County of Monterey

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

Meeting Agenda - Final

Tuesday, November 4, 2025
9:00 AM

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

Board of Supervisors

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

Participation in meetings

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

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

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

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

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

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

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

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

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

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

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

Participación en reuniones

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

1. Podrá asistir personalmente a la reunión; o,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

HELPFUL INFORMATION/INFORMACION UTIL

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

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

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

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

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

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

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

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

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

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

9:00 A.M. - Call to Order

Roll Call

Additions and Corrections for Closed Session by County Counsel

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

Closed Session

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

a. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:
(1) Sheila Castillo (Worker's Compensation Appeals Board No. ADJ9593552)
(2) Star Howard (Worker's Compensation Appeals Board No. ADJ13029680, ADJ9828397, ADJ7680496, ADJ5696339)

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

c. Pursuant to Government Code section 54957(b)(1), the Board will confer regarding recruitment/appointment for the position of Treasurer-Tax Collector.

d. Pursuant to Government Code sections 54956.9(d)(2) and 54956.9(d)(4), the Board will confer with legal counsel regarding one matter of significant exposure to litigation and/or potential initiation of litigation.

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

Color Guard Display

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 to recognize November 11, 2025, as Veterans Day in the County of Monterey and to honor the service and sacrifice of the many Veterans who have safeguarded our country, and to recognize the veteran organizations who in turn serve those who served us. (Supervisor Lopez)

Attachments: Ceremonial Resolution - Veterans Day in Monterey County

3. Adopt a resolution honoring Partners for Peace on its 30th Anniversary of reducing youth violence and strengthening family engagement. (Supervisor Root Askew)

Attachments: Ceremonial Resolution - Partners for Peace

4. Adopt a resolution honoring Guadalupe Covarrubias-Martinez, Chronic Disease Prevention Specialist, for her dedicated service of 34 years and 9 months to the County of Monterey. (Supervisor Lopez)

Attachments: Ceremonial Resolution - Guadalupe Covarrubias-Martinez

5. Adopt a resolution honoring Emmanuel Castro Lugo as a Monterey County Military and Veterans Affairs Advisory Commission's Veteran of the Year for 2025. (Supervisor Lopez)

Attachments: Ceremonial Resolution - Emmanuel Castro Lugo

6. Adopt a resolution honoring Monica Andrade as a Monterey County Military and Veterans Affairs Advisory Commission's Veteran of the Year for 2025. (Supervisor Lopez)

Attachments: Ceremonial Resolution - Monica Andrade

7. Adopt a resolution honoring Beth Wilbur on her Retirement and Service as Executive Director of Court Appointed Special Advocates (CASA) of Monterey County. (Supervisor Lopez)

Attachments: Ceremonial Resolution - Beth Wilbur

8. Adopt a resolution honoring Alicia Diaz as a County of Monterey Military and Veterans Affairs Advisory Commission's Veteran of The Year for 2025. (Supervisor Alejo)

Attachments: Ceremonial Resolution - Alicia Diaz

9. Adopt a resolution honoring Ed Sanchez as the Monterey County Military and Veterans Affairs Advisory Commission Veteran of the Year 2025. (Supervisor Root Askew)

Attachments: Ceremonial Resolution - Ed Sanchez

10. Adopt a resolution honoring Sam Cunningham as a Monterey County Military and Veterans Affairs Advisory Commission's Veteran of the Year for 2025. (Supervisor Lopez)

Attachments: Ceremonial Resolution - Sam Cunningham

11. Adopt a resolution honoring Delbert A. "Del" Curtsinger as the Monterey County Military and Veterans Affairs Advisory Commission Veteran of the Year 2025. (Supervisor Root Askew)

Attachments: Ceremonial Resolution - Delbert A. "Del" Curtsinger

12. Adopt a resolution honoring Terry Glasco as a Monterey County Military and Veterans Affairs Advisory Commission's Veteran of the Year for 2025. (Supervisor Lopez)

Attachments: Ceremonial Resolution - Terry Glasco

13. Adopt a resolution honoring Anthony Henderson as a Monterey County Military and Veterans Affairs Advisory Commission's Veteran of the Year for 2025. (Supervisor Lopez)

Attachments: Ceremonial Resolution - Anthony Henderson

14. Adopt a resolution honoring Lawrence Mosher as a 2025 Veteran of the Year from County of Monterey Supervisorial District 2. (Supervisor Church)

Attachments: Ceremonial Resolution - Lawrence Mosher

15. Adopt a resolution honoring Jill Allen as a 2025 Veteran of the Year from County of Monterey Supervisorial District 2. (Supervisor Church)

Attachments: Ceremonial Resolution - Jill Allen

16. Adopt a resolution honoring Michael Forbes 2025 Monterey County Veteran of the Year. (Supervisor Daniels)

Attachments: Ceremonial Resolution - Michael Forbes

17. Adopt a resolution honoring Julian John Macias as the 2025 Monterey County Veteran of the Year. (Supervisor Daniels)

Attachments: Ceremonial Resolution - Julian John Macias

18. Adopt a resolution honoring Rene Casas for his role as a mentor to the Monterey Bay Central Labor Council on the Salinas Inclusive Economic Development Initiative (SIEDI). (Supervisor Root Askew)

Attachments: Ceremonial Resolution - Rene Casas SIEDI Mentor

19. Adopt a resolution honoring Kerry Harvey for her role as a mentor to COPA (Communities Organized for Relational Power in Action) and New Hope Baptist Church on the Salinas Inclusive Economic Development Initiative (SIEDI). (Supervisor Root Askew)

Attachments: Ceremonial Resolution - Kerry Harvey SIEDI Coach

20. Adopt a resolution honoring Kaki Rusmore for her role as a mentor to Center for Community Advocacy (CCA) on the Salinas Inclusive Economic Development Initiative (SIEDI). (Supervisor Root Askew)

Attachments: Ceremonial Resolution - Kaki Rusmore SIEDI Mentor

21. Adopt a resolution honoring Joy Rubey for her role as a mentor to Loaves, Fishes & Computers (LFC) on the Salinas Inclusive Economic Development Initiative (SIEDI). (Supervisor Root Askew)

Attachments: Ceremonial Resolution - Joy Rubey SIEDI Mentor

22. Adopt a resolution honoring Elsa Quezada for her role as a mentor to Hijos del Sol on the Salinas Inclusive Economic Development Initiative (SIEDI). (Supervisor Root Askew)

Attachments: Ceremonial Resolution - Elsa Quezada SIEDI Mentor

23. Adopt a resolution honoring Donna Ferraro for her role as a mentor to Rancho Cielo on the Salinas Inclusive Economic Development Initiative (SIEDI). (Supervisor Root Askew)

Attachments: Ceremonial Resolution - Donna Ferraro SIEDI Mentor

24. Adopt a resolution honoring David Mancera for his role as a mentor to Agriculture & Land-Based Training Association (ALBA) and DigitalNEST on the Salinas Inclusive Economic Development

Initiative (SIEDI). (Supervisor Root Askew)

Attachments: Ceremonial Resolution - David Mancera SIEDI Mentor

25. Adopt a resolution honoring Barbara Meister for her role as a mentor to Mujeres en Acción and Building Healthy Communities Monterey County on the Salinas Inclusive Economic Development Initiative (SIEDI). (Supervisor Root Askew)

Attachments: Ceremonial Resolution - Barbara Meister SEIDI Mentor

26. Adopt a resolution honoring Allison Guevara for her role as a mentor to Centro Binacional para el Desarrollo Indígena Oaxaqueño (CBDIO) on the Salinas Inclusive Economic Development Initiative (SIEDI). (Supervisory Root Askew)

Attachments: Ceremonial Resolution - Allison Guevara SIEDI Mentor

Scheduled Matters

27. a. Consider adoption of an ordinance repealing Chapter 3.14 of the Monterey County Code regarding hiring preference for veterans;
b. Consider approving the Hiring Preference for Veterans and Eligible Military Spouses Policy (P-190); and,
c. Consider approving the amended Military Leave Policy (P-220).

Attachments: Board Report
Attachment A - Presentation
Attachment B - Draft Ordinance
Attachment C - Draft Hiring Preference for Veterans and Eligible Military Spouses Policy _P-190
Attachment D - Draft Military Leave Policy_P-220_Redline
Attachment E - Draft Military Leave Policy_P-220_Clean

Appointments

28. Reappoint Francine Goodwin to Housing Authority of the County of Monterey as a Tenant Commissioner with a term expiration date on November 4, 2027. (Nominated by Housing Authority of the County of Monterey)

Attachments: Notification to Clerk of Appt - Francine Goodwin
Bio - Francine Goodwin

29. Reappoint Aimee Cuda to the Area Agency on Aging Advisory Council as an At-Large Member with

a term ending on January 1, 2029. (Nominated By Area Agency on Aging Advisory Council)

Attachments: Notification to Clerk of Appt - Aimee Cuda
Resume - Aimee Cuda

30. Reappoint Bobbie Blakeney to the Area Agency on Aging Advisory Council as an At Large Member with a term ending on January 1, 2029. (Nominated by Area Agency on Aging Advisory Council)

Attachments: Notification to Clerk of Appt - Bobbie Blakeney
Resume - Bobbie Blakeney

31. Appoint Aimee Greenebaum to the Fish & Game Advisory Commission representing District 4 with a term end date of February 1, 2028. (District Specific - District 4, Supervisor Root-Askew)

Attachments: Notification to Clerk of Appt - Aimee Greenebaum
Application - Aimee Greenebaum

32. Reappoint Fred Ledesma to the Fish & Game Advisory Commission representing District 1 as an Alternate Member with a term end date of February 1, 2028 (District Specific - District 1, Supervisor Alejo)

Attachments: Notification to Clerk of Appt - Fred Ledesma
Application - Fred Ledesma

Approval of Consent Calendar – (See Supplemental Sheet)

33. See Supplemental Sheet

General Public Comments

34. General Public Comments

12:00 P.M. - Recess to Lunch

1:30 P.M. - Reconvene

Roll Call

Scheduled Matters

35. a. Conduct a public hearing to obtain residents' views and respond to proposals and questions received during the preceding 30-day public comment period regarding the Amended Community Development Block Grant and HOME Investment Partnership Act 2025-2029 Consolidated Plan and Annual Action Plan for Fiscal Year 2025-26;
b. Receive and adopt the Amended 2025-2029 Consolidated Plan which includes the Fiscal Year Annual Action Plan and funding recommendations for HOME Investment Partnership Program funds of

$500,000;
c. Authorize and direct the Auditor-Controller to amend the Fiscal Year 2025-26 Adopted Budget for the Housing and Community Development, Community Development Reuse, Fund 013, Unit 8545, Appropriation Unit HCD004 to increase revenues and appropriations by $403,480; and
d. Authorize the Director of Housing and Community Development or their designee to submit the Amended 2025-2029 Consolidated Plan to the United States Department of Housing and Urban Development and execute documents required by the United States Department of Housing and Urban Development to implement the Amended 2025-2029 Consolidated Plan;

Attachments: Board Report
Attachment A - Draft CDBG and HOME Inv Partnership Act 2025-2029 Con Plan and AAP for FY 2025-26

Other Board Matters

Referral Matrix and New Referrals

36. Referral Matrix and New Referrals

Attachments: Board Referral Matrix

Referral Responses

37. Receive an update in response to Board Referral No. 2024.11, asking staff to investigate possible modifications to the County's Rooster Ordinance to make it more effective at eradicating cockfighting operations in unincorporated Monterey County.

Attachments: Board Report
Board Referral No. # 2024.11
Preliminary Analysis Report

38. Receive a preliminary analysis report in response to ***Board Referral No.* 2025.11** seeking to adopt an ordinance to prohibit recreational vehicles parking on the entirety of Railroad Avenue, establish a tow-away zone, and authorizing the immediate removal of vehicles that violate this no-parking restriction.

