shall prepare the technical specifications based on the latest Caltrans Standard Special Provisions (SSPs). The COUNTY will provide "boiler plate" documents, including the notice to bidders, proposal, bond forms, and agreement. Required mitigation measures and permitting requirements from the environmental permits shall be included in the specifications.

Task 8.2. 95% Design

The 95% plans shall be submitted to the COUNTY based on comments received on the 65% submittal. The submittal shall include the plans, specifications, and engineer's estimate of probable costs. A preliminary construction schedule shall be submitted. The COUNTY shall

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review the 95% submittal and submit comments to the CONTRACTOR. CONTRACTOR shall create a log showing how all comments were addressed as part of the final PS&E package submittal. The roadway plans shall be advanced to include construction area signs sheet, additional detailing for roadway conforms, grading, landscaping, drainage details, and additional structural details as needed.

95% Deliverables

- 95% Draft Plans in PDF
- Technical Special Provisions in MS Word format
- Engineer's estimate of probable construction costs in MS Excel format
- Estimated construction schedule in MS Project format

Task 9. 100% PS&E

Upon receipt of comments from the 95% PS&E submittal to the COUNTY, and other jurisdictional agencies, which will be routed through the COUNTY, final revisions shall be made. CONTRACTOR shall incorporate appropriate comments in the plans, specifications, and estimate and log all comments and identify how each comment was addressed. The engineer's estimate shall be updated based on final quantities and unit costs updated based on the most recent bid data and adjusted for COUNTY-specific construction costs.

CONTRACTOR shall perform an independent QA/QC review of the Final 100% submittal package and incorporate appropriate revisions prior to submittal to the COUNTY. CONTRACTOR shall update the plans and specifications to the Caltrans standards applicable at the time of "RFA for CON". The Final submittal shall include a detailed construction schedule with an estimate of working days.

100% PS&E Deliverables

- Electronic Microsoft Word file of specifications
- Final Technical Special Provisions signed by the Registered Engineer
- Electronic Microsoft Excel file of Construction Cost Estimate
- Estimated construction schedule with estimated working days calculation (MS Project format)
- Resident Engineer's File
- AutoCAD Project plans
- PDF copies of each deliverable stamped and signed by a licensed engineer as required.

Task 10. Bid Period Consultation

CONTRACTOR shall provide bidding assistance to the COUNTY including interpretation of the contract documents, assisting the COUNTY in preparing addenda to the PS&E, and attending one (1) in-person pre-bid construction meeting.

Bid period Deliverables

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- Prepare addenda as needed
- Respond to RFI's as needed

Task 11. Utility Coordination

The COUNTY shall obtain utility atlas maps and coordinate with utilities, identify relocation liability, coordinate utility agreements, and meet with utility representatives. The COUNTY shall obtain relocation plans from the utilities. The COUNTY shall provide this information to CONTRACTOR.

CONTRACTOR shall identify potential conflicts, develop conflict exhibits for each utility, and incorporate existing and proposed utility relocation information into the plans and specifications. At least one plan sheet shall be provided in the PS&E submittals that shows the existing utilities and proposed relocations.

Task 12. Environmental Support

A Preliminary Environmental Study (PES) has been prepared for the Project. CONTRACTOR shall prepare the required NEPA and CEQA environmental documents for the Project. The signed PES and specific environmental requirements and considerations is provided in Appendix VII.

Task 13. Permit Compliance

CONTRACTOR shall prepare the Environmental Commitment Record. CONTRACTOR shall check plans and specifications against the permit conditions and measures to ensure compliance with the agency requirements.

This task shall also include the preparation of calculations and an application for a rainfall erosivity waiver to be submitted by the COUNTY. Along with the rainfall erosivity waiver, CONTRACTOR shall prepare a Project Water Pollution Control Program (WPCP) which shall be in effect for construction activities between April and October. CONTRACTOR shall ensure the Project working days in the specifications match the rainfall erosivity waiver such that any work extending beyond the end of the rainfall erosivity waiver requiring a Stormwater Pollution Prevention Plan (SWPPP) shall be CONTRACTOR's responsibility. CONTRACTOR shall then prepare a Project plan sheet detailing the best management practices (BMP) and erosion control features outlined in the WPCP. It is assumed any fee for the rainfall erosivity waiver shall be paid by the COUNTY.

Task 14. Construction Support

CONTRACTOR shall provide engineering services during construction including the following:

- Attend a pre-construction meeting
- General interpretation of plans and specifications
- Review and comment on shop plan drawings, submittals, and mix designs
- Response to RFIs

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- Construction site observations
- Development of plan revisions as needed
- Preparation of as-built drawings

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APPENDIX III: SIGNATURE PAGE

COUNTY OF MONTEREY	RFP No. 10964
PUBLIC WORK, FACILITIES AND PARKS	ISSUE DATE: December 4, 2025

RFP TITLE:
BRIDGE DESIGN SERVICES, BORONDA ROAD BRIDGE REPLACEMENT, MONTEREY COUNTY, CALIFORNIA

PROPOSALS ARE DUE IN THE OFFICE OF PUBLIC WORKS, FACILITIES AND PARKS BY: 4:00 P.M., PST, January 22, 2026	**MAILING ADDRESS**:
QUESTIONS ABOUT THIS RFQ/RFP SHOULD BE DIRECTED TO: Kyle Oyama, oyamak@COUNTYofmonterey.gov	COUNTY OF MONTEREY PUBLIC WORKS, FACILITIES AND PARKS 1441 SCHILLING PLACE SOUITH, 2nd FLOOR SALINAS, CA 93901-4527

CONTRACTOR MUST INCLUDE THE FOLLOWING IN EACH PROPOSAL:

1. Proposal (as required by this RFP) – One (1) original hard copy, two (2) hard copies, and one (1) CD or thumb drive with PDF files of submittal
2. Fee Schedule (Attachment J) - One (1) original hard copy (sealed in a separate envelope)

☐ ALL REQUIRED CONTENT AS DEFINED PER SECTION 8.1 HEREIN

This Signature Page must be included with your submittal to validate your Proposal.
Proposals submitted without this page will be deemed non-responsive.

☐ CHECK HERE IF YOU HAVE ANY EXCEPTIONS TO THIS SOLICITATION

CONTRACTOR MUST COMPLETE THE FOLLOWING TO VALIDATE PROPOSAL

I hereby agree to furnish the articles and/or services stipulated in my Proposal at the price quoted, subject to the instructions and conditions in the Request for Proposals. I further attest that I am an official officer representing my firm and authorized with signatory authority to present this Proposal.

Company Name: _____ Date _____

Signature: _____ Printed Name: _____

Street Address: _____
City: _____ State: _____ Zip: _____

Phone: ( ) _____ Fax: ( ) _____ Email: _____

License No. (If applicable): _____

License Classification (If applicable): _____

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APPENDIX IV: SAMPLE COST PROPOSAL

Docusign Envelope ID: 45808F69-9ED4-43BB-B43B-DBB96E216DF7

SAMPLE COST PROPOSAL 1

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed ☐ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Consultant _____

Project No. _____ Contract No. _____ Date _____

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
				$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00

LABOR COSTS

a) Subtotal Direct Labor Costs $ 0.00

b) Anticipated Salary Increases (see page 2 for calculation) _____

c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)] $ 0.00

INDIRECT COSTS

d) Fringe Benefits (Rate: 0.00%) e) Total Fringe Benefits [(c) x (d)] $ 0.00

f) Overhead (Rate: 0.00%) g) Overhead [(c) x (f)] $ 0.00

h) General and Administrative (Rate: 0.00%) i) Gen & Admin [(c) x (h)] $ 0.00

j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] $ 0.00

FIXED FEE k) **TOTAL FIXED FEE** [(c) + (j)] x fixed fee 0.00%] $ 0.00

l) **CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs				$ 0.00
Equipment Rental and Supplies				$ 0.00
Permit Fees				$ 0.00
Plan Sheets				$ 0.00
Test				$ 0.00

l) **TOTAL OTHER DIRECT COSTS** $ 0.00

m) **SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1: _____

Subconsultant 2: _____

Subconsultant 3: _____

Subconsultant 4: _____

m) **TOTAL SUBCONSULTANTS' COSTS** $ 0.00

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS** [(l)+(m)] $ 0.00

TOTAL COST [(c) + (j) + (k) + (n)] $ 0.00

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

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SAMPLE COST PROPOSAL 1

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	**5 Year Contract Duration**
$250,000.00	500	=	$50.00	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	$50.00	+	2%	=	$51.00	Year 2 Avg Hourly Rate
Year 2	$51.00	+	2%	=	$52.02	Year 3 Avg Hourly Rate
Year 3	$52.02	+	2%	=	$53.06	Year 4 Avg Hourly Rate
Year 4	$53.06	+	2%	=	$54.12	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year	Total Hours per Cost Proposal		Total Hours per Year	
Year 1	20.0%	5000	=	1000	Estimated Hours Year 1
Year 2	400%	5000	=	2000	Estimated Hours Year 2
Year 3	15.0%	5000	=	750	Estimated Hours Year 3
Year 4	15.0%	5000	=	750	Estimated Hours Year 4
Year 5	100%	5000	=	500	Estimated Hours Year 5
Total	100%	Total	=	5000	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)	Estimated hours (calculated above)		Cost per Year	
Year 1	$50.00	1000	=	$50,000.00	Estimated Hours Year 1
Year 2	$51.00	2000	=	$102,000.00	Estimated Hours Year 2
Year 3	$52.02	750	=	$39,015.00	Estimated Hours Year 3
Year 4	$53.06	750	=	$39,795.30	Estimated Hours Year 4
Year 5	$54.12	500	=	$27,060.80	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation		=	$257,871.10	
	Direct Labor Subtotal before Escalation		=	$250,000.00	
	Estimated total of Direct Labor Salary Increase		=	**$7,871.10**	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.
   (i e. $250,000 x 2% x 5 yrs = $25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

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SAMPLE COST PROPOSAL 1

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name:_____ Title *: _____ $ 0.00

Signature : Date of Certification (mm/dd/yyyy): _____

Email: _____ Phone Number: _____

Address:_____

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

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APPENDIX V: COUNTY PLANNING SCHEDULE

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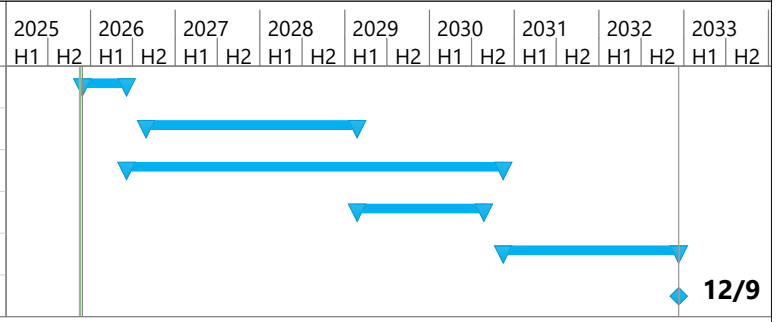
Appendix V: Planning Schedule

RFP No. 10964 Bridge Design Services
Boronda Road Bridge Replacement
County Project No. 1181

ID	Task Name	Duration	Start	Finish
1	**CONSULTANT SELECTION**	**136 days**	**11/27/25**	**6/4/26**
11	**ENVIRONMENTAL DOCUMENTS**	**650 days**	**8/28/26**	**2/22/29**
14	**DESIGN & PERMITTING**	**1160 days**	**6/5/26**	**11/14/30**
25	**RIGHT OF WAY**	**390 days**	**2/23/29**	**8/22/30**
27	**CONSTRUCTON**	**540 days**	**11/15/30**	**12/9/32**
33	**PROJECT COMPLETE**	0 days	12/9/32	12/9/32



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APPENDIX VI: SAMPLE PROFESSIONAL SERVICES AGREEMENT

The COUNTY of Monterey Agreement for Professional Services with Surveyors, Architects, Engineers & Design Professionals with all terms and conditions may be viewed at: https://www.COUNTYofmonterey.gov/home/showpublisheddocument/139258/638779912688970000

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APPENDIX VII: SPECIFIC ENVIRONMENTAL REQUIREMENTS

Docusign Envelope ID: 45808F69-9ED4-43BB-B43B-DBB96E216DF7

Rauber, Erich

From: Vidal, Kelso J@DOT <kelso.vidal@dot.ca.gov>
Sent: Friday, October 31, 2025 11:02 AM
To: Rauber, Erich; Oyama, Kyle
Cc: Rizo, Edgard; Garrett, Diana@DOT; Saavedra, Enrique M.
Subject: PES form for Boronda Bridge 5944 (150)
Attachments: 5943 (150) _Boronda_PESv2.pdf; Caltrans D5 Local Assistance Cultural Resources Requirements.pdf; 106 Compliance for Native American Consultation.pdf; D5NMFSPBO_Checklist_Template_2025-06.docx; D5NMFSPBO_Notification_Template_2025-06.docx

This Message Is From an External Sender

[CAUTION: This email originated from outside of the County. Do not click links or open attachments unless you recognize the sender and know the content is safe.]

Hello Kyle,
I was directed to provide more detail to Local Agencies/ consultants so there is less deviation from what Caltrans requires. Any questions or clarity needed, just reach out. Please sign the page 9 of the PES and return at your convenience. Thanks- kelso

Attached is a signed Preliminary Environmental Study (PES) form for the proposed Boronda Bridge Replacement project; 5944 (150). As indicated on the PES form, the following studies (or memos) will need to be prepared and provided to Caltrans for review and approval. The studies must include all areas of construction including temporary access, staging, utility relocations, detours, mitigation, etc. To assist the County with obtaining NEPA clearance, Caltrans has applied Standard Provisions to a few resources to avoid the need for a memo/report (p 11 & 12). Below is a list of memo/reports that will be required:

Traffic Memo

A traffic memo is being requested because the proposed project is adding a new traffic lane to the bridge. A memo to analyze traffic impacts is required. This memo should justify how the AADT will or will not increase at this location. In addition, this memo should discuss any queuing or lack of. This memo should be no longer than 12 pages. This memo could also reference any traffic report analysis completed for the project.

Noise Memo:

Temporary noise impacts from construction should be evaluated with findings reported in a technical memorandum. Include dB rating for that equipment (bulldozer, pile driving ect),

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using those values and distance to the sensitive receptor, and provide appx dB level the receptor may experience during construction.

In addition, this project is constructing a bridge with an additional lane which may introduce permanent traffic noise closer to a sensitive receptor/s. This memo must capture the location of sensitive receptors (residences, school, place of worship) and provide a justified conclusion if future noise levels will exceed existing levels by 12dB +, or approach/ exceeds noise abatement criteria. This noise memo should be limited to twelve pages. The outline for a resource memo should have the following headings : 1) Project name, FPN and brief project description 2) Affected Environment 3) Environmental Consequences 4) Avoidance and Minimization measures 5) attached mapping.

Floodplain

The FIRM map confirms the project is within the base floodplain (100-year) of Carmel River. An analysis must be conducted to verify if the new structure will or will not impact the base floodplain. A Location Hydraulic Study (LHS) is required to evaluate potential impacts to the base floodplain. The template for the LHS is attached.

- This project also requires a Summary Floodplain Encroachment Report (SFER). The SFER is based on results of the LHS's impact(s) on the base floodplain. If the LHS concludes that there is no encroachment and or minimal impact, a SFER is completed. A template for the SFER is attached.

Biological Resources (Section 7):

The regulatory agencies USFWS and NMFS have approved use of the Programmatic Biological Assessments (PBA) and have issued Programmatic Biological Opinions (PBO) which can accelerate the Section 7 consultation process. These PBOs are applicable for many Local Assistance projects that involve CRLF, Smiths Blue, and Steelhead/ cohos. To confirm eligibility, these Regulatory agencies require worksheets (attached) to be completed and returned to Caltrans for verification. In situations where the PBO is not applicable, then a Biological Assessment (BA) will need to be submitted.

- Wetland delineation and permitting is legally mandated if wetland presence is determined on a property and may be impacted by development. This report is submitted to USACE for Section 404 permitting.
- In addition, a species list must be generated through USFWS' iPac database. If the search results identify a federally listed species with a likelihood of existing at (or near) the project location, then a Biological Assessment will be required.

The BA templates can be found at the link below. Note: USFWS and NMFS require different formatted documents.

https://dot.ca.gov/-/media/dot-media/programs/environmental-analysis/documents/ser/usfws-ct-chklist-a11y.docx

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https://dot.ca.gov/-/media/dot-media/programs/environmental-analysis/documents/ser/nmfs-ba-chklst-a11y.docx

Visual Impact Assessment:

The result from the Visual Questionnaire determines the level of analysis. Based on the visual point value associated with this project, which was 21 points, it is recommended a memo be prepared. A resource memo should be limited to no more than twelve pages. Simulations are not required for this level of analysis. Please refer to the link below for the Visual Memo template.

https://dot.ca.gov/-/media/dot-media/programs/design/documents/via-memo-annotated-outline-a11y.docx

Cultural Resources (Section 106) see attached guidance.

Caltrans is responsible for environmental review, consultation, and coordination on this project, as assigned by FHW A pursuant to 23 USC 326. The environmental document to be prepared would be a Categorical Exclusion (CE) Determination with required technical studies. Caltrans will prepare the NEPA environmental determination when the requested environmental reports/ memos have been submitted and deemed complete. Once the NEPA CE is issued, note that your agency is still required to provide the following when available:

- Permits
- Regulatory (waters) permits & supporting biological documentation
- Environmental Commitments Record (ECR)
- Mitigation monitoring or final reports

You are welcome to contact me if you have any questions regarding the environmental requirements for this project. I can be reached at (805) 478-8952 or kelso.vidal@dot.ca.gov

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EXHIBIT 6-A PRELIMINARY ENVIRONMENTAL STUDY (PES)

Federal Project No.: BRLO-5944 (150) ID#0524000014 *(Federal Program Prefix-Project No., Agreement No.)*

Final Design: *(Expected Start Date)*

To: Diana Garrett *(District Local Assistance Engineer)*
D5 San Luis Obispo *(District)*
50 Higuera St, SLO, CA 93401 *(Address)*
Diana.garrett@dot.ca.gov *(Email Address)*

From: Monterey County *(Local Agency)*
Kyle Oyama *(Project Manager's Name and Telephone No.)*
1441 Schilling Place, Salinas, CA 93901 *(Address)*
oyamak@co.monterey.ca.us *(Email Address)*

Is this Project "ON" the State Highway System? ☐ Yes ☒ No **IF YES, STOP HERE** and contact the District Local Assistance Engineer regarding the completion of other environmental documentation.

Federal State Transportation Improvement Program (FSTIP) _____ *(Currently Adopted Plan Date)* _____ *(Page No.___ attach to this form)*
https://dot.ca.gov/programs/financial-programming/office-of-federal-programming-data-management-ofpdm

Programming for FSTIP:	**Preliminary Engineering**	**Right of Way**	**Construction**
	_____ (Fiscal Year) $ _____ (Dollars)	_____ (Fiscal Year) $ _____ (Dollars)	_____ (Fiscal Year) $ _____ (Dollars)

Project Description as Shown in RTP and FSTIP:

Detailed Project Description:
The bridge is approximately 12.5' wide consisting of one 9 wide travel lane and 1.75'wide curbs on each side of the lane. The existing bridge width and railing do not meet current standards. The narrow width of the bridge does not safely permit pedestrian and vehicle access simultaneously, resulting in vehicles waiting for pedestrians to cross the bridge before traversing. In addition, emergency vehicles can not cross. Project will remove the bridge and abutments. New bridge style TBD. New bridge will be appx 30-feet wide to accommodate two lanes.

Preliminary Design Information:
Does the project involve any of the following? Please check the appropriate boxes and delineate on an attached map, plan, or layout including any additional pertinent information.

Yes	No		Yes	No		Yes	No	
☒	☐	Widen existing roadway	☒	☐	Ground disturbance	☒	☐	Easements
☒	☐	Increase number of through lanes	☒	☐	Road cut/fill	☒	☐	Equipment staging
☐	☒	New alignment	☒	☐	Excavation: anticipated maximum depth _____	☒	☐	Temporary access road/detour
☐	☒	Capacity increasing—other (e.g., channelization)				☒	☐	Utility relocation
			☒	☐	Drainage/culverts	☒	☐	Right of way acquisition (if yes, attach map with APN)
☒	☐	Realignment	☐	☒	Flooding protection			
☐	☒	Ramp or street closure	☒	☐	Stream channel work	☐	☒	Disposal/borrow sites
☐	☐	Bridge work						
			☒	☐	Pile driving	☐	☒	Part of larger adjacent project
☒	☐	Vegetation removal						
☒	☐	Tree removal	☒	☐	Demolition	☐	☒	Railroad

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Required Attachments:

☐ Regional map ☒ Project location map ☐ Project footprint map (existing/proposed right of way)

☐ Engineering drawings (existing and proposed cross sections), if available ☐ Borrow/disposal site location map, if applicable
(Note: all maps (except project location map and regional maps) should be consistent with the project description (minimum scale: 1" = 200').)

☒ GeoTracker Printout for Hazardous Materials (http://geotracker.waterboards.ca.gov/).

☒ Federal Threatened and Endangered Species List from USFWS (http://ecos.fws.gov/ipac/).

☒ Federal Threatened and Endangered Species List from NMFS (http://www.westcoast.fisheries.noaa.gov/maps/data/california species listtools.html).

☒ Current Photos of Project Site ☒ FEMA map ☒ VIA Questionnaire

Examine the project for potential effects on the environment, direct or indirect and answer the following questions. The "construction area," as specified below, includes all areas of ground disturbance associated with the project, including staging and stockpiling areas and temporary access roads.

Each answer must be briefly documented on the "Notes" pages at the end of the PES Form.

A. Potential Environmental Effects	Yes	To Be Determined	No
General			
1. Will the project require future construction to fully utilize the design capabilities included in the proposed project?	☐	☐	☒
2. Will the project generate public controversy?	☐	☒	☐
Noise			
3. Is the project a Type I project as defined in 23 CFR 772.5(h); "construction on new location or the physical alteration of an existing highway, which significantly changes either the horizontal or vertical alignment or increases the number of through-traffic lanes"?	☐	☐	☒
4. Does the project have the potential for adverse construction-related noise impact (such as related to pile driving)?	☐	☒	☐
Air Quality			
5. Is the project in a NAAQS non-attainment or maintenance area?	☐	☐	☒
6. Is the project exempt from the requirement that a conformity determination be made? (If "Yes," state which conformity exemption in 40 CFR 93.126, or 40 CFR 93.128 (check one box below and identify the project type if applicable): ☒40 CFR 93.126 ☐ 40 CFR 93.128 Project type: _____	☒	☐	☐
7. Is the project exempt from regional conformity? (If "Yes," state which conformity exemption in 40 CFR 93.127, Table 3 applies): _____	☒	☐	☐
8. If project is not exempt from regional conformity, (If "No" on Question #7)			
Is project in a metropolitan non-attainment/maintenance area?	☒	☐	☐
Is project in an isolated rural non-attainment area?	☐	☐	☒
Is project in a CO, PM10 and/or PM2.5 non-attainment/maintenance area?	☐	☐	☒
Hazardous Materials/Hazardous Waste			
9. Is there potential for hazardous materials (including underground or aboveground tanks, etc.) or hazardous waste (including oil/water separators, waste oil, asbestos-containing material, lead-based paint, ADL, etc.) within or immediately adjacent to the construction area?	☒	☐	☐
Water Quality/Resources			
10. Does the project have the potential to impact water resources (rivers, streams, bays, inlets, lakes, drainage sloughs) within or immediately adjacent to the project area?	☒	☐	☐

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11. Is the project within a designated sole-source aquifer?	☐	☐	☒
Coastal Zone			
12. Is the project within the State Coastal Zone, San Francisco Bay, or Suisun Marsh?	☐	☐	☒
Floodplain			
13. Is the construction area located within a regulatory floodway or within the base floodplain (100-year) elevation of a watercourse or lake?	☒	☐	☐
Wild and Scenic Rivers			
14. Is the project within or immediately adjacent to a Wild and Scenic River System?	☐	☐	☒
Biological Resources			
15. Is there a potential for federally listed threatened or endangered species, or their critical habitat or essential fish habitat to occur within or adjacent to the construction area?	☒	☐	☐
16. Does the project have the potential to directly or indirectly affect migratory birds, or their nests or eggs (such as vegetation removal, box culvert replacement/repair, bridge work, etc.)?	☒	☐	☐
17. Is there a potential for wetlands to occur within or adjacent to the construction area?	☒	☐	☐
18. Is there a potential for agricultural wetlands to occur within or adjacent to the construction area?	☐	☐	☒
19. Is there a potential for the introduction or spread of invasive plant species?	☒	☐	☐
Sections 4(f) and 6(f)			
20. Are there any historic sites or publicly owned public parks, recreation areas, wildlife or waterfowl refuges (Section 4[f]) within or immediately adjacent to the construction area?	☐	☐	☒
21. Does the project have the potential to affect properties acquired or improved with Land and Water Conservation Fund Act (Section 6[f]) funds?	☐	☐	☒
Visual Resources			
22. Does the project have the potential to affect any visual or scenic resources?	☐	☒	☐
Relocation Impacts			
23. Will the project require the relocation of residential or business properties? (If the answer to questions 23-32 is "yes," then Title VI Implementation and outreach may be triggered)	☐	☒	☐
Land Use, Community, and Farmland Impacts			
24. Will the project require any right of way, including partial or full takes? Consider construction easements and utility relocations.	☒	☐	☐
25. Is the project inconsistent with plans and goals adopted by the community?	☐	☐	☒
26. Does the project have the potential to divide or disrupt neighborhoods/communities?	☐	☐	☒
27. Does the project have the potential to disproportionately affect low-income and minority populations?	☐	☐	☒
28. Will the project require the relocation of public utilities?	☒	☐	☐
29. Will the project affect access to properties or roadways?	☐	☒	☐
30. Will the project involve changes in access control to the State Highway System (SHS)?	☐	☐	☒
31. Will the project involve the use of a temporary road, detour, or ramp closure?	☐	☐	☒
32. Will the project reduce available parking?	☐	☐	☒
33. Will the project construction encroach on state or federal lands?	☐	☐	☒
34. Will the project convert any farmland to a different use or impact any farmlands?	☐	☐	☒
Cultural Resources			
35. Is there National Register listed, or potentially eligible historic properties, or archaeological resources within or immediately adjacent to the construction area? *(Note: Caltrans PQS answers question #35)*	☐	☒	☐
36. Is the project adjacent to, or would it encroach on Tribal land?	☐	☐	☒

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For Sections B, C, and D, check appropriate box to indicate required technical studies, coordination, permits, or approvals.

B. Required Technical Studies and Analyses	C. Coordination	D. Anticipated Actions/Permits/Approvals
☒ **Traffic**		
Check one:		
☐ Traffic Study	☐ Caltrans	☐ Approval
☒ Technical Memorandum	☒ Caltrans	☒ Approval
☐ Discussion in ED Only	☐ Caltrans	☐ Approval
☒ **Noise**		
Check as applicable:		
☒ Traffic Related		
☒ Construction Related		
Check one:		
☐ Noise Study Report	☐ Caltrans	☐ Approval
☐ NADR	☐ Caltrans	☐ Approval
☒ Technical Memorandum	☒ Caltrans	☒ Approval
☐ Discussion in ED Only	☐ Caltrans	☐ Approval
☐ **Air Quality**		
Check as applicable:		
☐ Traffic Related		
☐ Construction Related		
Check one:		
☐ Air Quality Report	☐ Caltrans	☐ Approval
☐ Technical Memorandum	☐ Caltrans	☐ Approval
☐ Discussion in ED Only	☐ Caltrans	☐ Approval
	☐ FHWA	☐ Conformity Finding (23 USC 327 CEs, EAs, EISs)
	☐ Caltrans	☐ Conformity Finding (23 USC 326 CEs)
	☐ Regional Agency	☐ PM10/PM2.5 Interagency Consultation
☐ **Hazardous Materials/ Hazardous Waste**		
Check as applicable:		
☐ Initial Site Assessment (Phase 1)	☐ Caltrans	☐ Approval
☐ Preliminary Site Assessment (Phase 2)	☐ Caltrans	☐ Approval
☐ Discussion in ED Only	☐ Caltrans	☐ Approval
	☐ Cal EPA DTSC	☐ Review Database
	☐ Local Agency	☐ Review Database
☐ **Water Quality/Resources**		
Check as applicable:		
☐ Water Quality Assess. Report	☐ Caltrans	☐ Approval
☐ Technical Memorandum	☐ Caltrans	☐ Approval
☐ Discussion in ED Only	☐ Caltrans	☐ Approval
☐ **Sole-Source Aquifer (Districts 5, 6 and 11)**	☐ EPA (S.F. Regional Office)	☐ Approval of Analysis in ED
☐ **Coastal Zone**	☐ CCC	☐ Coastal Zone Consistency Determination

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B. Required Technical Studies and Analyses	C. Coordination	D. Anticipated Actions/Permits/Approvals
☒ **Floodplain**		
Check as applicable:		
☒ Location Hydraulic Study	☒ Caltrans	☒ Approval
☐ Floodplain Evaluation Report	☐ Caltrans	☐ Approval
☒ Summary Floodplain Encroachment Report	☒ Caltrans	☒ Approval
	☐ Caltrans	☐ Only Practicable Alternative Finding
	☐ FHWA	☐ Approves significant encroachments and concurs in Only Practicable Alternative Findings
☐ **Wild and Scenic Rivers**	☐ River Managing Agency	☐ Wild and Scenic Rivers Determination
☒ **Biological Resources**		
Check as applicable:		
☐ NES, Minimal Impact	☐ Caltrans	☐ Approval
☐ NES		
☒ BA	☒ Caltrans	☒ Approves for Consultation
	☒ USFWS ☒ NOAA Fisheries	☐ Section 7 Informal/Formal Consultation
☐ EFH Evaluation	☐ NOAA Fisheries	☐ MSA Consultation
If driving piles ☒ Bio-Acoustic Evaluation	☐ NOAA Fisheries	☐ Approval
☐ Technical Memorandum	☐ Caltrans	☐ Approval
☒ **Wetlands**		
Check as applicable:		
☐ WD and Assessment	☒ Caltrans	☒ Approval
	☐ ACOE	☐ Wetland Verification
	☐ NRCS	☐ Agricultural Wetland Verification
	☐ Caltrans	☐ Wetlands Only Practicable Alternative Finding
☒ **Invasive Plants**		
☐ Discussion in ED Only	☐ Caltrans	☐ Approval
☐ **Section 4(f)**		
Check as applicable:		
	☐ Caltrans	☐ Determine Temporary Occupancy
☐ De minimis	☐ Caltrans	☐ De minimis finding
☐ Programmatic 4(f) Evaluation Type: _____	☐ Caltrans	☐ Approval
☐ Individual 4(f) Evaluation	☐ Caltrans	☐ Approval
	☐ Agency with Jurisdiction ☐ SHPO ☐ DOI ☐ HUD ☐ USDA	

B. Required Technical Studies and Analyses	C. Coordination	D. Anticipated Actions/Permits/Approvals

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☐	**Section 6(f)**	☐ Agency with Jurisdiction ☐ NPS	☐ Determines Consistency with Long-Term Management Plan
		☐ NPS	☐ Approves Conversion
☒	**Visual Resources**		
	☒ Technical Memorandum	☒ Caltrans	☒ Approval
	☐ Minor VIA	☐ Caltrans	☐ Approval
	☐ Moderate VIA	☐ Caltrans	☐ Approval
	☐ Advance/Complex VIA	☐ Caltrans	☐ Approval
☐	**Relocation Impacts**		
	Check one:		
	☐ Relocation Impact Memo	☐ Caltrans	☐ Approval
	☐ Relocation Impact Study	☐ Caltrans	☐ Approval
	☐ Relocation Impact Report	☐ Caltrans	☐ Approval
☐	**Land Use and Community Impacts**		
	Check one:		
	☐ CIA	☐ Caltrans	☐ Approval
	☐ Technical Memorandum	☐ Caltrans	☐ Approval
	☐ Discussion in ED Only	☐ Caltrans	☐ Approval
☐	**Construction/Encroachment on State Lands**		
	Check as applicable:		
	☐ SLC Jurisdiction	☐ SLC	☐ SLC Lease
	☐ Caltrans Jurisdiction	☐ Caltrans	☐ Encroachment Permit
	☐ SP Jurisdiction	☐ SP	☐ Encroachment Permit
☐	**Construction/Encroachment on Federal Lands**	☐ Federal Agency with Jurisdiction	☐ Encroachment Permit
☐	**Construction/Encroachment On Indian Trust Lands**	☐ Bureau of Indian Affairs	☐ Right of Way Permit
☐	**Farmlands**		
	Check one:		
	☐ CIA	☐ Caltrans	☐ Approval
	☐ Technical Memorandum	☐ Caltrans	☐ Approval
	☐ Discussion in ED Only	☐ Caltrans	☐ Approval
	Check as applicable:		
	☐ Form AD 1006	☐ NRCS	☐ Approves Conversion
		☐ CDOC	☐ Approves Conversion
	☐ Conversion to Non-Agri Use	☐ ACOE	

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B. Required Technical Studies and Analyses	C. Coordination	D. Anticipated Actions/Permits/ Approvals
☒ **Cultural Resources** (**PQS completes this section**)	☐ Caltrans PQS	☐ Screened Undertaking
☒ APE Map	☐ Caltrans PQS and DLAE	☐ Approves APE Map
	☐ Local Preservation Groups and/or Native American Tribes	☐ Provides Comments Regarding Concerns with Project
☒ HPSR ☒ ASR ☐ HRER	☒ Caltrans	☒ Approves for Consultation
☐ Finding of Effect Report	☐ Caltrans	☐ Concurs on No Effect, No Adverse Effect with Standard Conditions
	☐ SHPO	☐ Letter of Concurrence on Eligibility, No Adverse Effect without Standard
☐ MOA	☐ Caltrans	☐ Approves MOA
	☐ SHPO	☐ Approves MOA
	☐ ACHP (if requested)	☐ Approves MOA
☐ **Permits** Copies of permits and a list of mitigation commitments are mandatory submittals following NEPA approval.	☐ ACOE	☐ Section 404 Nationwide Permit
	☐ ACOE	☐ Section 404 Individual Permit
	☐ Caltrans/ACOE/EPA ☐ USFWS ☐ NOAA Fisheries	☐ NEPA/404 Integration MOU
	☐ ACOE	☐ Rivers and Harbors Act Section 10 Permit
	☐ USCG	☐ USCG Bridge Permit
	☐ RWQCB	☐ Section 401 Water Quality Certification
	☐ CDFW	☐ Section 1602 Streambed Alteration Agreement
	☐ RWQCB	☐ NPDES Permit
	☐ CCC ☐ Local Agency	☐ Coastal Zone Permit
	☐ BCDC	☐ BCDC Permit

Notes: Additional studies may be required for other federal agencies.

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ACHP = Advisory Council on Historic Preservation
ACOE = U.S. Army Corps of Engineers
ADL = Aerially Deposited Lead
APE = Area of Potential Effect
APN = Assessor Parcel Number
ASR = Archaeological Survey Report
BA = Biological Assessment
BCDC = Bay Conservation and Development Commission
BE = Biological Evaluation
BO = Biological Opinion
Cal EPA = California Environmental Protection Agency
CCC = California Coastal Commission
CDFW = California Department of Fish and Wildlife
CDOC = California Department of Conservation
CE = Categorical Exclusion
CIA = Community Impact Assessment
CWA = Clean Water Act
DLAE = District Local Assistance Engineer
DOI = U.S. Department of Interior
DTSC = Department of Toxic Substances Control
EA = Environmental Assessment
ED = Environmental Document
EFH = Essential Fish Habitat
EIS = Environmental Impact Statement
EPA = U.S. Environmental Protection Agency
FEMA = Federal Emergency Management Agency
FHWA = Federal Highway Administration
FONSI = Finding of No Significant Impacted
FTIP = Federal Transportation Improvement Program
HPSR = Historic Property Survey Report
HRER = Historical Resources Evaluation Report
HUD = U.S. Housing and Urban Development
MOA = Memorandum of Agreement
MSA = Magnuson-Stevens Fishery Conservation and Management Act
NEPA = National Environmental Policy Act
NADR = Noise Abatement Decision Report
NES = Natural Environment Study
NHPA = National Historic Preservation Act
NOAA = National Oceanic and Atmospheric Administration
NMFS National Marine Fisheries Service
NPDES = National Pollutant Discharge Elimination System
NPS = National Park Service
NRCS = Natural Resources Conservation Service
PM10 = Particulate Matter 10 Microns in Diameter or Less
PM2.5 = Particulate Matter 2.5 Microns in Diameter or Less
PMP = Project Management Plan
PQS = Professionally Qualified Staff
ROD = Record of Decision
RTIP = Regional Transportation Improvement Program
RTP = Regional Transportation Plan
RWQCB = Regional Water Quality Control Board
SER = Standard Environmental Reference
SEP = Senior Environmental Planner
SHPO = State Historic Preservation Officer
SLC = State Lands Commission
SP = State Parks
TIP = Transportation Improvement Program
USCG = U.S. Coast Guard
USDA = U.S. Department of Agriculture
USFWS = U.S. Fish and Wildlife Service
WD = Wetland Delineation

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E. Preliminary Environmental Document Classification (NEPA)

Based on the evaluation of the project, the environmental document to be developed should be:

Check one:

- ☐ Environmental Impact Statement (*Note: Engagement with participating agencies in accordance with 23 USC 139 required)*
  - ☐ Compliance with 23 USC 139 regarding Participating Agencies required
- ☐ Complex Environmental Assessment
- ☐ Routine Environmental Assessment
- ☐ Categorical Exclusion without required technical studies.
- ☑ Categorical Exclusion with required technical studies

(if Categorical Exclusion is selected, check one of the following):

- ☑ Section 23 USC 326
  - ☑ 23 CFR 771 activity (c)(28)
  - ☐ 23 CFR 771 activity (d) (_____)
  - ☐ Activity _____ listed in the Section 23 USC 326
- ☐ Section 23 USC 327

F. Public Availability and Public Hearing

Check as applicable:

- ☑ Not Required
- ☐ Notice of Availability of Environmental Document
- ☐ Public Meeting
- ☐ Notice of Opportunity for a Public Hearing
- ☐ Public Hearing Required

G. Signatures

Local Agency Staff and/or Consultant Signature

_____	_____	_____
(Signature of Preparer)	*(Date)*	*(Telephone No.)*

_____
(Name)

Local Agency Project Engineer Signature

This document was prepared under my supervision, according to the *Local Assistance Procedures Manual,* Exhibit 6-B, "Instructions for Completing the Preliminary Environmental Study Form."