Attachments: Board Report
Attachment A - Board Referral No. #2025.11

39. a. Receive a presentation in response to Board Referral No. 2024.13 (Alejo) on the history of *Recurso de Fuerza*, a low barrier navigation center currently in development in partnership with the County of Santa Cruz;
b. Consider the following options for renaming *Recurso de Fuerza*:
a) Retain the name *Recurso de Fuerza*;
b) Rename the program *Casitas de Fuerza*; or

c) Direct staff to rename the project through a public engagement process; and

c. Provide direction as necessary.

Attachments: Board Report
MOU with Santa Cruz County
Encampment Resolution Funding 2-R Notice of Funding Availability
Encampment Resolution Funding State Application
Item No. 8 Presentation

County Administrative Officer Comments

40. County Administrative Officer Comments

Board Comments

41. Board Comments

Read Out from Closed Session by County Counsel

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

Adjournment

Upcoming Board of Supervisors Meetings for 2025

2025 Board of Supervisors Meeting Schedule

Attachments: 2025 Board of Supervisors Meeting Dates

Supplemental Sheet, Consent Calendar

Natividad Medical Center

42. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute renewal & amendment No. 2 to the agreement with HPC International, Inc. dba HPC for medical librarian services, extending the agreement an additional 6-month period (July 1, 2025 through December 31, 2025) for a revised full agreement term of May 1, 2022 through December 31, 2025, and adding $31,620 for a revised total agreement amount not to exceed $214,004.

Attachments: Board Report
HPC International, Inc. dba HPC Renewal & Amendment 2
HPC International, Inc. dba HPC Amendment 1
HPC International, Inc. dba HPC Agreement

43. a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute a Non-Standard agreement with HPC International, Inc. dba HPC for online medical journals and librarian services at NMC for a maximum County obligation of $193,540 for the term of January 1, 2026 through December 2028.
b. Approve the NMC's Chief Executive Officer's recommendation to accept non-standard indemnification, and limitations on liability provisions within the agreement.

Attachments: Board Report
HPC International, Inc. dba HPC Agreement

44. a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute a retroactive agreement between the County of Monterey and Sonoma State University for the provision of Placement of Students at Natividad Medical Center, for the term of August 1, 2025 through July 31, 2028 at no cost; and
b. Approve the NMC's Chief Executive Officer's recommendation to accept non-standard indemnification, provisions within the agreement

Attachments: Board Report
Sonoma State University_Student Placement Agreement

Health Department

45. a. Approve and authorize the Director of Health Services or designee to execute Renewal and Amendment No.1 to Agreement A-164043 between the County of Monterey and Monterey County Rape Crisis Center (MCRCC) to provide in-person advocate accompaniment during evidentiary exams, ongoing support services, and resource connection for survivors of sexual assault at no cost to the County of Monterey, and extend the term an additional three (3) years, for the revised full Agreement term of October 1, 2022 through September 30, 2028;

b. Approve non-standard insurance provisions in the Renewal and Amendment No.1 as recommended by the Director of Health Services; and
c. Authorize the Contracts and Purchasing Officer or designee to sign up to three future amendments to the Agreement, provided that these amendments do not substantially change the service described in the Agreement, with no exchange of funds, and approval from the Office of the County Counsel.

Attachments: Board Report
Renewal and Amendment No.1
Board Order
Executed Agreement

46. a. Approve and authorize the Contracts & Purchasing Officer or designee to execute a ten (10) year Lease Agreement, effective December 1, 2025 or upon issuance of a certificate of occupancy from the City of Salinas and County's final walk through and approval of all Premise Improvements (Lease Commencement Date), whichever is later, with San Jose Ave. Apartments, LLC. (Lessor), for approximately 12,986 rentable square feet of space at 559 East Alisal Street, Suites 106, 107, 108 & Salinas, California, for use by the Health Department's Clinic Services Bureau (Health); and
b. Authorize the Auditor-Controller to make lease payments starting at $34,161 per month, for twelve (12) months, upon issuance of a certificate of occupancy form the City of Salinas, final walk through, and approval of all Premise Improvements, whichever is later, in accordance with the terms and adjusted rent schedule as outlined in the Lease Agreement.

Attachments: Board Report
Lease Agreement

47. a. Approve and authorize the Director of Health Services or designee to sign a non-standard Software-As-A-Service (SaaS) Agreement with PDDS Buyer, LLC ("PDDS") for the licensing subscription to the Apteryx dental imaging software, for an initial term of one year, which will then auto-renew for successive one (1) year renewal terms, unless earlier terminated, and a total contract amount for the initial one-year term not to exceed $6,330;
b. Approve the recommendation of the Director of Health Services to accept the non-standard terms of the Agreement; and
c. Approve and authorize the Contracts and Purchasing Officer or their designee to execute future amendments, provided they do not exceed an aggregate amount of $200,000 and fall within the signing authority of the Contracts and Purchasing Officer.

Attachments: Board Report
Agreement

48. a. Approve and authorize the Director of Health Services or designee to ratify the executed Participation Agreement No. 12725-MONT-PICR-25_26 between the County of Monterey and the California Mental Health Services Authority for the provision of psychiatric inpatient authorization services, for a maximum County obligation of $268,968 for the term of July 1, 2025 through June 30,

2026; and

b. Approve and authorize the Director of Health Services or designee to execute up to three (3) future amendments that do not exceed 10% ($26,896) of the original agreement, do not significantly change the scope of services, and do not increase the total not to exceed amount over $295,864.

Attachments: Board Report
Agreement
Resolution
Board Order
Attachment A - Program Funding List

Criminal Justice

49. a. Approve and Authorize the Sheriff or Sheriff's designee to sign a retroactive Memorandum of Understanding (MOU) with the Law enforcement Agencies for the funding of one (1) Records Specialist II position, in the amount of $115,699 who provide support to law enforcement agencies/departments after hours, weekends and holidays, effective July 1, 2025; and
b. Authorize the Sheriff or Sheriff's designee to sign future amendments as necessary that do not significantly change the scope of work and where the cost increases are based on cost-of-living adjustments, step increases, compensation studies, benefits; and
c. Authorize and direct the Auditor-Controller to amend the Sheriff's FY 2025-26 Adopted Budget (001-2300-SHE001-8229) by increasing appropriations and estimated revenues of $115,699 in the Sheriff's FY 2025-26 Adopted Budget (001-2300-SHE001-8229), financed by a MOU with six (6) Law enforcement Agencies for the funding of one (1) Records Specialist II position, in the amount of $115,699 (4/5th vote required).

Attachments: Board Report
MOU between the Monterey County Sheriff's Office and Law Enforcement Agencies and Departments.pdf
Resolution.pdf

General Government

50. a. Approve and authorize the County Administrative Officer or designee to execute Amendment No. 2 to Agreement A-17197 with Step Up on Second Street, Inc. to add $132,481 to provide rapid rehousing, transitional, and supportive services to assist with transitioning chronically homeless program participants participating in the former Homekey King City program into permanent supportive housing for a total contract amount of $1,849,663 with no change to the term of November 1, 2024, to June 30, 2027; and
b. Approve and authorize the County Administrative Officer or designee, to sign up to an additional three (3) future amendments to this agreement where amendments do not exceed 10% ($184,966) and do not significantly alter the scope of services as determined by the Director of the Homelessness Strategies and Initiatives Division and subject to approval by County Counsel.

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

51. a. Approve and authorize the Library Director or designee to accept a grant from the California State Library for $64,521 to provide Adult Literacy and Families for Literacy services; and
b. Approve and authorize the Library Director or designee to accept non-standard elements of the grant award agreement; and
c. Approve and authorize the Library Director or designee to accept up two to amendments or increases in this grant award that do not substantially change terms and conditions or increase the grant award more than 20% ($12,904) for a total not to exceed $77,425.

Attachments: Board Report
Attachment A

52. Authorize the Department of Emergency Management (DEM) to submit an application for the purpose of obtaining financial assistance from the California Governor's Office of Emergency Services for Fiscal Years (FY) 2025 and 2026 Homeland Security Grant Program (HSGP).

Attachments: Board Report
Attachment A.docx
Attachment A.pdf
Attachment B.pdf
Attachment C.pdf

53. Authorize the Department of Emergency Management (DEM) to submit an application for the purpose of obtaining financial assistance from the California Governor's Office of Emergency Services for Fiscal Years (FY) 2025 and 2026 Emergency Management Performance Grant (EMPG).

Attachments: Board Report
Attachment A.pdf
Attachment B.pdf
Attachment C.pdf

54. Receive and accept the Treasurer's Report of Investments for the quarter ending September 30, 2025.

Attachments: Board Report
Exhibit A – Investment Portfolio Review 09.30.2025
Exhibit B – Portfolio Management Report 09.30.2025

55. a. Approve and authorize County Counsel/Risk Management to execute a Professional Services

Agreement ("PSA") with Kennedy/Jenks Consultants, Inc. for gauging, monitoring and reporting groundwater and lake conditions at the Lake San Antonio Resort/Marina Site and client representation with the Regional Water Quality Control Board, retroactive to June 30, 2025, through July 1, 2028 (3-year term), for an amount not to exceed $200,000; and
b. Authorize County Counsel/Risk Management to execute up to two future amendments to this agreement where the amendments do not significantly change the scope of work and do not cause an increase of more than 10% ($20,000) of the original contract amount and do not increase the total contract amount above $220,000.

Attachments: Board Report
Kennedy-Jenks Agreement
Kennedy-Jenks Agreement Exhibit A

56. a. Approve and authorize the Chief Contracts and Procurement Officer or their designee to execute an Agreement with West Publishing Corporation dba West, a Thomson Reuters Business, for the subscription of West Proflex legal support software for Child Support attorneys for the period retroactive to November 1, 2025 through October 31, 2028, for the maximum amount of $85,132.
b. Accept non-standard contract provisions and insurance provisions as recommended by the Director of Child Support Services.
c. Approve and authorize the Chief Contracts and Procurement Officer or their designee to execute up to three (3) future amendments to the Agreement, provided the total amendments do not exceed 10% ($8,513) of the original Agreement amount, do not significantly alter the scope of work, and do not cause the total contract amount to exceed $93,645.

Attachments: Board Report
2025-2028 West Publishing Corporation Agreement

57. a. Approve the 2025 Winter Recess for units P, Y, Z and ZX (excluding elected officials in unit Y); and,
b. Direct the Auditor-Controller to implement the 2025 Winter Recess for these specific units.

Attachments: Board Report

58. Approve expenditure of $6,328.57 from the Board of Supervisors (District 3) discretionary funds to reimburse the City of Soledad for costs incurred in implementing the Veterans Banner Program, which honors and recognizes local veterans for their service and dedication to our nation.

Attachments: Board Report
City of Soledad Invoice

59. Approve the County of Monterey Board of Supervisors Draft Action Meeting Minutes for the following meeting date: Tuesday, October 7, 2025, and Tuesday, October 28, 2025.

Attachments: Board Report
DRAFT BOS Minutes 10-7-2025
DRAFT BOS Minutes 10-28-2025

County of Monterey

Board Report

Legistar File Number: CS 25-053

Item No.1

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

November 04, 2025

Introduced: 10/27/2025
Version: 1

Current Status: Agenda Ready
Matter Type: Closed Session

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

a. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:
(1) Sheila Castillo (Worker's Compensation Appeals Board No. ADJ9593552)
(2) Star Howard (Worker's Compensation Appeals Board No. ADJ13029680, ADJ9828397, ADJ7680496, ADJ5696339)

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

c. Pursuant to Government Code section 54957(b)(1), the Board will confer regarding recruitment/appointment for the position of Treasurer-Tax Collector.

d. Pursuant to Government Code sections 54956.9(d)(2) and 54956.9(d)(4), the Board will confer with legal counsel regarding one matter of significant exposure to litigation and/or potential initiation of litigation.

County of Monterey

Board Report

Legistar File Number: CR 25-181

Item No.2

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

November 04, 2025

Introduced: 10/9/2025
Version: 1

Current Status: Ceremonial Resolution
Matter Type: Ceremonial Resolution

Adopt a resolution to recognize November 11, 2025, as Veterans Day in the County of Monterey and to honor the service and sacrifice of the many Veterans who have safeguarded our country, and to recognize the veteran organizations who in turn serve those who served us. (Supervisor Lopez)

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

Resolution No.:
A Ceremonial Resolution to recognize November 11, 2025, as Veterans Day in the County of Monterey and to honor the service and sacrifice of the many Veterans who have safeguarded our country, and to recognize the veteran organizations who in turn serve those who served us.

WHEREAS, throughout our Nation's history, brave men and women in uniform have answered to the call of duty to defend and protect our freedom; and

WHEREAS, the County of Monterey is home to approximately 18,000 veterans who form a vital part of our communities and workforce; and

WHEREAS, County residents have served in conflicts around the world, including in World War I, World War II, Korea, Vietnam, Iraq, Afghanistan, Syria; and

WHEREAS, veterans have often faced challenges in transitioning to civilian life, including a lack of adequate support from their community and recognition for their service; and

WHEREAS, women, minority, and underrepresented veterans have faced discrimination despite their sacrifice for their country; and

WHEREAS, County veterans continue to serve the community, including through American Legion, Veterans of Foreign Wars, Disabled American Veterans, and other organizations dedicated to service; and

WHEREAS, the County is home to notable veteran organizations like the United Veterans Council, the Veterans Transition Center, and the Dept. of Veterans Affairs' MG Gourley Clinic; and

WHEREAS, the County's Military and Veterans Affairs Office provides advocacy, assistance and services designed to enhance the lives of Monterey County Veterans and active-duty military personnel, their survivors, and families; and

WHEREAS, during FY25 the Military and Veterans Affairs Office filed 5,387 individual claim actions on behalf of 3,358 unique Veterans, to include 1,817 Disability Compensation and Pension claims; and

WHEREAS, during FY 25 the Military and Veterans Affairs Office's efforts on behalf of veterans garnered $6,735,757 in retroactive disability payments and $5,611,195 in annualized recurring monthly compensation payments; and

WHEREAS, the Military and Veterans Affairs Office waived $1,812,314 in college tuition fees for 222 dependents of disabled veterans; and

WHEREAS, Armistice Day was initially celebrated in the United States on November 11, 1919 to recognize the end of World War I; and

WHEREAS, Armistice Day was renamed Veterans Day on June 1, 1954, in honor of all people who have served in the United States Armed Forces; and

WHEREAS, the residents of the County of Monterey have great respect, admiration, and the utmost gratitude for all the men and women who have selflessly served our country and this community in the Armed Forces,

WHEREAS, the National Association of Counties encourages all counties, parishes and boroughs to recognize Operation Green Light for Veterans; and

RESOLVED, with designation as a Green Light for Veterans County, the County of Monterey hereby declares from November 4th through Veterans Day, November 11th 2025 a time to salute and honor the service and sacrifices of our men and women in uniform transitioning from active service; therefore, be it further

RESOLVED, that in observance of Operation Green Light, the County of Monterey encourages its citizens in patriotic tradition to recognize the importance of honoring all those who made immeasurable sacrifices to preserve freedom by displaying green lights in a window of their place of business or residence from November 4th through the 12th, 2025.

NOW, THEREFORE BE IT RESOLVED, that the County of Monterey Board of Supervisors, on behalf of the County and all residents thereof, recognizes November 11, 2025, as Veterans Day in the County of Monterey and honors the extraordinary contributions and service of veterans and veteran organizations.

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: CR 25-182

Item No.3

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

November 04, 2025

Introduced: 10/9/2025
Version: 1

Current Status: Ceremonial Resolution
Matter Type: Ceremonial Resolution

Adopt a resolution honoring Partners for Peace on its 30th Anniversary of reducing youth violence and strengthening family engagement. (Supervisor Root Askew)

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

Resolution No.:
Adopt a resolution honoring **Partners for Peace** on its **30th Anniversary** of reducing youth violence and strengthening family engagement.

WHEREAS, the Monterey County Board of Supervisors takes great pride in recognizing **Partners for Peace**, a cornerstone organization celebrating 30 years of service to the youth, families, and communities of Monterey County; and

WHEREAS, Partners for Peace was founded in 1995, being born from a collective vision to reduce youth violence and strengthen family engagement, ensuring that every child in Monterey County grows up in a safe, nurturing, and hopeful environment; and

WHEREAS, Partners for Peace for three decades, has embodied the principle that community well-being begins with connected families—offering evidence-based programs, mentoring, and leadership opportunities that build trust, resilience, and positive relationships between youth and adults; and

WHEREAS, through initiatives such as Strengthening Families, Community Alliance for Safety and Peace (CASP) collaborations, and Youth Leadership programs, **Partners for Peace** has helped reduce violence, empower families, and foster intergenerational dialogue that strengthens the social fabric of our county; and

WHEREAS, Partners for Peace has served as a unifying force, bringing together parents, schools, law enforcement, faith leaders, and public agencies under a shared commitment to peacebuilding and prevention—working tirelessly to transform cycles of harm into systems of support; and

WHEREAS, Partners for Peace's legacy is measured not only in the thousands of youth and families served but in the culture of compassion and civic responsibility it has cultivated across Monterey County; and

WHEREAS, Partners for Peace continues to expand its reach—under the leadership of dedicated staff, volunteers, and community partners, who champion youth empowerment, equity, and safety while modeling the collaborative spirit that defines Monterey County at its best; and

WHEREAS, as **Partners for Peace** marks three decades of transformational work, its enduring vision—of a community where every person feels seen, valued, and supported—remains as vital as ever;

NOW, THEREFORE BE IT RESOLVED, that the County of Monterey Board of Supervisors, on behalf of the County and all residents thereof, honor and commend **Partners for Peace** on its **30th Anniversary** of outstanding service, leadership, and unwavering dedication to building stronger families, safer communities, and a more peaceful future for all.

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

AYES:
NOES:
ABSENT:

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

Dated:

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

By_____
Deputy

County of Monterey

Board Report

Legistar File Number: CR 25-192

Item No.4

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

November 04, 2025

Introduced: 10/17/2025
Version: 1

Current Status: Ceremonial Resolution
Matter Type: Ceremonial Resolution

Adopt a resolution honoring Guadalupe Covarrubias-Martinez, Chronic Disease Prevention Specialist, for her dedicated service of 34 years and 9 months to the County of Monterey. (Supervisor Lopez)

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

Resolution No.:
Adopt a resolution honoring **Guadalupe Covarrubias-Martinez,** Chronic Disease Prevention Specialist, for her dedicated service of 34 years and 9 months to the County of Monterey.

WHEREAS, Guadalupe Covarrubias-Martinez, a proud graduate of Salinas High School, pursued studies in Accounting, Spanish and American Sign Language at Hartnell College; and

WHEREAS, Guadalupe Covarrubias-Martinez began her career with the County of Monterey in 1990 as a Cashier, and through dedication and professional growth was promoted to Senior Account Clerk in 1994, Accounting Technician in 1996, Health Education Assistant in 2003 and Chronic Disease Prevention Specialist in 2008; and

WHEREAS, **Guadalupe Covarrubias-Martinez** is a respected health professional with more than three decades of leadership and community involvement, actively contributing to organizations such as Salinas United Business Association, Building Healthy Communities, California Rodeo Association, and Comité Cultural de Salinas; and

WHEREAS, **Guadalupe Covarrubias-Martinez** has generously given her time and expertise to numerous local efforts and organizations including the American Legion Auxiliary, Latino Network Committee, Salinas Chamber of Commerce, Binational Health Week, and Salinas Valley LULAC; and

WHEREAS, Guadalupe Covarrubias-Martinez supported the County of Monterey in launching innovative public health initiatives, including a pilot nutrition program that laid the foundation for the County's local nutrition program; and

WHEREAS, Guadalupe Covarrubias-Martinez played a critical role in the California Latino 5 A Day Campaign kickoff in 1999 and championed nutrition education and obesity prevention programs benefitting both school-aged children, adults and older adults; and

WHEREAS, Guadalupe Covarrubias-Martinez, throughout her 34 years and 9 months of service, has demonstrated an exemplary work ethic, professionalism, and commitment to the health and well-being of Monterey County residents; and

NOW, THEREFORE, BE IT RESOLVED that the County of Monterey Board of Supervisors on behalf of all the County workforce and residents thereof, hereby acknowledge, commend, and express its sincere appreciation to **Guadalupe Covarrubias-Martinez** for many years of dedicated public service to the County of Monterey and wish her success on all future endeavors.

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

AYES:

NOES:
ABSENT:

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

Dated:

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

By _____
Deputy

County of Monterey

Board Report

Legistar File Number: CR 25-134

Item No.5

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

November 04, 2025

Introduced: 9/4/2025
Version: 1

Current Status: Ceremonial Resolution
Matter Type: Ceremonial Resolution

Adopt a resolution honoring Emmanuel Castro Lugo as a Monterey County Military and Veterans Affairs Advisory Commission's Veteran of the Year for 2025. (Supervisor Lopez)

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

Resolution No.:
Adopt a resolution honoring **Emmanuel Castro Lugo** as a Monterey County Military and Veterans Affairs Advisory Commission's Veteran of the Year for 2025.

WHEREAS, each year the County of Monterey and the Monterey County Veterans Services Advisory Commission honor those who have made a significant contribution to their communities, are strong motivators, have demonstrated extraordinary professional competence, and are role models for veterans and the community as a whole; and

WHEREAS, the Monterey County Military and Veterans Services Advisory Commission is honored to recognize **Emmanuel Castro Lugo** as a 2025 *Veteran of the Year;* and

WHEREAS, Emmanuel Castro Lugo faithfully served in the United States Army from March 1, 2010, until September 1, 2023, demonstrating steadfast commitment, discipline, and honor throughout his thirteen years of military service; and

WHEREAS, following his military service, **Emmanuel Castro Lugo** continued his dedication to service as an active member of the Santa Lucia Masonic Lodge #302 in King City, California, where, as a Master Mason, he plays a vital role in supporting and organizing fundraising initiatives, the majority of which provide scholarships for high school seniors in four South Monterey County cities; and

WHEREAS, Emmanuel Castro Lugo dedicated himself to youth mentorship as a volunteer Little League Baseball coach in Greenfield since 2020, contributing more than two hundred hours to over one hundred practices and games, and mentoring approximately seventy children through both athletic and personal growth; and

WHEREAS, drawing upon his military experience in leadership, discipline, and integrity, **Emmanuel Castro Lugo** instills in his players not only the fundamentals of baseball, but also the life lessons of teamwork, perseverance, integrity, and respect; and

WHEREAS, Emmanuel Castro Lugo's leadership has had a profound and lasting impact on youth and families, strengthening bonds within the Greenfield community and fostering unity among residents; and

WHEREAS, through his service in the Army, his commitment to civic and fraternal organizations, and his investment in the lives of youth, **Emmanuel Castro Lugo** exemplifies the highest standards of honor, accountability, and community leadership.

NOW, THEREFORE BE IT RESOLVED, that the County of Monterey Board of Supervisors on behalf of all the County and its residents, thereof, hereby recognizes **Emmanuel Castro Lugo** as a 2025 Monterey County Military and Veterans Affairs Advisory Commission Veteran of the Year and wishes him continued success, peace, and happiness in all his future endeavors.