_____	_____	_____
(Signature of Local Agency)	*(Date)*	*(Telephone No.)*

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Caltrans District Professionally Qualified Staff (PQS) Signature

☐ Project does not meet definition of an "undertaking"; no further review is necessary under Section 106 ("No" Section A, #35).

☐ Project is limited to the type of activity listed in Attachment 2 of the Section 106 PA and based on the information provided in the PES Form, the project does not have the potential to affect historic properties ("No" Section A, #35).

☐ Project is limited to the type of activity listed in Attachment 2 of the Section 106 PA, but the following additional procedures or information is needed to determine the potential for effect ("To Be Determined" Section A, #35):

☐ Records Search ☐ _____ ☐ _____ ☐ _____

☐ Project meets the definition of an "undertaking"; all properties in the project area are exempt from evaluation per Attachment 4 of the Section 106 PA ("No" Section A, #35).

☑ The proposed undertaking is considered to have the potential to affect historic properties; further studies for 106 compliance are indicated in Sections B, C, and D of this PES Form ("Yes" Section A, #35).

(Signature of Professionally Qualified Staff)	10/01/2025 *(Date)*	805-458-1238 *(Telephone No.)*

The following signatures are required for all CEs, routine and complex EAs, and EISs:

Caltrans District Senior Environmental Planner (or Designee) and DLAE Signatures

I have reviewed this Preliminary Environmental Study (PES) Form and determined that the submittal is complete and sufficient. I concur with the studies to be performed and the recommended NEPA Class of Action.

(Signature of Senior Environmental Planner or Designee)	10/24/25 *(Date)*	805-478-8952 *(Telephone No.)*

(Name)

(Signature of District Local Assistance Engineer or Designee)	10/30/25 *(Date)*	805-406-4046 *(Telephone No.)*

Diana Garrett
(Name)

☐ HQ DEA Environmental Coordinator concurrence _____. Email concurrence attached.
(*date*)

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Attachment A: Notes to Support the Conclusions of the PES Form

1. No, the project will not require future construction to fully utilize the design capabilities of the proposed project.
2. No, it is not anticipated that the project will generate public controversy on environmental grounds. The County will perform outreach to the community throughout the life of the project.
3. No, the project is not considered a Type 1 project as defined in 23 CFR 772.5(h).
4. Yes, the project has the potential for adverse construction-related noise impacts to the surrounding residential neighborhood. Construction will only occur during the County's allowable daytime construction hours and will comply with all applicable local noise ordinances and regulations. The County will ensure the project plans and specifications incorporate Section 14-8 of the Caltrans Standard Specifications (Noise Control). IF piles are driven, we will have to look into for analysis and AMMs.
5. No, the project is not in a NAAQS non-attainment or maintenance area.
6. No, the project is not exempt from the requirement that a conformity determination be made.
7. No, the project is not exempt from regional conformity.
8. No, the project is not in a metropolitan non-attainment/maintenance area, is not in an isolated rural non-attainment area, and is not in a CO, PM10 and/or PM2.5 non-attainment/maintenance area.
9. Yes, there is potential for hazardous materials/waste within or immediately adjacent to the construction area. The County will test the existing bridge for lead-based paint and asbestos-containing material and if present will incorporate appropriate provisions into the contract specifications**. Apply Caltrans Standard Provision #** 14-9.02 and 14-11.08 and 14-11.09 and 14- 11.16
10. Yes, the project has the potential to impact Boronda Creek. The County will ensure the project plans and specifications incorporate Section 13, Water Pollution Control, of the Caltrans Standard Specifications, implement BMPS, and require a Stormwater Pollution Prevention Plan or Water Pollution Control Plan be prepared. The project will also comply with the water quality protection measures required by regulatory permitting agencies.
11. No, the project is not within a designated sole-source aquifer.
12. No, the project is not within the State Coastal Zone, San Francisco Bay, or Suisun Marsh.
13. Yes, the project is within the 100-year floodplain of Boronda Creek.
14. No, the project not within or immediately adjacent to a Wild and Scenic River System.
15. Yes, there is a potential for the following federally listed species to occur: California reg-legged frog, western pond turtle, and steelhead.
16. Yes, there is potential for the project to affect migratory birds (or their nests or eggs) due to vegetation removal and bridge work. Vegetation will take place outside of nesting bird season if possible. If vegetation removal takes place during nesting bird season, a biologist will conduct a nesting bird survey in the 7 days prior to removal. If active nests are found, a no-work buffer surrounding the nest will be determined in consultation with CDFW. The no-work buffer will remain in place until the biologist has confirmed the young are foraging independently or the nest has failed.
17. Yes, there is potential for wetlands to occur within or adjacent to the construction area.

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18. No, there is no potential for agricultural wetlands to occur within or adjacent to the construction area.
19. Yes, there is potential for the introduction of invasive plant species at the project site, however the plans and specifications will require that all BMPs and landscaping materials be free of invasive species. If invasive species are found at the project site they will be properly disposed of.
20. No, there are no historic sites or publicly owned public parks, recreation areas, or wildlife or waterfowl refuges (Section 4[f]) within or immediately adjacent to the construction area.
21. No, the project does not have the potential to affect properties acquired or improved with Land and Water Conservation Fund Act (Section 6[f]) funds.
22. Yes. Based on the **Attached VIA Questionnaire**, minor visual changes are anticipated to occur. Minor public concern may be expected. A Visual Memo is appropriate in this situation. Visual simulations are not necessary. Memo should be restricted to appx 10 pages.
23. No, the project will not require the relocation of residential or business properties.
24. Yes temporary construc on easements.
25. No, the project is not inconsistent with plans and goals adopted by the community.
26. No, the project does not have the potential to divide or disrupt neighborhoods/communities.
27. No, the project does not have the potential to disproportionately affect low-income and minority populations.
28. Yes, the project will require the relocation of the following public utilities: water, sewer, gas, electrical, and telephone. These services must notify customers well in advance of any service disconnect.
29. Yes, the project will temporarily affect access to properties or roadways. Vehicle, pedestrian, and bicycle access to the adjacent properties will be maintained apart from brief periods necessary to facilitate construction. The County will provide advance notification of the construction work schedule to the community and stakeholders. A traffic control plan will be incorporated into the Traffic plans and specifications. All traffic control devices will comply with the California Manual on Uniform Traffic Control Devices. There will be continued access during duration of construction.
30. No, the project will not involve changes in access control to the State Highway System.
31. This is the only access to the community it serves. Access across creek is required at all times.
32. The project will not permanently reduce the available parking.
33. No, the project construction will not encroach on state or federal lands.
34. No, the project will not convert any farmland to a different use or impact any farmlands.
35. A portion of the adjacent RSP of stone was used and will be reworked into the final project.
36. No the project is not adjacent to Tribal land.

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Caltrans District 5 Local Assistance Environmental Section 106 Documentation

Introduction

This information is being provided to you because this project has the potential to affect historic properties[1] (see PES form).

The Local Agency will need to hire qualified Cultural Resources consultants to prepare documents for compliance with Section 106 of the National Historic Preservation Act of 1966 (as amended) (NHPA) and Caltrans Programmatic Agreement (PA) with the Federal Highway Administration, California State Historic Preservation Officer (SHPO), and the Advisory Council on Historic Preservation.

Guidance for consultant qualifications can be found online at Caltrans' Standard Environmental Reference website (Volume 2, Chapter 1, Section 1.3.7).

Guidance for completing Section 106 documents may also be found online at Caltrans' Standard Environmental Reference website. Conformity to Caltrans' templates for all documentation is required. Moreover, all Section 106 documentation will require review by Caltrans Professionally Qualified Staff (PQS).

In Section B of the PES form, PQS have identified which Cultural Resources studies will be required for this project. Note that this is a preliminary opinion and may change as more project description and Cultural Resources information becomes available.

Area of Potential Effects (APE) Map

The first step in the process is to prepare a map showing the Area of Potential Effects (APE). The APE map may be prepared and submitted for review ahead of the Cultural Resources consultants starting work.

The APE map depicts the area that will be potentially affected by the project, including but not limited to, staging areas, access roads, utility relocation, temporary bridges, right-of-way acquisition and temporary construction easements[2]. Under direction of the PQS, the APE map should include the boundary of historic resources that are located within or immediately adjacent to the project area. The primary number, trinomial, or designation should be listed.

The map should be plotted on an aerial photograph or other base at a scale of approximately 1 inch = 200 ft. A maximum size of 11 inches by 17 inches is preferred, using multiple sheets as necessary. Typically, one APE line is depicted that includes all areas of direct impact, the entirety of all parcels from which there will be a right-of-way acquisition or temporary easement for construction or detour, and the boundary of any architectural history or archaeological properties. In addition to the APE boundary, and location of historic properties, the Area of Direct Impact should be delineated.

The APE map should have a title block that includes the project name, federal ID number, and three signature lines: Caltrans PQS, Local Assistance Engineer, and Local Agency Representative.

[1] Historic Properties are defined as properties listed in, or meet the criteria for listing in, the National Register of Historic Places

[2] A fuller explanation of the APE map delineation requirements can be found in the PA Attachment 3,

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Caltrans District 5 Local Assistance Environmental Section 106 Documentation

Caltrans will review and sign the APE map prior to reviewing studies as the APE map informs these reports. However, note that if historic properties are identified or the project scope changes, the APE map may require revision.

Cultural Resource Reports

Following completion of the APE map, Cultural Resources studies will need to be prepared by your consultants for submission to Caltrans[3]. At this time, your archaeological consultant should complete a records search and Sacred Lands File (SLF) search. Once results are received, please transmit to the assigned Environmental Planner. The Local Assistance Archaeologist will then initiate consultation with Native American tribes under Section 106. Refer to the *Caltrans District 5 Local Assistance Environmental Section 106 Compliance for Native American Consultation* document for further information.

Please follow the PES form or any subsequent advice from Caltrans PQS regarding what studies are required. The different reports are summarized below. Additionally, Figure 1 overleaf provides a flow chart of how the Section 106 process may be navigated.

Archaeological Survey Report (ASR), Exhibit 5.1*

Written by a professionally-qualified archaeologist, this report documents the efforts to identify archaeological resources within the Archaeological APE. It will also document the required Native American outreach efforts.

Historic Resource Evaluation Report (HRER), Exhibit 6.2*

Written by a professionally qualified architectural historian, this report documents the efforts to identify and evaluate built environment resources for the National Register of Historic Places within the Architectural APE. Each evaluation requires its own DPR form[4] appended to the HRER. After District review, this requires a 30-day review at SHPO.

When there are no resources requiring evaluation, the HRER will not be required. Caltrans PQS are available to confirm to your consultants whether resources may be exempted from evaluation or when historic evaluations are simple enough that DPR forms can be submitted without a HRER.

Historic Property Survey Report (HPSR), Exhibit 2.6*

The HPSR serves as a summary report, to which the ASR and HRER, along with additional documentation defined below, are attached. Please use the HPSR short form.

*Exhibits can be found on the Caltrans SER website at https://dot.ca.gov/programs/environmental-analysis/standard-environmental-reference-ser/volume-2-cultural-resources

[3] Reports should not be submitted until the APE map is signed by Caltrans

[4] Department of Parks and Recreation 523 Form

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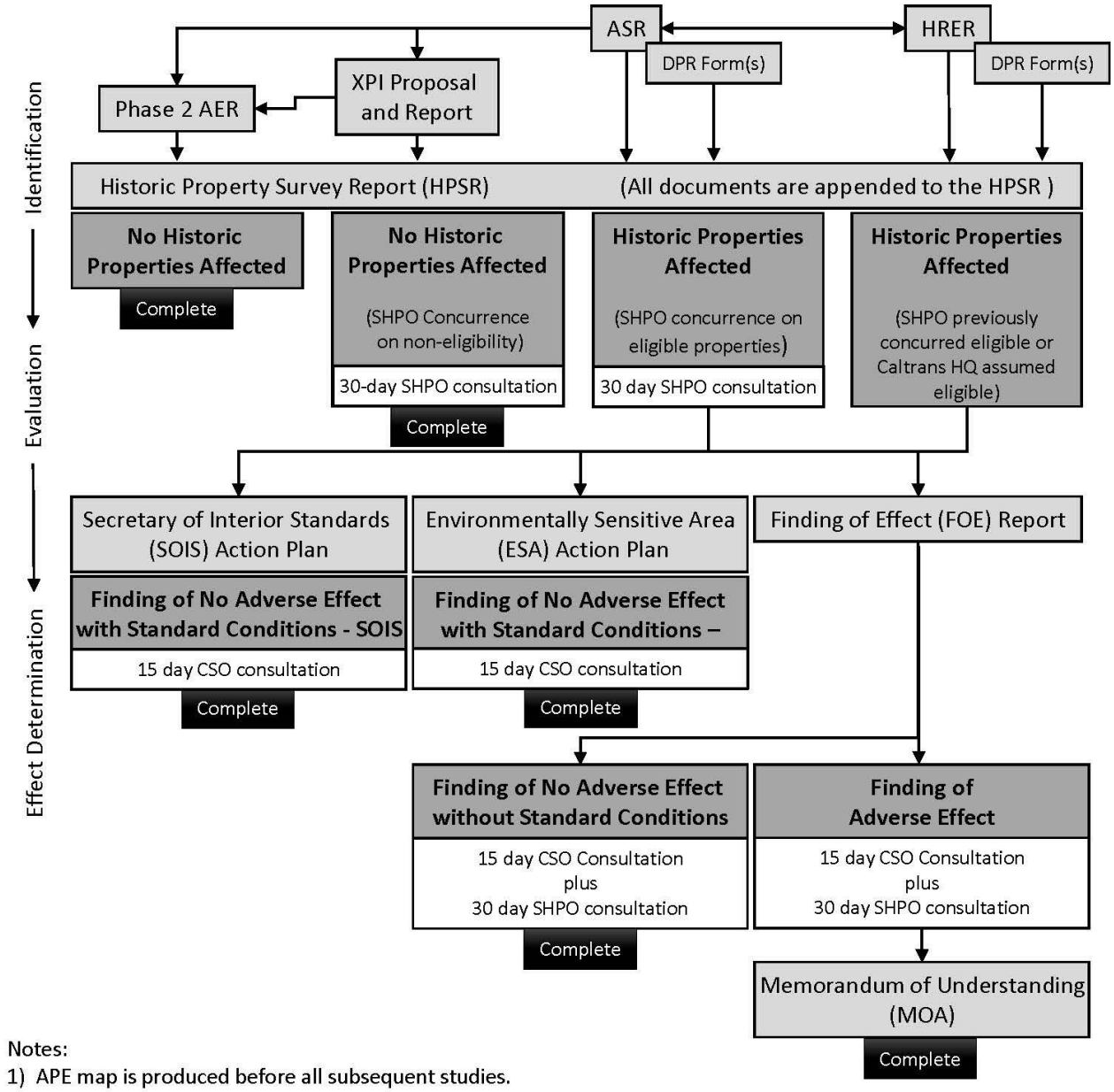
Caltrans District 5 Local Assistance Environmental Section 106 Documentation



Notes:

1) APE map is produced before all subsequent studies.
2) Historical Archaeology may be covered in both the ASR and HRER
3) Where special circumstances, such as restricted access or large property size, preclude complete evaluation of a property, Caltrans may assume eligibility through Stipulation VIII.C3 or C4 of the PA. This is undertaken through an exchange of emails between PQS and Caltrans HQ although information from the Local Agency and/or consultant may be required to inform this process. Alternatively, for archaeological sites, Caltrans may request a phased approach be undertaken. The phased approach defers evaluation until sufficient information is available and requires a Phased Implementation Plan. If an adverse effect is predicted, then a Programmatic Agreement will also need to be prepared, agreed, and signed by SHPO.

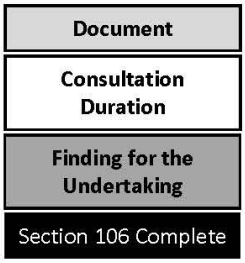


Figure 1: Flow Chart showing Section 106 process

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XPI Proposal, Testing and Report, Exhibits 5.2 & 5.3*

An Extended Phase I (XPI) identifies archaeological resources through sub-surface testing. This may be required to confirm the presence or absence of a site(s), to define site boundaries or in areas of high sensitivity for buried archaeological deposits. A proposal (Exhibit 5.2) explaining and describing the field methods to be used needs to be approved by Caltrans PQS prior to any testing. A report (Exhibit 5.3) on the results will then be prepared and submitted for Caltrans PQS review.

Archaeological Evaluation Report (AER), Exhibits 5.4 & 5.5*

The Archaeological Evaluation Report, also known as Phase II, provides the basis for determining whether an archaeological site is eligible for inclusion in the National Register. A proposal (Exhibit 5.4) describing the methods of evaluation needs to be approved by Caltrans PQS. The report (Exhibit 5.5) will then present the results of the excavation and provide recommendations on the eligibility of the site.

Data Recovery, Exhibits 5.6, 5.7, & 5.8*

Data Recovery is warranted as a mitigation measure when the project is assumed to or will have an adverse effect to an archaeological site. A Data Recovery Plan (DRP) (Exhibit 5.6) is a technical appendix to a FAE and/or a MOA. The purpose of a Data Recovery Plan is to demonstrate that Caltrans' level of effort appears justified, and the expected costs are not unreasonable. The Archaeological Data Recovery Proposal (Exhibit 5.7), also referred to as a Phase III Proposal, is different from the DRP in that it builds on the DRP research design and provides a work plan with more detailed information concerning project schedule, personnel, and cost. An Archaeological Data Recovery Report (Exhibit 5.8), also referred to as a Phase III Report, serves to communicate data recovery findings.

Post-Review Discovery Plan, Exhibits 5.11 & 5.12*

A Discovery Plan (Exhibit 5.11) is appropriate if the potential for discovery of cultural resources during construction is likely and outlines the process that Caltrans and the Local Agency will implement to address potential adverse effect in the event that such resources are encountered. It is also possible to conduct a reasonable and good faith effort to identify historic properties during the planning phase of a project and still encounter previously unrecorded archeological resources during the project's implementation. In these instances, a Post-Review Discovery – Without Plan (Exhibit 5.12) will be followed.

Finding of Effect (FOE)

When Caltrans PQS has determined that a No Historic Properties Affected Finding is not appropriate, then the effects of the project on historic properties must be assessed. There are two effect findings - No Adverse Effect and Adverse Effect. A Finding of No Adverse Effect can be with or without standard conditions (SOIS or ESA). Please consult with Caltrans PQS to determine the appropriate finding:

a) Finding of No Adverse Effect - Secretary of Interior Standards (SOIS) (Exhibit 2.12*). This plan uses the Secretary of the Interior's Standards for the Treatment of Historic Properties. It is

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typically used to protect and preserve eligible built environment properties. Following District review, this requires a 15-day review at Caltrans HQ, Sacramento (CSO).

b) Finding of No Adverse Effect - Environmentally Sensitive Area (ESA) (Exhibit 2.11*). This plan protects archaeological sites or historic properties that need some measure of active protection during the implementation of a project. Following District review, this requires a 15-day review at CSO.

c) Finding of No Adverse Effect (Exhibit 2.8*). This is used when the project's effects are not adverse but the standard conditions (SOIS or ESA) cannot be used or are preferred not to be used. Following District review, this requires a 15-day review at CSO, followed by a 30-day review at SHPO.

d) Finding of Adverse Effect (Exhibit 2.9*). This document is completed when the project will have an adverse effect to a historic property. Following District review, this requires a 15-day review at CSO, followed by a 30-day review at SHPO.

Memorandum of Agreement (MOA) and Agreement Documents (Exhibit 2.10*)

When an Adverse Effect to Historic Properties can't be avoided, CSO and SHPO enter into a Memorandum of Agreement (MOA) to resolve the adverse effects. A MOA is a legally binding document that is also signed by secondary stakeholders including Caltrans District 5 and the Local Agency. There is no standard review time for the SHPO to sign a MOA.

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Caltrans D5 Local Assistance Environmental Section 106 Compliance for Native American Consultation

This document outlines procedures and protocol for conducting Native American consultation as part of Section 106 compliance for Caltrans District 5 Office of Local Assistance (OLA). The goal is to ensure meaningful consultation with Native American Tribes, including both Federally and non-Federally recognized Tribes consistent with legal and regulatory requirements, and respectful of tribal sovereignty and cultural heritage through good faith consultation efforts.

Native American Tribes hold a special consultative role in the context of federal and state historic preservation compliance due to their unique relationship to archaeological sites, sacred/ceremonial areas, and traditional cultural properties and landscapes.

Roles and Responsibilities

Caltrans Local Assistance Archaeologist

The Caltrans Local Assistance Archaeologist is responsible for overseeing and conducting all aspects of Section 106 consultation with Native American Tribes. This includes preparing and sending consultation letters, coordinating and participating in consultation activities, and ensuring compliance with Caltrans protocols throughout the process. The Caltrans Local Assistance Archaeologist manages the entire consultation process, maintaining consistency and ensuring that tribal concerns are adequately captured and addressed.

Caltrans Environmental Generalist

The Generalist remains the main point of contact for communication for Local Agencies and their Consultants. The Generalist will coordinate the scheduling of consultation meetings. The Local Assistance Generalists have been trained in and abide by confidentiality practices surrounding cultural resources and tribal knowledge.

Local Agencies

Local Agencies are responsible for collaborating with Caltrans Local Assistance Archaeologist and the Tribes during the consultation process. They must provide project information, participate in meetings, and assist with the coordination of any necessary site visits. Local Agencies are encouraged to establish strong working relationships with tribal governments, in cooperation with Caltrans, to promote effective cross-jurisdictional planning and collaboration among all parties and stakeholders.

Cultural Consultants

Cultural consultants engaged by the Local Agency are responsible for providing expertise on archaeological and cultural resource management and issues. They will present cultural resource findings, cultural sensitivity analyses, and recommendations during the consultation process.

Consultation Process

Step 1: Preparation for Consultation

Before Caltrans Local Assistance Archaeologist can initiate consultation, the following preparatory steps must be completed:

- Area of Potential Effects (APE) Approval: The APE must be approved by Caltrans D5 Local Assistance Archaeologist and D5 OLA.
- Sacred Lands File Search: Caltrans will perform a Sacred Lands File search through the Native American Heritage Commission (NAHC).
- NWIC Record Search: The Local Agency or their consultants are responsible for obtaining the

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Northwest Information Center (NWIC) record search results. The results must be transmitted to Caltrans.

Step 2: Sending Consultation Letters
Once the above preparatory steps are complete, the Caltrans Local Assistance Archaeologist will prepare and transmit consultation letters to the Tribes identified by the NAHC. These letters will provide a general project description, any resources that have been previously identified, Sacred Lands File search results, mapping, and invite the Tribes to participate in the consultation process under Section 106. After 14 days, Caltrans Local Assistance Archaeologist will follow-up with tribes who did not respond to the original letter.

Consultation logs will be prepared and maintained by the Caltrans Local Assistance Archaeologist. The consultation log and associated documents will be transmitted to the Local Agency after follow-up communications are conducted. During preparation of Section 106 documents that include Native American consultation sections, please request updated consultation logs for inclusion in the document. As consultation is ongoing, these sections may need updating.

Step 3: Responding to Tribal Requests for Consultation
If a Tribe requests consultation or information about the project, a virtual meeting will be scheduled with the participation of the Caltrans Local Assistance Archaeologist, the Local Agency, the Cultural Consultants, and the Tribe. The meeting will have four parts:
1. Discussion of Project Elements: During the meeting, the Local Agency will present the project elements through visuals and answer any questions from the Tribe.
2. Archaeological and Cultural Resource Discussion: Cultural consultants will present any archaeological findings, site sensitivity analyses, or other relevant information. APE maps or other visuals should be utilized.
3. Section 106 Compliance Planning: The meeting will conclude with a discussion of the Section 106 compliance plan, including the proposed finding for the project or plans for further technical studies. The Caltrans Local Assistance Archaeologist will generally present on this topic.
4. Questions, comments, or concerns can be addressed in an open discussion at the end of the meeting.

Step 4: Site Visits
If warranted, a site visit may be arranged following the virtual meeting. The site visit will include representatives from the Caltrans Local Assistance Archaeologist, the Local Agency, their consultants, and the Tribe. The purpose of the visit is to allow for an on-the-ground evaluation of the project area and to facilitate further discussion of cultural resources.

Step 5: Ongoing Consultation
Consultation with Native American Tribes should be an ongoing process throughout the life of the project. Early and frequent consultation is required, especially if there are changes to the project description or scope. The Caltrans Local Assistance Archaeologist will determine when updated consultation is necessary and will coordinate as needed.

Tribal members may participate in identification, evaluation, mitigation, and minimization efforts, through survey and sub-surface identification, data recovery, monitoring, and document review. If Tribes request to participate in document review, it does not run concurrently with Caltrans review, and will occur after Caltrans has ensured the document meets Section 106 standards. Local agencies may need to contract directly with Tribes for their services.

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Compliance with NEPA and Section 106 Responsibilities

In California, the FHWA has assigned, and Caltrans has assumed, all the U.S. Department of Transportation's responsibilities under the National Environmental Policy Act (NEPA) and serves as both the Lead Federal Agency and Federal Agency Official for federal-aid highway projects. This arrangement is codified in both the NEPA Assignment Memoranda of Understanding (NEPA MOU) and the Section 106 Programmatic Agreement (106 PA). Under these agreements, Caltrans assumes the lead on project-level consultations with Native American Tribes.

In carrying out both its NEPA and Section 106 responsibilities, Caltrans is responsible and accountable for conducting consultation with Native American Tribes in a manner that recognizes the federal government-to-government relationship and is respectful of tribal sovereignty. Caltrans' federally assigned responsibilities also apply to all locally sponsored transportation projects that receive federal aid highway funds (the Local Assistance Program). Caltrans oversees all Local Assistance projects to ensure compliance with federal standards under both NEPA and Section 106, including tribal engagement and consultation.

If requested by the Tribe, consultation can also occur directly from the Tribe with FHWA through government-to-government consultation.

Conclusion

The Section 106 consultation process with Native American Tribes is a critical component of Section 106 compliance. All consultation activities must be conducted with the involvement of the Caltrans Local Assistance Archaeologist and in accordance with Caltrans protocols. By engaging Tribes early and often, Caltrans and Local Agencies can ensure that tribal concerns are adequately addressed, and that projects are developed in a manner that respects and protects cultural resources whenever possible and takes into account tribal perspectives.

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Caltrans District 5 NMFS PBA
Project Checklist / Notification

Instructions: Edit Title for whichever is relevant (Checklist or Notification). Do not delete components of this template because this is part of the PBO. Delete Instructions when complete.

Checklist or Notification (check appropriate) & Date Submitted:

☐ Checklist Date: ☐ Notification Date:

Project Name:		
Hwy/PM:	EA:	County:
Federal Nexus:	Biologist:	
Watershed(s)[1]:		
Affected Waterbody(ies):		

Covered Species ESU-DPS/Resource/Habitat (check all applicable):

☐ CCC Coho	☐ CCC Coho CH	☐ Migratory Habitat
☐ CCC Steelhead	☐ CCC Steelhead CH	☐ Rearing Habitat
☐ SCCC Steelhead	☐ SCCC Steelhead CH	☐ Spawning Habitat
☐ SC Steelhead	☐ SC Steelhead CH	☐ Riparian Habitat
☐ Pacific Coast Salmon EFH	☐ Pacific Coast Groundfish EFH	☐ Coastal Pelagic Species EFH

Programmatic Category (relative to pre-construction coordination/approval from NMFS):

☐ 1 (pre-coordination not required) ☐ 2 (pre-coordination and approval required)

Project Activities Potentially Affecting Covered Species (check all applicable):

☐ Geotechnical Drilling	☐ Road Widening & New Lanes
☐ Building Staging Areas & Access Roads	☐ Repairing & Rehabilitating Culverts & Bridges
☐ Constructing Temporary Stream Crossings	☐ Replacing Culverts
☐ Dewatering & Diverting Water Around Work Areas	☐ Replacing & Installing Bridges
☐ Removing & Relocating Species	☐ Pile Driving
☐ Clearing Sediment & Debris	☐ Installing Fish Passage Improvements
☐ Bank Stabilization, Scour & Erosion Control	☐ Installing Aquatic Habitat Features
☐ Vegetation Management	☐ Revegetation

Anticipated Key Project Milestone Dates (relevant to PBO):

Category 1 Documentation Complete:
Category 2 Early Coordination with NMFS (start date):
Category 2 Project Notification Report Target Submittal:
Category 2 NMFS Approval Target Due:
Construction Period (Start [Award] – Close [Acceptance]):

Project Description and justification for category assignment (added pages as needed):

[1] *SF Coastal South, Monterey Bay, Pajaro, Salinas-Estrella, Central Coastal, Santa Maria-Cuyama, San Antonio, Santa Ynez, Santa Barbara Coastal*

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Caltrans District 5 NMFS PBA
Project Notification

Instructions: Add Checklist as a "Cover Page". Do not delete components of this template because this is part of the PBO. Copy/add info if project will impact more than one ESU-DPS-Resource/Watershed/Waterbody/Habitat Type. Add pages for relevant attachments, including title pages for the attachment. Insert all pages into one combined document for submitting to NMFS. Delete instructions when complete.

ESU-DPS-Resource/Watershed/Waterbody/Habitat Type[1]:

_____

Anticipated Category 2 Adverse Impacts[2]:

Check Box	Impact Type	Linear (ft)	Area (ac)	Volume (CY)
	Covered Species present during geotech drilling			
	Temporary staging/storage/access			
	Temporary stream crossing			
	Temporary dewatering/diversion			
	Temporary disturbance for habitat improvements			
	Total temporary aquatic impacts			
	Total temporary riparian impacts			
	Handling Covered Species			
	Net change in natural substrate			
	Net change in LWD			
	Perpetuate existing hard armoring			
	Net change in hard armoring			
	Net change in aquatic vegetation			
	Net change in riparian vegetation			
	Modify fish passage or improve existing barrier			
	Aquatic habitat improvement			
	Pile driving when Covered Species present			
	Other:			

Description of Anticipated Adverse Impacts:

Site-Specific Avoidance/Minimization Measures (other than Program-Wide and Activity-Specific BMPs from PBO):

Description of Improvements, Beneficial Effects and Mitigation Measures (if relevant):

[1] *See Checklist or Notification Page 1.*
[2] *Per Species ESU-DPS/Protected Habitat/Watershed/Waterbody/Habitat Type; impacts to relevant Protected Resources.*

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Caltrans District 5 NMFS PBA
Project Notification

Instructions: Add Checklist as a "Cover Page". Do not delete components of this template because this is part of the PBO. Copy/add info if project will impact more than one ESU-DPS-Resource/Watershed/Waterbody/Habitat Type. Add pages for relevant attachments, including title pages for the attachment. Insert all pages into one combined document for submitting to NMFS. Delete instructions when complete.

Relevant Attachments:

- ☐ Impact Map
- ☐ Project Plans
- ☐ Hydraulic Study
- ☐ Contractor's Dewatering/Diversion Plan
- ☐ Fish Handling & Relocation Plan
- ☐ Concept Mitigation Plan
- ☐ Hydroacoustic Analysis
- ☐ Fish Passage Plan
- ☐ Mitigation and Monitoring Plan
- ☐ Other:

BRIDGE INSPECTION REPORT
NSTM Inspection

BRIDGE NO.: **44C0099**
STRUCTURE NAME: **CARMEL RIVER**
INSPECTION DATE: **April 16, 2025**

BRIDGE LOCATION INFORMATION

(9) LOCATION	0.5 MI S CARMEL VALLEY RD	(7) FACILITY CARRIED	BORONDA RD
(11) POSTMILE	0	(6) FEATURE INTERSECTED	CARMEL RIVER
(16) LATITUDE	36°29'23.15"	(5) INVENTORY RTE(ON/UNDER)	ON 140000000
(17) LONGITUDE	121°44'56.27"	(104) ON NATIONAL HIGHWAY SYSTEM	NOT ON NHS

STRUCTURAL HEALTH CONDITION SUMMARY INFORMATION

(58) DECK	(5 FAIR)	DECK AREA $(M)^2$	193
(59) SUPERSTRUCTURE	6 SATISFACTORY	PAINT CONDITION	77
(60) SUBSTRUCTURE	(7 GOOD)	(113) SCOUR	U UNKNOWN FOUNDATION
(62) CULVERT	N N/A (NBI)		
(67) STRUCTURE EVALUATION	5 ABOVE MIN TOLERABLE		

PHOTOGRAPH IDENTIFICATION

Routine-Roadway View (06/16/2020)

Routine-Elevation View (06/16/2020)

Routine-Underside View (06/16/2020)

Routine-Map View (09/13/2022)

TEAM LEADER: Lkhagvasuren Batbaatar
REPORT AUTHOR: Lkhagvasuren Batbaatar
INSPECTED BY: L.Batbaatar/EM.Castro

Lkhagvasuren Batbaatar (Registered Civil Engineer) — 7/1/2025 Date

PROFESSIONAL ENGINEER — REGISTERED — STATE OF CALIFORNIA
Lkhagvasuren Batbaatar
No. 96917
Exp. 12/31/2026
CIVIL

STRUCTURE OVERVIEW

AGENCY INFORMATION

(1) STATE NAME	CALIFORNIA 069
(2) HIGHWAY DISTRICT	05
(3) COUNTY CODE	(44)MONTEREY
(4) PLACE CODE	(00000) _____
(21) MAINTAIN	02 COUNTY HWY AGENCY
(22) OWNER	02 COUNTY HWY AGENCY
(98) BORDER BRIDGE STATE CODE	N/A % SHARE N/A
(99) BORDER BRIDGE STRUCTURE NUMBER	N/A

INSPECTION INFORMATION

(90) INSPECTION DATE	06/24	(91) FREQUENCY	24 MO
(92) CRITICAL FEATURE INSPECTION		(93)	CFI DATE
A) NSTM INSP	Y-YES	24 MO A)	04/25
B) UNDERWATER INSP	N-NO	MO B)	N/A
C) OTHER SPECIAL INSP	N-NO	MO C)	N/A

SNBI ITEMS USED TO CHECK INSPECTION FREQUENCY

(B.C.09) CHANNEL CONDITION RATING	7 Good	(B.C.15) UW CONDITION RATING	N Not Applicable
(B.C.10) CHANNEL PROTECTION RATING		(B.AP.03) SCOUR VULNERABILITY RATING	U Unknown Foundation
(B.C.11) SCOUR CONDITION RATING	T - Temporary	(B.LR.08) ROUTINE PERMIT LOADS	B) Restricted routine permits
(B.C.14) NSTM CONDITION RATING	6 Satisfactory	(B.IR.02) FATIGUE DETAILS	E/E' details are present

CONSTRUCTION INFORMATION

(27) YEAR BUILT	1946	(45) MAIN SPANS	4	(43a) STRUCTURE TYPE MAIN	4: STEEL CONT
(106) YEAR MODIFIED	N/A	(46) APPR SPANS	0	(43b) DESIGN TYPE MAIN	03: GIRDER & FLOORBEAM S
(34) SKEW	5	(48) MAX SPAN (M)	14	(44a) STRUCTURE TYPE APPR	0: OTHER/ NOT APPLICABLE
(49) LENGTH (M)	49.4	(35) STR FLARE	0-NO	(44b) DESIGN TYPE APPR	00: OTHER/NOT APPLICABLE
(112) NBIS BR LENGTH	Y	JOINTS	0	NO. OF HINGES	0

STRUCTURE DESCRIPTION

Four span continuous rolled steel girders (2) with an open steel grate deck on rolled steel floor beams (108) supported by RC seat abutments as well as piers consisting of a steel cap on 2-foot-high steel columns (3, two rolled angles welded together) on RC pier walls. The foundation type is unknown. Non-monolithic wingwalls at the abutments constructed of pierced steel planking (Marston mat).