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

AYES:
NOES:
ABSENT:

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

Dated:

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

By_____
Deputy

County of Monterey

Board Report

Legistar File Number: CR 25-135

Item No.6

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

November 04, 2025

Introduced: 9/4/2025
Version: 1

Current Status: Ceremonial Resolution
Matter Type: Ceremonial Resolution

Adopt a resolution honoring Monica Andrade as a Monterey County Military and Veterans Affairs Advisory Commission's Veteran of the Year for 2025. (Supervisor Lopez)

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

Resolution No.:
Adopt a resolution honoring **Monica Andrade** as a Monterey County Military and Veterans Affairs Advisory Commission's Veteran of the Year for 2025.

WHEREAS, each year the County of Monterey and the Monterey County Veterans Services Advisory Commission honor those who have made a significant contribution to their communities, are strong motivators, have demonstrated extraordinary professional competence, and are role models for veterans and the community as a whole; and

WHEREAS, the Monterey County Military and Veterans Services Advisory Commission is honored to recognize **Monica Andrade** as a 2025 *Veteran of the Year;* and

WHEREAS, Monica Andrade, born and raised in Salinas, California, is the eldest of five children and the proud daughter of immigrant parents from Guanajuato, Mexico, and served honorably in the United States Army from June 1, 2000, to June 1, 2007; and

WHEREAS, through her service, **Monica Andrade** gained a deep understanding of the importance of civic engagement, political participation, and advocacy for social justice, values she continues to embody as a community leader and role model; and

WHEREAS, Monica Andrade is a devoted wife and mother of three who balances the responsibilities of family life with her tireless dedication to advancing equity, education, and opportunity for underserved communities; and

WHEREAS, Monica Andrade currently serves as a Parent Educator with Door to Hope, providing critical services and support to underserved families; and

WHEREAS, Monica Andrade's leadership extends throughout Monterey County, including her service as an Alternate for Representative Zoe Lofgren on the Monterey County Democratic Central Committee, Treasurer for Salinas LULAC #2055, and board member of the Democratic Women of Monterey County; and

WHEREAS, Monica Andrade is a proud member of the Soledad American Legion Post 32, where she and her family volunteer annually to support Veterans Day and Memorial Day observances, honoring her fellow servicemembers with dedication and respect; and

WHEREAS, Monica Andrade's lifelong passion for sports and youth development includes her years as a soccer player, referee, and coach for local children, further exemplifying her commitment to mentorship, teamwork, and community engagement; and

WHEREAS, Monica Andrade continues to be a steadfast advocate, leader, and servant to her community, embodying the values of honor, courage, and commitment she carried from her Army service into every aspect of her life.

NOW, THEREFORE BE IT RESOLVED, that the County of Monterey Board of Supervisors on behalf of all the County and its residents, thereof, hereby recognizes **Monica Andrade** as a 2025 Monterey County Military and Veterans Affairs Advisory Commission Veteran of the Year and wishes him continued success, peace, and happiness in all his future endeavors.

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

AYES:
NOES:
ABSENT:

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

Dated:

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

By_____
Deputy

County of Monterey

Board Report

Legistar File Number: CR 25-161

Item No.7

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

November 04, 2025

Introduced: 9/19/2025
Version: 1

Current Status: Ceremonial Resolution
Matter Type: Ceremonial Resolution

Adopt a resolution honoring Beth Wilbur on her Retirement and Service as Executive Director of Court Appointed Special Advocates (CASA) of Monterey County. (Supervisor Lopez)

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

Resolution No.
Adopt a resolution honoring **Beth Wilbur** on her Retirement and Service as Executive Director of Court Appointed Special Advocates (CASA) of Monterey County

WHEREAS, the Court Appointed Special Advocates (CASA) of Monterey County is a vital nonprofit organization dedicated to recruiting, training, and supporting community volunteers who advocate for foster and juvenile justice children and youth, ensuring that every child has a stable adult to stand by them; and

WHEREAS, Beth Wilbur was appointed Executive Director of CASA of Monterey County in June 2020, following a distinguished career in publishing, nonprofit management, and the arts, including leadership roles at Pearson Education, the Massachusetts Institute of Technology, Boston's Baroque Orchestra, and numerous community organizations; and

WHEREAS, for the past five years, **Beth Wilbur** has guided CASA with exemplary leadership, strengthening the organization through challenging times, championing the mission of advocacy, and empowering volunteers who give voice to the children of Monterey County's foster care and juvenile justice systems; and

WHEREAS, Beth Wilbur has been a visible and tireless advocate in the community, attending meetings and listening sessions, extending CASA's reach into South Monterey County through office hours in Greenfield and King City, and ensuring that the voices and needs of children and youth are represented in every corner of our county; and

WHEREAS, Beth Wilbur and her husband Brian, residents of Carmel Valley, have been valued members of our community, and Ms. Wilbur has pledged to continue supporting CASA and its mission even after her retirement at the end of 2025; and

WHEREAS, Beth Wilbur's leadership, compassion, and unwavering dedication have left a lasting legacy at CASA of Monterey County, advancing the organization's work and making a meaningful difference in the lives of countless children and families.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Monterey, on behalf of the County and all of its residents, hereby acknowledges, commends, and expresses its deepest gratitude to **Beth Wilbur** for her years of dedicated service as Executive Director of CASA of Monterey County, extend congratulations on her retirement, and express deep gratitude for her lasting contributions to the children and families of Monterey County; and

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

AYES:

NOES:

ABSENT:

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

Dated: Valeria Ralph, Clerk of the Board of Supervisors

County of Monterey, State of California

By _____

Deputy

County of Monterey

Board Report

Legistar File Number: CR 25-173

Item No.8

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

November 04, 2025

Introduced: 10/8/2025
Version: 1

Current Status: Ceremonial Resolution
Matter Type: Ceremonial Resolution

Adopt a resolution honoring Alicia Diaz as a County of Monterey Military and Veterans Affairs Advisory Commission's Veteran of The Year for 2025. (Supervisor Alejo)

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

Resolution No.:
Adopt Resolution Honoring **Alicia Diaz** as a County of Monterey Military and Veterans Affairs Advisory Commission's Veteran of The Year for 2025.

WHEREAS, Each year, the County of Monterey and the County of Monterey Military and Veterans Affairs Advisory Commission honors those who have made a significant contribution to their communities, are strong motivators, have demonstrated extraordinary professional competence**,** and are role models for veterans and the community as a whole; and

WHEREAS, The County of Monterey Military and Veterans Affairs Advisory Commission is honored to recognize **Alicia Diaz** as a 2025 Veteran of The Year; and

WHEREAS, Alicia Diaz enlisted in the United States Marine Corps in 1969 and honorably served until her separation in 1973; and

WHEREAS, Following her military service, **Alicia Diaz** transitioned to a career in education, teaching in North County, the Alisal Union School District in Salinas, and concluding her distinguished career with the Salinas Union High School District where she worked closely with parents to support student success; and

WHEREAS, She has contributed as a part-time Spanish teacher at Sacred Heart Catholic School in Salinas, educating 5th and 8th grade students over the past two years; and

WHEREAS, Alicia Diaz is a founding member of the Marine Corps League, serving actively from 1991 to 2001; and

WHEREAS, She proudly serves as a member of the Monterey County Semper Fi Fraternity (MCSFF) and American Legion Post 31; and

WHEREAS, Alicia Diaz maintains active membership in the California Teachers Association and the American Federation of Teachers; and

WHEREAS, Alicia Diaz is a lifelong educator, mentor, and community advocate whose unwavering dedication to students and families has had a profound impact throughout Monterey County. Her commitment is exemplified by organizing grassroots initiatives to enrich migrant education and leading district-wide efforts, demonstrating creativity, compassion, and a steadfast belief in the transformative power of education to uplift entire communities.

NOW, THEREFORE BE IT RESOLVED, that the County of Monterey Board of Supervisors, on behalf of the County and all residents thereof, honors **Alicia Diaz** as a 2025 County of Monterey Military and Veterans Affairs Advisory Commission Veteran of The Year and thanks her for her exemplary service and dedication to her country and the people of Monterey County.

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

AYES:
NOES:
ABSENT:

I, Valeria 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: CR 25-174

Item No.9

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

November 04, 2025

Introduced: 10/8/2025
Version: 1

Current Status: Ceremonial Resolution
Matter Type: Ceremonial Resolution

Adopt a resolution honoring Ed Sanchez as the Monterey County Military and Veterans Affairs Advisory Commission Veteran of the Year 2025. (Supervisor Root Askew)

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

Resolution No.:
Adopt a resolution honoring **Ed Sanchez** as the Monterey County Military and Veterans Affairs Advisory Commission Veteran of the Year 2025.

WHEREAS, each year the County of Monterey and the Monterey County Veterans Services Advisory Commission honors those who have made a significant contribution to their communities, are strong motivators, have demonstrated extraordinary professional competence and are role models for veterans and the community as a whole; and

WHEREAS, Ed Sanchez honorably served his country as a member of the United States Armed Forces, demonstrating bravery, selflessness, and a steadfast commitment to duty; and

WHEREAS, Ed Sanchez following his military service, continued to exemplify the highest values of honor, sacrifice, and service, by dedicating himself to improving the quality of life for veterans and their families in Monterey County; and

WHEREAS, Ed Sanchez has been a consistent advocate for veterans, working tirelessly to ensure they have access to benefits, healthcare, and resources, and providing support and mentorship to those transitioning from active duty to civilian life; and

WHEREAS, Ed Sanchez leadership extends to veteran service organizations, community programs, and outreach efforts that directly uplift those who have borne the cost of war, reflecting his devotion to leaving no veteran behind; and

WHEREAS, Ed Sanchez's contributions have strengthened collaboration among community partners, expanded recognition of veterans' sacrifices, and built stronger bridges between veterans and the community at large; and

WHEREAS, in recognition of these outstanding achievements and lifelong service, the Monterey County Military and Veterans Affairs Advisory Commission has selected **Ed Sanchez** as the 2025 Veteran of the Year.

NOW, THEREFORE BE IT RESOLVED, that the County of Monterey Board of Supervisors, on behalf of the County and all residents thereof, honors **Ed Sanchez** as a 2025 Monterey County Military and Veterans Affairs Advisory Commission Veteran of the Year.

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

AYES:
NOES:
ABSENT:

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

Dated:

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

By_____
Deputy

County of Monterey

Board Report

Legistar File Number: CR 25-175

Item No.10

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

November 04, 2025

Introduced: 10/8/2025
Version: 1

Current Status: Ceremonial Resolution
Matter Type: Ceremonial Resolution

Adopt a resolution honoring Sam Cunningham as a Monterey County Military and Veterans Affairs Advisory Commission's Veteran of the Year for 2025. (Supervisor Lopez)

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

Resolution No.
Adopt a resolution honoring **Sam Cunningham** as a Monterey County Military and Veterans Affairs Advisory Commission's Veteran of the Year for 2025.

WHEREAS, each year the County of Monterey and the Monterey County Veterans Services Advisory Commission honor those who have made a significant contribution to their communities, are strong motivators, have demonstrated extraordinary professional competence, and are role models for veterans and the community as a whole; and

WHEREAS, the Monterey County Military and Veterans Services Advisory Commission is honored to recognize **Sam Cunningham** as a 2025 *Veteran of the Year;* and

WHEREAS, Sam Cunningham served in the United States Marine Corps from January 25, 1982, to February 17, 1985, dedicating three years to military service and demonstrating honor, courage, and commitment; and

WHEREAS, following his separation from the Marine Corps, **Sam Cunningham** continued his service to the community by volunteering and mentoring youth in his community; and

WHEREAS, Sam Cunningham cultivated strong collaborations with from the Seaside Police Department, middle schools, high schools, continuation, and probation schools to mentor young men without a father figure or positive influence in their lives.; and

WHEREAS, through volunteering KEYS 2 LIFE, **Sam Cunningham** has helped provides mentorship, spiritual guidance and imparts wisdom as an "Opportunity Giver" to young people to see that they can become something great. That they don't have to fall into the pitfalls of their own trauma, hurt, pain, violence, drugs, and gangs; and

NOW, THEREFORE, BE IT RESOLVED that the County of Monterey Board of Supervisors, on behalf of the County and all residents thereof, honors **Sam Cunningham** as a 2025 Monterey County Military and Veterans Affairs Advisory Commission Veteran of the Year and wishes her continued success, peace, and happiness in all her future endeavors.