SPAN CONFIGURATION

1 @ 33.0 ft, 1 @ 46.0 ft, 1 @ 45.0 ft, 1 @ 35.0 ft

OPERATIONAL INFORMATION

LOAD CAPACITY

(31) DESIGN LOAD	0 UNKNOWN	(65) CALC METHOD	1 LF LOAD FACTOR
(66) INVENTORY RATING	RF=0.65 =>21.1 metric tons	(63) CALC METHOD	1 LF LOAD FACTOR
(64) OPERATING RATING	RF=1.08 =>35.0 metric tons	(70) BRIDGE POSTING	5 AT/ABOVE LEGAL LOADS
(41) STRUCTURE STATUS	A-OPEN, NO RESTRICTION	PERMIT RATING	OXXXX
OVERLAY THICKNESS	0 inches		

POSTING LOADS

	Safe Loads	Existing Ordinance/Order	Posting Signs	
Type 3	Legal			U.S. Tons
Type 3S2	Legal			U.S. Tons
Type 3-3	Legal			U.S. Tons
Speed	25			MPH

Additional Ordinance/Order Requirements

NONE

Additional Signs

ONE LANE BRIDGE

Posting Order Date

Load Rating Summary Date 04/08/09

Load Rating Type Calculated

Load Rating Tool - Date VIRTIS - 03/16/09

MINIMUM VERTICAL CLEARANCE

(53) MIN VERT CLEAR OVER BRIDGE RDWY		Unimpaired
(54) MIN VERT UNDERCLEAR REF	N-NOT H/RR	0.00 M

MINIMUM LATERAL UNDERCLEARANCE

(55) MIN LAT UNDERCLEAR RT REF	N-NOT H/RR	0.0 M
(56) MIN LAT UNDERCLEAR LT		0.0 M

CONDITION INFORMATION

INSPECTION COMMENTARY

SCOPE AND ACCESS

A non-redundant steel tension member (NSTM) inspection was performed on 04/16/2025 by Lkhagvasuren Batbaatar from the Office of Specialty Investigations.

The structure was accessed with the UBIT operated by Eric Castro. Lane closures and traffic control were provided by the Monterey County maintenance crew.

The investigation was conducted in accordance with the Fracture Critical Member Inspection Plan, dated 04/20/2011.

NON-REDUNDANT STEEL TENSION MEMBER INSPECTION

A hands-on visual inspection was performed on the steel girders in Spans 1 to 4. No fractures or cracks were found.

Minor pack rust was noted at the end of the Girder 1 and 2 cover plates in Span 2. This defect will continue to be monitored during future inspections.

SPECIAL INSPECTION INFORMATION

STEEL INVESTIGATION DETAILS

This structure qualifies for an in-depth Steel investigation because it possesses the following non-redundant steel tension members (NSTM) or fatigue prone details :

Beam(Rolled): NSTM with Category D Welds, Category E Welds

NSTMI Required	Yes	Last NSTMI	04/16/2025	NSTMI Freq.	24	months	Next NSTM Inspection	04/16/2027

UNDERWATER INVESTIGATION DETAILS - NOT APPLICABLE FOR THIS BRIDGE.

DECK AND ROADWAY

DECK CROSS SECTION

0.25 ft br, 1.46 ft cu, 9.5 ft, 1.46 ft cu, 0.25 ft br

DECK GEOMETRY

(49)	LENGTH	49.4 M
(51)	NET WIDTH	2.9 M
(52)	TOTAL WIDTH	3.9 M
(50)	CURB OR SIDEWALK	LEFT 0.4 M RIGHT 0.4 M
(32)	APPROACH RDWY WIDTH	7.3 M
(33)	BRIDGE MEDIAN	0 NO MEDIAN

DECK STRUCTURE INFORMATION

(107)	DECK STRUCTURE TYPE	3-OPEN GRATING
(108)	WEARING SURFACE / PROTECTIVE SYSTEM	
A)	TYPE OF WEARING SURFACE	0-NONE
B)	TYPE OF MEMBRANE	0-NONE
C)	TYPE OF DECK PROTECTION	0-NONE
	OVERLAY THICKNESS (inches)	0 inches
(29)	AVERAGE DAILY TRAFFIC	1100
(30)	YEAR OF ADT 2017	(109) TRUCK ADT % 5 %
(19)	BYPASS, DETOUR LENGTH	199 KM
(114)	FUTURE ADT	2661
(115)	YEAR OF FUTURE ADT	2046
(37)	HISTORICAL SIGNIFICANCE	5: NOT ELIGIBLE FOR NRHP

DECK ROADWAY/OPERATIONAL INFORMATION

(42a)	TYPE OF SERVICE	1-HIGHWAY
(12)	BASE HIGHWAY NETWORK	0-NOT ON NET
(13)	LRS INVENTORY RTE & SUBRTE	
(104)	NATIONAL HIGHWAY SYSTEM	0-NOT ON NHS
(26)	FUNCTIONAL CLASS	09-LOCAL RURAL
(100)	DEFENSE HIGHWAY	0-NOT STRAHNET
(101)	PARALLEL STRUCTURE	N-NONE EXISTS
(102)	DIRECTION OF TRAFFIC	3-1 LANE, 2 WAY
(10)	INVENTORY ROUTE MIN VERT CLEAR	99.99 M
(47)	INVENTORY ROUTE TOTAL HORIZ CLEAR	2.9 M
(68)	DECK GEOMETRY	2 INTOLERABLE - REPLACE
(72)	APPR ROADWAY ALIGN	8 EQUAL DESIRABLE CRIT
(105)	FEDERAL LANDS HWY	0-NOT APPLICABLE
(110)	DESIGNATED NATIONAL NETWORK	0-NOT ON NET
(20)	TOLL	3-ON FREE ROAD
(28a)	LANES	1
	SPEED	25
(103)	TEMPORARY STRUCTURE	N/A

DECK ELEMENT INSPECTION RATINGS AND NOTES

(58) DECK RATING = (5)

Elem No.	Defect/ Prot	Defect	Element Description	Env	Total Qty	Units	Qty in each Condition State CS 1	CS 2	CS 3	CS 4
28			**Steel Deck-Open Grid**	2	193	sq.m	50	143	0	0
	1000		**Corrosion**	2	143		0	143	0	0

(28-1000) Corrosion

The paint is no longer effective with light surface rust throughout the steel open grid decking. For examples, refer to Photo 2 dated 6/14/2016 as well as Photos 3 and 4 dated 6/20/2022.

The 2008 outstanding work recommendation to clean and repaint the steel deck is still valid.

JOINT - APPROACH - RAIL

RAIL INFORMATION

(36a) Rail Code 0 (36b) Transition 0 (36c) Appr Guardrail 0 (36d) Appr Guardrail End 0 Roadway Speed 25 MPH

JOINT/APPROACH/RAIL ELEMENT INSPECTION RATINGS AND NOTES

Elem No.	Defect/ Prot	Defect	Element Description	Env	Total Qty	Units	Qty in each Condition State CS 1	CS 2	CS 3	CS 4
330			**Railing-Metal**	2	99	m	99	0	0	0

(330) Railing-Metal

There were no significant defects noted.

SUPERSTRUCTURE

SUPERSTRUCTURE ELEMENT INSPECTION RATINGS AND NOTES

(59) SUPERSTRUCTURE RATING = 6

Elem No.	Defect/ Prot	Defect	Element Description	Env	Total Qty	Units	Qty in each Condition State CS 1	CS 2	CS 3	CS 4
107			**Girder/Beam-Steel**	2	99	m	0	97	2	0
	1000		**Corrosion**	2	99		0	97	2	0
	515		**Steel Coating-Paint**	2	189	sq.m	147	0	0	42
		3450	**Paint Sys Breakdown (Steel PC)**	2	189		147	0	0	42

(107) Girder/Beam-Steel

Non-Routine Inspection Element Notes:
NSTMI (04/16/2025): See the report narrative for the list of members that were inspected.

(107-1000) Corrosion

Routine Inspection Element Notes:
The top flange of both girders is located at the deck level adjacent to the curbs and is visible for inspection. The top flange has surface rust throughout the length of the bridge. Refer to Photos 5 and 6 dated 6/20/2022. In addition, the girders have rust along the edges of both the top and bottom flanges. For examples, refer to Photos 1 and 2 dated 4/29/2013 and Photo 1 dated 5/9/2019.

The 2008 outstanding work recommendation to clean and repaint the steel superstructure elements throughout the structure is still valid.

Non-Routine Inspection Element Notes:
NSTMI (04/16/2025): See the report narrative for description of the defects (1.2 m in CS3).

(107-515-3450) Paint Sys Breakdown (Steel PC)

The top flange of both girders is located at the deck level adjacent to the curbs and is visible for inspection. Any paint that was present on these portions of the girders is no longer present. Refer to Photos 5 and 6 dated 6/20/2022. The paint throughout the remainder of the girders is dirty, chalky and faded. In addition, the paint is no longer effective where rust has formed on the edges of the top and bottom flanges, which is present on approximately 10% of the surface area. For examples, refer to Photos 1 and 2 dated 4/29/2013 and Photo 1 dated 5/9/2019.

The 2008 outstanding work recommendation to clean and repaint the steel superstructure elements throughout the structure is still valid.

SUPERSTRUCTURE

SUPERSTRUCTURE ELEMENT INSPECTION RATINGS AND NOTES

(59) SUPERSTRUCTURE RATING = 6

Elem No.	Defect/ Prot	Defect	Element Description	Env	Total Qty	Units	Qty in each Condition State CS 1	CS 2	CS 3	CS 4
152			**Floor Beam-Steel**	2	296	m	0	296	0	0
	1000		**Corrosion**	2	296		0	296	0	0
	515		**Steel Coating-Paint**	2	188	sq.m	141	0	0	47
		3450	**Paint Sys Breakdown (Steel PC)**	2	188		141	0	0	47

(152-1000) Corrosion

The floor beams have surface rust on the edges of the top and bottom flanges. For examples, refer to Photo 2 dated 6/14/2016 and Photo 4 dated 6/20/2022. In addition, surface rust is also present throughout the top surface of the top flange of each floor beam, which are visible through the open grid deck.

The 2008 outstanding work recommendation to clean and repaint the steel superstructure elements throughout the structure is still valid.

(152-515-3450) Paint Sys Breakdown (Steel PC)

The paint throughout the floor beams is dirty, chalky and faded. The paint is no longer effective where rust has formed on the top surface of the top flanges. In addition, the paint has failed on the edges of the top and bottom flanges. For examples, refer to Photo 2 dated 6/14/2016 and Photo 4 dated 6/20/2022.

The 2008 outstanding work recommendation to clean and repaint the steel superstructure elements throughout the structure is still valid.

SUPERSTRUCTURE

SUPERSTRUCTURE PHOTOGRAPHS

Photo 1
Side view

Photo 2
Underside view

Photo 3
Typical pack rust at the end of cover plate

SUBSTRUCTURE

DESCRIPTION UNDER STRUCTURE

(42b)	TYPE OF SERVICE UNDER	5-WATERWAY	(38)	NAVIGATION CONTROL	0: NO CONTROL
(69)	UNDERCLEARANCES V - H	N NOT APPLICABLE (NBI)	(111)	PIER PROTECTION	**N/A**
(71)	WATER ADEQUACY	6 EQUAL MINIMUM	(39)	NAVIGATION VERTICAL CLEARANCE	0.0 M
(61)	CHANNEL PROTECTION	7 MINOR DAMAGE	(116)	VERT-LIFT BRIDGE NAV MIN VERTICAL CLEAR	M
(113)	SCOUR	U UNKNOWN FOUNDATION	(40)	NAVIGATION HORIZONTAL CLEARANCE	0.0 M
	SCOUR POA DATE	03/05/2010			

CHANNEL DESCRIPTION

Cobbles, sand and gravel. Moderate vegetation. There is RSP along the channel embankments at Abutment 1 and around Pier 2 consisting of 1 to 5 foot diameter rocks.

SUBSTRUCTURE ELEMENT INSPECTION RATINGS AND NOTES

(60) SUBSTRUCTURE RATING = (7)

Elem No.	Defect/ Prot	Defect	Element Description	Env	Total Qty	Units	Qty in each Condition State CS 1	CS 2	CS 3	CS 4
202			**Column-Steel**	2	9	each	9	0	0	0
	515		**Steel Coating-Paint**	2	7	sq.m	7	0	0	0
		3450	**Paint Sys Breakdown (Steel PC)**	2	7		7	0	0	0

SUBSTRUCTURE

SUBSTRUCTURE ELEMENT INSPECTION RATINGS AND NOTES

(60) SUBSTRUCTURE RATING = (7)

Elem No.	Defect/ Prot	Defect	Element Description	Env	Total Qty	Units	Qty in each Condition State CS 1	CS 2	CS 3	CS 4
(202) Column-Steel										
There were no significant defects noted.										
(202-515-3450) Paint Sys Breakdown (Steel PC)										
The paint system is dirty and chalky.										
The 2008 outstanding work recommendation to clean and repaint the steel substructure elements throughout the structure is still valid.										
215			**Abutment-RC**	2	8	m	8	0	0	0
(215) Abutment-RC										
There were no significant defects noted.										
231			**Pier Cap-Steel**	2	12	m	12	0	0	0
	515		**Steel Coating-Paint**	2	15	sq.m	15	0	0	0
		3450	**Paint Sys Breakdown (Steel PC)**	2	15		15	0	0	0
(231) Pier Cap-Steel										
There were no significant defects noted.										
(231-515-3450) Paint Sys Breakdown (Steel PC)										
The paint system is dirty and chalky.										
The 2008 outstanding work recommendation to clean and repaint the steel substructure elements throughout the structure is still valid.										
256			**Slope Protection**	2	2	ea.	2	0	0	0
(256) Slope Protection										
There were no significant defects noted.										

WORK RECOMMENDATIONS

DECK WORK RECOMMENDATIONS

Rec Date	07/01/2008	Work By	LOCAL AGENCY	Est Cost		Dist Target
Status	PROPOSED	Action	Deck-Misc	Str Target	ROUTINE	EA

Clean and repaint the steel deck throughout the structure.

JOINT/APPR/RAIL WORK RECOMMENDATIONS - NONE

SUPERSTRUCTURE WORK RECOMMENDATIONS - NONE

SUBSTRUCTURE WORK RECOMMENDATIONS - NONE

OTHER WORK RECOMMENDATIONS

Rec Date	07/01/2008	Work By	LOCAL AGENCY	Est Cost		Dist Target
Status	PROPOSED	Action	Paint Bridge Substru	Str Target	ROUTINE	EA

Clean and repaint the steel substructure elements throughout the structure.

Rec Date	07/01/2008	Work By	LOCAL AGENCY	Est Cost		Dist Target
Status	PROPOSED	Action	Paint Bridge Superst	Str Target	ROUTINE	EA

Clean and repaint the steel superstructure elements throughout the structure.

Photo #1
Side view

Photo #2
Underside view

Photo #3
Typical pack rust at the end of cover plate

Attachment F

County of Monterey
PUBLIC WORKS, FACILITIES AND PARKS
Randell Ishii, MS, PE, TE, PTOE, Director

1441 Schilling Place, 2nd Floor
Salinas, CA 93901
O: 831 755 4800
F: 831 755 4958

January 15, 2026

ADDENDUM NO. 2

REQUEST FOR PROPOSAL #10964
TO PROVIDE BRIDGE DESIGN SERVICES
FOR
BORONDA ROAD BRIDGE REPLACEMENT PROJECT
County Project No. 1181
Federal Aid Project No: BRLO-5944(150)

Proposals Are Due: January 29, 2026 at 4:00 pm (PST)

The purpose of the Addendum is to provide answers to questions received to date, post project documents as reference to this RFP and extend the proposal due date.

A signed copy of **Addendum #2** must be submitted along with your original bid proposal package. If this acknowledgement signature page is not submitted with your proposal package, your entire proposal package may be deemed non-responsive. It is the CONTRACTORS responsibility to ensure all items in the Addendum are included in the original bid proposal package.

Receipt of Addendum #2 for RFP 10964 has been received and all requested information included in the original proposal package.

_____ _____
Authorized Company Signature *Printed Name*

_____ _____
Company Name *Date*

The questions received to date are the following, along with their respective responses:

1. ***Question: The RFP references that a Fee Schedule (Attachment J) be submitted in a separate sealed envelope apart from the proposer's technical proposal. However, there is no Attachment J included with the RFP or as a separate attachment on the County's solicitation website. Can the County please provide proposers with Attachment J??***
   Answer: Attachment J - Fee Schedule is a construct of the proposer. The proposer may make use of the Sample Cost Proposal in Appendix IV.
2. ***Question: Regarding Attachments A-I, are those actual attachments proposers need to fill out or are they just what the County wants proposers to label sections in their proposals as (for example, section 1 is Attachment A, section 2 is Attachment B, and so on and so forth)? If they are actual attachments proposers need to fill out, can the County please provide proposers with Attachments A-I, since they are not included with the RFP or on the County's solicitation site?***
   Answer: Content and sub-content identified in the RFP shall be labeled with the corresponding attachment.
3. ***Question: Can the County please provide proposers with a copy of the MND the County did in 1999?***
   Answer: Yes, a copy of the document will be posted with this addendum.
4. ***Question: Will the traffic technical memorandum identified in the PES be part of the scope of services or will the County address it?***
   Answer: The technical memorandum will be part of the scope of services.
5. ***Question: Will the information attached as an appendix be subject to grading if it is a continuation of another section being graded.***
   Answer: Content listed in the appendix will not be graded. However, it may help support content that will be graded.
6. ***Question: Has the bridge ever been evaluated under National Register of Historic Places (NRHP) criteria? If yes, can this documentation be made available?***
   Answer: Yes, a copy of the document will be posted with this addendum.
7. ***Question: Can the County confirm with Caltrans that a Historic Resources Evaluation Report (HRER) is not required?***
   Answer: A HRER is not required.
8. ***Question: Can the County provide a copy of the existing EIR that is mentioned in the background section of the RFP?***
   Answer: Yes, a copy of the document will be posted with this addendum
9. ***Question: To what extent is it expected that the project would rely on the existing EIR?***
   Answer: None. A new separate and independent CEQA/NEPA document is required.
10. ***Question: "Wetland Delineation and Assessment" is not changed as a required technical study in the PES, however the email from Kelso Vidal and the "Attachment A: Notes to Support the Conclusions of the PES Form" in Appendix VII seem to indicate that a delineation/assessment would be necessary. Is preparation of a wetland delineation requested as part of the scope?***
    Answer: Yes, preparation of a wetland delineation study is requested as part of the scope.
11. ***Question: Is regulatory permit acquisition being requested as part of this scope? If so, for all relevant agencies, or some subset (e.g., just NOAA & USFWS)?***
    Answer: Permit acquisition is requested as part of this scope of work. All relevant agencies will be required.
12. ***Question: Will all right-of-way appraisal and acquisition work be done by the County or a separate consulting firm such that it is excluded from the scope of work for this RFP***
    Answer: Right-of-way acquisition and appraisal services will be through another RFP.

13. ***Question: Section 7.1 requires "one (1) original hard copy, two (2) hard copies, and one (1) CD or Thumb Drive." Should the CD/Thumb Drive contain all attachments A through K, including the sealed fee proposal (Attachment J)? Or should the fee proposal only be submitted in the separate sealed envelope and not included on the electronic media?***
    Answer: The fee proposal should only be submitted in the separate sealed envelope and not included on the electronic media.
14. ***Question: Section 8.9 (Conflict of Interest Statement) is listed as Pass/Fail but is not listed as a required in Section 6.0. Should proposers include a "Conflict of Interest Statement" as part of the cover letter?***
    Answer: Conflict of Interest Statements shall be included in the proposals and attached after attachment K.
15. ***Question: Due to the request for proposal attachments and supplemental environmental information that was identified in the RFP but not provided, can the County please provide a two-week extension and all of the County attachments and environmental information in order for proposers to adequately implement the necessary requirements and scope elements into their proposals?***
    Answer: See revisions to the RFP below. Proposal Package Submittal Deadline has been delayed one week.
16. ***Question: In reference to Addendum 1, Question 2, the project understanding and project scope should be written under section 8.6.1. This section of the proposal appears to be the evaluation criteria. Is there an appropriate place in Section 6 for the project understanding to be written to ensure all bullets within section 8.6 can be addressed/ scored?***
    Answer: Project understanding and project scope should be described under section 6.5.1.
17. ***Question: Preparation of a Historic Resource Evaluation Report (HRER) is not checked in the Preliminary Environmental Study (PES) - can the County confirm that preparation of this document is not required?***
    Answer: See answer to question #7.

Revisions to the Request For Proposals (RFP) #10964

1. On the Cover Page **Replace** “Thursday, January 22, 2026” with “Thursday, January 29, 2026”
2. On Page 2 under Section 3.0 CALENDAR OF EVENTS **Revise** Proposal Package Submittal Deadline to January 29, 2026.
3. On Page 58 under Section Proposals are due in the Office of Public Works, Facilities and Parks By: **Replace** “Thursday, January 22, 2026” with “Thursday, January 29, 2026”

Documents posted to the County Website:

1. BOS Negative Decl Mitigations 11-04-1999
2. Supplemental Historical Evaluation Report
3. NOP Boronda EIR 11-02-2000

Introduced: 8/11/2026

Current Status: Public Works, Facilities & Parks - Consent

Version: 1

Matter Type: BoS Agreement

a. Receive an update on the 2026 grant proposal submitted to United States Department of War, Defense Community Infrastructure Program (DCIP) grant program, to request funding for the Jolon Road Safety Improvement Project;
b. Ratify the submittal of the 2026 grant proposal to the DCIP grant program for the Jolon Road Safety Improvement Project;
c. Authorize the Director of Public Works, Facilities and Parks (PWFP), or designee, to act as the agent for the County of Monterey (County) in processing all documentation to apply for and accept the DCIP award and effectuate these funds on behalf of the County; and
d. Add the Jolon Road Safety Improvement Project to the Public Works, Facilities and Parks (PWFP) Fiscal Year (FY) 2026/27 Annual Work Program for Road Fund.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Receive an update on the 2026 grant proposal submitted to United States Department of War, Defense Community Infrastructure Program (DCIP) grant program, to request funding for the Jolon Road Safety Improvement Project;
b. Ratify the submittal of the 2026 grant proposal to the DCIP grant program for the Jolon Road Safety Improvement Project;
c. Authorize the Director of Public Works, Facilities and Parks (PWFP), or designee, to act as the agent for the County of Monterey (County) in processing all documentation to apply for and accept the DCIP award and effectuate these funds on behalf of the County; and
d. Add the Jolon Road Safety Improvement Project to the Public Works, Facilities and Parks (PWFP) Fiscal Year (FY) 2026/27 Annual Work Program for Road Fund.

SUMMARY:

PWFP submitted a grant proposal in June 2026 to the DCIP grant program to request $9,784,000 to fund the construction portion of the Jolon Road Safety Improvement Project (Project). In response to the recently submitted DCIP proposal, PWFP received an invitation to proceed with a grant application to secure the requested funds for the Project, which will rehabilitate approximately 8.7 miles of Jolon Road. PWFP staff would like to provide an update to the Board of Supervisors (Board), request that the Board ratify the submittal of the grant proposal for the Project, and authorize the Director of PWFP to accept the DCIP award and process all documentation necessary to effectuate these funds.

DISCUSSION:
Jolon Road is a rural, narrow, two-lane road constructed in the 1940s with little to no shoulders, spanning a length of approximately thirty-nine (39) miles and connecting to U.S. Highway 101 in King City and Bradley. Running parallel to U.S. Highway 101, Jolon Road is the only corridor that serves U.S. Army Garrison Fort Hunter Liggett. After many years in use, the road has geometric deficiencies, poor pavement conditions, and is in need of rehabilitation to improve safety, aesthetics and function.

The DCIP competitive grant program is administered by the Office of Local Defense Community Cooperation (OLDCC) and provides funding to address deficiencies in community infrastructure that supports a military installation's readiness and lethality. The grant program will only fund construction, and costs for design, permitting, and environmental clearance must be funded by the County.

On June 17, 2026, PWFP issued a Board Memorandum (Attachment B) to update the Board regarding the recently submitted proposal to request grant funding under the 2026 DCIP grant solicitation for the Project whereby PWFP requested $9,784,000 for the construction phase to rehabilitate an 8.7 mile portion of Jolon Road (from the Mission Road south to Bradley Lockwood Road).

On August 7, 2026, PWFP received an invitation from OLDCC (Attachment C) to proceed with a DCIP grant application to secure the requested $9,784,000 for the Project and PWFP issued a Board Memorandum to update the Board that day. PWFP staff will coordinate with OLDCC to submit the requested application for the Project by the August 21, 2026 deadline.

Staff recommends approving the requested Board actions to ratify the submittal of the 2026 DCIP grant application and authorize the Director of PWFP, or designee, to act as the agent for the County of Monterey in processing all documentation to accept the $9,784,000 DCIP award and effectuate the funds, and add the project to the FY 2026/27 Annual Work Program for Road Fund.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
PWFP staff collaborated with Garrison Fort Hunter Liggett staff, County Legislative Staff, and Congressperson Zoe Lofgren's Office during proposal development.

FINANCING:
The estimated total project costs to rehabilitate the 8.7 mile portion of Jolon Road is approximately $12,036,000 of which approximately $252,000 has been previously expended for preliminary design. The awarded funds of $9,784,000 will be supplemented with approximately $2.0 million of Road Fund (Fund 1201, Department 320015, Appropriation PFP113). There is sufficient appropriation in the adopted budget to complete the design phase of the project. Staff will return to the Board in June 2027 for Fiscal Year 2027/28 budget adoption to include approximately $10.8 million for the construction phase of the project.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
Consistent with the Board's Strategic Plan Goals for Sustainable Infrastructure, the Project will construct sustainable, physical infrastructure that improves the quality of life for County residents and visitors.

_X_ Well-Being and Quality of Life
_X_ Sustainable Infrastructure for the Present and Future
_X_ Safe and Resilient Communities
___ Diverse and Thriving Economy

Prepared by: Victor Gutierrez, Project Manager, (831) 755-4806
Janie Bettencourt, Management Analyst II
Reviewed by: Jonathan Pascua, PE, Senior Civil Engineer
Enrique Saavedra, PE, Chief of Public Works
Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks

Attachments:
Attachment A - Location Map
Attachment B - Board Memorandum dated June 17, 2026
Attachment C - OLDCC Invitation
Attachment D - Project Budget

Introduced: 8/11/2026
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

a. Receive an update on the 2026 grant proposal submitted to United States Department of War, Defense Community Infrastructure Program (DCIP) grant program, to request funding for the Jolon Road Safety Improvement Project;
b. Ratify the submittal of the 2026 grant proposal to the DCIP grant program for the Jolon Road Safety Improvement Project;
c. Authorize the Director of Public Works, Facilities and Parks (PWFP), or designee, to act as the agent for the County of Monterey (County) in processing all documentation to apply for and accept the DCIP award and effectuate these funds on behalf of the County; and
d. Add the Jolon Road Safety Improvement Project to the Public Works, Facilities and Parks (PWFP) Fiscal Year (FY) 2026/27 Annual Work Program for Road Fund.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Receive an update on the 2026 grant proposal submitted to United States Department of War, Defense Community Infrastructure Program (DCIP) grant program, to request funding for the Jolon Road Safety Improvement Project;
b. Ratify the submittal of the 2026 grant proposal to the DCIP grant program for the Jolon Road Safety Improvement Project;
c. Authorize the Director of Public Works, Facilities and Parks (PWFP), or designee, to act as the agent for the County of Monterey (County) in processing all documentation to apply for and accept the DCIP award and effectuate these funds on behalf of the County; and
d. Add the Jolon Road Safety Improvement Project to the Public Works, Facilities and Parks (PWFP) Fiscal Year (FY) 2026/27 Annual Work Program for Road Fund.

SUMMARY:

PWFP submitted a grant proposal in June 2026 to the DCIP grant program to request $9,784,000 to fund the construction portion of the Jolon Road Safety Improvement Project (Project). In response to the recently submitted DCIP proposal, PWFP received an invitation to proceed with a grant application to secure the requested funds for the Project, which will rehabilitate approximately 8.7 miles of Jolon Road. PWFP staff would like to provide an update to the Board of Supervisors (Board), request that the Board ratify the submittal of the grant proposal for the Project, and authorize the Director of PWFP to accept the DCIP award and process all documentation necessary to effectuate these funds.

DISCUSSION:
Jolon Road is a rural, narrow, two-lane road constructed in the 1940s with little to no shoulders, spanning a length of approximately thirty-nine (39) miles and connecting to U.S. Highway 101 in King City and Bradley. Running parallel to U.S. Highway 101, Jolon Road is the only corridor that serves U.S. Army Garrison Fort Hunter Liggett. After many years in use, the road has geometric deficiencies, poor pavement conditions, and is in need of rehabilitation to improve safety, aesthetics and function.

The DCIP competitive grant program is administered by the Office of Local Defense Community Cooperation (OLDCC) and provides funding to address deficiencies in community infrastructure that supports a military installation's readiness and lethality. The grant program will only fund construction, and costs for design, permitting, and environmental clearance must be funded by the County.

On June 17, 2026, PWFP issued a Board Memorandum (Attachment B) to update the Board regarding the recently submitted proposal to request grant funding under the 2026 DCIP grant solicitation for the Project whereby PWFP requested $9,784,000 for the construction phase to rehabilitate an 8.7 mile portion of Jolon Road (from the Mission Road south to Bradley Lockwood Road).

On August 7, 2026, PWFP received an invitation from OLDCC (Attachment C) to proceed with a DCIP grant application to secure the requested $9,784,000 for the Project and PWFP issued a Board Memorandum to update the Board that day. PWFP staff will coordinate with OLDCC to submit the requested application for the Project by the August 21, 2026 deadline.

Staff recommends approving the requested Board actions to ratify the submittal of the 2026 DCIP grant application and authorize the Director of PWFP, or designee, to act as the agent for the County of Monterey in processing all documentation to accept the $9,784,000 DCIP award and effectuate the funds, and add the project to the FY 2026/27 Annual Work Program for Road Fund.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
PWFP staff collaborated with Garrison Fort Hunter Liggett staff, County Legislative Staff, and Congressperson Zoe Lofgren's Office during proposal development.

FINANCING:
The estimated total project costs to rehabilitate the 8.7 mile portion of Jolon Road is approximately $12,036,000 of which approximately $252,000 has been previously expended for preliminary design. The awarded funds of $9,784,000 will be supplemented with approximately $2.0 million of Road Fund (Fund 1201, Department 320015, Appropriation PFP113). There is sufficient appropriation in the adopted budget to complete the design phase of the project. Staff will return to the Board in June 2027 for Fiscal Year 2027/28 budget adoption to include approximately $10.8 million for the construction phase of the project.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
Consistent with the Board's Strategic Plan Goals for Sustainable Infrastructure, the Project will construct sustainable, physical infrastructure that improves the quality of life for County residents and visitors.

_X_ Well-Being and Quality of Life
_X_ Sustainable Infrastructure for the Present and Future
_X_ Safe and Resilient Communities
___ Diverse and Thriving Economy

Prepared by: Victor Gutierrez, Project Manager, (831) 755-4806
Janie Bettencourt, Management Analyst II
Reviewed by: Jonathan Pascua, PE, Senior Civil Engineer
Enrique Saavedra, PE, Chief of Public Works
Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks

Attachments:
Attachment A - Location Map
Attachment B - Board Memorandum dated June 17, 2026
Attachment C - OLDCC Invitation
Attachment D - Project Budget

ATTACHMENT A -

Attachment B

Docusign Envelope ID: 273006EE-61DC-85E6-82EC-ADE92FB16EA0

County of Monterey
PUBLIC WORKS, FACILITIES AND PARKS
Randell Ishii, MS, PE, TE, PTOE, Director

1441 Schilling Place, 2nd Floor
Salinas, CA 93901
O: 831 755 4800
F: 831 755 4958

MEMORANDUM

Date: June 17, 2026

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

From: Randell Ishii, MS, PE, TE, PTOE,
Director of Public Works, Facilities and Parks

DocuSigned by: Randell Ishii C09779208FE94F3...

Subject: 2026 Defense Community Infrastructure Program (DCIP) grant funding application for Jolon Rd

cc: Sonia M. De La Rosa, County Administrative Officer
Susan K. Blitch, County Counsel
Nick Chiulos, Chief Assistant County Administrative Officer
Deborah Paolinelli, CPA, Assistant County Administrative Officer
Michael Beaton, Assistant County Administrative Officer
Lindsay Lerable, Assistant Director of Public Works, Facilities and Parks
Enrique Saavedra, P.E., Chief of Public Works
Nick Pasculli, Director County Communications
Maia Carroll, Coordinator County Communications
Nicole Hollingsworth, Legislative Program Manager

This memorandum is to update the Board of Supervisors on the 2026 grant funding application for Jolon Road submitted to the Office of Local Defense Community Cooperation, Defense Community Infrastructure Program (DCIP).

The DCIP grant solicitation for 2026 provides $230 million to address deficiencies in community infrastructure supportive of a military installation. The Department of Public Works, Facilities and Parks (PWFP) has identified the rehabilitation of Jolon Road as a priority project for many years. The road is in need of rehabilitation to improve safety, aesthetics and function and proposed improvements include the following: grinding of old pavement and installation of fabric reinforcement to extend service life, overlay of the existing pavement with a three-inch hot mix asphalt (HMA) layer to improve the rideability and safety, grading, striping and paving to install new or widen existing paved shoulders to a minimum of six feet to further improve the road safety. In coordination with Fort Hunter Liggett, PWFP submitted a DCIP grant proposal to request approximately $9.8 million to rehabilitate approximately 8.7 miles of Jolon Road (from the Mission Road south to Bradley Lockwood Road). External coordination was required to shape project scope, and a Board Report could not be submitted within the allotted time constraints.

If the grant proposal is selected to receive funding, staff will return to the Board for approval to accept the grant award and approve the Project. Programming Federal transportation funds support construction jobs, enhance public safety, as well as provide needed improvements for economic development, business retention, quality of life, and mobility throughout the County.

RYI/jb

Attachment C

OFFICE OF LOCAL DEFENSE COMMUNITY COOPERATION
2231 CRYSTAL DRIVE, SUITE 520
ARLINGTON, VA 22202-3711

AUG 0 7 2026

Randell Ishii
Director
County of Monterey Department of Public Works, Facilities, and Parks
Salinas, CA 93901-4527

Dear Mr. Ishii:

In response to your proposal for a Jolon Road Safety Improvement Project under the Fiscal Year 2026 Defense Community Infrastructure Program, we formally invite you to apply for grant funding of no more than $9,784,000 in federal funding, for a total $11,742,000 project with the Office of Local Defense Community Cooperation. This invitation reflects the high ranking score your proposal received from the Defense Community Infrastructure Review Panel.

To ensure you receive a grant award, you must submit a complete application no later than 5 p.m. PDT on August 21, 2026.

It is imperative that your application remain materially consistent with the proposal you provided in response to the April 17, 2026, Defense Community Infrastructure Program Notice of Funding Opportunity, including the scope, construction-ready status, and status of funding sources. If you are unable to submit a grant application, or if we determine the submitted application materially differs from the proposal that was considered and ranked by the Review Panel, this invitation may be revoked.

A complete grant application submitted by the above date will allow us to perform due diligence to ensure the project being funded is reasonable, allowable, allocable, and consistent with all program and legal requirements. Timely submission will also ensure we can issue an award to be countersigned no later than September 24, 2026, to obligate funding available for this program before it expires at the end of the fiscal year.

OLDCC will host a virtual meeting to assist with application development on August 12, 2026. A separate invite for this meeting will be sent to your email address. **You must ensure that someone from your organization is available to attend this meeting.**

Ernest Echeveste is available to assist you with this application as your Project Manager at ernest.j.echeveste.civ@mail.mil or (571) 317-3638. We look forward to working with the County of Monterey Department of Public Works, Facilities, and Parks to enable the completion of this important project.

Sincerely,

Patrick J. O'Brien
Director

ATTACHMENT D – PROJECT BUDGET

COUNTY OF MONTEREY
DEPARTMENT OF PUBLIC WORKS, FACILITIES AND PARKS
JOLON ROAD REHABILITATION PROJECT
COUNTY PROJECT NO. 1182

PROJECT BUDGET

Design Engineering and Environmental		$1,252,000
Right of Way/Utilities		N/A
Construction Management		$ 1,000,000
Construction		
Engineer's Estimate	$8,895,000	
10% Contingency	$ 889,000	
		$9,784,000
TOTAL ESTIMATED PROJECT COST:		**$12,036,000**

REVENUE

Federal Funds	
Defense Community Infrastructure Program (DCIP)	$9,784,000
Local Funds	$2,000,000
Local Funds (Previously Expended)	$252,000
TOTAL:	**$12,036,000**

County of Monterey

Board Report

Legistar File Number: 26-739

Item No.27

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

August 18, 2026

Introduced: 8/14/2026
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

Addenda/Supplemental

Revised title on Item No. 9 under Scheduled Matters and attached a Revised Board Report
Attached a Revised Board Report on Item No. 15 under Natividad Medical Center - Consent
Revised the title of Item No. 23 under General Government - Consent and attached a Revised Board Report
Attached a Revised Board Report on Item No. 24 under General Government - Consent

Docusign Envelope ID: FD6A58A6-2D52-8482-80C1-2F908B618FB4

MASTER STUDENT PLACEMENT AGREEMENT BETWEEN THE COUNTY OF MONTEREY AND CALIFORNIA STATE UNIVERSITY, NORTHRIDGE

This Agreement is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and California State University, Northridge (hereinafter "Institution").