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

AYES:

NOES:

ABSENT:

I, Valeria 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: Valeria Ralph, Clerk of the Board of Supervisors

County of Monterey, State of California

By _____

Deputy

County of Monterey

Board Report

Legistar File Number: CR 25-176

Item No.11

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

November 04, 2025

Introduced: 10/8/2025
Version: 1

Current Status: Ceremonial Resolution
Matter Type: Ceremonial Resolution

Adopt a resolution honoring Delbert A. “Del” Curtsinger as the Monterey County Military and Veterans Affairs Advisory Commission Veteran of the Year 2025. (Supervisor Root Askew)

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

Resolution No.:
Adopt a resolution honoring **Delbert A. "Del" Curtsinger** as the Monterey County Military and Veterans Affairs Advisory Commission Veteran of the Year 2025.

WHEREAS, each year the County of Monterey and the Monterey County Veterans Services Advisory Commission honors those who have made a significant contribution to their communities, are strong motivators, have demonstrated extraordinary professional competence and are role models for veterans and the community as a whole; and

WHEREAS, Delbert A. Curtsinger honorably served his country in the United States Navy, beginning his service in 1962 and continuing through 1968, during which time he fulfilled his duties with exemplary dedication and commitment; and

WHEREAS, following his military service, **Delbert A. Curtsinger** carried forward the values of honor, courage, and commitment into his civilian life, building a career of service to veterans and his community; and

WHEREAS, Delbert A. Curtsinger has been a tireless advocate for veterans' rights and well-being, ensuring that those who have served our nation receive the recognition, care, and support they deserve; and

WHEREAS, Delbert A. Curtsinger through his volunteerism, leadership, and civic engagement, has made a lasting impact on the Monterey County veteran community, particularly through his contributions to the American Legion, Disabled American Veterans, and other veteran service organizations; and

WHEREAS, Delbert A. Curtsinger has distinguished himself as a leader and mentor to fellow veterans, consistently working to improve access to services, resources, and opportunities for those who have worn the uniform; and

WHEREAS, in recognition of his extraordinary service to his country and community, **Delbert A. Curtsinger** has been selected by the Monterey County Military and Veterans Affairs Advisory Commission as the 2025 Veteran of the Year.

NOW, THEREFORE BE IT RESOLVED, that the County of Monterey Board of Supervisors, on behalf of the County and all residents thereof, honors **Delbert A. "Del" Curtsinger** as a 2025 Monterey County Military and Veterans Affairs Advisory Commission Veteran of the Year.

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

AYES:

NOES:
ABSENT:

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

Dated:

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

By_____
Deputy

County of Monterey

Board Report

Legistar File Number: CR 25-177

Item No.12

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

November 04, 2025

Introduced: 10/8/2025
Version: 1

Current Status: Ceremonial Resolution
Matter Type: Ceremonial Resolution

Adopt a resolution honoring Terry Glasco as a Monterey County Military and Veterans Affairs Advisory Commission's Veteran of the Year for 2025. (Supervisor Lopez)

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

Resolution No.
Adopt a resolution honoring **Terry Glasco** as a Monterey County Military and Veterans Affairs Advisory Commission's Veteran of the Year for 2025.

WHEREAS, each year the County of Monterey and the Monterey County Veterans Services Advisory Commission honor those who have made a significant contribution to their communities, are strong motivators, have demonstrated extraordinary professional competence, and are role models for veterans and the community as a whole; and

WHEREAS, the Monterey County Military and Veterans Services Advisory Commission is honored to recognize **Terry Glasco** as a 2025 *Veteran of the Year;* and

WHEREAS, Terry Glasco served in the United States Army from August 17, 1977, to November 30, 1997, dedicating twenty years to military service and demonstrating honor, courage, and commitment; and

WHEREAS, following her retirement from the Army, **Terry Glasco** continued her service to the community by volunteering at the Major General William H. Gourley VA-DoD Outpatient Clinic, the Disabled American Veterans and the Monterey Bay Aquarium; and

WHEREAS, Terry Glasco serves as a Board Member for the Central Coast Veterans Cemetery Foundation who advocate on behalf of Veterans and their Survivors. The Central Coast Veterans Cemetery Foundation were instrumental in bringing the State Veterans Cemetery to the grounds of former Fort Ord.; and

WHEREAS, Terry Glasco's serves as the Vice President of the Fort Ord Veterans Foundation who use funds to assist Veterans in need and provide college scholarships to high school Junior Reserve Officers' Training Corps students; and

NOW, THEREFORE, BE IT RESOLVED that the County of Monterey Board of Supervisors, on behalf of the County and all residents thereof, honors **Terry Glasco** as a 2025 Monterey County Military and Veterans Affairs Advisory Commission Veteran of the Year and wishes her continued success, peace, and happiness in all her future endeavors.

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

AYES:

NOES:

ABSENT:

I, Valeria 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: Valeria Ralph, Clerk of the Board of Supervisors

County of Monterey, State of California

By _____

Deputy

County of Monterey

Board Report

Legistar File Number: CR 25-184

Item No.13

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

November 04, 2025

Introduced: 10/10/2025
Version: 1

Current Status: Ceremonial Resolution
Matter Type: Ceremonial Resolution

Adopt a resolution honoring Anthony Henderson as a Monterey County Military and Veterans Affairs Advisory Commission's Veteran of the Year for 2025. (Supervisor Lopez)

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

Resolution No.
Adopt a resolution honoring **Anthony Henderson** as a Monterey County Military and Veterans Affairs Advisory Commission's Veteran of the Year for 2025.

WHEREAS, each year the County of Monterey and the Monterey County Veterans Services Advisory Commission honor those who have made a significant contribution to their communities, are strong motivators, have demonstrated extraordinary professional competence, and are role models for veterans and the community as a whole; and

WHEREAS, the Monterey County Military and Veterans Services Advisory Commission is honored to recognize **Anthony Henderson** as a 2025 *Veteran of the Year;* and

WHEREAS, Anthony Henderson served in the United States Army from July 29, 1989, to November 1, 2010, dedicating twenty one years to military service and demonstrating honor, courage, and commitment; and

WHEREAS, following his retirement from the Army, **Anthony Henderson** continued his service to the community by working as an Employment Specialist with Vocational Rehabilitation Specialists, Inc. who assist Veterans obtain employment.; and

WHEREAS, Anthony Henderson cultivated strong collaborations with a wide network of community partners to better serve veterans' diverse needs. His partnerships include Compass Church, The Veteran Transition Center (VTC), Dorothy's Kitchen, and several other nonprofit and faith-based organizations; and

WHEREAS, through volunteering and creating strong collaborations, **Anthony Henderson** has helped organized impactful events such as " Eyeglasses for Veterans ", "Socks for Veterans", and countless hours of serving lunch at Dorothy's Kitchen; and

WHEREAS, his Volunteering and work goes beyond job placement. Mr. Henderson is building a community of support, hope, and opportunity for Veterans who had often felt forgotten or left behind. Whether it's organizing donation drives, coordinating job fairs, or simply offering a listening ear, Mr. Henderson continues to embody what it means to serve others selflessly and with purpose; and

NOW, THEREFORE, BE IT RESOLVED that the County of Monterey Board of Supervisors, on behalf of the County and all residents thereof, honors **Anthony Henderson** as a 2025 Monterey County Military and Veterans Affairs Advisory Commission Veteran of the Year and wishes her continued success, peace, and happiness in all her future endeavors.

PASSED AND ADOPTED on this __ day of ____ 2025, upon motion of Supervisor

_____, seconded by Supervisor _____ by the following vote, to-wit:

AYES:

NOES:

ABSENT:

I, Valeria 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: Valeria Ralph, Clerk of the Board of Supervisors

County of Monterey, State of California

By _____

Deputy

County of Monterey

Board Report

Legistar File Number: CR 25-185

Item No.14

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

November 04, 2025

Introduced: 10/10/2025
Version: 1

Current Status: Ceremonial Resolution
Matter Type: Ceremonial Resolution

Adopt a resolution honoring Lawrence Mosher as a 2025 Veteran of the Year from County of Monterey Supervisorial District 2. (Supervisor Church)

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

Resolution No.:
Adopt a resolution honoring **Lawrence Mosher** as a **2025 Veteran of the Year** from County of Monterey Supervisorial District 2.

WHEREAS, Lawrence Mosher served in the U.S. Army as a Specialist 4, Military Police, from 1967-1969; and

WHEREAS, Mr. Mosher has been a member of Salinas Elks #614 since 2000 and has served in every chair position over the last 25 years. He has served as Committee Chairman for Hoop Shoot, Public Safety Night, and interviews new members. It is also his responsibility to determine who guest speakers will be each year and he eagerly gathers raffle and auction items from local businesses for event; and

WHEREAS, Mr. Mosher is a member of the Prunedale Host Lions Club which meets twice each month to serve vision needs of North Monterey County. Mr. Mosher collects raffle and auction prizes for the annual Prunedale Lions Car Show, and helps other fundraisers such as the Superbowl BBQ and parking cars at Laguna Seca; and

WHEREAS, Mr. Mosher is Chaplain of the Salinas Gideons International Camp, which gives out Bibles to middle school students and at Salinas Valley State Prison; and

WHEREAS, Mr. Mosher is a member of the Steinbeck Rotary which he supports by attending monthly meetings, and collecting raffle and auction prizes to connect businesses with Rotary events; and

WHEREAS, as a proud member of the Monterey Peninsula Corvette Club, Spreckles VFW Commander Mosher started participating in twelve parades per year in Salinas, around the Monterey Peninsula, and as far away as Santa Maria and even Oregon.

NOW, THEREFORE BE IT RESOLVED, that the County of Monterey Board of Supervisors on behalf of all the County and its residents, thereof, hereby recognizes Mr. Lawrence Mosher as a County of Monterey Veteran of the Year, thanking him for his service, past and present.

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

AYES:
NOES:
ABSENT:

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

Dated:

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

By_____
Deputy

County of Monterey

Board Report

Legistar File Number: CR 25-186

Item No.15

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

November 04, 2025

Introduced: 10/10/2025
Version: 1

Current Status: Ceremonial Resolution
Matter Type: Ceremonial Resolution

Adopt a resolution honoring Jill Allen as a 2025 Veteran of the Year from County of Monterey Supervisorial District 2. (Supervisor Church)

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

Resolution No.:
Adopt a resolution honoring **Jill Allen** as a **2025 Veteran of the Year** from County of Monterey Supervisorial District 2.

WHEREAS, Jill Allen served in the U.S. Air Force for 14 years, and in the California Air National Guard for 6 years; and

WHEREAS, while posted at Travis AFB in California, Jill Allen became involved in the Sunshine Breakfast Club, staffed with Air Force volunteers and funded by contributions, to provide inexpensive snacks and breakfasts to staff of a new office building near the flight line; and

WHEREAS, when the Loma Prieta earthquake occurred in 1989, Jill Allen and the Sunshine Breakfast Club responded to reports of especially dire effects in Watsonville, California by conferring with the Salvation Army, gathering essential supplies, particularly for babies, renting a van and setting off from Travis to Watsonville. Subsequently, they made two more trips in larger vehicles and with more supplies; and

WHEREAS, this work with the community of Watsonville earned Jill Allen the USAF Humanitarian Service Medal; and

WHEREAS, Jill Allen eventually relocated to the County of Monterey and joined the Salinas Downtown Community Board where she supported the organization's mission to invigorate the community's cultural history and diversity and to offer housing, economic opportunities and community services; and

WHEREAS, Jill Allen has served in various capacities for the Monterey & San Benito Counties Coalition of Homeless Services Providers to promote regional partnerships and interagency collaboration to build a comprehensive system of housing for our diverse population; and

WHEREAS, Jill Allen serves as the president of Wheel of Hope, a Salinas nonprofit holding company that she has successfully restored to financial health; and

WHEREAS, Jill Allen serves on the Lead Me Home Leadership Council which serves as the Continuum of Care Board for Monterey and San Benito Counties.

NOW, THEREFORE BE IT RESOLVED, that the County of Monterey Board of Supervisors on behalf of all the County and its residents, thereof, hereby recognizes Jill Allen for her dedicated military service in the United States Air Force and the California Air National Guard, and her lifelong commitment to finding lasting solutions for homelessness and its effects in Monterey and San Benito Counties.

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

AYES:
NOES:
ABSENT:

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

Dated:

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

By_____
Deputy

County of Monterey

Board Report

Legistar File Number: CR 25-190

Item No.16

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

November 04, 2025

Introduced: 10/15/2025
Version: 1

Current Status: Ceremonial Resolution
Matter Type: Ceremonial Resolution

Adopt a resolution honoring Michael Forbes 2025 Monterey County Veteran of the Year.
(Supervisor Daniels)

Resolution No:
Resolution honoring Michael Forbes 2025 Monterey County Veteran of the Year

WHEREAS, **Michael Forbes** has exemplified a life of service to his country and community, beginning with his honorable service in the United States Coast Guard from 1971 to 1977, where he was stationed in Galveston and Monterey and operated small boats in support of vital maritime missions; and

WHEREAS, **Michael Forbes** joined the Monterey Peninsula Airport District Fire Department in 1972 serving for three decades and ultimately retiring as Fire Marshal in 2002; and

WHEREAS, Michael Forbes has demonstrated a deep commitment to civic engagement, having held every board position with the Active 20/30 Club of Monterey and serving on the board of the Buddy Program, consistently championing causes that uplift and support others; and

WHEREAS, Michael Forbes assumed leadership as Commander of American Legion Post 41 in 2019 during a time of significant adversity, including financial instability, declining membership, and diminished morale, compounded by the challenges of the COVID-19 pandemic; and

WHEREAS, through his leadership **Michael Forbes** revitalized Post 41 stabilizing its finances, reinvigorating its membership, restoring morale, and strengthening its Auxiliary, transforming the Post into a thriving and welcoming home for veterans and their families; and

WHEREAS, Michael Forbes's enduring commitment to service, leadership, and community has made an impact on Monterey County and serves as an inspiring example of the values and spirit of our nation's veterans.

NOW, THEREFORE, BE IT RESOLVED that the County of Monterey hereby recognizes and honors **Michael Forbes 2025 Veteran of the Year** with deepest gratitude for his lifetime of service and his contributions to the well-being of our community and its veterans.

PASSED AND ADOPTED this ___ day of _____, 2025.

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: CR 25-191

Item No.17

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

November 04, 2025

Introduced: 10/15/2025
Version: 1

Current Status: Ceremonial Resolution
Matter Type: Ceremonial Resolution

Adopt a resolution honoring Julian John Macias as the 2025 Monterey County Veteran of the Year. (Supervisor Daniels)

Resolution No:
Resolution honoring **Julian John Macias** as the **2025 Monterey County Veteran of the Year**.

WHEREAS, **Julian John Macias** has exemplified a lifetime of service to his country and community, beginning with his enlistment in the United States Marine Corps in 1967, where he honorably served during the Vietnam War as an Artillery Weapons Repairman (MOS 2131), including an extended tour of duty; and

WHEREAS, **Julian John Macias** was discharged honorably in 1970 with the rank of Staff Sergeant (E-6), Mr. Macias continued his commitment to public service by dedicating 35 years as a Secondary School Educator and Administrator, where he shaped the lives of countless students and future leaders; and

WHEREAS, **Julian John Macias** has demonstrated civic involvement through decades of philanthropic and volunteer service, including long-standing membership in the Rotary Club since 1980, participation in the Salinas Elks Lodge, service on the Board of Directors for the Central Coast YMCA, and over 40 years of dedication to the California Rodeo Salinas, where he was honored as Volunteer of the Year in 2012; and

WHEREAS, **Julian John Macias** has continued to advocate and work on behalf of his fellow Veterans through active membership and leadership in numerous Veterans organizations, including life memberships in the American Legion, Veterans of Foreign Wars, Vietnam Veterans of America, Disabled American Veterans, and the Marine Corps League Monterey Bay Detachment #711; and

WHEREAS, **Julian John Macias** is a founding member of both the Monterey County Vietnam Veterans (established 2015) and the Monterey County Semper Fi Fraternity (established 2023), and serves as a general member of the Marine Corps Artillery Association (3/11), continually fostering fellowship and support among Veterans; and

WHEREAS, he remains a passionate advocate for patriotism and service, frequently delivering presentations to schools and community organizations to inspire future generations with the values of duty, honor, and country.

NOW, THEREFORE, BE IT RESOLVED, that **Julian John Macias** is hereby recognized and honored as the **2025 Monterey County Veteran of the Year**, in appreciation of his distinguished military service, dedication to his community, and his lifelong commitment to supporting and uplifting fellow Veterans.

PASSED AND ADOPTED this ___ day of _____, 2025.

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: CR 25-193

Item No.18

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

November 04, 2025

Introduced: 10/27/2025
Version: 1

Current Status: Ceremonial Resolution
Matter Type: Ceremonial Resolution

Adopt a resolution honoring Rene Casas for his role as a mentor to the Monterey Bay Central Labor Council on the Salinas Inclusive Economic Development Initiative (SIEDI). (Supervisor Root Askew)

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

Resolution No.:
Adopt a resolution honoring **Rene Casas** for his role as a mentor to the Monterey Bay Central Labor Council on the Salinas Inclusive Economic Development Initiative (SIEDI).

WHEREAS, SIEDI is an important initiative started in 2021 with the support of The James Irvine Foundation and the Community Foundation for Monterey County; and

WHEREAS, SIEDI is funded by a $3.3 million grant from The James Irvine Foundation in partnership with the Community Foundation for Monterey County to support nonprofits and community groups to influence inclusive recovery and economic development efforts, especially those related to the preservation and creation of quality, family-sustaining jobs in Salinas; and

WHEREAS, SIEDI will increase the number of family-sustaining, good jobs in Salinas and strengthen the Community Foundation for Monterey County's capacity to engage in inclusive economic development efforts; and

WHEREAS, SIEDI has been a place where leaders together explore and understand our current economy and discover how it can be redesigned to benefit more of the families they represent; and

WHEREAS, nonprofits selected to participate in SIEDI were each partnered with an individual mentor; and

WHEREAS, through their dedicated coaching and mentorship, SIEDI mentors have strengthened the leadership, strategic capacity, and collaboration of local nonprofits; and

WHEREAS, these mentors have guided participating organizations to develop shared strategies, analyze power structures, and elevate community voices—ensuring that inclusive economic development in Salinas is rooted in lived experience and collective vision; and

WHEREAS, the commitment and compassion of SIEDI mentors have left a lasting impact on the Salinas Valley by nurturing leaders who continue to champion dignity, fairness, and economic opportunity for all;

WHEREAS, Rene Casas was selected to be a SIEDI mentor because of his expertise, lived experience and knowledge; and

WHEREAS, Rene Casas was paired with the Monterey Bay Central Labor Council to serve as their mentor.

NOW, THEREFORE BE IT RESOLVED, that the County of Monterey Board of Supervisors, on behalf of the County and all residents thereof, honor **Rene Casas** for his role as a mentor to the Monterey Bay Central Labor Council on the Salinas Inclusive Economic Development Initiative (SIEDI).

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

AYES:
NOES:
ABSENT:

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

Dated:

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

By_____
Deputy

County of Monterey

Board Report

Legistar File Number: CR 25-194

Item No.19

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

November 04, 2025

Introduced: 10/27/2025
Version: 1

Current Status: Ceremonial Resolution
Matter Type: Ceremonial Resolution

Adopt a resolution honoring Kerry Harvey for her role as a mentor to COPA (Communities Organized for Relational Power in Action) and New Hope Baptist Church on the Salinas Inclusive Economic Development Initiative (SIEDI). (Supervisor Root Askew)

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

Resolution No.:
Adopt a resolution honoring **Kerry Harvey** for her role as a mentor to COPA (Communities Organized for Relational Power in Action) and New Hope Baptist Church on the Salinas Inclusive Economic Development Initiative (SIEDI).

WHEREAS, SIEDI is an important initiative started in 2021 with the support of The James Irvine Foundation and the Community Foundation for Monterey County; and

WHEREAS, SIEDI is funded by a $3.3 million grant from The James Irvine Foundation in partnership with the Community Foundation for Monterey County to support nonprofits and community groups to influence inclusive recovery and economic development efforts, especially those related to the preservation and creation of quality, family-sustaining jobs in Salinas; and

WHEREAS, SIEDI will increase the number of family-sustaining, good jobs in Salinas and strengthen the Community Foundation for Monterey County's capacity to engage in inclusive economic development efforts; and

WHEREAS, SIEDI has been a place where leaders together explore and understand our current economy and discover how it can be redesigned to benefit more of the families they represent; and

WHEREAS, nonprofits selected to participate in SIEDI were each partnered with an individual mentor; and

WHEREAS, through their dedicated efforts, SIEDI mentors have strengthened the leadership, strategic capacity, and collaboration of local nonprofits; and

WHEREAS, these mentors have guided participating organizations to develop shared strategies, analyze power structures, and elevate community voices—ensuring that inclusive economic development in Salinas is rooted in lived experience and collective vision; and

WHEREAS, the commitment and compassion of SIEDI mentors have left a lasting impact on the Salinas Valley by nurturing leaders who continue to champion dignity, fairness, and economic opportunity for all;

WHEREAS, Kerry Harvey was selected to be a SIEDI mentor because of her expertise, lived experience and knowledge; and

WHEREAS, Kerry Harvey was paired with COPA (Communities Organized for Relational Power in Action) and New Hope Baptist Church to serve as their mentor.

NOW, THEREFORE BE IT RESOLVED, that the County of Monterey Board of Supervisors, on behalf of the County and all residents thereof, honor **Kerry Harvey** for her role as a mentor to COPA (Communities Organized for Relational Power in Action) and New Hope Baptist Church on the Salinas Inclusive Economic Development Initiative (SIEDI).

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

AYES:
NOES:
ABSENT:

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

Dated:

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

By_____

Deput

County of Monterey

Board Report

Legistar File Number: CR 25-195

Item No.20

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

November 04, 2025

Introduced: 10/27/2025
Version: 1

Current Status: Ceremonial Resolution
Matter Type: Ceremonial Resolution

Adopt a resolution honoring Kaki Rusmore for her role as a mentor to Center for Community Advocacy (CCA) on the Salinas Inclusive Economic Development Initiative (SIEDI). (Supervisor Root Askew)

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

Resolution No.:
Adopt a resolution honoring **Kaki Rusmore** for her role as a mentor to Center for Community Advocacy (CCA) on the Salinas Inclusive Economic Development Initiative (SIEDI).