I. GENERAL DESCRIPTION

A. Institution is committed to service in the community and applied learning experiences for student participants. This is accomplished both through field education and service-learning requirement. Field education and service learning involve the completion of internship or externship assignments in the local community that tie meaningful learning experiences directly to course content. Through reflective activities, service, and field seminars, student participants enhance their understanding of course content, sense of civic responsibility, self-awareness, professional development and commitment to the community.

B. The mission of the County is to excel at providing quality services for the benefit of all Monterey County residents while developing, maintaining and enhancing the resources of the region.

C. County and Institution recognize the opportunity for meaningful learning experiences for student participants and the County. Institution supports the goals and objectives of the County program in which the student participants will participate.

The parties agree as follows:

II. INSTITUTION'S RESPONSIBILITIES

A. Student Participant Profile. Institution shall make available to County a field application student participant profile which shall include the student participant's name, address, telephone number, other pertinent information, subject to the provisions of Federal Education Rights and Privacy Act (FERPA) (the "Buckley Amendment"), 20 USC Section 1232g. The County shall review student participant applications and select student participants for internship with the County. Each student participant shall be responsible for submitting his or her student participant profile before the Program training period begins. County shall regard this information as confidential and shall use the information only to identify each student participant.

B. Schedule of Assignments. Institution shall notify County designated staff of student participant assignment, including the name of the student participant, level of academic preparation, and length and dates of proposed experience. The maximum number of student participants shall be mutually agreed by the parties. The starting date and length of each Program training period shall be mutually agreed by the parties.

C. Program Coordinator. Institution shall designate a point of contact to coordinate with County's designee in planning the Program to be provided to student participants.

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D. Records. Institution shall maintain all personnel records for its staff and all academic records for its participating students. County will ensure any records kept for student participant performance are sent to the Institution as proof of student participant accomplishments.

E. Student Participant Qualifications. Institution shall ensure appropriate health and safety training is provided to all participating students on a regular basis, in accordance with prevailing Federal and State laws and regulations. Institution shall require that each student participant designated by Institution for clinical and/or practicum experience under this Agreement shall meet the minimum qualifications for a student participant in the designated Program. Additionally, if the student participant's placement is in a setting where he or she is occupationally exposed to blood or other potentially infectious materials, Institution shall ensure that: (i) all student participants have documented training to meet Occupational Safety and Health Administration (OSHA) Regulations on occupational Exposure to Blood-borne Pathogens prior to the beginning of the internship experience; and (ii) each student participant assigned to the County meet the County's requirements, see Exhibit A. Where Institution maintains any and all records of such testing, such records shall be made available to County upon request.

F. Health Insurance. Institution shall ensure each student participant has his or her own health insurance if not provided by the Institution.

G. Student Participant Responsibilities. Institution shall notify student participants in the program that they are responsible for:

1. Complying with County's administrative policies, procedures, rules and regulations, as outlined in Exhibit A of this Agreement;

2. Participate in all trainings required by the County;

3. Exhibit professional, ethical and appropriate behavior when participating in the Program;

4. Arranging for their own transportation and living arrangements;

5. Assuming responsibility for personal illnesses, necessary immunizations, tuberculin tests, annual health examinations and other requirements as may be identified by the County (refer to Exhibit A for County training requirements);

6. Maintaining the confidentiality of County's patient/customer/client information as appropriate and required under pertinent law;

   a. No student participant shall have access to or have the right to receive any medical record, except when necessary, in the regular course of the practicum experience. The discussion, transmission, or narration in any form by student participants of any individually identifiable patient information, medical or otherwise, obtained in the course of the Program is forbidden except as a necessary part of the practical experience.

   b. Neither the Institution nor its employees or agents shall be granted access to individually identifiable information unless the patient has first given consent using a form approved by County that complies with applicable state and federal law and its implementing regulations.

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c. County shall reasonably assist student participants in obtaining patient consent in appropriate circumstances when applicable. In the absence of consent, student participants shall use de-identified information only in any discussions about the clinical experience with Institution, its employees, or agents.

7. Complying with Departmental dress standards and wearing name badges identifying themselves as Student Intern, if specified by County;

8. Complete all assigned tasks and responsibilities in a timely and efficient manner;

9. Insurance requirements. See Section VIII.

H. Field Experience Plan. Institution shall assist in establishing a plan/learning agreement for the field experience by mutual agreement between the County's representative and the Institution's Field Faculty representative and the student participant.

I. Field Conference. Institution may facilitate periodic conferences between appropriate representatives of the Field Faculty and County to evaluate the field experience program provided under this Agreement.

III. COUNTY'S RESPONSIBILITIES

A. Field Experience. At the County's discretion, County shall accept from Institution the participating student and shall provide the student participant with a supervised field experience.

B. County Designee. County shall designate a member of its staff to participate with Institution's designee in planning, implementing, and coordinating the Program. County shall notify the Institution in advance of any change in the County's personnel appointments that may affect the student participant field program.

C. Student Participant's Supervisor. County shall identify the student participant's supervisor, who agrees to meet with the student participant regularly to facilitate the student participant's learning experience; provide support; review progress on assigned tasks; verify service hours; give feedback and be responsible for the safety and supervision of student participant while on County premises.

D. Student Participant Orientation. County shall provide an orientation that includes: a site tour; an introduction to staff relevant to the student participant's experiential learning activities; a description of the characteristics of and risks associated with the County's operations, services and/or clients; a discussion concerning safety policies and emergency procedures; and information detailing where student participants check-in and how they log their time.

E. Training. County shall provide student participant with a written description of the student participant's tasks and responsibilities and provide appropriate training, equipment, materials and work area for student participants prior to student participants performing assigned tasks or working with the County's clients.

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F. Background Checks and Health Screening Tests. County shall inform student participants if there is a need for a background check, fingerprinting and/or a health screening test (such as tuberculosis test); and if yes, obtain the student participant's fingerprints, background check and/or health screening results; and maintain the confidentiality of any results as required by federal and state law.

G. Access to Facilities. County shall permit student participants enrolled in the Program access to County facilities as appropriate and necessary for their Program, provided that the student participants' presence shall not interfere with County's activities.

H. Records and Evaluations. County shall maintain records and reports on student participants' performance under the Program and provide an evaluation to Institution on forms the Institution shall provide.

I. Withdrawal of Student Participants. County shall have the right to immediately terminate a student participant's placement/assignment if he or she, in the judgment of the County, is not participating satisfactorily or fails to follow the County's administrative policies, procedures, rules and regulations, including but not limited to rules pertaining to appropriate behavior, Departmental dress and/or hygiene standards. County shall immediately notify the student participant and the Institution in writing. The student participant and representative(s) of the Institution may meet with the County to determine whether the student participant will be reinstated in the internship assignment at the County, and if so, upon terms and conditions determined by Cunty to be appropriate.

J. Emergency Health Care/First Aid. County shall, on any day when a student participant is receiving training at its facilities, ensure student participant has access to emergency health care or first aid for accidents occurring in its facilities, at Institution and/or student participant's expense, and provide prompt notification (within 24 hours) to the Institution of any such occurrence.

K. County's Confidentiality Policies. As trainees, student participants shall be considered members of County's "workforce," as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103 and shall be subject to County's policies respecting confidentiality of medical information. If Institution suspects a breach of any of these policies, Institution must notify the Departmental Privacy Officer immediately. Notwithstanding any provision of this Agreement to the contrary, in the event of a breach of this Section, the County of Monterey shall have the right to seek direct damages to the Institution.

L. Health and Safety Hazards. The County will notify the Institution contact listed in the specific student participant's Learning Agreement as soon as possible of any unusual and/or uncontrolled health and safety hazards and/or incidents of violence that occur at the County facilities accessed by the student participant during the contract period.

IV. COMPENSATION FOR SERVICES

There shall be no monetary obligation on the County or the Institution, one to the other.

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V. TERM AND TERMINATION

A. Term. The term of this Agreement is from **the date it is fully executed** to **June 30, 2030**, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both Institution and County and with County signing last.

B. Renewal. This Agreement may be renewed by mutual agreement in writing.

C. Termination. This Agreement may be terminated at any time by the written agreement or upon a thirty (30)-day advance written notice by one party to the other.

VI. AFFIRMATIVE ACTION AND NON-DISCRIMINATION

The parties agree that all student participants receiving field education training pursuant to this Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, gender identity, sexual orientation, age, veteran status, or other legally protected status.

VII. STATUS OF STUDENT PARTICIPANTS

Institution represents that the student participants enrolled in the Program are in attendance for educational purposes, and such student participants are not considered employees of Institution or of the County for any purpose, including, but not limited to, payroll taxes, withholdings, compensation for services, welfare and pension benefits, or workers' compensation insurance. Student participants are considered members of County's "workforce" for purposes of HIPAA compliance and County policies and procedures. If the student participant is a paid employee of the County, he or she will be covered under the County's insurance policies, including Workers' Compensation, to the extent available to other employees.

VIII. INSURANCE

A. The Institution and County mutually agree that each shall provide and maintain commercial general liability insurance acceptable to both parties in the minimum amounts of $1,000,000 per occurrence and $3,000,000 general aggregate. Each shall be responsible for providing the other with a Certificate of Insurance evidencing the required coverage prior to execution of this agreement.

B. The parties shall each further secure and maintain at all times during the term of this Agreement, at their respective sole expense, professional liability insurance covering themselves and their respective employees. Such coverage provided by the Institution and County may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least $1,000,000 per claim or occurrence and $3,000,000 in the aggregate.

C. The Institution shall maintain or shall cause each student participant to maintain professional liability, public liability and property damage insurance in the amount of $1,000,000 for any single occurrence and a minimum of $3,000,000 in the aggregate during the student participant's supervised field experience. The Institution shall furnish proof of such insurance

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coverage prior to execution of this agreement. In addition, Institution shall maintain in effect throughout term of this agreement a policy or policies of insurance with the following minimum limits of liability:

1. Workers' Compensation Insurance, 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 occurrence, for its covered employees.

D. Except for a ten (10) day notice of non-payment of insurance premium, the Institution and the County will require 30 days written notice if the insurance policy is canceled, non- renewed, or coverage/limits that are reduced or materially altered.

IX. INDEMNIFICATION.

A. The Institution shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "County"), its officers, agents, employees, or subcontractors from any claim, liability, loss, injury or damage arising out of, or in connection with, the performance of this Agreement by the Institution officers, agents, employees or subcontractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of County and/or its officers, agents, employees and subcontractors. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Institution shall reimburse the County for all costs, reasonable attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Institution is obligated to indemnify, defend and hold harmless the County under this Agreement.

B. The County shall indemnify, defend, and hold harmless the Institution, its students, officers, agents, employees, and subcontractors from any claim, liability, loss, injury or damage arising out of, or in connection with, the performance of this Agreement by the County and/or its officers, agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of the Institution and/or its students, student participants, officers, agents, employees and subcontractors. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the Institution. The County shall reimburse the Institution for all costs, reasonable attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the County is obligated to indemnify, defend and hold harmless the Institution under this Agreement.

X. MISCELLANEOUS PROVISIONS

A. Amendments. In order to ensure compliance with HIPAA, the following provisions of this Agreement shall not be subject to amendment by any means during the term of this Agreement or any extensions: Section II, Paragraph G, subdivisions 6.a), 6.b), and 6.c); Section III, Paragraph I; Section III, Paragraph K, to the extent it provides that student participants are members of County's "workforce" for purposes of HIPAA; and Section VII. This Agreement may otherwise be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be reduced to writing and signed by the parties.

B. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in

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violation of this paragraph shall be void.

C. Attorney's Fees. In the event that any action is brought by either party to enforce or interpret the terms of this Agreement, each party shall bear its own attorney's fees and costs.

D. Captions. Captions and headings in this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement or any of its provisions.

E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

F. Entire Agreement. This Agreement is the entire agreement between the parties. No other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.

G. Governing Law. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

H. Notices. Notices required under this Agreement shall be delivered personally or by first- class, postage prepaid mail to the County and Institution's contract administrators at the addresses listed below:

FOR COUNTY:	**FOR INSTITUTION:**
Andreas Pyper Director of Human Resources	Maria Melissa Y. Atienza Contracts Specialist, Purchasing & Contract Administration
Name and Title	*Name and Title*
168 W. Alisal Street, 3rd Floor Salinas, CA 93901	18111 Nordhoff St. Northridge, CA 91330-82331
Address	*Address*
(831) 755-5043	(818) 677-2069
Phone	*Phone*

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XI. EXECUTION

By signing below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their signature is made.

EDUCATIONAL INSTITUTION

By: DocuSigned by: Maria Melissa Y Atienza 3474ABF1E7A448D...

Name: Maria Melissa Y Atienza

Title: Contracts Specialist, Purchasing & Contract Administration

Date: 8/5/2026 | 10:57 AM PDT

COUNTY OF MONTEREY

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO LEGAL FORM:

By: Signed by: Janet Holmes C1FBBD3B2F6345B...
County Counsel

Date: 8/5/2026 | 11:10 AM PDT

APPROVED AS TO LIABILITY PROVISIONS:

By: DocuSigned by: David Bolton 3E7A6EF11D8A46...
Risk Management

Date: 8/5/2026 | 11:05 AM PDT

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County of Monterey Internship Program

County of Monterey - Human Resources Department
168 West Alisal Street, 3rd Floor, Salinas, CA 93901
Phone: (831) 755-5115 Fax: (831) 757-5792

AKNOWLEDGEMENT FORM

The County of Monterey policies listed below are checked to indicate their pertinence to this specific internship. The County of Monterey reserves the right to amend the policies below and add additional as needed. Acknowledged receipt is required prior to commencement of the internship.

- ☐ Drug-Free Workplace Policy
- ☐ Workplace Violence Policy
- ☐ HIV/AIDS Policy
- ☐ Asbestos Notification
- ☐ Vehicle Use Policy (completion of County's on-line driving safety course required)
- ☐ Civil Rights Office Policies
- ☐ Smoke-Free Policy
- ☐ Information Technology Appropriate Use Policy
- ☐ Confidentiality Acknowledgement
- ☐ Protected Information Policy
- ☐ Authorization to Release Information
- ☐ Fingerprinting Authorization
- ☐ TB Test Form
- ☐ Vaccination Records
- ☐ Health Examination
- ☐ Chest X-rays
- ☐ Other

I acknowledge that I have received the above applicable County of Monterey policies and that I understand and agree to comply with the conditions specified therein.

_____ _____
Intern's Name (Print) Date

_____
Intern's Signature

Docusign Envelope ID: FD6A58A6-2D52-8482-80C1-2F908B618FB4

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/1/2026

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	CONTACT NAME:	
Alliant Insurance Services, Inc. 560 Mission Street, 6th Floor San Francisco, CA 94105	PHONE (A/C, No, Ext): 415-403-1400	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Lloyds of London	
INSURED The California State University (CSU) 401 Golden Shore, 5th Floor Long Beach, CA 90802	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 125162500 **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. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY**			B1820WLS26A036	7/1/2026	7/1/2027	EACH OCCURRENCE	$ 2,000,000
	X CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 25,000
							MED EXP (Any one person)	$ 25,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	X POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:						Sex Abuse/Molest.	$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ 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 $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Student Professional Liability Insurance Program (SPLIP)			B1820WLS26A036	7/1/2026	7/1/2027	$2,000,000 $4,000,000	Each Claim Policy Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIS CERTIFICATE IS PROVIDED FOR EVIDENCE ONLY. General Liability and Professional Liability coverage is provided on a claims-made basis including a 3 year extended reporting period. Coverage extends to students enrolled in covered academic courses. Coverage extends to any affiliate institution to whom the Named Insured is obligated by written agreement to add as Additional Insured. Coverage applies only when there exists a written agreement between the University and the affiliate institution, which is executed prior to an incident giving rise to a claim for a covered loss.

CERTIFICATE HOLDER

EVIDENCE OF COVERAGE

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

David T. Howell

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CERTIFICATE OF COVERAGE

DATE (MM/DD/YYYY) 6/29/2026

PRODUCER

Alliant Insurance Services, Inc.
560 Mission Street, 6th Floor
San Francisco CA 94105

NAMED COVERED PARTY

CSU, Northridge
18111 Nordhoff Street
Northridge CA 91330-8355

THIS CERTIFICATE IS ISSUED AS A MATTER OF EVIDENCE 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 MEMORANDUM(S) OF COVERAGE BELOW.

THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING COVERAGE PROVIDER, AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: IF THE CERTIFICATE HOLDER IS AN ADDITIONAL COVERED PARTY, THE MEMORANDUM OF COVERAGE MUST BE ENDORSED. A STATEMENT ON THIS CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).

IMPORTANT: IF SUBROGATION IS WAIVED, SUBJECT TO THE TERMS AND CONDITIONS OF THE MEMORANDUM(S) OF COVERAGE AN ENDORSEMENT MAY BE REQUIRED. A STATEMENT ON THE CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).

PROGRAM AFFORDING COVERAGE

A: CSURMA

B:

C:

COVERAGES

THIS IS TO CERTIFY THAT THE COVERAGE IS AFFORDED TO THE ABOVE NAMED MEMBER, AS PROVIDED BY THE MEMORANDUM(S) OF COVERAGE, FOR THE PERIOD SHOWN BELOW, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE PROGRAM DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUM(S) OF COVERAGE. THE FOLLOWING COVERAGE IS IN EFFECT.

JPA LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE (MM/DD/YY)	COVERAGE EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR [X] Contractual Liab [X] SIR $750,000 GEN'L AGGREGATE LIMIT APPLIES PER: [ ] MEMORANDUM [ ] PROJECT [ ] LOC	CSURMA-LIAB-2627	7/1/2026	7/1/2027	EACH OCCURRENCE	$ 2,000,000
					FIRE DAMAGE (Any one fire)	$ 2,000,000
					MED EXPENSE (Any one person)	$ Excluded
					PERSONAL & ADV INJURY	$ 2,000,000
					GENERAL AGGREGATE	$ 4,000,000
					PRODUCTS-COMP/OP AGG	$ 4,000,000
					Sexual Abuse	$2,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
						$
A	**WORKERS' COMPENSATION AND EMPLOYERS LIABILITY** ANY PROPRIETOR/PARTNER/ EXECUTIVE/OFFICER/MEMBER EXCLUDED? IF YES, DESCRIBED UNDER SPECIAL PROVISION BELOW	CSURMA-WC-2627	7/1/2026	7/1/2027	[X] WC STATUTORY LIMITS [ ] OTHER	
					E.L. EACH ACCIDENT	$ 1,000,000
					E.L. DISEASE – EA EMPLOYEE	$ 1,000,000
					E.L. DISEASE – POLICY LIMIT	$ 1,000,000
	OTHER					
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL/PROVISIONS

Note: Workers' Compensation Coverage is provided as evidence only.
Evidence of coverage only.

CERTIFICATE HOLDER

Evidence of Coverage Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUM(S) OF COVERAGE BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUM(S) OF COVERAGE PROVISIONS.

AUTHORIZED REPRESENTATIVE David T. Howell

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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:

Guardian PSBI, Inc. dba Guardian Public Safety Background Investigations,

(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: Pre-employment background investigation services for the Probation Department.

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: $ 25,000

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from August 28, 2023 **to** August 31, 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**.

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: Insurance Modification

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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.

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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 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

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:**
Todd Keating, Chief Probation Officer	Steven D. Ward, President
Name and Title	Name and Title
20 E. Alisal Street, Salinas, CA 93901	PO Box 2393, Lodi, CA 95241-2393
Address	Address
(831) 755-3919, Fax (831) 759-7246	(888) 479-6779 Ext. 101
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

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: DocuSigned by: Angelica Ruelas 4DFC1176E799451...
Contracts/Purchasing Officer

Date: 8/29/2023

By: _____
Department Head (if applicable)

Date: _____

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

By: DocuSigned by: 07025F3AA36B4A4...
County Counsel

Date: 8/28/2023

Approved as to Fiscal Provisions

By: DocuSigned by: Patricia Ruiz E79EF64E57454F6...
Auditor/Controller

Date: 8/29/2023

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

By: _____
Risk Management

Date: _____

CONTRACTOR

Guardian PSBI, Inc. dba Guardian Public Safety Background Investigations
Contractor/Business Name *

By: DocuSigned by: B838D86223F8433...
(Signature of Chair, President, or Vice-President)

Steven D. Ward, President & CEO
Name and Title

Date: 8/28/2023

By: DocuSigned by: B800D6829958480...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Steven D. Ward, CFO & Secretary
Name and Title

Date: 8/28/2023

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: 3703F83B-0220-473C-B212-653209F2619B

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

To Agreement by and between
County of Monterey, hereinafter referred to as "County"
and
Guardian PSBI, Inc. dba Guardian Public Safety Background Investigations,
hereinafter referred to as "CONTRACTOR"

This Exhibit A shall be incorporated by reference as part of Agreement governing work to be performed, the nature of the working relationship between the County and the CONTRACTOR, and specific obligations of the 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:

Provide pre-employment background investigation (BI) services for sworn and non-sworn job applicants as requested by the Probation Department.

A.2 CONTRACTOR RESPONSIBILITIES

1. CONTRACTOR shall stay current with changing local, state, and federal laws and regulations related to BI services rendered.

2. CONTRACTOR must maintain a Private Investigator License in good standing throughout the term of this Agreement.

3. CONTRACTOR shall provide County website access at www.guardianbgi.com.

4. CONTRACTOR shall complete the below steps after the County requests a BI request online:

    a. CONTRACTOR shall email applicant a link to the CONTRACTOR'S online system to complete a Personal History Questionnaire (PHQ), along with required County forms and documents, polygraph questionnaire (if requested by County), and a CONTRACTOR checklist.

    b. Immediately after CONTRACTOR has emailed applicant the link, CONTRACTOR shall call the applicant to ensure receipt of the invitation to the PHQ, explain the BI process, the CONTRACTOR'S portal, CONTRACTOR'S expectations of time and cooperation, and explain due dates for completion of the PHQ and submission of required documents.

    c. Upon completion of required documents by applicant, CONTRACTOR shall review all completed materials.

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d. CONTRACTOR shall schedule a PHQ interview with the applicant and a licensed, Peace Officer Standards and Training (POST) trained investigator to discuss all responses on the PHQ, looking for omissions, discrepancies and/or inaccuracies and probing for more information where deemed necessary and appropriate.

e. During the PHQ interview, the CONTRACTOR will record the interview with the applicant, collect or verify original documents uploaded into the CONTRACTOR'S portal, and conduct a neighborhood canvas.

f. Applicant information received shall be validated by original documents, or requested documents from the facility, i.e. college transcripts, birth certificate, social security and or passport, 10-year driving record, public records, social media account findings showing the Applicant's picture, comments and to look for inappropriate content.

g. If the applicant is being evaluated for a lateral move to a sworn position, CONTRACTOR shall schedule a file review of current employer records (including any background investigations completed by employer), speak to leadership, i.e. law enforcement, training officers, and/or co-workers (as applicable).

h. Concurrently, CONTRACTOR'S staff shall run database checks, civil records check, distribute reference, family and employer questionnaires via email (if references do not have email, CONTRACTOR shall call and complete the questionnaire telephonically).

i. If warranted, CONTRACTOR shall schedule a discrepancy interview with the applicant and update the applicant's file with findings.

j. Upon completion of the above steps, CONTRACTOR shall prepare and deliver a comprehensive final BI report electronically to the County.

5. CONTRACTOR'S digital reports shall be instantly delivered to the County upon completion through the website.

6. CONTRACTOR shall provide prompt responses of County inquiries.

7. All BI work is monitored though the dashboard in the CONTRACTOR'S software platform (CSP). The CSP allows contractor to track the applicant's progress, anticipate trends, and read comments posted during the BI.

8. CONTRACTOR shall advise the County if the BI has revealed red flags (concerns)

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or not within three weeks of BI request by the County.

9. CONTRACTOR shall provide all-inclusive analysis of the County's applicant to ascertain any data that may affect the County's decision to hire.

10. CONTRACTOR shall investigate all BI in compliance with Criminal Justice Information Services (CJIS), the Federal Risk and Authorization Management Program, Fair Credit Act, Certified Internal Controls Risk Analyst, and POST Regulations (when applicable).

11. CONTRACTOR estimates a basic public safety background will take less than 30-days to complete. A sworn position will take, on average, 35 days.

A.3 COUNTY RESPONSIBILITIES

1. County shall provide the CONTRACTOR clear guidance regarding points of contact and expectations regarding communication with the CONTRACTOR.

2. County shall provide the CONTRACTOR a Notarized Pre-Employment BI Release, from the Applicant.

3. County shall provide the CONTRACTOR with the job description, applicant application and/or resume, credit report, documentation of clearance through the Department of Justice Criminal History, and documentation of fingerprint clearance through live scan or an original fingerprint card (JUS 107), and firearms clearance through the California Department of Justice.

4. County shall initiate a BI through the CONTRACTOR'S 'Submit Investigation" portal on the contractor's website at www.guardianbgi.com.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed **$25,000** 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 invoiced according to the "CONTRACTOR'S FEE SCHEDULE" listed on page 5 of 5 of this Exhibit A.

CONTRACTOR warrants that the cost charged for services under the terms of this Agreement are not in excess of those charged to any other client for the same services performed by the same individuals.

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B.2 CONTRACTOR'S BILLING PROCEDURES

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6.0, "Payment Conditions", of the Agreement. All invoices shall reference the services being provided and shall be sent to the following address or via email to 255-probationfinanceap@co.monterey.ca.us:

Monterey County Probation Department
Attention: Finance Division
20 E. Alisal Street, 2nd Floor
Salinas, CA 93901

County may, in its sole discretion, terminate the Agreement 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.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

CONTRACTOR'S FEE SCHEDULE

Admin, Clerical, Tech, and Maintenance Positions with a public safety agency	**Fee**
Basic Background Investigation (BI) – Part-time, Temporary, or Intern office Personnel • All applicants that are a contractor, part-time, temporary employee, or Intern positions and WILL NOT have access to sensitive or high-level confidential information and are constantly under direct supervision. No Personal History Questionnaire (PHQ). Verify application contents, call employers, and obtain proof of citizenship, driver's license, and social security card. We request a live scan and the results. Turnaround is 10 working days.	$500
Law Enforcement and Fire Protection Backgrounds	
Basic Background Investigation (high-security) – Full Time Personnel – Non-sworn • Office positions that have access to sensitive or high-level confidential information and are under supervision, i.e., Records Clerks, and IT personnel.	$1,200
Waive Non-Sworn "in person" PHQ interviews and neighborhood checks, for a Video conference interview.	-$200
Law Enforcement Background Investigation – Sworn • Any public safety applicant with no prior public safety experience.	$1,400
Law Enforcement Background Investigation – Internal Promotion/Appointment – Sworn • Public safety applicant who is in a sworn position within the Probation Department and receives a promotion into a different sworn position, i.e. Juvenile Institutions Officer to Deputy Probation Officer.	$ 900/with video conferencing interview or $1,100/with in-person interview
Law Enforcement Background Investigation Lateral or Disqualified (DQ) that requires a file review. • A lateral or prior background DQ where file reviews are needed. • Any public safety employee in a sworn or non-sworn position who is being considered for employment at another public safety agency (lateral). Terminated applicants that require a file review or DQ'ed applicants that need the background investigation reviewed.	$1,600
Executive Position Background Investigation • Any applicant with the rank of Chief Probation Officer, Assistant Chief Probation Officer, Division Director, or as requested by the County.	TBD, CONTRACTOR shall quote County per request
Additional casework, i.e., file review. Must be approved by the client.	$65/Per Hour
Social Media Investigations by FERRETLY (FAMA).	$50
Termination of Background, DQ, Withdrawn	
Partial Investigations If the applicant is a DQ or Withdrawal, a report for legal support of the hiring agency or HR division will be produced. The cost will be determined by the percentage of the investigation work that was completed, plus a $300 Flat Fee. Example: $1,400 BI, 10% completed = $140 + $300 Flat Fee = $440. The amount charged to County will be determined by the percentage BI completed formula or $1,400 BI Fee, the lessor of the two. If an applicant only completed their PHQ in the Triage Center and was never assigned to an Investigator, there is no charge.	TBD, The lessor of amount determined by formula or $1,400 BI Fee
Mileage reimbursement for all Investigator travel after 120 miles and 2 hours. County must pre-approve travel. If County approves travel reimbursement, CONTRACTOR shall receive compensation for travel expenses as per the County Travel Policy. A copy of the policy is available at: https://www.co.monterey.ca.us/government/departments-a-h/auditor-controller/policies-and-procedures. To receive reimbursement, CONTRACTOR must provide mileage reimbursement form with a detailed breakdown of authorized expenses, identifying what was expended and when. Per the County travel policy, starting point where mileage would be counted from will be the investigator's home or Probation's Administration Office located at 20 E. Alisal St., Salinas, CA, whichever results in the least amount of mileage.	Mileage Reimbursed at the U.S. GSA/IRS Rates
Cyber insurance requirement fee per background (If required by County)	10%
The certificate of Subrogation requirement is a one-time fee per year (If required by County)	$100

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EXHIBIT B – INSURANCE MODIFICATION

Auto Liability:

CONTRACTOR (Guardian PSBI, Inc. dba Guardian Public Safety Background Investigations) carries Automobile Liability in the amounts required by the State of California. As the CONTRACTOR does not own any business automobiles, the Monterey County Probation Department requests a modification of the Automobile Liability limits required, and the primary and non-contributory language endorsements which are not provided as required by Section 9.03 and Section 9.04. This modification of insurance does not affect the CONTRACTOR'S responsibility and duty to indemnify the County under the provisions of this Agreement.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/22/2023

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 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
El Dorado Insurance Agency, Inc.
El Dorado Sec Srvs Ins Agy
3673 Westcenter Drive
Houston TX 77042

CONTACT NAME: Abram Alaniz
PHONE (A/C, No, Ext): (713)521-9251 FAX (A/C, No): (713)521-0125
E-MAIL ADDRESS: aalaniz@eldoradoinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Champlain Specialty Insurance Co	16834
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Guardian Public Safety Background Investigations, LLC
120 School Street #2393
Lodi CA 95241

COVERAGES CERTIFICATE NUMBER: CERTIFICATE(08/23) 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	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X Errors & Omissions			CSPI-0001114-02	8/22/2023	8/22/2024	MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 5,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 5,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER
Monterey County Probation Department
Marcela Barbosa
20 E. Alisal
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
R.L. Ring, Jr./LQIU

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THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

August 1, 2023

Guardian Public Safety Background
PO BOX 2393
LODI CA 95241-2393

Account Information:

Policy Holder Details :	**Guardian Public Safety Background**

Contact Us

Need Help?
Chat online or call us at
(866) 467-8730.
We're here Monday - Friday.

Enclosed please find a Summary Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team

DocuSign Envelope ID: 3703F83B-0220-473C-B212-653209F2619B

THE HARTFORD

August 1, 2023

Account Policy Information:

Agency Name	PAYCHEX INSURANCE AGENCY INC/PHS
Agency Code	76210756

Recipient Information

Guardian Public Safety Background
PO BOX 2393
LODI CA 95241-2393

SUMMARY OF INSURANCE

Account Policy Recap	Policy Number	Policy Term	Premium
Worker's Compensation Hartford Casualty Insurance Company	76 WEG AT4Y23	07/01/2023 to 07/01/2024	$2,007

DocuSign Envelope ID: 3703F83B-0220-473C-B212-653209F2619B

Worker's Compensation Summary of Insurance
with
Hartford Casualty Insurance Company
A member company of The Hartford

07/01/2023 - 07/01/2024

Policy Detail: Worker's Compensation

Policy States: CA

Location 1 **Premises Address:**

11 SOUTH SAN JOAQUIN 8TH FLOOR
Stockton CA 95202

Location 2 **Premises Address:**

2109 BLUEJAY WAY
LODI CA 95240-6351

Worker's Compensation Coverages:

Employer's Liability Limits	**Limit**
Disease - Policy Limit	$1,000,000
Bodily Injury – Accident	$1,000,000
Disease - Each Employee	$1,000,000

Class/Payroll Detail	Class Description	Class Code	Payroll
Location 2 - CA	CLERICAL OFFICE EMPLOYEES-N O C	8810	$222,700
Location 2 - CA	SALESPERSONS - OUTSIDE	8742	$57,200
Location 1 - CA	CLERICAL OFFICE EMPLOYEES-N O C	8810	$600

This Summary and its attachments provides a high level overview of policy coverages and does not include all conditions, limitations or exclusions. Please refer to the actual policy forms for detailed coverages, limits and deductibles.

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AMENDMENT NO. 1
TO STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
GUARDIAN PSBI, INC.
DBA GUARDIAN PUBLIC SAFETY BACKGROUND INVESTIGATIONS

THIS AMENDMENT NO. 1 to the Standard Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and **Guardian PSBI, Inc. dba Guardian Public Safety Background Investigations** (hereinafter, "CONTRACTOR") is hereby entered into between the County and CONTRACTOR (collectively, "the Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into a Standard Agreement with the County on August 29, 2023, (hereinafter, "Agreement") to provide pre-employment background investigation services for the Probation Department (hereinafter, "services") through August 31, 2024, for an amount not to exceed $25,000; and

WHEREAS, County has a continued need for services; and

WHEREAS, additional funding is necessary to allow CONTRACTOR to continue to provide the services required by the County; and

WHEREAS, the Parties wish to amend the Agreement to increase the Agreement's amount by $31,900 for a total not to exceed amount of $56,900 with no change to the Agreement's term, to allow CONTRACTOR to continue to provide the services identified in the Agreement and as amended by this Amendment No. 1.

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

1. Amend the second sentence under Section 2.0, "Payment Provisions", to read as follows:

   The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of $56,900.

2. Amend the first sentence of Sub-Section B.1 "Compensation/Payment" of "Exhibit A – Scope of Services/Payment Provisions" to read as follows:

   County shall pay an amount not to exceed **$56,900** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services.

3. Except as amended herein, all other terms and conditions of the Agreement, including all Exhibits thereto, remain in full force and effect as set forth in the Agreement.

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4. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

DocuSign Envelope ID: 59D33A17-07E7-4994-ADBB-B3F1F29F12C7

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: DocuSigned by: Debra Wilson 7B741937AA0D41B...
Contracts/Purchasing Officer

Date: 1/25/2024

Approved as to Fiscal Provisions:

By: DocuSigned by: Patricia Ruiz E79EF64E57454E6...
Auditor/Controller

Date: 1/23/2024

Approved as to Liability Provisions:

By:
Risk Management**

Date:

Approved as to Form:
Office of the County Counsel
Susan K. Blitch, Acting County Counsel

By: DocuSigned by: Anne K. Brereton 07025F3AA36B4A4...
Anne K. Brereton
Deputy County Counsel

Date: 1/22/2024

CONTRACTOR

Guardian PSBI, Inc. dba Guardian Public Safety Background Investigations
Contractor's Business Name*

By: DocuSigned by: Steven D. Ward B890D68329F0499...
(Signature of Chair, President, or Vice-President)

Steven D. Ward, President & CEO
Print Name and Title

Date: 1/22/2024

By: DocuSigned by: Steven D. Ward B890D68329F0499...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) *

Steven D. Ward, CFO & Secretary
Print Name and Title

Date: 1/22/2024

*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.

**Approval by Risk Management is necessary only if changes are made to Paragraphs 8 or 9 of the Agreement.

DocuSign Envelope ID: 59D33A17-07E7-4994-ADBB-B3F1F29F12C7

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/24/2023

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 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	CONTACT NAME: Abram Alaniz	
El Dorado Insurance Agency, Inc. El Dorado Sec Srvs Ins Agy 3673 Westcenter Drive Houston TX 77042	PHONE (A/C, No, Ext): (713)521-9251	FAX (A/C, No): (713)521-0125
	E-MAIL ADDRESS: aalaniz@eldoradoinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Champlain Specialty Insurance Co	16834
INSURED	INSURER B :	
Guardian Public Safety Background Investigations, LLC 120 School Street #2393 Lodi CA 95241	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: SPECIAL ENDTS(08/23) 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	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Errors & Omissions GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			CSPI-0001114-02	8/22/2023	8/22/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 5,000,000 $ 5,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is named as Additional Insured on the General Liability policy.

The General Liability policy contains a special endorsement with "Primary and Noncontributory" wording.

CERTIFICATE HOLDER

County of Monterey, its Officers, Agents, and Employees
20 East Alisal Street
2nd Floor
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

R.L. Ring, Jr./LQIU

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
County of Monterey, its Officers, Agents, and Employees 20 East Alisal Street, 2nd Floor Salinas, CA 93901	Any location where required by written contract signed by both parties and the insured contract is executed prior to any loss
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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Print Date: 8/31/2023

DocuSign Envelope ID: 59D33A17-07E7-4994-ADBB-B3F1F29F12C7

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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Print Date: 8/31/2023

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THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

August 1, 2023

Guardian Public Safety Background
PO BOX 2393
LODI CA 95241-2393

Account Information:

Policy Holder Details :	**Guardian Public Safety Background**

Contact Us

Need Help?

Chat online or call us at

(866) 467-8730.

We're here Monday - Friday.

Enclosed please find a Summary Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team

DocuSign Envelope ID: 59D33A17-07E7-4994-ADBB-B3F1F29F12C7

August 1, 2023

Account Policy Information:

Agency Name	PAYCHEX INSURANCE AGENCY INC/PHS
Agency Code	76210756

Recipient Information

Guardian Public Safety Background
PO BOX 2393
LODI CA 95241-2393

SUMMARY OF INSURANCE

Account Policy Recap	Policy Number	Policy Term	Premium
Worker's Compensation Hartford Casualty Insurance Company	76 WEG AT4Y23	07/01/2023 to 07/01/2024	$2,007

DocuSign Envelope ID: 59D33A17-07E7-4994-ADBB-B3F1F29F12C7

Worker's Compensation Summary of Insurance
with
Hartford Casualty Insurance Company
A member company of The Hartford
07/01/2023 - 07/01/2024

Policy Detail: Worker's Compensation
Policy States: CA

Location 1 **Premises Address:**
11 SOUTH SAN JOAQUIN 8TH FLOOR
Stockton CA 95202

Location 2 **Premises Address:**
2109 BLUEJAY WAY
LODI CA 95240-6351

Worker's Compensation Coverages:

Employer's Liability Limits	Limit
Disease - Policy Limit	$1,000,000
Bodily Injury – Accident	$1,000,000
Disease - Each Employee	$1,000,000

Class/Payroll Detail	Class Description	Class Code	Payroll
Location 2 - CA	CLERICAL OFFICE EMPLOYEES-N O C	8810	$222,700
Location 2 - CA	SALESPERSONS - OUTSIDE	8742	$57,200
Location 1 - CA	CLERICAL OFFICE EMPLOYEES-N O C	8810	$600

This Summary and its attachments provides a high level overview of policy coverages and does not include all conditions, limitations or exclusions. Please refer to the actual policy forms for detailed coverages, limits and deductibles.

Docusign Envelope ID: A32DB60C-3D06-479B-8FFD-F8CD55715862

AMENDMENT NO. 2
TO STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
GUARDIAN PSBI, INC.
DBA GUARDIAN PUBLIC SAFETY BACKGROUND INVESTIGATIONS

THIS AMENDMENT NO. 2 to the Standard Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and **Guardian PSBI, Inc. dba Guardian Public Safety Background Investigations** (hereinafter, "CONTRACTOR") is hereby entered into between the County and CONTRACTOR (collectively, "the Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into a Standard Agreement with the County on August 29, 2023, (hereinafter, "Agreement") to provide pre-employment background investigation services for the Probation Department (hereinafter, "services") through August 31, 2024, for an amount not to exceed $25,000; and

WHEREAS, Agreement was amended by the Parties on January 25, 2024 (hereinafter, "Amendment No. 1") to increase the Agreement's amount by $31,900 for a total not to exceed amount of $56,900 with no change to the Agreement's term; and

WHEREAS, County has a continued need for services; and

WHEREAS, additional time and funding are necessary to allow CONTRACTOR to continue to provide the services required by the County; and

WHEREAS, the Parties wish to amend the Agreement to extend the term for two (2) additional years through August 31, 2026 and to increase the Agreement's amount by $175,000 for a total not to exceed amount of $231,900 to allow CONTRACTOR to continue to provide the services identified in the Agreement and as amended by this Amendment No. 2.

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

1. Amend the second sentence under Section 2.0, "Payment Provisions", to read as follows:

   The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of $231,900.

2. Amend the first sentence of Paragraph 3.01 of Section 3.0, "Term of Agreement", to read as follows:

   The term of this Agreement is from August 28, 2023 to August 31, 2026, unless sooner terminated pursuant to the terms of this Agreement.

Docusign Envelope ID: A32DB60C-3D06-479B-8FFD-F8CD55715862

3. Amend the first sentence of Sub-Section B.1 "Compensation/Payment" of "Exhibit A – Scope of Services/Payment Provisions" to read as follows:

   County shall pay an amount not to exceed **$231,900** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services.

4. Except as amended herein, all other terms and conditions of the Agreement, including all Exhibits thereto, remain in full force and effect as set forth in the Agreement.

5. This Amendment No. 2 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

Docusign Envelope ID: A32DB60C-3D06-479B-8FFD-F8CD55715862

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: DocuSigned by: Debra Wilson 7B741937AA0D41B...
Contracts/Purchasing Officer

Date: 8/22/2024

Approved as to Fiscal Provisions:

By: DocuSigned by: Patricia Ruiz E7ED5945574540...
Auditor/Controller

Date: 8/8/2024

Approved as to Liability Provisions:

By:
Risk Management**

Date:

Approved as to Form:
Office of the County Counsel
Susan K. Blitch, County Counsel

By: Signed by: Anne K. Brereton 67023...
Anne K. Brereton
Deputy County Counsel

Date: 8/7/2024

CONTRACTOR

Guardian PSBI, Inc. dba Guardian Public Safety Background Investigations
Contractor's Business Name*

By: DocuSigned by: Steven D. Ward B890D68229F9499...
(Signature of Chair, President, or Vice-President)

Steven D. Ward, President & CEO
Print Name and Title

Date: 8/5/2024

By: DocuSigned by: Steven D. Ward B890D68229F9499...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) *

Steven D. Ward, CFO & Secretary
Print Name and Title

Date: 8/5/2024

*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.

**Approval by Risk Management is necessary only if changes are made to Paragraphs 8 or 9 of the Agreement.

Docusign Envelope ID: 55B04FC7-86C3-8F4C-8071-F641ABBA26FC

AMENDMENT NO. 3
TO STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
GUARDIAN PSBI, INC.
DBA G2 PUBLIC SAFETY BACKGROUNDS

THIS AMENDMENT NO. 3 to the Standard Agreement A-17069 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and **Guardian PSBI, Inc. dba G2 Public Safety Backgrounds** (hereinafter, "CONTRACTOR") is hereby entered into between the County and CONTRACTOR (collectively, "the Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into a Standard Agreement A-17069 with the County on August 29, 2023, (hereinafter, "Agreement") to provide pre-employment background investigation services for the Probation Department (hereinafter, "services") through August 31, 2024, for an amount not to exceed $25,000; and

WHEREAS, Agreement was amended by the Parties on January 25, 2024 (hereinafter, "Amendment No. 1") to increase the Agreement's amount by $31,900 for a total not to exceed amount of $56,900 with no change to the Agreement's term; and

WHEREAS, Agreement was amended by the Parties on August 22, 2024 (hereinafter, "Amendment No. 2") to extend the Agreement's term for two (2) additional years through August 31, 2026 and to increase the Agreement's amount by $175,000 for a total not to exceed amount of $231,900; and

WHEREAS, Effective February 2026, CONTRACTOR updated their dba from Guardian Public Safety Background Investigations to G2 Public Safety Backgrounds with no change to the corporation's name operating as Guardian PSBI, Inc.; and

WHEREAS, County has a continued need for services; and

WHEREAS, CONTRACTOR'S Fee Schedule requires an update effective September 1, 2026; and

WHEREAS, additional time and funding are necessary to allow CONTRACTOR to continue to provide the services required by the County; and

WHEREAS, the Parties wish to further amend the Agreement to update the CONTRACTOR'S Fee Schedule, extend the term for three (3) additional years through August 31, 2029, and to increase the Agreement's amount by $264,100 for a total not to exceed amount of $496,000 to allow CONTRACTOR to continue to provide the services identified in the Agreement and as amended by this Amendment No. 3.

Docusign Envelope ID: 55B04FC7-86C3-8F4C-8071-F641ABBA26FC

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

1. Amend the second sentence under Section 2.0, "Payment Provisions", to read as follows:

   The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of $496,000.

2. Amend the first sentence of Paragraph 3.01 of Section 3.0, "Term of Agreement", to read as follows:

   The term of this Agreement is from August 28, 2023 to August 31, 2029, unless sooner terminated pursuant to the terms of this Agreement.

3. Amend the first sentence of Sub-Section B.1 "Compensation/Payment" of "Exhibit A – Scope of Services/Payment Provisions" to read as follows:

   County shall pay an amount not to exceed **$496,000** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services.

4. Replace the Fee Schedule included in Section B. "Payment Provisions" of Exhibit A – Scope of Services/Payment Provisions" with the revised Fee Schedule attached hereto as "Attachment A – Fee Schedule, Effective September 1, 2026."

5. Except as amended herein, all other terms and conditions of the Agreement, including all Exhibits thereto, remain in full force and effect as set forth in the Agreement.

6. This Amendment No. 3 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

Docusign Envelope ID: 55B04FC7-86C3-8F4C-8071-F641ABBA26FC

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By:

County Purchasing Agent

Date:

Approved as to Fiscal Provisions:

By: DocuSigned by: Patricia Ruiz E79E564E57454F6...

Auditor/Controller

Date: 8/11/2026

Approved as to Liability Provisions:

By:

Risk Management**

Date:

Approved as to Form:
Office of the County Counsel
Susan K. Blitch, County Counsel

By: Signed by: Anne K. Brereton 27026AA36B4A4...

Anne K. Brereton
Deputy County Counsel

Date: 8/7/2026

CONTRACTOR

Guardian PSBI, Inc. dba G2 Public Safety Backgrounds
Contractor's Business Name*

By: Signed by: Doug Hayes BF0EBDAFC3B943C...
(Signature of Chair, President, or Vice-President)

Doug Hayes, President
Print Name and Title

Date: 8/7/2026

By: Signed by: Doug Hayes BF0EBDAFC3B943C...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) *

Doug Hayes, Secretary
Print Name and Title

Date: 8/7/2026

*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.

**Approval by Risk Management is necessary only if changes are made to Paragraphs 8 or 9 of the Agreement.

Docusign Envelope ID: 55B04FC7-86C3-8F4C-8071-F641ABBA26FC

ATTACHMENT A – FEE SCHEDULE

Effective September 1, 2026

Service/Item	Fee
Non- Sworn Basic background investigation - no credit Rpt. Office staff, probation aids, assistants, etc.	$1,300.00
Positions that require access to sensitive or high-level confidential information:	
Deputy Probation Officers – Sworn	$1,550.00
Lateral Deputy Probation Officers – Sworn w/file review	$1,750.00
Lateral Deputy Probation Officers – Sworn wo/file review	$1,550.00
Juvenile Institutions Officers – Sworn wo/file review	$1,400.00
Juvenile Institutions Officers – Sworn w/file review	$1,600.00
Early Disqualifications/Partial Investigations In the event there is an applicant disqualification or withdrawal, Guardian PSBI, Inc. will notify the Client immediately. If the Client disqualifies the applicant, the investigation will close, a DQ report will be written of known information before DQ or Withdrawal, and the cost will be pro-rated to align with the percentage of the investigation work that was completed, plus a flat fee of $300. *The total will not exceed the flat rate fee of the background investigation.*	TBD/pro-rated + $300
Social Media Investigation by Ferretly:	$25.00
Requirement for Worker Compensation Waiver of Subrogation:	$200/annually

Docusign Envelope ID: B4AF08A8-0CD7-8E4A-81BE-0A600AE71980

MEMORANDUM OF UNDERSTANDING BETWEEN COUNTY OF MONTEREY PROBATION DEPARTMENT AND MONTEREY COUNTY OFFICE OF EDUCATION FOR UNITED WAY MONTEREY COUNTY CHILDREN'S COORDINATOR POSITION

DECLARATION

This Memorandum of Understanding ("MOU") is between the County of Monterey Probation Department ("Probation") on behalf of the County of Monterey ("County") and Monterey Office of Education ("MCOE").

PURPOSE

The purpose of this MOU is to identify the roles and responsibilities of the affected parties in support of the Children's Council Coordinator position, and to create a means for invoicing salary and administrative costs to the funding parties.

BACKGROUND

The Children's Council of Monterey County requires the services of a Coordinator. United Way of Monterey County has agreed to employ the services of a professional and provide administrative supervision to the Children's Council Coordinator.

The Children's Council has agreed to pay its share of the expenses through four (4) local entities represented on the Council: Probation, Department of Social Services (DSS), Health Department, and MCOE. The County is entering into a separate agreement with United Way of Monterey County for the provision of a Children's Council Coordinator for the period of July 1, 2026 through June 30, 2027. Probation will serve as the fiscal agent for the agreement and will invoice each partner separately. Individual payments by Probation, DSS, Health Department, and MCOE shall not exceed **$14,050** annually.

This MOU covers the agreement between MCOE and Probation. A separate MOU will be developed between DSS, Health Department, and Probation.

United Way of Monterey County shall be the employer of record for the Children's Council Coordinator and provide administrative supervision to the position. A position description is attached as **Exhibit A** of this MOU. United Way of Monterey County will provide an office, furniture, phone, computer, and other office support.

GENERAL PROVISIONS

The Children's Council will pay its share of expenses through four (4) entities represented on the Council: Probation, DSS, Health, and MCOE. The four entities each agree to pay one-quarter of the total actual expenditures amount: a maximum contribution of **$14,050** each annually, to be paid in quarterly installments of up to **$3,512.50**, for a total maximum of **$56,200** to cover salary

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and benefits costs for a half-time position (25 hours per week), and the operating expense to support the position. A budget for this position is attached to this MOU as **Exhibit B.** Probation will receive an interdepartmental electronic transfer (IET) at the end of each quarter from DSS in the amount of up to $3,512.50; and will create an IET at the end of each quarter on behalf of Health to Probation for the agreed upon share of actual costs. Probation will submit an invoice to MCOE each quarter and process the deposit of their payment to the County Auditor-Controller's Office upon receipt.

DISPLACEMENT

The parties to this MOU agree that the employment of the Children's Council Coordinator will not result in displacement.

Displacement is defined as:

a) Displacement or partial displacement of current employees, etc.

b) The filing of positions, which would otherwise be promotional opportunities for current employees.

c) The filling of a position, prior to compliance with applicable personnel procedures or provisions of collective bargaining Agreements.

d) The filling of established unfilled public agency positions, unless the positions are unfunded in a public agency budget.

e) The filling of a position created by termination, layoff, or reduction in work force, etc.

f) A strike, lockout or other bona fide labor dispute, or violation of any existing collective bargaining agreement between employees and employers.

g) The filling of a work assignment customarily performed by a worker in a job classification within a recognized collective bargaining unit in that specific work site, or funded positions are vacant or regular employees laid off.

h) The termination of a contract for services, prior to expiration date, that results in displacement full or partial of workers performing contracted services.

i) The denial to a participant or employee of protection afforded other workers on the work site by state and federal laws governing workplace health, safety, and representation. WELFARE & INSTITUTIONS CODE §11324.6.

INDEMNIFICATION AND INSURANCE

Mutual Indemnification: Except as otherwise required by applicable law, the County of Monterey and MCOE agree that each party shall be responsible for their own actions, including

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but not limited to any negligent and/or intentional acts and/or omissions of its officers, agents and employees; and neither party shall be responsible for the acts and/or omissions of the other. Each party therefore agrees to hold harmless and indemnify the other party against any and all claims, demands, suits, judgments, expenses and costs of any and every kind, insofar as it may legally do so, on account of the injury to or death of persons or loss of property arising in any manner out of the indemnifying party's performance of the terms of this MOU.

During the term of this MOU, both parties shall obtain and maintain or provide proof of (a) commercial general liability insurance or a program of self-insurance, including but not limited to premises, personal injuries, products, and completed operations, with a combined single limit of not less than $1,000,000 per occurrence and (b) workers' compensation insurance in accordance with California Labor Code section 3700 or an authorized program of self-insurance, with a minimum of $1,000,000 per occurrence for employer's liability.

FISCAL

Probation will invoice MCOE quarterly for payment of reimbursement, and will submit a statement of expenses to:

Monterey County Office of Education
P.O. Box 80851
Salinas, CA 93912

TERM

This MOU shall commence effective **July 1, 2026** and remain in full force and effect through **June 30, 2027**. If funding is available for subsequent years, this MOU will be reviewed and may be updated or revised by mutual consent.

Either party may terminate this MOU upon giving at least thirty days written notice of such termination to the other party. Upon such termination, Probation shall be reimbursed for all services provided to MCOE, up to and including the date of termination.

Neither party shall assign, sell, mortgage, hypothecate or otherwise transfer its interest or obligations in this MOU without the prior consent of the other party.

No alteration, modification, or variation of the terms of this MOU shall be valid unless made in writing and signed by the parties hereto. No oral understanding or agreement not incorporated herein shall be binding on either party hereto.

NOTICES

Notices to the parties in connection with this MOU shall be given personally or by regular mail addressed as follows:

Docusign Envelope ID: B4AF08A8-0CD7-8E4A-81BE-0A600AE71980

To County of Monterey:

Jose Ramirez, Chief Probation Officer
Monterey County Probation Department
20 E. Alisal Street
Salinas, CA 93901

To Monterey County Office of Education:

Colleen Stanley, Chief Business Official
Monterey County Office of Education
901 Blanco Circle
Salinas, CA 93912-0851

We, the undersigned, as authorized representatives of the **COUNTY OF MONTEREY PROBATION DEPARTMENT AND MONTEREY COUNTY OFFICE OF EDUCATION** do hereby approve this document:

COUNTY OF MONTEREY

PROBATION DEPARTMENT

Signature of Chief Contracts & Procurement Officer

Date:

Approved as to Content:

Signed by:
Jose Ramirez
F6913DA9CADA4C8...

Signature of Chief Probation Officer

Date: 7/31/2026

Approved as to Form:

Signed by:
070257JA36B4A4...

Anne K. Brereton
Deputy County Counsel

Date: 7/31/2026

Approved as to Fiscal Provisions:

DocuSigned by:
Patricia Ruiz
E79EF64E57464F6...

Deputy Auditor/Controller

Date: 7/31/2026

MONTEREY COUNTY OFFICE OF EDUCATION

CONTRACTOR

Signed by:
By: Colleen Stanley
A0B1F66D6DB2470...

Colleen Stanley, Associate Superintendent/ Chief Business Official, MCOE

Date: 7/10/2026

Docusign Envelope ID: B4AF08A8-0CD7-8E4A-81BE-0A600AE71980

EXHIBIT A

CHILDREN'S COUNCIL COORDINATOR
Position Description

This position functions as the Coordinator and technical administrator for the Monterey County Children's Council and will work towards the achievement of an integrated system of children's services. The Coordinator is the information and communications liaison to organizations that directly address children's issues and provide services to Monterey County children and families.

The Children's Council Coordinator will work under the administrative direction of the President of United Way of Monterey County and will receive policy and program direction from the Executive Committee of the Monterey County Children's Council. The following items represent the Scope of Work and specific responsibilities of this position:

1. Serves as an administrative and information resource to the Children's Council and as a liaison to United Way.

2. Promotes and assists with the development of collaboration between member organizations, school districts and community-based organizations. Initiates and participates in countywide planning for the provision of children's services in an integrated system.

3. Establishes and maintains effective working relationships with community organizations, government agencies and the general public; represents the Children's Council at a variety of meetings and functions; serves as an information resource to the community.

4. Prepares and delivers presentations regarding children's services, activities and needs to the Council, County Board of Supervisors, Children and Families Commission and other agencies, councils, commissions and /or community groups.

5. Facilitates support as needed (including expense reimbursement or stipends) to help community members participate or present community perspectives to the Council.

6. Reviews and reports to the Children's Council on proposed and existing legislation related to children's issues, services and programs.

7. Assists the Children's Council in the development of a countywide plan for children's services that identifies unmet needs, duplication of services, new programs and resources to address the needs of children and their families.

8. Assists in the preparation of the Children's Council annual report to the County Board of Supervisors.

9. Provides support to the Children's Council's standing and ad hoc committees.

10. Assists in the development of program services standards (benchmarks/best practices) and in setting priorities for policy development.

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11. Identifies and recommends potential candidates for membership for current and/or anticipated vacancies on the Council.

12. Provides orientation to new Council members related to membership responsibilities.

13. Prepares meeting agendas and completes meeting minutes and correspondence for the Children's Council.

14. Maintains Children's Council website integrity and acts as liaison to website technical consultants, overseeing any professional support services to maintain online information.

15. Facilitates Children's Council site reviews and participates in the development of outcome evaluation methodology and procedures for program services and system evaluation.

16. Other duties as assigned.

EXHIBIT B

Docusign Envelope ID: B4AF08A8-0CD7-8E4A-81BE-0A600AE71980

BUDGET

Budget Line Item	**Budget Amount**
Salary Part-time Coordinator* (Includes employee benefits and employer payroll taxes)	$43,459.00
Consulting Fees	$11,000.00
Travel including mileage/parking**	$600.00
Meetings (Includes presenter stipends and incidental expenses)	$1,000.00
Printing	$141.00
TOTAL	**$56,200.00**

* Not to exceed twenty-five (25) hours per week.
** Must comply with County Travel Policy.

Docusign Envelope ID: 9622584E-23C2-814A-819E-5A4B5FA94D91

AGREEMENT BETWEEN
FIRST 5 MONTEREY COUNTY
AND
COUNTY OF MONTEREY – PROBATION DEPARTMENT

FUNDED PARTNER:	**County of Monterey – Probation Department**
MANAGEMENT AGENCY PARTNER	Door to Hope
PROJECT/SERVICES	Strong Start Partnership - Care Coordination Direct Services
AGREEMENT TERM:	July 1, 2026 through June 30, 2028
AGREEMENT AMOUNT:	$56,038.00
CONTACT PERSON:	Program Contact: Debra Perez, Probation Services Manager PerezD1@countyofmonterey.gov Fiscal Contact: Dawn Soza, Finance Manager SozadD@countyofmonterey.gov
ADDRESS:	168 W. Alisal St., Salinas, CA 93901

This Agreement is between MONTEREY COUNTY CHILDREN & FAMILIES COMMISSION, publicly known as FIRST 5 MONTEREY COUNTY, referred to as "F5MC", and COUNTY OF MONTEREY – PROBATION DEPARTMENT, referred to as "FUNDED PARTNER" to implement the Strong Start Partnership.

Whereas all services provided herein are in furtherance of the goals and objectives in the F5MC Strategic Plan Framework July 2023- June 2029; and

Whereas, on February 23, 2026, the Commissioners delegated authority to the Executive Director to negotiate, execute, and amend a contract with FUNDED PARTNER for the services described in this Agreement.

IT IS HEREBY MUTUALLY AGREED that the parties will adhere to the provisions of this Agreement, including **Exhibit A** (Scope of Work); **Exhibit B** (Budget); **Exhibit C** (Insurance Requirements); **Exhibit D** (Applicable Laws Regarding Non-Discrimination); and **Exhibit E** (Applicable Laws regarding Confidentiality); **Exhibit F** (Business Associates Agreement); and **Exhibit G** (Best Practices for Protecting All Client Information). Exhibits A-G are attached hereto and incorporated herein by this reference.

FUNDED PARTNER APPROVALS

Signed by: Anne k. Brereton 07025F3AA36B4A4...
7/30/2026
Anne Brereton, Deputy County Counsel, County of Monterey — Date

Contracts Purchasing Agent
County of Monterey — Date

DocuSigned by: Patricia Ruiz E79EF64E57454F6...
7/31/2026
Auditor-Controller's Office
County of Monterey — Date

Signed by: Jose Ramirez F0313DA3CADA4C9...
8/3/2026
Jose Ramirez, Chief Probation Officer,
County of Monterey — Date

Tax Identification Number: 94-6000524

FIRST 5 MONTEREY COUNTY APPROVALS

DocuSigned by: Francine Rodd 9F5AAA34963D4FF...
7/29/2026
Francine Rodd, Executive Director — Date

Signed by: Kerstine Curtis 6BB1CF91B64F425...
7/29/2026
Kerstine Curtis, Director of Finance — Date

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I. TERM OF AGREEMENT AND COMPENSATION

A. Term of Agreement. The term of this Agreement is from July 1, 2026 to and including June 30, 2028.

B. Compensation. F5MC will compensate FUNDED PARTNER for services provided hereunder in an amount not to exceed $56,038.00 for the term of the Agreement as stated above. F5MC will compensate FUNDED PARTNER according to the Budget shown in Exhibit B, subject to the terms and conditions set forth in this Agreement, for services rendered according to the Scope of Work as shown in Exhibit A.

II. TERMINATION

A. Termination Without Cause. F5MC may terminate this Agreement without cause by giving the FUNDED PARTNER thirty (30) days written notice.

B. Termination for Cause. If either party determines that the other party has not met or will not meet the requirements of this Agreement, that party may provide the other party with a three (3) day written notice to cure such deficiency or deficiencies or to provide assurances that it will perform under the Agreement. If the party receiving such three (3) day written notice has not cured within such period, the originally-notifying party shall then provide a notice of termination specifying the reason for termination and indicating the effective date of termination.

F5MC may terminate this Agreement for cause when it concludes, in its sole determination that FUNDED PARTNER has:

1) Materially breached of this Agreement;
2) Violated any applicable local, state, or federal laws;
3) Assigned any of the services described in this Agreement to a subcontractor without prior written consent from F5MC;
4) Failed to provide services to F5MC's reasonable satisfaction;
5) Failed to comply with F5MC reporting and audit requirements; or
6) Improperly used funds provided by F5MC under this Agreement.

C. Termination Due to Change in State Funding. In addition, F5MC has the right to terminate this Agreement upon three (3) days written notice in the event that funding from the State of California to F5MC is reduced, suspended, or terminated for any reason. FUNDED PARTNER expressly waives any and all claims against F5MC for damages arising from the reduction, suspension, or termination of funds.

D. Termination Provision. FUNDED PARTNER will deliver to F5MC copies of all materials used or developed under this Agreement including, but not limited to, all data collection forms, reports, and other work performed by FUNDED PARTNER under this Agreement.

III. NO FUNDS SUPPLANTED

The parties to this Agreement understand that each is bound by the provisions of Section 30131.4 of the Revenue and Taxation Code which states: "All moneys raised pursuant to taxes imposed by Section 30131.2 shall be appropriated and expended only for the purposes expressed in the California Children and Families Act, and shall be used only to supplement existing levels of services and not to fund existing levels of service. No moneys in the California Children and Families Trust Fund shall be used to supplant state or local General Fund money for any purpose."

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FUNDED PARTNER warrants that no funds provided by F5MC shall be used to supplant existing funds from any source for any purpose. Failure to fully comply with these requirements shall be cause for termination of the Agreement for cause.

IV. FISCAL PROVISIONS

A. Fiscal Reporting: FUNDED PARTNER shall submit an invoice with all required backup (Expenditure Report) on a quarterly basis. An Expenditure Report Invoice Template will be customized for each FUNDED PARTNER after execution of this Agreement.

The Expenditure Report for the Strong Start Partnership is due to F5MC on or before the last day of each month for the prior quarter's expenses. For example, the Expenditure Report for September is due to F5MC no later than October 31st.

FUNDED PARTNER shall remit the Expenditure Report which includes the quarterly invoice, a general ledger report for the month showing actual expenditures that tie to the invoice by budget line and detailed payroll reports for the month. Only expenses posted on the general ledger for the billing period that includes backup documentation requested by F5MC will be eligible for reimbursement. F5MC reserves the right to verify expenditures.

With submittal of the Expenditure Report, FUNDED PARTNER asserts that all included expenses directly tie to providing services to qualified participants. FUNDED PARTNER is responsible for insuring that quarterly expenditure reports only include services to qualified residents of Monterey County and do not supplant any other funding.

FUNDED PARTNER is required to setup accounts within their general ledger that mirror the budget line items in Exhibit B.

B. Reimbursement: Reimbursement to FUNDED PARTNER shall be based upon actual verified expenses based on approved Expenditure Report.

All equipment and furniture/fixtures expenditures of $500 or more, and all technology expenditures require pre-approval by F5MC, if not detailed in approved budget. Leasehold improvements and capital assets (building, land, items over $2,500 per piece) are non-reimbursable expenditures.

No reimbursement will be made for any expense that is determined by F5MC, in its sole discretion, to be disallowed and/or not directly related to and consistence with the requirements of this Agreement.

FUNDED PARTNER shall send appropriate personnel to required meetings; communicate and disseminate information received from F5MC to appropriate staff, or fiscal representatives, as necessary; provide oral reports to Commissioners; and complete and submit reports, budgets, and other required information within designated timelines as delineated in the Scope of Work. Funds may be withheld until all reporting requirements are met.

F5MC will make payment to FUNDED PARTNER within thirty (30) days of receipt of complete and approved quarterly Expenditure Report. If F5MC pays a different amount than the amount requested on the invoice and the FUNDED PARTNER wishes to contest the change, the FUNDED PARTNER must email or submit a written request to F5MC's Finance Department within thirty (30) days after FUNDED PARTNER'S receipt of payment. F5MC will timely consider all documentation provided by FUNDED PARTNER in making a final determination of the charge in question.

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V. SCOPE OF WORK AND BUDGET

FUNDED PARTNER agrees to provide, to the complete satisfaction of F5MC, services described in the Scope of Work in accordance with the Budget.

FUNDED PARTNER agrees that it and any subcontractors shall comply with all F5MC requirements, F5MC's Strategic Plan, any and all current and future F5MC policies and procedures, and to ensure F5MC access to information for appropriate auditing, monitoring, reporting, and evaluating of FUNDED PARTNER's performance, allowing for appropriate verification of payment of FUNDED PARTNER's actual cost of providing the services described herein.

F5MC staff must be notified by FUNDED PARTNER in writing of any requested program changes, and FUNDED PARTNER must receive written authorization for those changes prior to implementation of any programmatic changes.

A. **Budget and Scope of Work Revisions:** FUNDED PARTNER is allowed to request a Budget Revision twice per fiscal year. A Budget Revision is defined as making an adjustment between budget line items in the Budget attached hereto as Exhibit B. All Budget Revision requests must be received by F5MC **on or before April 1st.** Upon this request, a Budget Revision Form will be provided by F5MC for completion by FUNDED PARTNER including budgeting adjustments and explanation of requested changes. After submitting a timely Budget Revision request, FUNDED PARTNER must submit all forms required by F5MC in order to be considered. All Budget Revision completed forms must be received by F5MC on or before April 15th (see below for chart of due dates). All Budget Revisions must be approved by the F5MC Program Manager, F5MC Fiscal Staff, and must align with the Scope of Work (Exhibit A).

   FUNDED PARTNER is allowed to request a Scope of Work Revision once per fiscal year in conjunction with a Budget Revision request. F5MC, at its sole discretion, may or may not approve Budget or Scope of Work Revision requests.

   Below is a table of available Revisions with the request and completed form due dates.

Revisions	DUE
Revision *Request Submitted* to F5MC	April 1st
Revision Form *Completed and Submitted* to F5MC	April 15th

B. **Budget Reallocations:** FUNDED PARTNER is allowed to request one Budget Reallocation which is due on or before April 15, 2027 (for FY 26/27 – FY 27/28). A Budget Reallocation is defined as reallocating budget amounts between fiscal years (Exhibit B) All Budget Reallocation requests must be received on or before April 15, 2027. Upon this request, a Budget Reallocation Form will be provided by F5MC for completion by FUNDED PARTNER including budgeting adjustments and explanation of requested changes. FUNDED PARTNERS must submit completed forms on or before April 30, 2027 to F5MC. All Budget Revisions must be approved by the F5MC Program Manager, F5MC Fiscal Staff, and must align with the Scope of Work (Exhibit A). F5MC, at its sole discretion, may or may not approve budget reallocation requests. Any funds included in the current fiscal year budget but not expended by the end of the fiscal year remain with F5MC. Unexpended funds will not be added or transferred to future contract allocation amounts.

VI. AUDIT, INSPECTION, AND RETENTION OF RECORDS

A. **Grant Awards Under $30,000.00 per fiscal year:** Funds provided by F5MC and the expenditures shall be accounted for separately in FUNDED PARTNER'S books and records.

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FUNDED PARTNER shall keep a systematic accounting record of the receipt and disbursement of F5MC funds. FUNDED PARTNER is required to setup accounts within their general ledger that mirror the budget line items. FUNDED PARTNER shall permit F5MC to audit, examine, and to copy excerpts and transcripts from such records, and to conduct audits or reviews of all records including, but not limited to: invoices, materials, personnel records, bank account records, business records, billing statements, payroll records, business expense records, and any and all other data related to matters covered by this Agreement. FUNDED PARTNER shall maintain such data and records in an accessible location and condition for a period of not less than four (4) years from the close of this Agreement term, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any federal agency, having an interest in the subject of this Agreement, shall have the same rights conferred upon F5MC herein. FUNDED PARTNER shall keep records that are sufficient to permit the tracing of funds to a level of expenditure adequate to ensure that the funds have not been spent unlawfully. FUNDED PARTNER'S records shall describe and support the use of funds for the agreed upon project.

The method used by the FUNDED PARTNER to track and report costs must conform to Generally Accepted Accounting Principles (GAAP). Contractor will provide a copy of the County of Monterey annual independent audit within 10 months of fiscal year end, conducted in accordance with Generally Accepted Auditing Standards (GAAS).

~~**B. Grant Awards of $30,000.00 or More per fiscal year:** Funds provided by F5MC and the expenditures shall be accounted for separately in FUNDED PARTNER'S books and records. FUNDED PARTNER shall keep a systematic accounting record of the receipt and disbursement of F5MC funds. FUNDED PARTNER is required to setup accounts within their general ledger that mirror the budget line items. FUNDED PARTNER shall permit F5MC to audit, examine, and copy excerpts and transcripts from such records, and to conduct audits or reviews of all records including but not limited to: invoices, materials, personnel records, bank account records, business records, billing statements, payroll records, business expense records, and any and all other data related to matters covered by this Agreement. FUNDED PARTNER shall maintain such data and records in an accessible location and condition for a period of not less than four (4) years from the close of this Agreement term, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any federal agency having an interest in the subject of this agreement shall have the same rights conferred upon F5MC herein. FUNDED PARTNER shall keep records that are sufficient to permit the tracing of funds to a level of expenditure adequate to ensure that the funds have not been spent unlawfully. FUNDED PARTNER'S records shall describe and support the use of funds for the agreed upon project.~~

DS Initial JR kC

Signed by: Anne K. Brereton 07025F3AA36B4A4...

~~The method used by the FUNDED PARTNER to track and report costs must conform to Generally Accepted Accounting Principles (GAAP).~~

~~**Audit Requirements:**~~

	~~**DUE**~~
~~Audit & Certification Letter Submittal~~	~~**Within** 10 months of FUNDED PARTNER'S Fiscal Year-End~~

~~1) FUNDED PARTNER shall submit, to F5MC **within** ***ten (10) months*** of the FUNDED PARTNER'S fiscal year-end either:~~

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DS JR Initial kl

Signed by: Anne K. Brenton 07025F3AA36B4A4...

i. An annual independent audit, conducted in accordance with Generally Accepted Auditing Standards (GAAS) issued by the Comptroller General of the United States. ***The audit must include this grant/program as part of the testing. The request to include the grant/program as part of the testing must be specified in the Audit Engagement.***

OR

ii. An annual independent audit, conducted in accordance with Generally Accepted Auditing Standards (GAAS) issued by the Comptroller General of the United States and a program specific audit. This is a submittal of two separate reports.

2) FUNDED PARTNER will also submit a certification letter that states which option above was completed and submitted. This certification letter must be printed on FUNDED PARTNER'S letterhead and signed by the Fiscal Authority for the FUNDED PARTNER.

3) F5MC reserves the right to require a program specific audit at F5MC's sole discretion.

4) It is acknowledged by the parties hereto that the conditions of this Agreement shall continue in full force and effect until all audit procedures and requirements as stated in this Agreement have been completed to the review and satisfaction of F5MC. FUNDED PARTNER shall bear all costs in connection with, or resulting from, any audit and/or inspections including, but not limited to, actual cost incurred and the payment/repayment of any expenditures disallowed by F5MC, state or federal governmental entities, including any assessed interest and penalties.

5) In the case that providing the required audit within the required time period represents an unreasonable hardship, FUNDED PARTNER shall alert F5MC and request an extension. Additional documentation may be requested by F5MC in order to grant the extension. Once an extension is approved, FUNDED PARTNER will continue to communicate and update F5MC fiscal staff monthly on audit progress and any changes with agreed timeline.

6) Funds may be withheld until audit requirements are met.

VII. F5MC EVALUATION AND DATA SYSTEMS

FUNDED PARTNER shall enter data on all participants into the F5MC data system on an ongoing basis. Exceptions shall only be made by F5MC if the FUNDED PARTNER systematically exports and delivers demographic and service data from a different robust data system in a format acceptable to F5MC on a pre-determined schedule (e.g., daily, weekly, or monthly).