WHEREAS, SIEDI is an important initiative started in 2021 with the support of The James Irvine Foundation and the Community Foundation for Monterey County; and

WHEREAS, SIEDI is funded by a $3.3 million grant from The James Irvine Foundation in partnership with the Community Foundation for Monterey County to support nonprofits and community groups to influence inclusive recovery and economic development efforts, especially those related to the preservation and creation of quality, family-sustaining jobs in Salinas; and

WHEREAS, SIEDI will increase the number of family-sustaining, good jobs in Salinas and strengthen the Community Foundation for Monterey County's capacity to engage in inclusive economic development efforts; and

WHEREAS, SIEDI has been a place where leaders together explore and understand our current economy and discover how it can be redesigned to benefit more of the families they represent; and

WHEREAS, nonprofits selected to participate in SIEDI were each partnered with an individual mentor; and

WHEREAS, through their dedicated efforts, SIEDI mentors have strengthened the leadership, strategic capacity, and collaboration of local nonprofits; and

WHEREAS, these mentors have guided participating organizations to develop shared strategies, analyze power structures, and elevate community voices—ensuring that inclusive economic development in Salinas is rooted in lived experience and collective vision; and

WHEREAS, the commitment and compassion of SIEDI mentors have left a lasting impact on the Salinas Valley by nurturing leaders who continue to champion dignity, fairness, and economic opportunity for all;

WHEREAS, Kaki Rusmore was selected to be a SIEDI mentor because of her expertise, lived experience and knowledge; and

WHEREAS, Kaki Rusmore was paired with Center for Community Advocacy (CCA) to serve as their mentor.

NOW, THEREFORE BE IT RESOLVED, that the County of Monterey Board of Supervisors, on behalf of the County and all residents thereof, honor **Kaki Rusmore** for her role as a mentor to Center for Community Advocacy (CCA) on the Salinas Inclusive Economic Development Initiative (SIEDI).

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

AYES:
NOES:
ABSENT:

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

Dated:

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

By_____

Deputy

County of Monterey

Board Report

Legistar File Number: CR 25-196

Item No.21

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

November 04, 2025

Introduced: 10/27/2025
Version: 1

Current Status: Ceremonial Resolution
Matter Type: Ceremonial Resolution

Adopt a resolution honoring Joy Rubey for her role as a mentor to Loaves, Fishes & Computers (LFC) on the Salinas Inclusive Economic Development Initiative (SIEDI). (Supervisor Root Askew)

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

Resolution No.:
Adopt a resolution honoring **Joy Rubey** for her role as a mentor to Loaves, Fishes & Computers (LFC) on the Salinas Inclusive Economic Development Initiative (SIEDI).

WHEREAS, SIEDI is an important initiative started in 2021 with the support of The James Irvine Foundation and the Community Foundation for Monterey County; and

WHEREAS, SIEDI is funded by a $3.3 million grant from The James Irvine Foundation in partnership with the Community Foundation for Monterey County to support nonprofits and community groups to influence inclusive recovery and economic development efforts, especially those related to the preservation and creation of quality, family-sustaining jobs in Salinas; and

WHEREAS, SIEDI will increase the number of family-sustaining, good jobs in Salinas and strengthen the Community Foundation for Monterey County's capacity to engage in inclusive economic development efforts; and

WHEREAS, SIEDI has been a place where leaders together explore and understand our current economy and discover how it can be redesigned to benefit more of the families they represent; and

WHEREAS, nonprofits selected to participate in SIEDI were each partnered with an individual mentor; and

WHEREAS, through their dedicated efforts, SIEDI mentors have strengthened the leadership, strategic capacity, and collaboration of local nonprofits; and

WHEREAS, these mentors have guided participating organizations to develop shared strategies, analyze power structures, and elevate community voices—ensuring that inclusive economic development in Salinas is rooted in lived experience and collective vision; and

WHEREAS, the commitment and compassion of SIEDI mentors have left a lasting impact on the Salinas Valley by nurturing leaders who continue to champion dignity, fairness, and economic opportunity for all;

WHEREAS, Joy Rubey was selected to be a SIEDI mentor because of her expertise, lived experience and knowledge; and

WHEREAS, Joy Rubey was paired with Loaves, Fishes & Computers (LFC) to serve as their mentor.

NOW, THEREFORE BE IT RESOLVED, that the County of Monterey Board of Supervisors, on behalf of the County and all residents thereof, honor **Joy Rubey** for her role as a mentor to Loaves, Fishes & Computers (LFC) on the Salinas Inclusive Economic Development Initiative (SIEDI).

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

AYES:
NOES:
ABSENT:

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

Dated:

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

By_____
Deputy

County of Monterey

Board Report

Legistar File Number: CR 25-197

Item No.22

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

November 04, 2025

Introduced: 10/27/2025
Version: 1

Current Status: Ceremonial Resolution
Matter Type: Ceremonial Resolution

Adopt a resolution honoring Elsa Quezada for her role as a mentor to Hijos del Sol on the Salinas Inclusive Economic Development Initiative (SIEDI). (Supervisor Root Askew)

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

Resolution No.:
Adopt a resolution honoring **Elsa Quezada** for her role as a mentor to Hijos del Sol on the Salinas Inclusive Economic Development Initiative (SIEDI).

WHEREAS, SIEDI is an important initiative started in 2021 with the support of The James Irvine Foundation and the Community Foundation for Monterey County; and

WHEREAS, SIEDI is funded by a $3.3 million grant from The James Irvine Foundation in partnership with the Community Foundation for Monterey County to support nonprofits and community groups to influence inclusive recovery and economic development efforts, especially those related to the preservation and creation of quality, family-sustaining jobs in Salinas; and

WHEREAS, SIEDI will increase the number of family-sustaining, good jobs in Salinas and strengthen the Community Foundation for Monterey County's capacity to engage in inclusive economic development efforts; and

WHEREAS, SIEDI has been a place where leaders together explore and understand our current economy and discover how it can be redesigned to benefit more of the families they represent; and

WHEREAS, nonprofits selected to participate in SIEDI were each partnered with an individual mentor; and

WHEREAS, through their dedicated efforts, SIEDI mentors have strengthened the leadership, strategic capacity, and collaboration of local nonprofits; and

WHEREAS, these mentors have guided participating organizations to develop shared strategies, analyze power structures, and elevate community voices—ensuring that inclusive economic development in Salinas is rooted in lived experience and collective vision; and

WHEREAS, the commitment and compassion of SIEDI mentors have left a lasting impact on the Salinas Valley by nurturing leaders who continue to champion dignity, fairness, and economic opportunity for all;

WHEREAS, Elsa Quezada was selected to be a SIEDI mentor because of her expertise, lived experience and knowledge; and

WHEREAS, Elsa Quezada was paired with Hijos del Sol to serve as their mentor.

NOW, THEREFORE BE IT RESOLVED, that the County of Monterey Board of Supervisors, on behalf of the County and all residents thereof, honor **Elsa Quezada** for her role as a mentor to Hijos del Sol on the Salinas Inclusive Economic Development Initiative (SIEDI).

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

AYES:
NOES:
ABSENT:

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

Dated:

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

By_____
Deputy

County of Monterey

Board Report

Legistar File Number: CR 25-198

Item No.23

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

November 04, 2025

Introduced: 10/27/2025
Version: 1

Current Status: Ceremonial Resolution
Matter Type: Ceremonial Resolution

Adopt a resolution honoring Donna Ferraro for her role as a mentor to Rancho Cielo on the Salinas Inclusive Economic Development Initiative (SIEDI). (Supervisor Root Askew)

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

Resolution No.:
Adopt a resolution honoring **Donna Ferraro** for her role as a mentor to Rancho Cielo on the Salinas Inclusive Economic Development Initiative (SIEDI).

WHEREAS, SIEDI is an important initiative started in 2021 with the support of The James Irvine Foundation and the Community Foundation for Monterey County; and

WHEREAS, SIEDI is funded by a $3.3 million grant from The James Irvine Foundation in partnership with the Community Foundation for Monterey County to support nonprofits and community groups to influence inclusive recovery and economic development efforts, especially those related to the preservation and creation of quality, family-sustaining jobs in Salinas; and

WHEREAS, SIEDI will increase the number of family-sustaining, good jobs in Salinas and strengthen the Community Foundation for Monterey County's capacity to engage in inclusive economic development efforts; and

WHEREAS, SIEDI has been a place where leaders together explore and understand our current economy and discover how it can be redesigned to benefit more of the families they represent; and

WHEREAS, nonprofits selected to participate in SIEDI were each partnered with an individual mentor; and

WHEREAS, through their dedicated efforts, SIEDI mentors have strengthened the leadership, strategic capacity, and collaboration of local nonprofits; and

WHEREAS, these mentors have guided participating organizations to develop shared strategies, analyze power structures, and elevate community voices—ensuring that inclusive economic development in Salinas is rooted in lived experience and collective vision; and

WHEREAS, the commitment and compassion of SIEDI mentors have left a lasting impact on the Salinas Valley by nurturing leaders who continue to champion dignity, fairness, and economic opportunity for all;

WHEREAS, Donna Ferraro was selected to be a SIEDI mentor because of her expertise, lived experience and knowledge; and

WHEREAS, Donna Ferraro was paired Rancho Cielo to serve as their mentor.

NOW, THEREFORE BE IT RESOLVED, that the County of Monterey Board of Supervisors, on behalf of the County and all residents thereof, honor **Donna Ferraro** for her role as a mentor to Rancho Cielo on the Salinas Inclusive Economic Development Initiative (SIEDI).

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

AYES:
NOES:
ABSENT:

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

Dated:

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

By_____

Deput

County of Monterey

Board Report

Legistar File Number: CR 25-199

Item No.24

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

November 04, 2025

Introduced: 10/27/2025
Version: 1

Current Status: Ceremonial Resolution
Matter Type: Ceremonial Resolution

Adopt a resolution honoring David Mancera for his role as a mentor to Agriculture & Land-Based Training Association (ALBA) and DigitalNEST on the Salinas Inclusive Economic Development Initiative (SIEDI). (Supervisor Root Askew)

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

Resolution No.:
Adopt a resolution honoring **David Mancera** for his role as a mentor to Agriculture & Land-Based Training Association (ALBA) and DigitalNEST on the Salinas Inclusive Economic Development Initiative (SIEDI).

WHEREAS, SIEDI is an important initiative started in 2021 with the support of The James Irvine Foundation and the Community Foundation for Monterey County; and

WHEREAS, SIEDI is funded by a $3.3 million grant from The James Irvine Foundation in partnership with the Community Foundation for Monterey County to support nonprofits and community groups to influence inclusive recovery and economic development efforts, especially those related to the preservation and creation of quality, family-sustaining jobs in Salinas; and

WHEREAS, SIEDI will increase the number of family-sustaining, good jobs in Salinas and strengthen the Community Foundation for Monterey County's capacity to engage in inclusive economic development efforts; and

WHEREAS, SIEDI has been a place where leaders together explore and understand our current economy and discover how it can be redesigned to benefit more of the families they represent; and

WHEREAS, nonprofits selected to participate in SIEDI were each partnered with an individual mentor; and

WHEREAS, through their dedicated efforts, SIEDI mentors have strengthened the leadership, strategic capacity, and collaboration of local nonprofits; and

WHEREAS, these mentors have guided participating organizations to develop shared strategies, analyze power structures, and elevate community voices—ensuring that inclusive economic development in Salinas is rooted in lived experience and collective vision; and

WHEREAS, the commitment and compassion of SIEDI mentors have left a lasting impact on the Salinas Valley by nurturing leaders who continue to champion dignity, fairness, and economic opportunity for all;

WHEREAS, David Mancera was selected to be a SIEDI mentor because of his expertise, lived experience and knowledge; and

WHEREAS, David Mancera was paired with Agriculture & Land-Based Training Association (ALBA) and DigitalNEST to serve as their mentor.

NOW, THEREFORE BE IT RESOLVED, that the County of Monterey Board of Supervisors, on behalf of the County and all residents thereof, honor **David Mancera** for his role as a mentor to Agriculture & Land-Based Training Association (ALBA) and DigitalNEST on the Salinas Inclusive Economic Development Initiative (SIEDI).