The F5MC Director of Evaluation and Learning shall have the sole responsibility of making exceptions to the obligations contained in this Section VII and any exceptions shall be considered and approved in writing prior to implementation. The F5MC Director of Evaluation and Learning will determine the required information to be entered and the frequency with which different data types should be entered into the data system by the FUNDED PARTNER.

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Expectations from First 5 California and F5MC may change from year to year. FUNDED PARTNER agrees to comply with any and all reporting and evaluation requirements established by F5MC and First 5 California.

VIII. INSURANCE

Without limiting the indemnification of F5MC under this Agreement, FUNDED PARTNER shall maintain in force, or cause to be maintained, the insurance coverage as specified in Exhibit C and shall comply with all other requirements set forth in that Exhibit.

IX. CHANGES IN CONDITION

FUNDED PARTNER agrees to provide immediate written notice to F5MC if significant changes or events occur during the term of this award that could potentially impact this Agreement or the Scope of Work, including, but not limited to changes in FUNDED PARTNER'S, or its subcontractors, management, personnel, loss of funding, additional funds received for the funded program, or revocation of FUNDED PARTNER'S tax-exempt status. Reimbursements may be discontinued, modified, or withheld at the discretion of F5MC pursuant to a change in law, a change in F5MC's available funds, or a material change in FUNDED PARTNER'S legal or financial condition.

X. LICENSING AND CREDENTIALS

FUNDED PARTNER hereby agrees to provide and secure all required governmental or professional licenses and credentials for itself, its facilities, its employees, and all other persons engaged in work in conjunction with this Agreement. FUNDED PARTNER'S failure to comply with this Section IX constitutes a material breach of this Agreement.

XI. ABUSE REPORTING

If services pursuant to this Agreement will be provided to children, FUNDED PARTNER warrants that FUNDED PARTNER is knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) requiring reporting of suspected abuse.

XII. COMPLIANCE WITH LAWS

During the term of this Agreement, FUNDED PARTNER agrees to comply with all applicable federal, state, and local laws and regulations, which prohibit discrimination. These laws include, but are not limited to, those listed in Exhibit D and Exhibit E. If, during the term, the federal government, State of California, or any political subdivision with jurisdiction over the services contemplated by this Agreement, adopts or amends a law or regulation which could impact the services contemplated under this Agreement and, as a result, FUNDED PARTNER has concluded it cannot provide the services contemplated herein, FUNDED PARTNER must submit to F5MC, in writing, a legal memorandum from FUNDED PARTNER'S attorney detailing why FUNDED PARTNER has concluded that complying with this Agreement would violate the new or amended law or regulation and proposing a reasonable solution. F5MC will review the provided memorandum and F5MC will determine, in its sole discretion, whether to accept FUNDED PARTNER'S proposed solution, terminate this Agreement, or pursue any other remedy under this Agreement or at law. F5MC will comply with the California Public Records Act, Government Code §§ 6250 et seq., as may be amended during the term.

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The parties may periodically share aggregate and/or personally identifiable information regarding the services contemplated herein. Additionally, FUNDED PARTNER may, in circumstances, share personally identifiable information with another partner. In such events, FUNDED PARTNERS may not share personally identifiable information regarding the services contemplated herein unless and until FUNDED PARTNER and F5MC have executed a data-sharing agreement. This agreement will describe in detail (i) how such information will be shared, (ii) the parties compliance with all federal and state laws governing the handling and disclosure of such information, and (iii) the liability that may flow from the unlawful or negligent disclosure of such information. FUNDED PARTNER'S failure to execute the data-sharing agreement prior to any disclosure of such information shall constitute a material breach of this Agreement.

XIII. INDEPENDENT CONTRACTOR

FUNDED PARTNER and its officers and employees, in the performance of this Agreement, are independent contractors in relation to F5MC and not officers, employees or agents of F5MC. Nothing in this Agreement shall create any of the rights, powers, privileges or immunities of any officer or employee of F5MC. FUNDED PARTNER shall direct and control its employees and the hours and location of work, all to the extent consistent with the nature of the services as provided herein. FUNDED PARTNER shall be solely liable for all applicable taxes or benefits, including, but not limited to, federal and state income taxes, Social Security taxes, or retirement benefits, which taxes or benefits arise out of the performance of this Agreement. FUNDED PARTNER further represents to F5MC that FUNDED PARTNER has no expectation of receiving any benefits from F5MC incidental to employment.

XIV. INDEMNITY

FUNDED PARTNER shall defend, indemnify, and hold F5MC and its directors, commissioners, employees, agents or volunteers harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of FUNDED PARTNER'S (1) breach of this Agreement; (2) misuse of funded provided under this Agreement; and/or (3) negligence or intentional acts or omissions of FUNDED PARTNER, its officers, employees, agents, or volunteers.

The indemnity contained herein shall be conditioned upon the indemnifying party receiving (1) written notice of any claims, demands, or actions for which indemnity is sought; (2) cooperation in the defense by the party seeking indemnity; and (3) control of the defense and/or settlement of such claim, demand, or action as to which indemnity is sought by the party seeking indemnity.

Acceptance of insurance required by this Agreement does not relieve FUNDED PARTNER from liability under this indemnification clause. The indemnification clause shall apply to all damages or claims for damages suffered as a result of FUNDED PARTNER'S operations regardless if any insurance is applicable or not.

XV. PUBLIC ACKNOWLEDGEMENT OF FUNDS

F5MC is funded by taxpayer dollars. Therefore, FUNDED PARTNER shall appropriately acknowledge funds received from F5MC.

Materials and media produced for the benefit of F5MC funded programs include appropriate acknowledgement as follows:

1) The F5MC logo;
2) The statement, "Made possible by a grant from First 5 Monterey County";

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3) The attribution statement and logo must be included in all public materials that mention the funded grant and its programs or services, including, but not limited to, websites, e-mail blasts, press releases and media advisories, brochures, newsletters, flyers, advertisements, public service announcements, posters, and any other public communication items.

FUNDED PARTNER agrees that F5MC shall be given 72 hours to review and approve in writing (email) any media or promotional material developed by FUNDED PARTNER ***prior*** to the final production and distribution of the material. Communication items for approval should be emailed to the Director of Policy, Advocacy, and Communications and provide a brief description of the purpose for the material being produced. At the request of the FUNDED PARTNER, PACM will also provide high quality F5MC logo files.

XVI. ASSIGNABILITY

FUNDED PARTNER shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of F5MC.

XVII. CONFLICT OF INTEREST

In accepting this Agreement, FUNDED PARTNER affirms that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services. FUNDED PARTNER further agrees that in the performance of this Agreement, it will not employ any contractor or person having a conflict of interest.

XVIII. CHANGES AND AMENDMENTS

F5MC and FUNDED PARTNER may modify this Agreement only by written amendment signed by the parties.

XIX. SEVERABILITY

If any provision of this Agreement is found by a court to be void, invalid, or unenforceable, this Agreement will either be reformed to comply with applicable law or the provision in question will be stricken so as not to affect the validity or enforceability of the remainder of this Agreement.

XX. WAIVER

No delay or failure to require performance of any provision of this Agreement will constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party must be expressly stated in writing, and apply to the specific instance.

XXI. CONFIDENTIALITY

FUNDED PARTNER will maintain the confidentiality of all information in accordance with all applicable state, including the California Public Records Act, and federal laws. FUNDED PARTNER must abide by all confidentiality requirements and protocols, and protect children's and families' information from any unauthorized disclosure. Funded Partner will abide by Health and Safety Code section 130140.1(e) of the Children and Families Act which defines confidential information for First 5 purposes and provides for limited disclosure among partners for the provision of services to families. Other confidentiality laws may apply, including, but not limited to the laws identified in Exhibit F.

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XXII. SUBCONTRACTS

A. Functions undertaken by FUNDED PARTNER may be carried out under subcontracts. However, FUNDED PARTNER may not delegate its duties or obligations nor assign its rights hereunder, either in whole or in part, without prior written consent of F5MC. Any such attempted delegation or assignment without prior consent shall be void. Any change whatsoever in the corporate structure of FUNDED PARTNER, the governing body of FUNDED PARTNER, the management of FUNDED PARTNER, or the transfer of assets in excess of ten (10) percent of the total assets of FUNDED PARTNER shall be deemed an assignment of benefits under the terms of this Agreement requiring F5MC approval.

B. All subcontracts shall be in writing and copies made available to F5MC. No subcontract shall alter in any way any legal responsibility of FUNDED PARTNER to F5MC. All subcontractors must be provided a copy of this Agreement, and all subcontracts must state that any work performed must be consistent with this Agreement. F5MC has the right to refuse reimbursement for obligations incurred under any subcontract that does not comply with the terms of this Agreement.

C. FUNDED PARTNER shall remain solely responsible for any and all subcontractors' compliance, performance of any and all subcontracts, and the subcontractors' compliance with each and every term of this Agreement, including, but not limited to, compliance with evaluation, reporting, insurance, and auditing requirements. FUNDED PARTNER remains solely responsible for the timely collection and reporting of information from the subcontractor in order to fulfill the reporting, insurance, and audit requirements of this Agreement. The terms and conditions of this Agreement are expressly incorporated into any and all subcontractors' agreements entered into by FUNDED PARTNER.

XXIII. REVERSION OF ASSETS

A. Unexpended Funds. Upon the termination or expiration of the term of this Agreement, FUNDED PARTNER shall transfer to F5MC any unexpended F5MC funds on hand at the time of such termination or expiration and any accounts receivable attributable to the use of subject funds.

B. Real or Personal Property Assets. Any real property or moveable or immovable personal property under FUNDED PARTNER'S control or ownership that was acquired or improved in whole or in part with F5MC funds disbursed under this Agreement, shall either be, at the election of F5MC: (1) used by FUNDED PARTNER for the services or comparable services meeting the purposes of the Children and Families Act and Strategic Plan for a period of five (5) years after termination or expiration of this Agreement, unless a longer period is specified; or (2) disposed of and proceeds paid to F5MC in a manner that results in F5MC being reimbursed in the amount of the current fair market value (assuming depreciation in accordance with customary business practices) of the real or personal property less any portion of the current value attributable to FUNDED PARTNER'S out-of-pocket expenditures using non-F5MC funds for acquisition of or improvements to, such real or personal property, and less any direct and reasonable costs of disposition, including a reasonable and customary broker's fee incurred in listing and completion of sale of such asset.

1) In furtherance of the foregoing, if F5MC selects continued use of the capital asset, then FUNDED PARTNER hereby agrees that it shall be subject to an ongoing operating and use covenant relating to the subject real or personal property. The foregoing covenant shall service the termination of expiration of this Agreement and shall be actionable at law or in equity by F5MC against FUNDED PARTNER and its successors in interest.

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2) In the event F5MC selects disposition of the subject real or personal property, then FUNDED PARTNER shall exercise due diligence to dispose of such property in conformity with applicable laws and regulations and in accordance with customary business practices. The net proceeds of such disposition shall be disbursed directly to and be payable to F5MC upon the close of the applicable disposition transaction, such as close of escrow for the sale of real property, transfer of motor vehicle "pink slip" in accordance with applicable California Vehicle Code requirements, or completion of sale of personal property by bill of sale in accordance with UCC requirements.

XXIV. NOTICES

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, certified mail, or otherwise delivered as follows:

To: First 5 Monterey County
Attn: Contracts
1125 Baldwin St.
Salinas, CA 93906
C/O ADMIN@first5monterey.org

To: FUNDED PARTNER at the address listing on Page 1 of this Agreement. Notices and consents under this section, which are sent via mail by F5MC, shall be deemed to be received five (5) business days following their deposit in the U.S. mail. Emails sent to either party are deemed received when sent.

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Exhibit A - SCOPE OF WORK

PROJECT SUMMARY	
Monterey County Probation Department (Direct Service Agency) will provide care coordination direct service activities with Door to Hope Management Agency for the First 5 Monterey County (F5MC) Strong Start Partnership implemented over 2 years (FY26/27- FY 27/28).	
Working in collaboration with F5MC, as well as other Strong Start Partnership Funded Partners, contractors, consultants and community service providers, Direct Service Agency will provide cohesive, coordinated, comprehensive care and support for children ages 0 through 5 and their families, with a focus on children through 2 years of age. Direct Service Agency will provide services to families with children 0-5 involved in probation services. The work will include A) All Funded Partner Responsibilities; B) Direct Service Responsibilities; and C) Data, Evaluation and Learning Responsibilities.	
A	**All Funded Partner Responsibilities**
1	Follow appropriate privacy and security protocols, in alignment with HIPAA, including the consent and authorization processes.
2	Participate in co-development and use of common protocols (e.g., related to Care Coordination and/or any future leveraging opportunities).
3	Support F5MC efforts to better understand the needs of focus populations, co-develop better strategies to support them, and strengthen ties with key groups and agencies associated with them.
4	Maintain / develop protocols to maintain culturally and linguistically qualified staff to serve focus populations
5	Maintain/ develop protocols to proactively provide weekend/evening services.
6	Maintain/develop protocols to provide staffing on a regular basis (consistent location/predictable times) to enable walk-in services located in priority zip codes.
7	Provide and maintain staff that are trained and qualified to provide the services described in the scope of work
8	Provide capacity to use virtual/remote technology for communications and services to families.
9	Collaborate with F5MC to co-develop processes for family engagement in alignment with the "Spectrum for Community Engagement to Ownership" and regularly engage families as leaders in shaping service design/delivery.
9a	Participate in tracking systems gaps that occur during the course of supporting families. The systems gap tracking process will be co-developed with F5MC.
9b	In alignment with shared values for culturally responsive/relationship-based connections, identify families to participate in the Central Coast Early Childhood Advocacy Network to support community and public policy campaigns
10	Participate in activities and initiatives that influence early childhood development systems, policies, and practices
11	Diversify funding sources for operations, programs, and services by participating in: Medi-Cal Administrative Activities (MAA), as appropriate; F5MC Learning Groups; and exploration of additional leveraging opportunities either individually or in collaboration with F5MC.
12	Participate in SSP meetings, as needed (Team triage, MDRTs, and management communication meetings). Participate in monthly reflective supervision.
B	**Direct Service Responsibilities**

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1	Collaborate with F5MC to co-create processes for maintaining resource information and conducting outreach at least quarterly.				
1a	Collaborate with F5MC to co-develop protocols describing how Care Coordinators from across Funded Partners will share responsibility for answering one public-facing phone number that can be used by community providers to refer families or by families directly and track data. Probation is only able to receive referrals internally.				
1b	Provide welcoming/response to referrals/inquiries from diverse entry pathways (i.e., service providers/family direct contacts including walk-in and/or call-in). Respond within 48 hours of initial contact/request.				
1c	Implement co-developed triage questions for clients who request services and also the need for weekend or evening appointments and communications.				
1d	Provide "light touch" information (i.e., basic child development information/resources) as needed, ensuring this does not take the place of established caseloads specified below.				
1e	Schedule intake sessions to be conducted no later than 10 working days for clients requesting services.				
1f	Maintain and monitor waitlist for Care Coordination and report caseload enrollment on a weekly basis				
1g	Collaborate with F5MC to co-create processes for maintaining resource information and conducting outreach at least quarterly.				
2	**Provide Care Coordination Services to families with a consistent person**	**CC Staffing**	.115 FTE	**Est. Caseload**	5
		Estimated % based on Caseload			
		% Prenatal Parent(s)	**% children**	**% children**	
		(do not duplicate w/adults)	**0 – 35 mos.**	**36 – 60 mos.**	
		40%	40%	20%	
2a	Conduct intake for families asking for services following F5MC protocols.				
2b	Review and collect F5MC informed consent form with family, and any other relevant consent form (i.e., HIPAA-specific authorization).				
2c	Conduct a child developmental screening within 90 days of intake				
2d	Conduct an adult depression screening within 90 days of intake.				
2e	Conduct other relevant screening to support family assessment (may include, as appropriate, prenatal, Intimate Partner Violence Screening or Social Determinants of Health Screening, etc.).				
2f	Conduct Team Triage for child/adult clients (utilizing screening results as well as other information from intake, etc.).				
2g	Document/track assigned triage level as follows: 1) No Developmental Concerns/Risk Factors; 2) No developmental concerns/some risk factors; 3) Developmental concerns and risk factors. Refer all level 3 to MDRT; Refer level 2 to MDRT as needed.				
2h	Meet with/respond to Level 1 and Level 2 triage families to provide feedback on screenings and any optional community referrals/information as needed (may include internal referrals to Home Visiting).				
2i	Present cases at MDRT as needed - document referrals (including internal referrals to Home Visiting).				
2j	Plan/conduct Roundtable meetings as needed.				
2k	Meet with Level 2 or 3 triage families to co-develop Shared Care Plan/Plan of Care.				

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2l	Review and update Care Plans following program guidance
2m	Connect with enrolled families at least twice per month in-person, or, if needed, via phone.
2n	Follow up on referrals /document access to services, support family progress on goals of Care Plan
2o	Engage family in transition planning at approximately 20 months of service or sooner if family is ready (i.e., non-active, pause or closure). Families will typically receive no more than 24 months of Care Coordination services without review at MDRT and agreement with F5MC.
C	**Data, Evaluation, and Learning Responsibilities**
1	Participate in Continuous Quality Improvement Cycle
1a	Co-develop shared success/outcomes for families/clients
1b	Co-develop ways to measure success/outcomes
1c	Document quantity and quality of activities and services (including items noted for tracking in this SOW)
1d	Engage with families/clients and F5MC in process of reflecting on data in order to continually improve programs and services
2	Participate in development and implementation of informed consent process, data sharing agreements and protocols
3	Keep client level info in F5MC case management data system and/or Parents as Teachers database. Data will be kept up to date on a monthly basis by the 4th of each month unless otherwise agreed upon with F5MC.
4	Run quality assurance reports and update/clean data on a monthly basis by the 4th of each month. Support direct service staff to update or correct any errors or issues in documentation in alignment with F5MC monitoring and continuous quality improvement processes.
5	Train staff on data entry protocols and work with F5MC to update protocols as needed.
6	Work with F5MC to reflect on data related to who is being served and to identify strategies for reaching focus populations (e.g., children under 3)
7	Participate in F5MC data learning group when discussing items that are relevant to Probation care coordination.
8	Participate in F5MC reporting and review requirements, which may include presentations to F5MC, F5MC Commission, and other partners.
9	Engage with F5MC in reflections on how well F5MC is doing as a funder and in supporting the work
10	Designate one program manager to coordinate and oversee the process of issuing logon credentials to Partner's qualified staff. The Partner's Program Manager will complete the First 5 certification form from time to time, attesting that all of Partner's employees or other representatives accessing the First 5 system have been trained on privacy and security of PHI and PII as required under HIPAA, CMIA and CPRA. The Program Manager will also require Authorized Users to complete First 5'confidentiality agreement (or one that is substantially similar to the one suggested by First 5) whereby each Authorized User agrees to keep their log-on credentials and client information confidential and to not share their credentials or Client Information with third parties that are not authorized to use, access or further disclose the Client information. The Authorized Users (to be noted on the F5MC form) can be granted access to the First 5 system to provide services to families who have signed the authorization form. Program Manager will notify First 5 in writing within 2 business days if there is change of employment or role of the Authorized Users.

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F5MC Staff contacts:

- Any questions or concerns regarding Scope of Work should be directed to F5MC Program staff: Ramona@first5monterey.org.
- Any questions or concerns regarding Budget, Audit, Inspection, or Retention of Records requirements should be directed to F5MC Fiscal staff: Martha@first5monterey.org and Kris@first5monterey.org.
- Any questions or concerns regarding Evaluation and Data Systems requirements should be directed to F5MC Evaluation staff: Jenn@first5monterey.org.

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Exhibit B – BUDGET

Budget

Budget Line	Two Year Budget			Total
	% of 1 FTE	26/27	27/28	Budget
Program Personnel Expenses: Include only Direct Service Partner's employee expenses here and list each employee position separately. Salary calculations should include holidays, vacation, sick time, and expected raises/COLAs as applicable.				
Victim Advocate - **Provided in-kind**	11.50%	0.00	0.00	**0.00**
Subtotal Program Personnel		**0.00**	**0.00**	**0.00**
Personnel Taxes and Benefits - Provided in-kind		0.00	0.00	**0.00**
SUBTOTAL Personnel Expenses Provided in-kind		**0.00**	**0.00**	**0.00**
Program Expenses				
Eduardo Eizner - Bilingual Therapist		28,019.00	28,019.00	**56,038.00**
SUBTOTAL Program Expenses		**28,019.00**	**28,019.00**	**56,038.00**
SUBTOTAL Program Expenses subject to Admin/Indirect Rate		**28,019.00**	**28,019.00**	**56,038.00**
ADMIN/INDIRECT (15% max.) Enter Percent**	0.00%	0.00	0.00	0.00
GRAND TOTAL		**$28,019.00**	**$28,019.00**	**$56,038.00**

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Exhibit B (continued) – BUDGET NARRATIVE

DIRECT SERVICE PARTNER - PROGRAM PERSONNEL EXPENSES	
All Positions listed below include allocation to engage in evaluation, monitoring, continuous quality improvement, professional development, reflective practice, and external community collaboration.	
Victim Advocate - **Provided in-kind**	Victim/Child Advocate as part of a team will identify children who are at risk. Through home visitation, teams will provide case management, support and referrals. A 11.5% FTE Victim/Child Advocate is based on the Total Annual Salary of $92,344 for FY 26-27 = $10,620. This cost is supported by the Probation Department and provided in-kind to the program.
Personnel Taxes and Benefits- **Provided in-Kind**	Calculation includes Probation's cost of FICA, Medicare, SUI, health/dental/vision/life ins premiums, worker's comp., and retirement contributions for staff listed. This in-kind line item of $6,924 is estimated at 65.2% of total salaries. This cost is supported by the Probation Department and provided in-kind to the program.

Program Expenses	
Eduardo Eizner - Therapist	Therapist will provide bi-lingual therapy to children and families that are served by Victim/Child advocates within this program. Marriage and Family Therapist Eduardo Eizner conducts individual, group, couples, children or family counseling sessions related to mental health issues, child abuse, neglect, parenting and domestic violence. Eduardo Eizner is bilingual and bicultural, demonstrating sensitivity to cultural differences, and has an established working relationship with the Probation Department. This direct program funded expense will support up to an estimated 164 hours per year of counseling and therapy.
ADMIN/INDIRECT PERCENTAGE	Not applicable

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Exhibit C – INSURANCE REQUIREMENTS

Required Coverage. Without limiting the indemnification of F5MC, on or before the Project Start Date, FUNDED PARTNER must furnish to satisfactory proof of the required insurance (Certificates of Insurance), which must include a commitment by FUNDED PARTNER'S insurers that they will mail notice of any cancellation or reduction of coverage below the amounts required by F5MC, at least 30 days prior to the effective date of the cancellation or change. FUNDED PARTNER may not perform any work under this Agreement until FUNDED PARTNER has obtained all insurance required under this section and the required certificates of insurance have been filed with and approved by F5MC. FUNDED PARTNER must pay any deductibles and self-insured retentions under all required insurance policies. All insurance afforded by FUNDED PARTNER pursuant to this Agreement must be primary to and not contributing to any other insurance maintained by F5MC. FUNDED PARTNER must meet the following insurance requirements:

A. Commercial General Liability. Comprehensive general liability coverage of at least $1 million per occurrence, $2 million annual aggregate. FUNDED PARTNER must list F5MC as additional insured.

B. Workers' Compensation. Workers' Compensation Insurance in accordance with the California Labor Code.

C. Cyber Liability Insurance. Contractor shall maintain cyber liability insurance with limits of not less than $1,000,000 per claim and $1,000,000 aggregate, or equivalent coverage acceptable to F5MC's Legal Counsel. Additional Insured endorsements are not required for this coverage.

D. Automobile Liability. Comprehensive automobile liability coverage with a combined single limit of at least $1 million per accident for bodily injury and property damage on all vehicles operated under FUNDED PARTNER'S authority, whether or not owned by FUNDED PARTNER. FUNDED PARTNER must list F5MC as additional insured.

E. Professional Liability (Errors and Omissions). If FUNDED PARTNER employs or contracts with licensed professional staff in performing the Services, professional liability (errors and omissions) insurance with limits of at least $1 million per occurrence, $3 million annual aggregate.

F. Rating. All insurance must be issued by a company or companies listed in the current "Best's Key Rating Guide" publication with a minimum of a "B+;V" rating, or in special circumstances, be pre-approved by F5MC.

G. Endorsements. FUNDED PARTNER must obtain endorsements to the general liability and auto insurance policies, giving F5MC an unrestricted 30 day prior written notice of cancellation or change in terms or coverage. FUNDED PARTNER must also obtain an endorsement to the workers' compensation policy giving F5MC an unrestricted 10 day prior written notice of any cancellation or change in terms or coverage.

H. Self-Insured. If FUNDED PARTNER is, or becomes during the term, self-insured or a member of a self-insurance pool, FUNDED PARTNER must provide coverage equivalent to the insurance coverage and endorsements required above. F5MC will not accept this coverage unless F5MC determines, in its sole discretion and by written acceptance, that the proposed coverage is equivalent to the above-required coverage.

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I. Liability and Other Actions. Compliance with the insurance requirements discussed above will not relieve FUNDED PARTNER of any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor will it preclude F5MC from taking any other actions available to it under any other provision of this Agreement or otherwise in law.

J. Failure to Maintain Insurance. If FUNDED PARTNER fails to maintain the insurance required in this Section, F5MC may terminate this Agreement and recover damages. Alternatively, F5MC may, in its sole discretion, purchase the required insurance coverage and, without further notice to FUNDED PARTNER, F5MC may deduct from sums due to FUNDED PARTNER any premiums and associated costs advanced or paid by F5MC for the insurance. If the balance of monies obligated to FUNDED PARTNER pursuant to this Agreement is insufficient to reimburse F5MC for the premiums and any associated costs, FUNDED PARTNER must reimburse F5MC for the premiums and pay for all costs associated with the purchase of this insurance. Any failure by F5MC to take this alternative action will not relieve FUNDED PARTNER of its obligation to obtain and maintain the insurance coverage required by this Agreement.

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Exhibit D – APPLICABLE LAWS REGARDING NON-DISCRIMINATION

1. **California Fair Employment and Housing Act**, Govt. Code Sec. 12900 et seq., and the administrative regulations issued thereunder, 2 Calif. Code of Regulations Secs. 7285.0 et seq. (Division 4 - Fair Employment and Housing F5MC); **Section 12940 (c), (h), (1), (i), and (j)**
2. **California Government Code Secs. 11135 - 11139.5, as amended** (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections
3. **Federal Civil Rights Acts of 1964 and 1991** (see Title VI, 42 USC Secs. 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see 45 CFR Part 80)
4. **The Rehabilitation Act of 1973**, Secs. 503 and 504 (29 USC Sec. 793 and 794), as amended; all requirements imposed by the applicable HHS regulations (45 CFR Part 84); and all guidelines and interpretations issued pursuant thereto
5. **Title I-III of the Americans with Disabilities Act of 1990**, 42 U.S.C. Secs. 12111-12117, 12131-12165 & 12181-12189 inclusive
6. **Unruh Civil Rights Act**, Calif. Civil Code Sec. 51 et seq.
7. **Monterey County Code**, Chap. 2.80
8. **Age Discrimination in Employment Act 1975, as amended (ADEA),** 29 U.S.C. Secs 621 et seq.
9. **Fair Labor Standards Act of 1938**, 29 U.S.C. Sec. 201 et seq.
10. **California Labor Code** Sec.1101 et seq.
11. **California Equal Pay Act**, Labor Code Secs.1197.5 and 432.3.
12. **Food Stamp Act of 1977, as amended, 7 U.S.C. Sec. 2011 et seq.**
13. **California Government Code Section 4450**
14. **Title 2 C.C.R. Sec. 11140 et seq.**
15. **The Dymally-Alatorre Bilingual Services Act,** Gov. Code § 7290 et seq.
16. **Small Business Job Protection Act of 1996, Section 1808 titled Removal Of Barriers To Inter Ethnic Adoption**
17. **California Department of Social Services' Manual of Policies and Procedures Division 21 Civil Rights and Cultural Awareness Training**
18. **Federal False Claims Act, 31 U.S.C. Sec. 3729 et. seq. California False Claims Act, California Government Code Sec. 12650 et. seq.**

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Exhibit E – APPLICABLE LAWS REGARDING CONFIDENTIALITY

1. Section 827(a) of Welfare & Institutions Code
2. Section 830 of Welfare & Institutions Code
3. Section 5328 of Welfare & Institutions Code
4. Section 10850 of Welfare & Institutions Code
5. Section 18951 of Welfare & Institutions Code
6. Section 18965 of Welfare & Institutions Code
7. Section 18986.46 of Welfare & Institutions Code
8. Title 42 Code of Federal Regulations part 2.11
9. Title 42 Code of Regulations part 2.12(C)(4)
10. Title 42 Code of Regulations part 2.22
11. Title 42 Code of Federal Regulations part 2.35

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Exhibit F – Business Associates Agreement

This BUSINESS ASSOCIATE Agreement, ("BAA") is made and entered into between First 5 Monterey County ("COVERED ENTITY") and County of Monterey – Probation Department ("BUSINESS ASSOCIATE), each a "Party" and collectively, the "Parties." This BAA shall be effective on the date indicated at the signature page hereto, or the date commensurate with the effective date of the Services Agreement to which this BAA is attached or referenced. This BAA applies to the Parties only to the extent that a business associate relationship exists within the meaning of Code of Federal Regulations, Section 45 CFR 160.103. References to a "Party" shall mean and include such Party's directors, officers, and Workforce.

RECITALS

I. Whereas, the Parties have entered into or will enter into one or more agreements under which BUSINESS ASSOCIATE will provide services to COVERED ENTITY (collectively, the "Services Agreement") pursuant to which BUSINESS ASSOCIATE will have access to PHI;

II. Both Parties are committed to complying with all applicable federal and state laws governing the confidentiality and privacy of PHI ("Applicable Law"), including, but not limited to, the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Part 160 and Part 164, Subparts A and E (collectively, the "Privacy Rule"); and

III. Both Parties intend to protect the privacy and provide for the security of PHI disclosed to BUSINESS ASSOCIATE pursuant to the terms of this Agreement and Applicable Laws.

Now therefore, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

TERMS AND CONDITIONS

DEFINITIONS AND INTERPRETATION

Capitalized terms used herein shall have the meaning given by Applicable Law referenced below, as amended from time to time, or if no code reference is stated then as provided herein. This BAA shall be interpreted in a manner consistent with Applicable Law. In the event of a conflict between this BAA, the Services Agreement or Applicable Law, Applicable Law shall govern, then this BAA, in that order. Unless otherwise provided, references to a federal regulation code section ("CFR") shall be to those of the Privacy Rule.

"Applicable Law" shall mean the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and the regulations promulgated thereunder by the U.S. Department of Health and Human Services (45 CFR Parts 160, 162 and Subparts A, C, D and E of Part 164, the "HIPAA Regulations"), and the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act") Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5 (February 17, 2009), rules and regulations that pertain to (i) the collection, use, protection and disclosure of PHI, (ii) the reporting and mitigation obligations of a Party in the event of a Breach or Security Incident, (iii) interaction with Individuals concerning requests that relate to PHI, (iv) rights of the Secretary and the duties and obligations of a COVERED ENTITY and a BUSINESS ASSOCIATE.

"Breach" as defined in 45 CFR §164.402, means the unauthorized acquisition, access, use, or disclosure of PHI or any activity that compromises the security or privacy of such information, except where an

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unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information.

"Breach Notification Rule" describes the obligations of a Party in the event of a Breach or Security Incident as outlined at Subpart D of 45 CFR Part 164.

"BUSINESS ASSOCIATE" means the person or entity signing below and shall have the meaning given at 45 CFR 160.103.

"COVERED ENTITY" means a; (i) health plan, (ii) healthcare clearing house, or (iii) health care provider who transmits any health information in electronic form in connection with a transaction covered by Subchapter A, See, 45 CFR 160.103 and refers to the person or entity signing below.

"Data Aggregation" with respect to protected health information created or received by a business associate in its capacity as the business associate of a covered entity, the combining of such protected health information by the business associate with the protected health information received by the business associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities. See. 45 CFR §164.501.

"Designated Record Set" as defined at 45 CFR §164.501, means:

(1) A group of records maintained by or for a covered entity that is: (i) The medical records and billing records about individuals maintained by or for a covered health care provider; (ii) The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) Used, in whole or in part, by or for the covered entity to make decisions about individuals.

(2) For purposes of this paragraph, the term record means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for a covered entity.

"De-Identify" means health information that does not identify an individual and with respect to which there is no reasonable basis to believe that the information can be used to identify an individual, where the de-identification meets the implementation specifications set forth at 45 CFR §164.514 (b).

"Disclose" means the release, transfer, provision of access to, or divulging in any manner of information outside the entity holding the information. See, 45 CFR §160.103.

"Health Care Operations" has the meaning given at Section 45 CFR §164.501.

"Individual" refers to the person who is the subject of the information protected under this BAA. See, 45 CFR §160.103 and includes a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

"Limited Data Set" means a set of limited data that meets the requirements of 45 CFR 164.514(e).

"Minimum Necessary Rule" When using or disclosing protected health information or when requesting protected health information from another covered entity or business associate, a covered entity or business associate must make reasonable efforts to limit protected health information to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request. See, 45 CFR §164.502

"Privacy Rule" means refers to the regulations set forth in 45 CFR Part 160 and Part 164, Subparts A and E.

"Protected Health Information" or **"PHI"** means individually identifiable health information as defined at 45 CFR §160.103. Individually identifiable health information is a subset of health information, including demographic information collected from an individual, and:

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(1) Is created or received by a health care provider, health plan, employer, or health care clearinghouse; and

(2) Relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and

(i) That identifies the individual; or

(ii) With respect to which there is a reasonable basis to believe the information can be used to identify the individual.

"Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. See, 45 CFR §164.304.

"Security Rule" means the Security Standards for the Protection of Electronic Health Information provided in 45 CFR Part 164.

"Services Agreement" means and refers to collectively, the Services Agreement and any other agreement between the Parties pursuant to which BUSINESS ASSOCIATE receives, maintains, or creates PHI on behalf of or for the benefit of COVERED ENTITY.

"Workforce" means employees, volunteers, trainees, and other persons whose conduct, in the performance of work for a covered entity or business associate, is under the direct control of such covered entity or business associate, whether or not they are paid by the covered entity or business associate. See, 45 CFR §160.103.

I. **Ownership of PHI.**

i. As between COVERED ENTITY and BUSINESS ASSOCIATE, COVERED ENTITY shall be deemed to be the owner of PHI Disclosed to BUSINESS ASSOCIATE.

II. **BUSINESS ASSOCIATE's Use of PHI.**

i. BUSINESS ASSOCIATE may use PHI; (1) to provide services to COVERED ENTITY pursuant to a Services Agreement, (2) to the Minimum Extent Necessary for the proper management and administration of BUSINESS ASSOCIATE, (3) to provide data aggregation services relating to the health care operations of COVERED ENTITY, (4) de-identify PHI for uses and disclosures permitted under Applicable Law, and (5) to carry out its legal or business responsibilities permitted or required under Applicable Law.

III. **Disclosure of PHI**

i. BUSINESS ASSOCIATE shall not disclose PHI other than as permitted or required by this BAA, the Services Agreement, except that BAA shall not use or disclose PHI in any manner that would constitute a violation of Applicable Law had the disclosure been done by COVERED ENTITY.

ii. Reporting to Law Enforcement. BUSINESS ASSOCIATE may use PHI to report violations of law to appropriate Federal and State authorities in accordance with 45 CFR §164.502(j)(1). In the event BUSINESS ASSOCIATE is required by law to disclose PHI pursuant to a court order or other legal proceeding or investigation, BUSINESS ASSOCIATE shall promptly Notify COVERED ENTITY of such requirement so as to afford COVERED ENTITY sufficient time to take appropriate action to oppose the disclosure.

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iii. Emergency Disclosures. BUSINESS ASSOCIATE may disclose PHI pursuant to 45 CFR § 164.510(b)(3), 42 CFR § 2.51(a), and other applicable law permitting disclosures in cases of incapacity and/ or medical emergency.

iv. Sale of PHI. Subject to the limitations set forth in Section 13405(d)(2) of the HITECH Act, and in compliance with 45 CFR Section 164.502(a)(5) and other Applicable Laws, except for compensation for services provided under the Services Agreement, BUSINESS ASSOCIATE shall not directly or indirectly receive remuneration in exchange for any PHI from a third party.

IV. **Designated Record Set**

i. BUSINESS ASSOCIATE agrees that upon receipt from COVERED ENTITY of written notice regarding any amendment of the Designated Record Set, BUSINESS ASSOCIATE, if BUSINESS ASSOCIATE maintains a Designated Record Set, will make such amendment to the record or attach such documents to the record as instructed by COVERED ENTITY. If BUSINESS ASSOCIATE receives a request for an amendment of the Designated Record Set, BUSINESS ASSOCIATE will within two (2) days forward such request to COVERED ENTITY. BUSINESS ASSOCIATE will take no further action on such a request until it receives instructions from COVERED ENTITY. (45 C.F.R. §164.526)

ii. Within the timeframe required, or such shorter period agreed upon by the Parties, BUSINESS shall furnish COVERED ENTITY, with copies of an Individual's PHI, if and to the extent maintained by BUSINESS ASSOCIATE in a Designated Record Set, in the manner designated by COVERED ENTITY to enable COVERED ENTITY to respond to an Individual's requires for access to PHI under 45 CFR §164.524.

V. **Safeguards to Protect PHI**

i. BUSINESS ASSOCIATE shall implement, use and maintain appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of PHI that BUSINESS ASSOCIATE creates, receives, maintains or transmits on behalf of COVERED ENTITY in accordance with the Security Rule set forth at Subpart C of 45 CFR Part 164. BUSINESS ASSOCIATE agrees to take reasonable steps, including training its agents and employees on the proper use and disclosure of PHI.

VI. **Reporting Use or Disclosure of PHI in violation of this BAA and Services Agreement.**

i. BUSINESS ASSOCIATE shall report in writing to COVERED ENTITY any use or disclosure of PHI inconsistent with the Services Agreement or this BAA, or of a Breach or Security Incident resulting in the unpermitted or unlawful use or disclosure of Unsecured PHI. Such report shall be made within five (5) days of the date BUSINESS ASSOCIATE becomes aware of the violation, Breach or Security Incident in accordance with 45 CFR §164, and immediately take reasonable measures to mitigate, to the extent practicable, any harm resulting from such violation, Breach or Security Incident.

ii. BUSINESS ASSOCIATE shall cooperate with COVERED ENTITY and provide information required so that COVERED ENTITY can comply with applicable Breach reporting and notification requirements in accordance with Applicable Law.

iii. BUSINESS ASSOCIATE shall reimburse COVERED ENTITY for any costs incurred by COVERED ENTITY in complying with the requirements of Subpart D of 45 CFR §164 that are imposed on COVERED ENTITY as a result of a Breach or Security Incident for which BUSINESS ASSOCIATE is liable.

VII. **BUSINESS ASSOCIATE Agents and Subcontractors**

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i. BUSINESS ASSOCIATE shall ensure that its Workforce, including a subcontractor, to whom it provides or grants access to PHI, agrees to the same restrictions and conditions that apply to the BUSINESS ASSOCIATE with respect to the protection, use and disclosure of PHI and implement, use and maintain administrative, physical and technical safeguards to protect PHI in compliance with Subpart C of 45 CFR Part 164.

ii. If BUSINESS ASSOCIATE discovers a pattern of activity or practice of an agent or subcontractor that constitutes a violation of the agent's obligations to BUSINESS ASSOCIATE, BUSINESS ASSOCIATE shall require the agent or subcontractor take immediate steps to cure the violation, and if unsuccessful, BUSINESS ASSOCIATE will terminate the arrangement.

VIII. **Accounting for disclosures**

i. BUSINESS ASSOCIATE shall document disclosures of PHI made by it in a log or other record, to ensure it is able to account for such disclosures as required by 45 CFR §164.528(a). At a minimum, documentation shall include: (i) the date of the disclosure; (ii) the name of the person receiving the PHI, and, if known, the address of such person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of the disclosure or, instead of such statement, a copy of the request for disclosure. BUSINESS ASSOCIATE shall maintain the disclosure log for a period not less than six 6 years.

ii. BUSINESS ASSOCIATE agrees to make available to COVERED ENTITY all information in BUSINESS ASSOCIATE'S possession or control that is required for COVERED ENTITY to make the accounting of disclosures required by 45 CFR §164.528 including the information maintained in the disclosure log referenced above.

iii. Individual requests for an accounting of disclosures shall be forwarded to COVERED ENTITY within ten (10) business days of receipt. BUSINESS ASSOCIATE shall not provide an accounting of disclosures directly to an Individual unless instructed to do so by COVERED ENTITY in writing or required to do so under Applicable Law.

IX. **Availability of books and records**

i. BUSINESS ASSOCIATE agrees to make its internal practices, books and records, including policies and procedures, relating to the use and disclosure of PHI available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining COVERED ENTITY's and BUSINESS ASSOCIATE's compliance with the Privacy Rules.

X. **Individual Requests**

i. BUSINESS ASSOCIATE will forward requests it receives from an Individual for access to PHI to COVERED ENTITY within ten (10) days of receipt. BUSINESS ASSOCIATE shall not respond directly to such Individual's Access Request unless instructed to do so by COVERED ENTITY or required to do so to comply with Applicable Law.

ii. BUSINESS ASSOCIATE shall forward requests from Individuals for amendment to PHI or record in a Designated Record Set, within ten (10) days of receipt. BUSINESS ASSOCIATE shall not amend PHI or a Designated Record Set unless instructed to do so by COVERED ENTITY in writing or required to do so under Applicable Law.

B. **COVERED ENTITY'S RESPONSIBILITIES**

i. COVERED ENTITY shall immediately notify BUSINESS ASSOCIATE of any limitations or restrictions on the use or disclosure of PHI to which it has agreed in accordance with 45 CFR §164.522, to the extent that such restriction may affect BUSINESS ASSOCIATE's use or disclosure of PHI. COVERED ENTITY shall

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indemnify BUSINESS ASSOCIATE for any disclosures of PHI that violate any limitations to which COVERED ENTITY has agreed if not communicated to BUSINESS ASSOCIATE in writing prior to BUSINESS ASSOCIATE'S disclosure.

ii. COVERED ENTITY shall immediately notify BUSINESS ASSOCIATE of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect BUSINESS ASSOCIATE'S use or disclosure of PHI.

iii. Except for data aggregation or management and administrative activities of BUSINESS ASSOCIATE, COVERED ENTITY shall not request BUSINESS ASSOCIATE to use or disclose PHI in any manner that would not be permissible under the PRIVACY RULES if used or disclosed by COVERED ENTITY.

C. **TERM AND TERMINATION**

i. This BAA shall be effective on the Effective Date and the duties and responsibilities of BUSINESS ASSOCIATE with respect to the protection, use and disclosure of PHI shall continue in effect for so long as BUSINESS ASSOCIATE possesses PHI received from COVERED ENTITY regardless of termination of this BAA or the Services Agreement.

ii. Either Party may terminate this BAA, the Services Agreement, and any other related agreements if the other Party fails to cure a material term of this BAA, within 30 days (or such other timeframe as the Parties may mutually agree) after written notice of such breach.

iii. Upon termination of this BAA and upon termination of any Service Agreement(s), BUSINESS ASSOCIATE agrees, if feasible, to return, or destroy (at the option of COVERED ENTITY) all PHI that BUSINESS ASSOCIATE still maintains in any form and retain no copies of such information, or if such return or destruction is not feasible, extend the protections of this BAA to the information and limit further uses and disclosures to those purposes that make the return or destruction not feasible.

II. **Amendment**

i. COVERED ENTITY and BUSINESS ASSOCIATE may amend this BAA from time to time as necessary for the Parties to comply with the requirements of Applicable Law or as mutually agreed by the Parties in a subsequent writing.

III. **Survival**

i. The rights and obligations of BUSINESS ASSOCIATE regarding use and protection of PHI shall survive the termination of this BAA.

IV. **Interpretation**

i. Any ambiguity in this BAA shall be resolved to permit the Parties to comply with the HIPAA Privacy Regulation.

V. **Governing Law**

i. This Agreement shall be governed by and construed in accordance with the laws of the State of California and venue for any action or proceeding brought to enforce or interpret this Agreement shall be brought in the state or federal court situated in California.

VI. **Notice**

i. Notice required by this Agreement or Applicable Law shall be sent in writing to the address set forth below the signature of the respective Parties to this Agreement by certified, first-class mail

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or overnight delivery or by email. Notice whether sent by email or in paper form shall be deemed effective on the third day following the date sent.

VII. **Counterparts.**

i. This Agreement may be signed electronically or by hand and delivered in counterparts, each of which shall be considered an original and all of which, together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this BAA to be *effective* for all purposes as of the date first written above.

First 5 Monterey County	**County of Monterey – Probation Department**
COVERED ENTITY	**BUSINESS ASSOCIATE**
Name: Francine Rodd	**Name:** _____
Signature: DocuSigned by: Francine Rodd 9F5AAA34963D4FF...	**Signature:** _____
Date: 7/29/2026	**Date:** _____
Address for Notice:	**Address for Notice:**
1125 Baldwin St. Salinas, CA 93906	168 W. Alisal St., Salinas, CA 93901
Email Address for Notice:	**Email Address for Notice:**
Admin@first5monterey.org	_____

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Exhibit G – Best Practices for Protecting Client Information

First 5 Monterey County's Best Practices for Protecting All Client Information including: Protected Health Information (PHI) and Personally Identifiable Information (PII)

This list is intended to provide Funded Partners with a high-level summary of critical steps to comply with best practices related to PHI and PII. This does not replace the responsibility of following existing privacy and security laws, including those set forth in the Business Associate Agreement.

Security

- A signed agreement with F5MC is required before using F5MC-supported platforms.
    - If a staff person working on an F5MC project no longer works for a funded partner, the funded partner must notify F5MC within 5 business days for all rights to be removed from the F5MC-supported platforms.
- HIPAA training is required before using F5MC-supported platforms.
- Double authentication is required for all staff using F5MC-supported platforms.
- Encrypted emails are to be used to send any PHI and PII to internal and external partners.
- *Best practice is use encryption when data is at rest, when feasible.

Privacy

- Funded partners should ensure that no client information is shared with any external partners without having a signed authorization form from the client.
- Any document containing client information that is on paper must be secured following HIPAA privacy laws. Best practice is to record all information in the F5MC supported platforms and have no paper documentation.
    - If paper documentation is needed, best practice is to use as little PHI and PII as necessary. Just enough to document the information later in the electronic system.
    - Shred documents with PHI or PII regularly (once a week is a best practice if the documents are no longer needed and are already stored in F5MC-supported platforms.
- Prohibit employees from downloading any PHI or PII of a client onto their personal computer, cell phone or other device.
- Implement policies and procedures that address privacy and security in the workplace whether in an office setting or at home.

Breaches

- If there is any breach to security or privacy best practices and those outlined in BAA, please contact F5MC Privacy and Security Officers.

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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:

Tovar Strategies Inc. dba TMD Creative 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 are generally described as follows:

Provide: Website creative direction and content review for the Services to Education websites; social media design and management; and video and photography services for Health Department, Behavioral Health Bureau.

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: $ 171,900

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from 10/15/2023 **to** 8/30/2025, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement**.

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

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: Exhibit B: Assurance of Compliance with Monterey County Cultural Competency Policy
Exhibit C: 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.

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 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:**
Elsa Jimenez Director of Health Services	Monica Tovar President
Name and Title	Name and Title
1270 Natividad Road, Salinas CA, 93906	90 W. Alisal Street, Salinas, CA 93901
Address	Address
(831) 755-4526	831-758-6425
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: DocuSigned by: Debra Wilson — Contracts/Purchasing Officer

Date: 10/23/2023 | 7:42 AM PDT

By: DocuSigned by: — Department Head (if applicable)

Date: 10/23/2023 | 8:16 PM PDT

Approved as to Form
County Counsel
Leslie J. Girard, County Counsel

By: DocuSigned by: Shane Eben Strong — Office of the County Counsel

Date: 10/20/2023 | 11:34 AM PDT

Approved as to Fiscal Provisions

By: DocuSigned by: Patricia Ruiz — Auditor/Controller

Date: 10/23/2023 | 7:29 AM PDT

By: — Risk Management

Date:

CONTRACTOR

Tovar Strategies, Inc — Contractor/Business Name *

By: DocuSigned by: Monica Tovar — (Signature of Chair, President, or Vice-President)

Monica Tovar, President — Name and Title

Date: 10/17/2023 | 11:04 AM PDT

By: DocuSigned by: — (Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

William Tovar, Assistant secretary — Name and Title

Date: 10/17/2023 | 11:12 AM 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

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EXHIBIT A: SCOPE OF SERVICES / PAYMENT PROVISIONS

County of Monterey Standard Agreement
by and between
County of Monterey, Health Department, Behavioral Health Bureau,
Hereinafter referred to as "COUNTY"
AND
Tovar Strategies Inc. dba TMD Creative Inc., hereinafter referred to as "CONTRACTOR"

I. SCOPE OF SERVICES

A. PURPOSE

The Mental Health Services Oversight and Accountability Commission awarded the County a 4-year Mental Health Student Services Act (MHSSA) grant to build infrastructure for mental health systems at identified school sites and to refine and enhance suicide prevention, intervention, and postvention protocols with the goal of improving student mental health and wellbeing. To guarantee access to information about grant-funded endeavors as required by the MHSOAC and to spread awareness of mental health supports for school-aged children and youth, grant funding was allocated for web design and media specialist services.

CONTRACTOR will provide creative direction and oversight and content review for web and media content to increase awareness of and linkage to mental health services for students and their families.

CONTRACTOR will provide content management, metrics, social media design and management, paid ad placement, and video and photography services in accordance with the needs of the county to meet these objectives.

B. SERVICES

CONTRACTOR shall provide services, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

1. Website Development
   a) CONTRACTOR shall provide website design for services for school-aged children within the COUNTY established website. CONTRACTOR shall provide design mock-ups as well as graphics, fonts, and photos needed for COUNTY to recreate the design on county website.
   b) COUNTY shall provide any necessary County of Monterey logos and images for use on the site.
   c) COUNTY shall provide necessary text and content information needed for all pages.

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d) CONTRACTOR shall provide content review and editing for all pages of the site.
e) CONTRACTOR shall identify keywords that target desired audience and give recommendations on aligning content with the keywords. CONTRACTOR shall lay foundation for Search Engine Optimization (SEO) by identifying search-friendly URL options and provide to COUNTY.

2. Design and Messaging
   a) CONTRACTOR shall provide creative direction and development of concept messaging across all platforms, including website, Facebook, Instagram, and print materials.
   b) CONTRACTOR shall provide creative direction and oversight of all design components, including integration of branding and design elements (colors, simple page transitions, and header and footer appearance). COUNTY must approve all design elements.
   c) CONTRACTOR shall meet with the COUNTY a minimum of 2 hours to identify target audiences, review strategies for distribution of information to the public, and provide overview of channels to be utilized to share information.
   d) CONTRACTOR shall create design comps based upon the preliminary design concept in CONTRACTOR hosted environment. All development activities and review of the design concept will be performed in CONTRACTOR hosted environment.
   e) CONTRACTOR shall develop themes and templates for printed collateral materials, including flyers, brochures, and information cards.
   f) CONTRACTOR shall design social media graphics and templates consistent with the identified branding and messaging themes.
   g) CONTRACTOR shall make necessary adjustments to messaging or communication strategies based on CONTRACTOR recommendations or COUNTY needs.
   h) CONTRACTOR shall provide printed materials and/or swag items as requested by COUNTY.
3. Social Media
   a) CONTRACTOR shall provide social media management services through content calendar management and strategy, hashtag research, and overall implementation.
   b) CONTRACTOR shall assess existing assets such as previously designed art and templates and overall branding.
   c) COUNTY shall provide all login and access information to enable CONTRACTOR to perform assessment and ongoing management. COUNTY shall provide access to previous posts and logos.
   d) CONTRACTOR shall review and refine photos options and initial text provided by the COUNTY and provide appropriate captions and hashtags.
   e) CONTRACTOR agrees to post a minimum of two posts per week on each platform agreed upon by CONTRACTOR and COUNTY.

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f) COUNTRACTOR shall provide analytic reports for each platform showing activity and growth once per month.
g) CONTRACTOR shall provide up to 24 months of sponsored ad oversight to better engage with target audiences and drive individuals to specific calls to action.

4. Photography and Videography
   a) CONTRACTOR shall provide photography and videography services at the rate specified in Rate Table.
   b) CONTRACTOR shall include the editing and toning of all professional photographs to be used on the site in the photography fee rate specified in Rate Table.
   c) CONTRACTOR shall guarantee that photographer will follow best practices with all photography and editing, and shall provide 2 hours of reshoot at no additional cost if requested by COUNTY.
   d) CONTRACTOR acknowledges that all professional photos taken, and all stock photos purchased for the purpose of this agreement are the property of the County of Monterey.
   e) CONTRACTOR shall create, shoot, and edit videos up to two minutes long in English and Spanish at rate specified in Rate Table below.
5. Television Media Placement
   a) CONTRACTOR shall provide the opportunity for outreach and community engagement through paid advertising space on KION 46, FOX 35, Telemundo, and CW as part of their Be Mindful campaign.
6. Spanish Translation Services
   a) CONTRACTOR shall provide the Spanish translation of written and verbal communications, including website content, print materials, social media graphics and any associated hashtags and captions, and video production upon request of COUNTY.
   b) COUNTY shall determine what content will need to be translated.
   c) CONTRACTOR shall provide the Spanish translation of the content at as per Rate Table below.
   d) COUNTY must approve what content is to be considered technical for translation purposes prior to translation.
7. Compliance with Terms of Federal and/or State Grants. If this Agreement is funded with monies received by the COUNTY pursuant to contract(s) with the Federal and/or State government in which the COUNTY is the grantee, CONTRACTOR shall comply with all provisions of said contract(s), to the extent applicable to CONTRACTOR as a sub-grantee under said contract(s), and said provisions shall be deemed a part of this Agreement as if fully set forth herein. Upon request, COUNTY shall deliver a copy of said contract(s) to CONTRACTOR at no cost to CONTRACTOR.

C. DESIGNATED CONTRACT MONITOR

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Marni R. Sandoval, Psy.D.
Deputy Director, Child and Adolescent Services
Monterey County Behavioral Health Bureau
951-B Blanco Circle
Salinas, CA 93901
(831) 784-2170

II. PAYMENT PROVISIONS

A. COMPENSATION/PAYMENT

1. County shall pay a maximum amount not to exceed **$171,900** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services.

2. The total compensation for services rendered shall be based on the following rates:

DELIVERABLE	TERMS	RATE
Website Development		
Investment	Not to exceed 80 hours per year and $26,400 total.	$165/hour
Design and Messaging		
Messaging and Strategy	Not to exceed 40 hours per year and $12,000 total.	$150/hour
Design Services	Not to exceed 80 hours per year and $26,400 total.	$165/hour
Print Investment	Not to exceed $12,000 of materials.	Up to $12,000 total.
Social Media		
Social Media Management	Up to 24 Months of Social Media management. Includes 2 posts per week. Work shall not exceed 10 hours per month. Total cost will not exceed $28,800.	$1,200/month
Social Media Paid Ad Placement	Up to 24 Months of sponsored ad oversight at $24,000.	$1,000/month
Photography and Videography		
Photography	Not to exceed 4 hours of shooting and photo editing per year and $3,200 total.	$400/hour
Video Production: English	Not to exceed 3 hours of shooting and editing per year and $5,000 total.	$833.33/hour
Video Production: Spanish	Not to exceed 3 hours of shooting and editing per year and $5,000 total.	$833.33/hour
Television Media Placement		
Media Placement	$350 per 30-second spot. Not to exceed	$350/30-second spot

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	$21,000 total.	
Translation Services		
Spanish Translation - Website	Not to exceed 10 hours per year and $2,700 total.	$135/hour
Spanish Translation – Marketing Materials	Not to exceed 10 hours per year and $2,700 total.	$135/hour
Spanish Translation – Social Media Materials	Not to exceed 10 hours per year and $2,700 total.	$135/hour
Total	**$171,900**	

3. There shall be no travel reimbursement allowed during this Agreement.

4. CONTRACTOR will submit a claim on a monthly basis using Exhibit C: Behavioral Health Invoice Form for services rendered via email to MCHDBHFinance@co.monterey.ca.us.

5. Claims shall be submitted within thirty (30) days after the end of each month, and within thirty (30) calendar days after the termination date of this MOU. All claims not submitted after thirty (30) calendar days following the end of the fiscal year, or thirty (30) days after termination date of this MOU shall not be subject to reimbursement by the County.

B. CONTRACTORS BILLING PROCEDURES

1. 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.

2. 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.

3. No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

4. 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.

5. DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

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EXHIBIT B: ASSURANCE OF COMPLIANCE WITH MONTEREY COUNTY CULTURAL COMPETENCY POLICY

In a culturally competent system, each provider organization shows respect for and responds to individual differences and special needs. Services are provided in the appropriate cultural context and without discrimination related to race, national origin, income level, religion, gender, sexual orientation, age, or physical disability, to name a few. Culturally competent caregivers are aware of the impact of their own culture on their relationships with consumers/families and know about and respect cultural and ethnic differences. They adapt their skills to meet each individual's/family's values and customs. Cultural competence is a developmental and dynamic process – one that occurs over time.

Organizations in a Culturally Competent Service System Promote:

Quality Improvement

- Continuous evaluation and quality improvement
- Supporting evidence-based, promising, community defined, and emerging practices that are congruent with ethnic/racial/linguistic group belief systems, cultural values and help-seeking behaviors.

Collaboration

- Collaborating with Behavioral Health and other community programs
- Resolving barriers to partnerships with other service providers

Access

- Providing new services to unserved and underserved children, youth, adults and/or older adults
- Reducing disparities in access to, and retention in, care as identified in the Mental Health Services Act Plan
- Ensuring representation of mental health services consumers, family members of a mental health services consumer, and/or representatives from unserved communities on their advisory/governance body or committee for development of service delivery and evaluation (with a minimum target of 40%).
- Developing recruitment, hiring, and retention plans that are reflective of the population focus, communities' ethnic, racial, and linguistic populations.

Cultural Competent Services:

- Are available, accessible and welcoming to all clients regardless of race, ethnicity, language, age, and sexual orientation.
- Provide a physical environment that is friendly, respectful and inclusive of all cultures.
- Provide information, resources and reading materials in multilingual formats.
- Promote and foment culturally accepted social interactions, respect and healthy behaviors within the family constellation and service delivery system.

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- Provide options for services, which are consistent with the client's beliefs, values, healing traditions, including individual preferences for alternative, spiritual and/or holistic approaches to health.
- Offer services in unserved and underserved communities.
- Have services available in the evening and on weekends to ensure maximum accessibility.
- Offer services in Spanish and other necessary languages (such as Tagalog, Vietnamese, Oaxacan, Trique and other languages spoken of Monterey County residents).

Definitions for Cultural Competency

"Cultural Competence" is defined as a set of congruent practice skills, knowledge, behaviors, attitudes, and policies that come together in a system, agency, or among consumer providers, family members, and professionals that enables that system, agency, or those professionals and consumers, and family member providers to work effectively in cross-cultural situations.

(Adapted from Cross, et al., 1989; cited in DMH Information Notice No.02-03).

"Cultural Competence" is a means to eliminating cultural, racial and ethnic disparities. Cultural Competence enhances the ability of the whole system to incorporate the languages, cultures, beliefs and practices of its clients into the service. In this way all clients benefit from services that address their needs from the foundation of their own culture. Strategies for elimination of these disparities must be developed and implemented. Cultural Competence must be supported at all levels of the system.

(CMHDA Framework for Eliminating Cultural, Linguistic, Racial and Ethnic Behavioral Health Disparities)

[Cultural Competency] A set of congruent behaviors, attitudes, and policies that come together in a system, agency or amongst professionals and consumers and enables that system, agency or those professionals and consumers to work effectively in cross-cultural situations.

(Cross, Bazron, Dennis & Issacs, 1989)

The ability to work effectively with culturally diverse clients and communities.

(Randall David, 1994)

CONTRACTOR hereby agrees that it will comply with the principles and guidelines set forth in Monterey County's Health Department – Behavioral Health's Cultural Competency Policy (as outlined above), and will:

1. Develop organizational capacity to provide services in a culturally and linguistically competent manner. This may include: hiring staff with the linguistic capabilities needed to meet the diverse language needs in Monterey County (for example, Spanish, Tagalog, Vietnamese, Oaxacan, Trique, American Sign Language (ASL), Middle Eastern languages); providing staff with training in cultural competency; making services accessible at locations and times that minimize access barriers, and ensuring that staff have an open, welcoming and positive attitude and feel comfortable working with diverse cultures.

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2. Create a physical environment that ensures people of all cultures, ages and sexual orientation feel welcome and cared for. This may include: decorating waiting and treatment areas with pictures that reflect the diverse cultures of Monterey County; providing reading materials, resources and magazines in varied languages, at appropriate reading levels and suitable for different age groups, including children and youth; consideration of cultural differences and preferences when offering refreshments; ensuring that any pictures, symbols or materials on display are not unintentionally disrespectful to another culture.

3. Provide a services delivery environment that ensures people of all cultures, ages and sexual orientation feel welcome and cared for. This may include: respect for individual preferences for alternative, spiritual and/or holistic approaches to health; a reception staff that is competent in the different languages spoken by consumers/families; staff that is knowledgeable of cultural and ethnic differences and needs, and is able and willing to respond an appropriate and respectful manner.

4. Support the county's goal to reduce disparities to care by increasing access and retention while decreasing barriers to services by unserved and underserved communities.

5. Include the voice of multi-cultural youth, client and family members, including: monolingual and bilingual clients and family members and representatives from unserved and underserved communities, in the advisory/governance body or committee for development of service delivery, planning and evaluation (County Goal: 40%)

6. Participate in outcome evaluation activities aimed at assessing individual organizations as well as countywide cultural competency in providing mental health services.

7. As requested, meet with the Monterey County Health Department - Behavioral Health Director or designee to monitor progress and outcomes of the project.

8. Ensure that 100% of staff, over a 3 year period, participate in cultural competency training including, but not limited to, those offered by Monterey County Behavioral Health.

Dissemination of these Provisions. CONTRACTOR shall inform all its officers, employees, agents, and subcontractors providing services hereunder of these provisions.

By my signature below, as the authorized representative of the CONTRACTOR named below, I certify acceptance and understanding for myself and the CONTRACTOR of the above provisions.

Tovar Strategies, Inc. dba TMD Creative

Contractor (Organization Name)

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DocuSigned by:
Monica Tovar
8823310512564F8...

Signature of Authorized Representative

Monica Tovar

Name of Authorized Representative

10/17/2023 | 11:04 AM PDT

Date

Owner

Title of Authorized Representative

DocuSign Envelope ID: 8DC02E61-CA4B-4916-9FEB-6699CBF674F3

EXHIBIT C: MONTEREY COUNTY BEHAVIORAL HEALTH - INVOICE FORM

EXHIBIT C **County of Monterey Behavioral Health - Invoice Form**

Contractor:	Tovar Strategies, Inc. dba TMD Creative	**Invoice Number:**	
Address Line 1:	90 West Alisal Street	**County PO No.:**	
Address Line 2:	Salinas, CA 93901	**Invoice Period:**	
Tel. No.:	831-758-6425		
Contract Term:	Upon Execution to 8/30/2025	**Final Invoice :**	(Check if Yes)
BH Division :	Behavioral Health		BH Control Number

Date of Service	Service Description	Rate	Number of services for this Period	Dollar Amount Requested for this	N/A	N/A
	Website Development - Investment - Rate Per Hour	$165				
	Messaging and Strategy - Rate Per Month	$500.00				
	Design Services - Rate Per Hour	$165.00				
	Print Investment - See Exhibit A - Rate Table for Details ($12,000 maximum)					
	Social Media Management - Rate Per Month	$1,200.00				
	Social Media Paid Ad Placement - Rate Per Month	$1,000.00				
	Photography - Rate Per Hour	$400.00				
	Video Production - English - Rate Per Hour	$833.33				
	Video Production - Spanish - Rate Per Hour	$833.33				
	Television Media Placement - Rate Per 30-Second Spot	$350.00				
	Translation Services - Spanish - Website - Rate Per Hour	$135.00				
	Translation Services - Spanish - Marketing Materials - Rate Per Hour	$135.00				
	Translation Services - Spanish - Social Media Materials - Rate Per Hour	$135.00				
TOTALS:						

Provide Details for each Date Service:

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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AMENDMENT #1 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & Tovar Strategies Inc. dba TMD Creative Inc.

This Amendment No. 1 to the County of Monterey Standard Agreement entered into by and between the **County of Monterey**, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and between **Tovar Strategies Inc. dba TMD Creative Inc.** (hereinafter referred to as "CONTRACTOR").

WHEREAS, the COUNTY entered into a STANDARD AGREEMENT with CONTRACTOR in the amount of $171,900 for the term of October 15, 2023, to August 30, 2025, to provide professional web design and media specialist services;

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT as specified below:

1. Re-characterize and title the scope of services in the original agreement as "Program 1: MHSSA Grant Program".
2. Create a new "Program 2: Rainbow Connections Innovation Program Supports" with a budget of $51,500.
3. Extend the term of this agreement ending August 30, 2025 to June 30, 2026.
4. Revise the total maximum Agreement amount to $223,400 for the term of October 15, 2023 through June 30, 2026.

NOW THEREFORE, the COUNTY and CONTRACTOR hereby agree to amend the AGREEMENT as follows:

1. 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.

2. EXHIBIT C-1: MONTEREY COUNTY BEHAVIORAL HEALTH – INVOICE FORM replaces EXHIBIT C: MONTEREY COUNTY BEHAVIORAL HEALTH – INVOICE FORM. All references in the AGREEMENT to EXHIBIT C shall be construed to refer to EXHIBIT C-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 dated October 15, 2023.

Docusign Envelope ID: 128ABAC0-CDD4-4038-AE5E-EB290C5D1578

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: DocuSigned by: Debra R. Wilson 7B741937AA0D41B...
Contracts/Purchasing Officer

Date: 8/13/2024 | 11:16 AM PDT

By: _____
Department Head

Date: _____

Approved as to Form [1]
By: Signed by: Shane Eben Strong A0006E208761410...
County Counsel

Date: 8/12/2024 | 2:41 PM PDT

Approved as to Fiscal Provisions[2]
By: DocuSigned by: Patricia Ruiz E79EF64E5745456...
Auditor-Controller

Date: 8/13/2024 | 7:28 AM PDT

Approved as to Liability Provisions[3]

By: _____
Risk Management

Date: _____

CONTRACTOR

Tovar Strategies Inc.
Contractor's Business Name*

By: DocuSigned by: 8823310512564F8...
(Signature of Chair, President, or Vice-President)*

Monica Tovar, President
Name and Title

Date: 7/31/2024 | 6:03 PM PDT

By: DocuSigned by: AC31DE0F6C3B43A...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

William Tovar, Assistant Secretary
Name and Title

Date: 7/31/2024 | 5:54 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. 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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AMENDMENT #2
TO STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
TOVAR STRATEGIES INC. dba TMD CREATIVE INC.

This Amendment No. 2 to the County of Monterey Standard Agreement entered into by and between the **County of Monterey**, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and between **Tovar Strategies Inc. dba TMD Creative Inc.** (hereinafter referred to as "CONTRACTOR").

WHEREAS, the COUNTY entered into a STANDARD AGREEMENT with CONTRACTOR in the amount of $171,900 for the term of October 15, 2023, to August 30, 2025, to provide professional web design and media specialist services;

WHEREAS, the COUNTY and CONTRACTOR entered into AMENDMENT NO. 1 to AGREEMENT NO. A-17080 to revise the Fiscal Provisions for a revised total agreement amount not to exceed $223,400 and to extend the term to June 30, 2026;

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT as specified below:

1. Revise Exhibit A-1: SCOPE OF SERVICES/PAYMENT PROVISIONS – Program 1: MHSSA Grant Program.
2. Amend the term of Program 1: MHSSA Grant Program to the period of October 15, 2023 – August 30, 2025.
3. Extend the term of Program 2: Rainbow Connections to the period of September 6, 2024 – December 31, 2027.
4. Amend Exhibit C-1: Monterey County Behavioral Health – Invoice Form.
5. Revise the amount for Program 1 from $171,900 to $70,200 and the amount for Program 2 from $51,500 to $154,500 for a total maximum Agreement amount to $224,700.

NOW THEREFORE, the COUNTY and CONTRACTOR hereby agree to amend the AGREEMENT as follows:

1. Section 2.0 "PAYMENT PROVISIONS" shall be amended by removing, "The total amount payable by County to CONTRACTOR shall not exceed the sum of $223,400." and replacing it with "The total amount payable by County to CONTRACTOR under this agreement shall not exceed the sum of $224,700."

2. Section 3.0 "TERM OF AGREEMENT" shall be amended by removing, "The term of this Agreement is from 10/15/2023 to 6/30/2026, unless sooner terminated pursuant to the terms of this Agreement." and replacing it with "The term of this Agreement is from 10/15/2023 to 12/31/2027, unless sooner terminated pursuant to the terms of this Agreement."

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3. EXHIBIT A-2: SCOPE OF SERVICES/PAYMENT PROVISIONS replaces EXHIBIT A-1: SCOPE OF SERVICES/PAYMENT PROVISIONS. All references in the AGREEMENT to EXHIBIT A shall be construed to refer to EXHIBIT A-2.

4. EXHIBIT C-2: MONTEREY COUNTY BEHAVIORAL HEALTH – INVOICE FORM replaces EXHIBIT C-1: MONTEREY COUNTY BEHAVIORAL HEALTH – INVOICE FORM. All references in the AGREEMENT to EXHIBIT C shall be construed to refer to EXHIBIT C-2.

5. 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.

6. A copy of this Amendment No. 2 shall be attached to the original AGREEMENT dated October 15, 2023.

Docusign Envelope ID: E073B6A2-4CFF-48FB-8361-E72596F41C3E

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Amendment No. 2 to the Standard Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

By: DocuSigned by: _____
C7A30BA39CA8423...
Department Head

Date: 7/15/2025 | 6:06 PM PDT

Approved as to Form [1]

By: DocuSigned by: Kevin Serrano
CF464EA4829E4B5...
County Counsel

Date: 6/6/2025 | 2:42 PM PDT

Approved as to Fiscal Provisions[2]

By: DocuSigned by: Patricia Ruiz
E79EF0A5E5745AF6...
Auditor-Controller

Date: 6/9/2025 | 8:29 AM PDT

Approved as to Liability Provisions[3]

By: _____
Risk Management

Date: _____

CONTRACTOR

Tovar Strategies Inc.
Contractor's Business Name*

By: Signed by: Monica Tovar
88233105125B4F8...
(Signature of Chair, President, or Vice-President)*

Monica Tovar, President
Name and Title

Date: 5/28/2025 | 4:06 PM PDT

By: DocuSigned by: _____
AC31DE0BCB43A...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

William Tovar, Assistant Secretary
Name and Title

Date: 5/29/2025 | 7:46 AM 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. 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-2: SCOPE OF SERVICES / PAYMENT PROVISIONS

County of Monterey Standard Agreement
by and between
County of Monterey, Health Department, Behavioral Health Bureau,
Hereinafter referred to as "COUNTY"
AND
Tovar Strategies Inc. dba TMD Creative Inc., hereinafter referred to as "CONTRACTOR"

I. PROGRAM SCOPE OF SERVICES

Program 1: MHSSA Grant Program
**Effective October 15, 2023 – August 30, 2025*

A. PURPOSE

The Mental Health Services Oversight and Accountability Commission awarded the County a 4-year Mental Health Student Services Act (MHSSA) grant to build infrastructure for mental health systems at identified school sites and to refine and enhance suicide prevention, intervention, and postvention protocols with the goal of improving student mental health and wellbeing. To guarantee access to information about grant-funded endeavors as required by the MHSOAC and to spread awareness of mental health supports for school-aged children and youth, grant funding was allocated for web design and media specialist services.

CONTRACTOR will provide creative direction and oversight and content review for web and media content to increase awareness of and linkage to mental health services for students and their families.

B. SERVICES

CONTRACTOR shall provide services, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

1. Website Development
   a) CONTRACTOR shall provide website design for services for school-aged children within the COUNTY established website. CONTRACTOR shall provide design mock-ups as well as graphics, fonts, and photos needed for COUNTY to recreate the design on county website.
   b) COUNTY shall provide any necessary County of Monterey logos and images for use on the site.
   c) COUNTY shall provide necessary text and content information needed for all pages.
   d) CONTRACTOR shall provide content review and editing for all pages of the site.
   e) CONTRACTOR shall identify keywords that target desired audience and give recommendations on aligning content with the keywords. CONTRACTOR shall lay

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foundation for Search Engine Optimization (SEO) by identifying search-friendly URL options and provide to COUNTY.

2. Design, Messaging and Strategy
   a) CONTRACTOR shall provide creative direction and development of concept messaging across all platforms, including website and print materials.
   b) CONTRACTOR shall provide creative direction and oversight of all design components, including integration of branding and design elements (colors, simple page transitions, and header and footer appearance). COUNTY must approve all design elements.
   c) CONTRACTOR shall meet with the COUNTY a minimum of 1 hour per month to identify target audiences, review strategies for distribution of information to the public, and provide overview of channels to be utilized to share information.
   d) CONTRACTOR shall create design comps based upon the preliminary design concept in CONTRACTOR hosted environment. All development activities and review of the design concept will be performed in CONTRACTOR hosted environment.
   e) CONTRACTOR shall develop themes and templates for printed collateral materials, including flyers, brochures, and information cards.
   f) CONTRACTOR shall design templates consistent with the identified branding and messaging themes.
   g) CONTRACTOR shall make necessary adjustments to messaging or communication strategies based on CONTRACTOR recommendations or COUNTY needs.
3. Spanish Translation Services
   a) CONTRACTOR shall provide the Spanish translation of written communications, including website content and any relevant marketing or design materials upon request of COUNTY.
   b) COUNTY shall determine what content will need to be translated.
   c) CONTRACTOR shall provide the Spanish translation of the content at as per Rate Table below.
   d) COUNTY must approve what content is to be considered technical for translation purposes prior to translation.
4. Compliance with Terms of Federal and/or State Grants. If this Agreement is funded with monies received by the COUNTY pursuant to contract(s) with the Federal and/or State government in which the COUNTY is the grantee, CONTRACTOR shall comply with all provisions of said contract(s), to the extent applicable to CONTRACTOR as a sub-grantee under said contract(s), and said provisions shall be deemed a part of this Agreement as if fully set forth herein. Upon request, COUNTY shall deliver a copy of said contract(s) to CONTRACTOR at no cost to CONTRACTOR.

C. DESIGNATED CONTRACT MONITOR

Kacey Rodenbush, LMFT
Behavioral Health Services Manager II

Docusign Envelope ID: E073B6A2-4CFF-48FB-8361-E72596F41C3E

Children's Behavioral Health, Services to Education
299 12th Street Suite A
Marina, CA 93933
(831) 647-7651
Salinas, CA 93905
(831)784-2170

Program 2: Rainbow Connections Innovation Program Supports

A. PURPOSE

The Mental Health Services Oversight and Accountability Commission awarded the County a Rainbow Connections grant to implement a systems approach to establish a county-wide network of providers that collaborate and interconnect to improve school climate and cultivate environments of belonging for LGBTQ youth at home, school, and in their communities that empower, value, and embrace diversity. To guarantee access to information about grant-funded endeavors as required by the MHSOAC and to spread awareness of mental health supports for underserved groups, grant funding was allocated for media specialist services.

CONTRACTOR will provide creative direction and oversight for branding and media content to increase awareness of and linkage to mental health services for students, families, and their community.

B. SERVICES

CONTRACTOR shall provide services, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

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   a) CONTRACTOR shall provide creative direction and development of concept messaging across all platforms, including website, Facebook, Instagram, and print materials.
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f) CONTRACTOR shall design social media graphics and templates consistent with the identified branding and messaging themes.
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2. Social Media
   a) CONTRACTOR shall provide social media management services through content calendar management and strategy, hashtag research, and overall implementation.
   b) CONTRACTOR shall assess existing assets such as previously designed art and templates and overall branding.
   c) COUNTY shall provide all login and access information to enable CONTRACTOR to perform assessment and ongoing management. COUNTY shall provide access to previous posts and logos.
   d) CONTRACTOR shall review and refine photos options and initial text provided by the COUNTY and provide appropriate captions and hashtags.
   e) CONTRACTOR agrees to post a minimum of one post per week on each platform agreed upon by CONTRACTOR and COUNTY.
   f) COUNTRACTOR shall provide analytic reports for each platform showing activity and growth once per month.
3. Spanish Translation Services
   a) CONTRACTOR shall provide the Spanish translation of written and verbal communications, including website content, print materials, social media graphics and any associated hashtags and captions, and video production upon request of COUNTY.
   b) COUNTY shall determine what content will need to be translated.
   c) CONTRACTOR shall provide the Spanish translation of the content at as per Rate Table below.
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C. DESIGNATED CONTRACT MONITOR

Kacey Rodenbush, LMFT
Behavioral Health Services Manager II
Children's Behavioral Health, Services to Education
299 12th Street Suite A
Marina, CA 93933
(831) 647-7651

Docusign Envelope ID: E073B6A2-4CFF-48FB-8361-E72596F41C3E

II. PAYMENT PROVISIONS

A. COMPENSATION/PAYMENT

1. The total compensation for services rendered shall be based on the following rates:

MHSSA Grant Program		
Deliverable	Terms	Rate
Website Development		
Investment	Not to exceed 80 hours per year and $26,400 total.	$165/hour
Design and Messaging		
Messaging and Strategy	Not to exceed 40 hours per year and $12,000 total.	$150/hour
Design Services	Not to exceed 80 hours per year and $26,400 total.	$165/hour
Translation Services		
Spanish Translation - Website	Not to exceed 10 hours per year and $2,700 total.	$135/hour
Spanish Translation – Marketing Materials	Not to exceed 10 hours per year and $2,700 total.	$135/hour
Subtotal	**$70,200**	
Rainbow Connections Innovation Program Supports		
Deliverable	Terms	Rate
Design and Messaging		
Messaging and Strategy	Not to exceed 120 hours and $24,000 total.	$200/hour
Design Services	Not to exceed 240 hours and $79,200 total.	$330/hour
Social Media Management		
Social Media Management	Up to 36 Months of Social Media management. Includes 1 post per week. Work shall not exceed 10 hours per month. Total cost will not exceed $43,200.	$1,200/month
Translation Services		
Spanish Translation – Website, Marketing Materials, Social Media	Not to exceed 30 hours and $8,100 total.	$270/hour

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Materials		
Subtotal	**$154,500**	
Total	**$224,700**	

2. County shall pay a maximum amount not to exceed **$224,700** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services.

Program	Total
MHSSA Grant Program *Effective October 15,2023 – August 30, 2025*	**$70,200**
Rainbow Connections Innovation Program Supports *Effective September 6, 2024 – December 31, 2027*	**$ 154,500**
Grand Total	**$224,700**

3. Payments shall not exceed $200,000 per fiscal year.

4. There shall be no travel reimbursement allowed during this Agreement.

5. CONTRACTOR will submit a claim on a monthly basis using Exhibit C: Behavioral Health Invoice Forms for services rendered via email to MCHDBHFinance@countyofmonterey.gov.

6. Claims shall be submitted within thirty (30) days after the end of each month, and within thirty (30) calendar days after the termination date of this MOU. All claims not submitted after thirty (30) calendar days following the end of the fiscal year, or thirty (30) days after termination date of this MOU shall not be subject to reimbursement by the County.

B. CONTRACTORS BILLING PROCEDURES

1. 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.

2. 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.

3. No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

4. 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.

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5. DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

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EXHIBIT C-2: MONTEREY COUNTY BEHAVIORAL HEALTH - INVOICE FORM

EXHIBIT C-2 **County of Monterey Behavioral Health - Invoice Form**

Contractor:	Tovar Strategies, Inc. dba TMD Creative	**Invoice Number:**	
Address Line 1:	90 West Alisal Street	**County PO No.:**	
Address Line 2:	Salinas, CA 93901	**Invoice Period:**	
Tel. No.:	831-758-6425	**Program:**	MHSSA
Contract Term:	Upon Execution to 8/30/2025	**Final Invoice :**	(Check if Yes)
BH Division :	Behavioral Health		BH Control Number

Date of Service	Service Description	Rate	Number of services for this	Dollar Amount Requested for this	N/A	N/A
	Website Development - Investment - Rate Per Hour	$165.00				
	Messaging and Strategy - Rate Per Month	$500.00				
	Design Services - Rate Per Hour	$165.00				
	Translation Services - Spanish - Website - Rate Per Hour	$135.00				
	Translation Services - Spanish - Marketing Materials - Rate Per Hour	$135.00				
	Translation Services - Spanish - Social Media Materials - Rate Per Hour	$135.00				
TOTALS:						

Provide Details for each Date Service:

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

Docusign Envelope ID: E073B6A2-4CFF-48FB-8361-E72596F41C3E

EXHIBIT C-2 County of Monterey Behavioral Health - Invoice Form

Contractor:	Tovar Strategies, Inc. dba TMD Creative	**Invoice Number:**	
Address Line 1:	90 West Alisal Street	**County PO No.:**	
Address Line 2:	Salinas, CA 93901	**Invoice Period:**	
Tel. No.:	831-758-6425	**Program:**	Rainbow Connections
Contract Term:	Upon Execution to 8/30/2025	**Final Invoice :**	(Check if Yes)
BH Division :	Behavioral Health		BH Control Number

Date of Service	Service Description	Rate	Number of services for this	Dollar Amount Requested for this Period	N/A	N/A
	Messaging an Strategy -Rate per hour	$200.00				
	Design Services - Rate Per Hour	$330.00				
	Translation Services- Spanish	$270.00				
	Social Media Management - Rate per Month	$1,200.00				
TOTALS:						

Provide Details for each Date Service:

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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AMENDMENT #3
TO STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
TOVAR STRATEGIES INC. dba TMD CREATIVE INC.

This Amendment No. 3 to the County of Monterey Standard Agreement entered into by and between the **County of Monterey**, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and between **Tovar Strategies Inc. dba TMD Creative Inc.** (hereinafter referred to as "CONTRACTOR").

WHEREAS, the COUNTY entered into a STANDARD AGREEMENT with CONTRACTOR in the amount of $171,900 for the term of October 15, 2023, to August 30, 2025, to provide professional web design and media specialist services;

WHEREAS, the COUNTY and CONTRACTOR entered into AMENDMENT NO. 1 to AGREEMENT NO. A-17080 to revise the Fiscal Provisions for a revised total agreement amount not to exceed $223,400 and to extend the term to June 30, 2026;

WHEREAS, the COUNTY and CONTRACTOR entered into AMENDMENT NO. 2 to AGREEMENT NO. A-17080 to revise the Fiscal Provisions for a revised total agreement amount not to exceed $224,700 and to extend the term to December 31, 2027;

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT as specified below:

1. Amend Exhibit A-2: SCOPE OF SERVICES/PAYMENT PROVISIONS to add Program 3 – Behavioral Health Bureau Media and Outreach Support for social media and videography services for the Behavioral Health Bureau.
2. Amend Exhibit C-2: Monterey County Behavioral Health – Invoice Form.
3. Add $73,500 to Program 3 for a total maximum Agreement amount not to exceed $298,200.

NOW THEREFORE, the COUNTY and CONTRACTOR hereby agree to amend the AGREEMENT as follows:

1. Section 2.0 "PAYMENT PROVISIONS" shall be amended by removing, "The total amount payable by County to CONTRACTOR shall not exceed the sum of $223,400." and replacing it with "The total amount payable by County to CONTRACTOR under this agreement shall not exceed the sum of $298,200."

2. EXHIBIT A-3: SCOPE OF SERVICES/PAYMENT PROVISIONS replaces EXHIBIT A-2: SCOPE OF SERVICES/PAYMENT PROVISIONS. All references in the AGREEMENT to EXHIBIT A shall be construed to refer to EXHIBIT A-3.

3. EXHIBIT C-3: MONTEREY COUNTY BEHAVIORAL HEALTH – INVOICE FORM replaces EXHIBIT C-2: MONTEREY COUNTY BEHAVIORAL HEALTH – INVOICE FORM. All references in the AGREEMENT to EXHIBIT C shall be

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construed to refer to EXHIBIT C-3.

4. 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.

5. This Amendment No. 3 shall be effective on August 1, 2026.

6. A copy of this Amendment No. 3 shall be attached to the original AGREEMENT dated October 15, 2023.

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IN WITNESS WHEREOF, County and CONTRACTOR have executed this Amendment No. 3 to the Standard Agreement as of the day and year written below.

*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. 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.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head

Date: _____

Approved as to Form [1]
By: Signed by: Shane Strong F631FE484254499...
County Counsel
Date: 7/29/2026 | 11:51 AM PDT

Approved as to Fiscal Provisions[2]
By: DocuSigned by: Patricia Ruiz E79EF64E57454F6...
Auditor-Controller
Date: 7/30/2026 | 12:08 PM PDT

Approved as to Liability Provisions[3]
By: _____
Risk Management
Date: _____

CONTRACTOR

Tovar Strategies Inc.
Contractor's Business Name*

By: Signed by: Monica Tovar 882331051256 4F8...
(Signature of Chair, President, or Vice-President)*

Monica Tovar, President
Name and Title

Date: 7/21/2026 | 2:28 PM PDT

By: DocuSigned by: AC31DE0F8C3B43A...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

William Tovar, Assistant Secretary
Name and Title

Date: 7/22/2026 | 10:06 AM PDT

[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-3: SCOPE OF SERVICES / PAYMENT PROVISIONS

County of Monterey Standard Agreement
by and between
County of Monterey, Health Department, Behavioral Health Bureau,
Hereinafter referred to as "COUNTY"
AND
Tovar Strategies Inc. dba TMD Creative Inc.,
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**Effective October 15, 2023 – August 30, 2025*

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d) CONTRACTOR shall provide content review and editing for all pages of the site.
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COUNTY shall deliver a copy of said contract(s) to CONTRACTOR at no cost to CONTRACTOR.

C. DESIGNATED CONTRACT MONITOR

Kacey Rodenbush, LMFT
Behavioral Health Services Manager II
Monterey County Health Department
Behavioral Health Bureau, Services to Education Team
299 12th Street, Marina, CA 93933
(831) 647-7651

Program 2: Rainbow Connections Innovation Program Supports
**Effective September 6, 2024 – December 31, 2027*

A. PURPOSE

The Mental Health Services Oversight and Accountability Commission awarded the County a Rainbow Connections grant to implement a systems approach to establish a county-wide network of providers that collaborate and interconnect to improve school climate and cultivate environments of belonging for LGBTQ youth at home, school, and in their communities that empower, value, and embrace diversity. To guarantee access to information about grant-funded endeavors as required by the MHSOAC and to spread awareness of mental health supports for underserved groups, grant funding was allocated for media specialist services.

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information to the public, and provide overview of channels to be utilized to share information.

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C. DESIGNATED CONTRACT MONITOR

Kacey Rodenbush, LMFT
Behavioral Health Services Manager II
Monterey County Health Department
Behavioral Health Bureau, Services to Education Team
299 12th Street, Marina, CA 93933
(831) 647-7651

Program 3: Behavioral Health Bureau Media and Outreach Support
**Effective August 1, 2026 – June 30, 2027*

A. PURPOSE

COUNTY has identified the need to more widely disseminate accessible, accurate information about the County of Monterey Health Department – Behavioral Health Bureau (BHB) and its resources and supports in a timely, culturally appropriate manner and in spaces where community members frequently engage, including the digital landscape.

The focus of the support provided by CONTRACTOR will be on disseminating accurate, timely, and culturally and linguistically information about available resources both ongoing and in response to community incidents and needs; program information, including eligibility criteria and alternative supports as appropriate; and initiatives and projects that are impacting the behavioral health landscape or that the Behavioral Health Bureau is engaged with.

B. SERVICES

CONTRACTOR shall provide services, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

1. Messaging and Copywriting
   a) CONTRACTOR shall create and execute messaging and copywriting aligning with COUNTY's brand guidelines.
   b) CONTRACTOR shall create content including social media information, captions, and scripts. COUNTY shall review and approve all elements before use.
   c) CONTRACTOR shall meet with the COUNTY to identify target audiences, review strategies for distribution of information to the public, and provide overview of channels to be utilized to share information.

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d) CONTRACTOR shall complete the above in five hours per month for the term of the agreement.
e) COUNTY shall provide translation of messaging and content.

2. Graphic Design
   a) CONTRACTOR shall provide graphic design support from initial concept and collaborative revisions to production-ready assets.
   b) CONTRACTOR shall design social media graphics and templates consistent with the identified branding and messaging themes.
   c) CONTRACTOR shall make necessary adjustments to messaging or communication strategies based on COUNTY recommendations or needs.
   d) CONTRACTOR shall complete the above in ten hours per month for the term of the agreement.
3. Social Media Management
   a) CONTRACTOR shall provide social media management services through content calendar management and strategy, hashtag research, and overall implementation.
   b) In Phase I, CONTRACTOR shall assess existing assets such as previously designed art and templates, COUNTY's current photo library, and overall branding.
      i. COUNTY shall provide access to previous posts and logos.
   c) In Phase II, CONTRACTOR and COUNTY shall meet monthly to review and refine photos options and appropriate captions and hashtags and discuss strategy and focus for the upcoming month.
      i. CONTRACTOR shall not exceed 10 hours per month to accomplish these tasks.
      ii. CONTRACTOR agrees to create one post per week on each platform agreed upon by CONTRACTOR and COUNTY.
   d) In Phase III, COUNTRACTOR shall provide analytic reports for each platform showing activity and growth once per month provided in COUNTY's preferred file format.
4. Compliance with Terms of Federal and/or State Grants. If this Agreement is funded with monies received by the COUNTY pursuant to contract(s) with the Federal and/or State government in which the COUNTY is the grantee, CONTRACTOR shall comply with all provisions of said contract(s), to the extent applicable to CONTRACTOR as a sub-grantee under said contract(s), and said provisions shall be deemed a part of this Agreement as if fully set forth herein. Upon request, COUNTY shall deliver a copy of said contract(s) to CONTRACTOR at no cost to CONTRACTOR.

C. DESIGNATED CONTRACT MONITOR
Fabricio Chombo
Assistant Bureau Chief

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Monterey County Health Department, Behavioral Health Bureau
1270 Natividad Road, Salinas CA 93906
(831) 755-4578

II. PAYMENT PROVISIONS

A. COMPENSATION/PAYMENT

1. The total compensation for services rendered shall be based on the following rates:

Program 1: MHSSA Grant Program *Effective October 15, 2023 – August 30, 2025*		
Deliverable	Terms	Rate
Website Development		
Investment	Not to exceed 80 hours per year and $26,400 total.	$165/hour
Design and Messaging		
Messaging and Strategy	Not to exceed 40 hours per year and $12,000 total.	$150/hour
Design Services	Not to exceed 80 hours per year and $26,400 total.	$165/hour
Translation Services		
Spanish Translation - Website	Not to exceed 10 hours per year and $2,700 total.	$135/hour
Spanish Translation – Marketing Materials	Not to exceed 10 hours per year and $2,700 total.	$135/hour
Subtotal	**Not to exceed $70,200**	
Program 2: Rainbow Connections Innovation Program Supports *Effective September 6, 2024 – December 31, 2027*		
Deliverable	Terms	Rate
Design and Messaging		
Messaging and Strategy	Not to exceed 120 hours and $24,000 total.	$200/hour
Design Services	Not to exceed 240 hours and $79,200 total.	$330/hour
Social Media Management		
Social Media Management	Up to 36 Months of Social Media management. Includes 1 post per week. Work shall not exceed 10 hours per month. Total cost will not exceed $43,200.	$1,200/month
Translation Services		
Spanish Translation – Website, Marketing Materials, Social Media	Not to exceed 30 hours and $8,100 total.	$270/hour

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Materials		
Subtotal	**Not to exceed $154,500**	
Program 3: Behavioral Health Bureau Media and Outreach Support *Effective August 1, 2026 – June 30, 2027*		
Deliverable	Term	Rate
Design and Messaging		
Messaging and Copywriting	Not to exceed 5 hours per month for 12 months (60 hours total) and $12,000 total.	$200/hour
Graphic Design Services	Not to exceed 10 hours per month for 12 months (120 hours total) hours and $39,600 total.	$330/hour
Social Media Management		
Social Media Management	Up to 12 Months of Social Media management. Work shall not exceed 10 hours per month. Total cost will not exceed $14,400.	$1,200/month
Video Production		
Video Production	Up to 8 fifteen-second spots (4 in English and 4 in Spanish). Total cost will not exceed $7,500.	$937.50/video
Subtotal	**Not to exceed $73,500**	
Total	**$298,200**	

2. County shall pay a maximum amount not to exceed **$298,200** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services.

Program	Total
MHSSA Grant Program *Effective October 15,2023 – August 30, 2025*	**$70,200**
Rainbow Connections Innovation Program Supports *Effective September 6, 2024 – December 31, 2027*	**$ 154,500**
Behavioral Health Bureau Media and Outreach Support *Effective August 1, 2026 – June 30, 2027*	**$73,500**
Grand Total	**$298,200**

3. There shall be no travel reimbursement allowed during this Agreement.

4. CONTRACTOR will submit a claim on a monthly basis using Exhibit C: Behavioral Health Invoice Forms for services rendered via email to MCHDBHFinance@countyofmonterey.gov.

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5. Claims shall be submitted within thirty (30) days after the end of each month, and within thirty (30) calendar days after the termination date of this MOU. All claims not submitted after thirty (30) calendar days following the end of the fiscal year, or thirty (30) days after termination date of this MOU shall not be subject to reimbursement by the County.

B. CONTRACTORS BILLING PROCEDURES

1. 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.

2. 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.

3. No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

4. 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.

5. DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

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EXHIBIT C-3: INVOICE TEMPLATE

EXHIBIT C-3 **County of Monterey Behavioral Health - Invoice Form**

Contractor:	Tovar Strategies, Inc. dba TMD Creative	**Invoice Number:**	
Address Line 1:	90 West Alisal Street	**County PO No.:**	
Address Line 2:	Salinas, CA 93901	**Invoice Period:**	
Tel. No.:	831-758-6425		
Contract Term:	October 15, 2023 - December 31, 2027	**Final Invoice :**	(Check if Yes)
BH Division :	Behavioral Health		BH Control Number

Date of Service	Service Description	Rate	Number of services for this	Dollar Amount Requested for this	N/A	N/A
	Program 1: Website Development	$165/hour				
	Program 1: Messaging and Strategy	$150/hour				
	Program 1: Design Services	$165/hour				
	Program 1: Spanish Translation	$135/hour				
	Program 2: Messaging and Strategy	$200/hour				
	Program 2: Design Services	$330/hour				
	Program 2: Social Media Management	$1,200/month				
	Program 2: Spanish Translation	$270/hour				
	Program 3: Messaging and Copywriting	$200/hour				
	Program 3: Graphic Design Services	$330/hour				
	Program 3: Social Media Management	$1,200/month				
	Program 3: Video Production	$937.50/video				
TOTALS:						

Provide Details for each Date Service:

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@countyofmonterey.gov	Behavioral Health Authorization for Payment	
		Authorized Signatory	Date

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The County of Monterey, a political subdivision of the State of California,
on behalf of Natividad Medical Center,
an acute care teaching hospital owned and operated by the County
Customer No: 1080530
Amendment No: P202710084182
May 13, 2026

Contract Term Modification

This Renewal & Amendment No. 4 ("Amendment") to the contract(s) listed in the Amended Agreements table ("Agreement") is between Change Healthcare Technologies, LLC ("CHC") and The County of Monterey, a Political Subdivision of the State of California, on behalf of Natividad Medical Center ("Customer"). This Amendment is effective as of the latest date in the signature block ("Amendment Effective Date").

Amended Agreements

Contract No./Name:	Effective Date:
Master Relationship Agreement No. MA_201910027122 ("MRA")	July 1, 2019
IWS-282513 (Cardiology)	July 23, 2019
IWS-282514 (Radiology)	July 23, 2019
IWS-276734 (Datatility)	July 23, 2019
IWS-229036 (Workflow Intelligence)	July 23, 2019

Purpose

The parties want to (a) remove the limitations on the term length of the MRA which require an annual renewal and allow the term of the MRA to continue while Solution Orders are in effect, and (b) extend the term of the Products or Services under the Agreement.

The parties agree to the following terms.

Terms

1. Section 19 Terms under General Terms in the MRA is deleted in its entirety and replaced with the following:

   "19. **Term.** The term of the General Terms, Exhibits, and Solution Schedules to this MRA begins on the Effective Date and continues until terminated as provided in this MRA. The term of any Solution Order, including any Solution Riders or other attachments, under this MRA will be as set forth in the Solution Order. Upon execution of this MRA, all previously executed master agreements between Customer and CHC with regard to the Solution shall terminate."

2. The term of the Enterprise Imaging Products and Services listed in Exhibit 1 to this Amendment are renewed beginning on July 1, 2026 and ending on June 30, 2027 ("Renewal Term"). Following expiration of the Renewal Term, unless either party provides written notice of non-renewal at least 90 days prior to the expiration of the Renewal Term or then-current term, or Customer must terminate a Solution Order due to lack of funding pursuant to Section 20.1 (f) of the MRA, the term for the Enterprise Imaging Products and Services listed in Exhibit 1 will automatically renew for one-year periods.

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3. The annual fees and payment terms for the Products and Services being renewed are as set forth in Exhibit 1.

4. Customer is responsible for determining if there has been any impact on its previously-filed cost reports regarding the subject matter of this Amendment.

5. Capitalized terms not defined in this Amendment are defined in the Agreement. All terms in the Agreement not modified by this Amendment are still in force. This Amendment contains all the terms agreed upon by the parties regarding the subject matter of this Amendment and supersedes any other communications about the subject matter of this Amendment.

Change Healthcare Technologies, LLC	**The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center, an acute care teaching hospital owned and operated by the County**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Approved for Fiscal Provisions

DocuSigned by:
Patricia Ruiz
E79EF64E57454F6...

Auditor Controller Analyst I

7/21/2026 | 8:24 AM PDT

Approved to as form

Signed by:
Stacy Saetta
696D21D44C4341D...

Chief Deputy County Counsel. Reviewed as to form.

7/27/2026 | 6:30 AM PDT

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Exhibit 1

Enterprise Imaging Renewed Products and Renewal Fees

July 1, 2026 to June 30, 2027

Payment Schedule:

Maintenance Services: The annual fee for July 1, 2026 to June 30, 2027 will be invoiced on the Amendment Effective Date. Subsequent annual recurring fees will be invoiced on July 1 of each year.

Datatility: Datatility fees will be invoiced and payable in accordance with the existing payment terms under the Agreement.

CHANGE HEALTHCARE RADIOLOGY SOLUTIONS™				
Contract Number	**Quote Number**	**Equipment Maintenance**	**Software Maintenance**	**Total Annual Recurring Fees**
IWS-282514	71716-1	$ -	$ 40,626.78	$ 40,626.78
IWS-282514	79811-1	$ 2,153.37	$ 33,732.93	$ 35,886.30
IWS-282514	79811-2	$ -	$ 1,504.27	$ 1,504.27
IWS-282514	79811-3	$ -	$ 5,852.60	$ 5,852.60
IWS-282514	D10NTV002-06	$ 745.38	$ 24,041.36	$ 24,786.74
IWS-282514	H10NTV005-01	$ -	$ 30,934.06	$ 30,934.06
IWS-282514	H10NTV006	$ 6,983.97	$ 134,408.73	$ 141,392.70
IWS-282514	H11NTV002-01	$ -	$ 36,891.56	$ 36,891.56
IWS-282514	H11NTV008	$ -	$ 2,520.44	$ 2,520.44
IWS-282514	H12NTV002-01	$ -	$ 4,837.70	$ 4,837.70
IWS-282514	H14NTV005-05	$ -	$ 5,927.33	$ 5,927.33
IWS-329596	90260-1	$ 2,751.02	$ -	$ 2,751.02
IWS-350406	94564-1	$ -	$ 7,031.73	$ 7,031.73
IWS-439498	95708-1	$ 308.97	$ -	$ 308.97
OPTY-599553	110971-1	$ 2,956.34	$ -	$ 2,956.34
* OPTY-858959	132728-1	$ 688.99	$ -	$ 688.99
	Total	**$ 16,588.04**	**$ 328,309.49**	**$ 344,897.53**

*OPTY-858959 Quote 132728-1 fees will be pro-rated from August 7, 2026 to June 30, 2027. Subsequent annual recurring fees will be $765.13 which will be invoiced in accordance with the Maintenance Services Payment Schedule above.

CHANGE HEALTHCARE CARDIOLOGY™				
Contract Number	Quote Number	Equipment Maintenance	Software Maintenance	Total Annual Recurring Fees
IWS-282513	78175-1	$ 2,117.47	$ -	$ 2,117.47
IWS-282513	78175-2	$ 546.80	$ -	$ 546.80
IWS-282513	C12CP1109-14	$ 206.12	$ 999.24	$ 1,205.36
IWS-282513	C12CS1109-14	$ -	$ 218.33	$ 218.33
IWS-282513	C14CS6265-01	$ -	$ 391.98	$ 391.98
OPTY-667903	114127-1	$ -	$ 459.20	$ 459.20
OPTY-667903	114127-2	$ -	$ 1,526.80	$ 1,526.80
OPTY-816886	122402-1	$ -	$ 519.61	$ 519.61
OPTY-816886	122402-2	$ -	$ 1,734.60	$ 1,734.60
OPTY-889573	135763-1	$ -	$ 216.00	$ 216.00
OPTY-889573	135763-2	$ -	$ 900.12	$ 900.12
P202110045950	CONVERSION	$ -	$ 125,983.48	$ 125,983.48
	Total	**$ 2,870.39**	**$ 132,949.36**	**$ 135,819.75**

CHANGE HEALTHCARE WORKFLOW INTELLIGENCE				
Contract Number	Quote Number	Managed Services	Software Maintenance	Total Annual Recurring Fees
IWS-229036	79661-1	$ 33,041.51	$ 7,268.78	$ 40,310.29
IWS-361696	94560-1	$ 11,973.16	$ -	$ 11,973.16
	Total	**$ 45,014.67**	**$ 7,268.78**	**$ 52,283.45**

DATATILITY				
Contract Number	Quote Number	Monthly Recurring Services Fee (Appliance Rental)	Hosted Storage Services Fee	Total Annual Fees
IWS-276734	80042-1	$ 2,766.40*		$ 33,196.80
IWS-276734	80042-1		*	*

***Per Hosted Storage Service Pricing of IWS-276734**

The Hosted Storage Service fee is based on the storage utilized per month.

SAP Part	Description	Price per GB	Price per TB
74053445	ITSolutions Hosted Storage Dotatility - Hydro Archive Storage Services TB/ Month	0.07	71.68

Licensing for 200TB of storage is included in the base monthly Hosted Storage Service Fee. Doto volume above 200TB will require additional licensing lees. billed monthly in 100TB tiers.

SAP Part	Description	Price per Additional 100 TB
74055591	ITSolutions Hosted Storage - Additional 100TB Cloud Storage license for Primary Cloud Controller Appliance - 60 month	660.80

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Solutions and Pricing Exhibit
The County of Monterey, A Political Subdivision of the State of California, on behalf of Natividad Medical Center
Opportunity Number: OPTY-892926
Master Agreement: MA_201910027122 MRA_17438

FEES SUMMARY

Product Category	**Fees**
Products	$38,224.21
GRAND TOTALS:	$38,224.21

*Plus applicable taxes and any Fees listed on attached Services Exhibit.

The pricing in this Exhibit expires unless Change Healthcare receives this agreement signed by Customer on or before **10-25-2026**.

TERM ROLL UP PRODUCTS

Term	**Net $ Products**
Term 1	$38,224.21

PAYMENT SCHEDULE

Payment Schedule for Products Licenses Fees: Notwithstanding anything to the contrary in the Agreement, the annual payments for the Software, Clinical Content, and ASP Services, and the number of Covered Lives/Beds/Reviews/Claims/Transactions set forth herein are not subject to decrease.

Products:	**Annual Fees:** 100% of the fees for Term 1 are due on the Term 1 Start Date, and if applicable, pro-rated to the end of the current billing period. Subsequent annual Fees are due on each Term Start Date
Implementation, Education and Consulting Services:	Fees are due in accordance with the payment terms on the attached Services exhibit

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FACILITIES

The County of Monterey, A Political Subdivision of the State of CA, on behalf of Natividad Med Ctr
1441 Constitution Boulevard, Salinas, CA, 93906, UNITED STATES

IRR Administrator: Raquel Mojica
Tel: (831) 755-4111
E-Mail: mojicarf@natividad.com

Software Admin Contact: Raquel Mojica
Tel: (831) 755-4111
E-Mail: mojicarf@natividad.com

Product Code(s)	Product Name	Solution Type	Size/Type
72026290	InterQual(R) Acute Adult Criteria	Clinical Content	123 Beds
72026291	InterQual(R) Acute Pediatric Criteria	Clinical Content	123 Beds
72031163	InterQual(R) Adult and Geriatric Psychiatry Criteria	Clinical Content	22 Beds
72031161	InterQual(R) Behavioral Health Services Criteria	Clinical Content	123 Beds
72026294	InterQual(R) Inpatient Rehabilitation Criteria	Clinical Content	10 Beds
72026301	InterQual(R) Retrospective Monitoring Criteria	Clinical Content	123 Beds
72035426	InterQual(R) View (Included)	Software-Term	123 Beds
72020947	InterQual(R) View (SQL)	Software-Term	123 Beds
72034984	InterQual Learning Basics	Subscription Services	123 Beds
72026320	# InterQual(R) Anonymous Review - Cloud	Subscription Services	123 Beds
72026317	InterQual(R) Interrater Reliability Standard Tests	Subscription Services	123 Beds
72034985	InterQual(R) Mobile	Subscription Services	123 Beds
72035433	AMA CPT Codes IQ	Third Party Solution	123 Beds

# Indicates a product being added to the license as set forth above.

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ADMINISTRATION

Sold To:	**Bill To:**
The County of Monterey, A Political Subdivision of the State of California, on behalf of Natividad Medical Center	The County of Monterey, A Political Subdivision of the State of California, on behalf of Natividad Medical Center
1441 Constitution Blvd	1441 Constitution Blvd
Salinas, CA, 939063100, USA	Salinas, CA, 939063100, USA
	Attention: Raquel Mojica
	Telephone: (831) 755-4111
	E-mail: mojicarf@natividad.com
Ship To:	
See Facilities information	
Software Download Admin Contact:	
See Facilities information	
IRR Administrator:	
See Facilities information	

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Account: The County of Monterey, A Political Subdivision of the State of California, on behalf of Natividad Medical Center
Customer Number: 50167076;1010301
Quote Number: Q-00263720
Date Generated: 4/28/26

Terminated Products/Services
The County of Monterey, A Political Subdivision of the State of California, on behalf of Natividad Medical Center
Opportunity Number: OPTY-892926
Master Agreement: MA_201910027122 MRA_17438

Contract No.	Facility Name	Product/Service Name	Product/ Service No.	End Date
Amnd_P202610080712	The County of Monterey, A Political Subdivision of the State of CA, on behalf of Natividad Med Ctr	InterQual(R) Review Manager (Non-Production)	72035427	06-30-2026
Amnd_P202610080712	The County of Monterey, A Political Subdivision of the State of CA, on behalf of Natividad Med Ctr	InterQual(R) Review Manager (SQL)	72026306	06-30-2026
Amnd_P202610080712	The County of Monterey, A Political Subdivision of the State of CA, on behalf of Natividad Med Ctr	Oracle JDBC8 Driver - IQ	72035437	06-30-2026
Amnd_P202610080712	The County of Monterey, A Political Subdivision of the State of CA, on behalf of Natividad Med Ctr	Orion - Symphonia HL7 Interface Enabler	72035438	06-30-2026
Amnd_P202610080712	The County of Monterey, A Political Subdivision of the State of CA, on behalf of Natividad Med Ctr	SAP Business Objects Crystal Reports-2008 Runtime	72035439	06-30-2026

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IMPLEMENTATION, EDUCATION, and CONSULTING SERVICES

InterQual® Services

SERVICES FOR THE COUNTY OF MONTEREY, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, ON BEHALF OF NATIVIDAD MEDICAL CENTER (SVCS_202710084080-M)

Table 1: InterQual Implementation Services

InterQual Services	Fee (Term 1)
InterQual Anonymous Review – Cloud Migration from Review Manager A single implementation instance of InterQual Anonymous Review-Cloud • InterQual Cloud remote setup support • Remote Project Management and/or Technical Support • Provide access to InterQual criteria via InterQual Anonymous Review – Cloud (excludes Single Sign On (SSO) functionality) Material 74054000	No Charge
Fixed Fee Total:	**$0.00**

Payment Terms - Services Fees

$0.00 *due on the earlier of the Term 1 Start Date or the Contract Effective Date.

* plus any applicable taxes

STATEMENT OF PROJECT SCOPE

Services will be delivered in accordance with the Change Healthcare Guide to Standard Implementation and Education Services ("Services Guide"), which is incorporated herein by reference solely to describe the operational and procedural aspects of the implementation and education services. To obtain the most current version of the Services Guide, please contact your CHC Sales Executive or Account Manager.

The Services Guide may be updated periodically by CHC; however, no such update shall: (i) materially reduce or adversely affect the scope, quality, or value of the Services to be delivered; or (ii) modify or override the terms of the Agreement, including but not limited to provisions relating to confidentiality, intellectual property, indemnification, liability, payment terms, or dispute resolution.

In the event of any conflict between the Services Guide and the Agreement, the terms of the Agreement shall prevail.

ASSUMPTIONS

Implementation Service Assumptions

1. Services will be delivered remotely.
2. If the Customer identifies a business or technical need outside the scope of the Services, the Change Control Process outlined in the Services Guide will apply. Related services will be billed at the rates specified in the Services Guide.
3. Change Healthcare will provide support with access to the InterQual Cloud Application.
4. Implementation Services must be utilized within eighteen (18) months of the Service Effective Date. Any unused services after this period, excluding delays directly caused by Change Healthcare, will be forfeited without refund or credit. These services will be considered fully earned and Change Healthcare will no longer be obligated to deliver them.

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OUT OF SCOPE

1. System integrations.
2. Single Sign On services.
3. Ability to perform interactive InterQual medical reviews and/or retrieve the results of a medical review.

DEFINITIONS

"Fixed Fee ("FF")" means that the Services will be delivered by Change Healthcare at a set price considering the project scope and the time and resources necessary to complete the Services.