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

AYES:
NOES:
ABSENT:

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

Dated:

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

By_____
Deputy

County of Monterey

Board Report

Legistar File Number: CR 25-200

Item No.25

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

November 04, 2025

Introduced: 10/27/2025
Version: 1

Current Status: Ceremonial Resolution
Matter Type: Ceremonial Resolution

Adopt a resolution honoring Barbara Meister for her role as a mentor to Mujeres en Acción and Building Healthy Communities Monterey County on the Salinas Inclusive Economic Development Initiative (SIEDI). (Supervisor Root Askew)

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

Resolution No.:
Adopt a resolution honoring **Barbara Meister** for her role as a mentor to Mujeres en Acción and Building Healthy Communities Monterey County on the Salinas Inclusive Economic Development Initiative (SIEDI).

WHEREAS, SIEDI is an important initiative started in 2021 with the support of The James Irvine Foundation and the Community Foundation for Monterey County; and

WHEREAS, SIEDI is funded by a $3.3 million grant from The James Irvine Foundation in partnership with the Community Foundation for Monterey County to support nonprofits and community groups to influence inclusive recovery and economic development efforts, especially those related to the preservation and creation of quality, family-sustaining jobs in Salinas; and

WHEREAS, SIEDI will increase the number of family-sustaining, good jobs in Salinas and strengthen the Community Foundation for Monterey County's capacity to engage in inclusive economic development efforts; and

WHEREAS, SIEDI has been a place where leaders together explore and understand our current economy and discover how it can be redesigned to benefit more of the families they represent; and

WHEREAS, nonprofits selected to participate in SIEDI were each partnered with an individual mentor; and

WHEREAS, through their dedicated efforts, SIEDI mentors have strengthened the leadership, strategic capacity, and collaboration of local nonprofits; and

WHEREAS, these mentors have guided participating organizations to develop shared strategies, analyze power structures, and elevate community voices—ensuring that inclusive economic development in Salinas is rooted in lived experience and collective vision; and

WHEREAS, the commitment and compassion of SIEDI mentors have left a lasting impact on the Salinas Valley by nurturing leaders who continue to champion dignity, fairness, and economic opportunity for all;

WHEREAS, Barbara Meister was selected to be a SIEDI mentor because of her expertise, lived experience and knowledge; and

WHEREAS, Barbara Meister was paired with Mujeres en Acción and Building Healthy Communities Monterey County to serve as their mentor.

NOW, THEREFORE BE IT RESOLVED, that the County of Monterey Board of Supervisors, on behalf of the County and all residents thereof, honor **Barbara Meister** for her role as a mentor to Mujeres en Acción and Building Healthy Communities Monterey County on the Salinas Inclusive Economic Development Initiative (SIEDI).

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

AYES:
NOES:
ABSENT:

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

Dated:

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

By_____
Deputy

County of Monterey

Board Report

Legistar File Number: CR 25-201

Item No.26

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

November 04, 2025

Introduced: 10/27/2025
Version: 1

Current Status: Ceremonial Resolution
Matter Type: Ceremonial Resolution

Adopt a resolution honoring Allison Guevara for her role as a mentor to Centro Binacional para el Desarrollo Indígena Oaxaqueño (CBDIO) on the Salinas Inclusive Economic Development Initiative (SIEDI). (Supervisory Root Askew)

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

Resolution No.:
Adopt a resolution honoring **Allison Guevara** for her role as a mentor to Centro Binacional para el Desarrollo Indígena Oaxaqueño (CBDIO) on the Salinas Inclusive Economic Development Initiative (SIEDI).

WHEREAS, SIEDI is an important initiative started in 2021 with the support of The James Irvine Foundation and the Community Foundation for Monterey County; and

WHEREAS, SIEDI is funded by a $3.3 million grant from The James Irvine Foundation in partnership with the Community Foundation for Monterey County to support nonprofits and community groups to influence inclusive recovery and economic development efforts, especially those related to the preservation and creation of quality, family-sustaining jobs in Salinas; and

WHEREAS, SIEDI will increase the number of family-sustaining, good jobs in Salinas and strengthen the Community Foundation for Monterey County's capacity to engage in inclusive economic development efforts; and

WHEREAS, SIEDI has been a place where leaders together explore and understand our current economy and discover how it can be redesigned to benefit more of the families they represent; and

WHEREAS, nonprofits selected to participate in SIEDI were each partnered with an individual mentor; and

WHEREAS, through their dedicated efforts, SIEDI mentors have strengthened the leadership, strategic capacity, and collaboration of local nonprofits; and

WHEREAS, these mentors have guided participating organizations to develop shared strategies, analyze power structures, and elevate community voices—ensuring that inclusive economic development in Salinas is rooted in lived experience and collective vision; and

WHEREAS, the commitment and compassion of SIEDI mentors have left a lasting impact on the Salinas Valley by nurturing leaders who continue to champion dignity, fairness, and economic opportunity for all;

WHEREAS, Allison Guevara was selected to be a SIEDI mentor because of her expertise, lived experience and knowledge; and

WHEREAS, Allison Guevara was paired with Centro Binacional para el Desarrollo Indígena Oaxaqueño (CBDIO) to serve as their mentor.

NOW, THEREFORE BE IT RESOLVED, that the County of Monterey Board of Supervisors, on behalf of the County and all residents thereof, honor **Allison Guevara** for her role as a mentor to Centro Binacional para el Desarrollo Indígena Oaxaqueño (CBDIO) on the Salinas Inclusive Economic Development Initiative (SIEDI).

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

AYES:
NOES:
ABSENT:

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

Dated:

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

By_____
Deputy

Introduced: 10/24/2025
Version: 1

Current Status: Scheduled AM
Matter Type: General Agenda Item

a. Consider adoption of an ordinance repealing Chapter 3.14 of the Monterey County Code regarding hiring preference for veterans;
b. Consider approving the Hiring Preference for Veterans and Eligible Military Spouses Policy (P-190); and,
c. Consider approving the amended Military Leave Policy (P-220).

RECOMMENDATION:
It is recommended that the Board of Supervisors:

a. Consider adoption of an ordinance repealing Chapter 3.14 of the Monterey County Code regarding hiring preference for veterans;
b. Consider approving the Hiring Preference for Veterans and Eligible Military Spouses Policy (P-190); and,
c. Consider approving the amended Military Leave Policy (P-220).

SUMMARY:

The Human Resources Department collaborated with the Military and Veterans Affairs Office to develop enhancements to the current Hiring Preference for Veterans and Military Leave Policy programs. These enhancements strengthen the County of Monterey's ("County") commitment of those who serve, supports their families, and strengthens our community's proud tradition of respecting and valuing military service. These recommendations align with the Human Resources Department's broader objective of positioning the County as an employer of choice.

DISCUSSION:

Hiring Preference for Veterans

On October 21, 2025, the Board of Supervisors introduced and waived the first reading of the draft ordinance to repeal Chapter 3.14 of the Monterey County Code ("MCC") regarding hiring preference for veterans. In addition, the Board directed the Human Resources Department to return with a standalone policy to strengthen the County's commitment to the military community.

On October 9, 1990, the Board of Supervisors adopted Ordinance No. 3495, codified in Chapter 3.14 of the MCC, establishing a hiring preference for veterans in County employment. Subsequently, on September 10, 1991, Ordinance No. 3565 was adopted to amend Chapter 3.14 to implement modifications ensuring the hiring preference functioned as originally intended during the recruitment and selection process. Although this framework created a formal mechanism to support veterans,

maintaining it as an ordinance has limited the County's ability to make timely adjustments in response to evolving workforce needs, legal requirements, and best practices.

In collaboration with the Military and Veterans Affairs Office ("MVAO"), the Human Resources Department ("HRD") recommends repealing Chapter 3.14 and replacing it with a standalone policy governing the hiring preference for veterans and eligible military spouses. This Policy would be housed in the Board Policy Manual, and administrative procedures and guidelines will be established by HRD in coordination with MVAO. Establishing this policy will provide greater administrative flexibility, enabling updates and refinements without the need for formal legislative action. This approach ensures the County can continue to effectively support veterans and eligible military spouses while adapting to emerging employment trends and regulatory considerations.

Importantly, the proposed change does not eliminate or diminish the veteran hiring preference. Instead, it strengthens the County's commitment by facilitating the efficient and effective implementation of enhancements.

Recommended enhancements of the administrative procedures and guidelines of the Hiring Preference for Veterans and Eligible Military Spouses policy include:

- Reduce disability rating from 20% to zero to qualify for veterans' preference points.
- Expand allocation of veterans' preference points to:
  - Spouse of totally disabled veteran;
  - Spouse of veteran who has died as a direct result of qualifying service; and
  - Spouse of active-duty service member.
- Remove restriction of:
  - Only applying for 5-years after separation from service to no time-limit since honorable discharge or separation from service; and
  - Service retirement veterans who receive service retirement compensation not being eligible.
- Broaden the positions eligible for Veteran's preference points to include <u>all County positions</u>, except for Executive Management Unit Y At-will positions.

The proposed ordinance is attached to this report as Attachment A. The recommended Hiring Preference for Veterans and Eligible Military Spouses Policy (P-190) is included as Attachment B.

<u>Military Leave Policy</u>

On October 23, 2001, the County proudly introduced its first Military Leave Policy, then titled *Noble Eagle*, as a demonstration of our commitment to employees serving our nation in the armed forces. Originally renewed annually through the budget process, the policy was further strengthened in 2009 when it was converted into a formal Board Policy, ensuring its permanence and stability without the need for yearly renewal. In 2018, the policy was once again updated to provide clearer definitions and greater transparency regarding the amount of prior military service required to qualify for benefits.

At its core, the County's Military Leave Policy is designed to ensure fair, consistent, and supportive treatment of all employees serving as military reservists and National Guard members, particularly

with respect to pay, benefits, and job protections. This policy reflects the County's deep respect for those who balance civilian service with the extraordinary responsibilities of military duty.

The current policy distinguishes between "Active Military Service" and "Inactive Military Service."

- *Active Military Service* refers to full-time service in any branch of the United States Armed Forces-including annual training periods of two weeks or more for reservists and National Guard members. This duty may be compensated under existing provisions.
- *Inactive Military Service*-such as weekend drills, annual muster training, voluntary unit maintenance activities, or other required inactive training-is currently designated as unpaid by the County. However, employees may use accrued leave balances to cover this time.

While this framework has historically aligned with California Government Code section 395.01(b) and ensured operational consistency, evolving best practices in public employment highlight an opportunity to do more. Recognizing the essential role of reservists and Guard members, and the value they bring to both our community and our nation, the County is moving toward a more equitable and supportive approach.

Accordingly, the HRD, in close partnership with the MVAO, recommends expanding the policy to authorize County pay for employees performing Inactive Military Service as well. This provision would be subject to the approval of both the Appointing Authority and the Military and Veterans Affairs Officer to ensure proper oversight and fairness.

This amendment represents more than a policy change - it is a reaffirmation of the County's enduring commitment to our military employees. By ensuring fair and consistent compensation practices across all forms of service, the County honors the dedication of those who serve, supports their families, and strengthens our community's proud tradition of respecting and valuing military service. The amended Military Leave Policy (P-220) is included as Attachments C and D.

OTHER AGENCY INVOLVEMENT:
The HRD collaborated with the MVAO to develop and present these recommendations. The Military & Veterans Affairs Advisory Commission, BOS Human Resources Committee and County Administrative Office strongly support these recommendations. The Office of County Counsel has reviewed the ordinance as to form. In addition, the labor groups have been provided notice of the recommendations.

FINANCING:
There are no costs associated with approving the recommended Hiring Preference for Veterans and Eligible Military Spouses Policy. Based on the number of current County employees in inactive military status the costs associated for base wage compensation for inactive military service could range between $5-10 thousand annually and will be borne by the respective departments.

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: Kim Moore, Assistant Director of Human Resources, x5353
Approved by: Andreas Pyper, Director of Human Resources, x5043

Attachments:
Attachment A - Presentation
Attachment B - Draft ordinance
Attachment C - Draft Hiring Preference for Veterans and Eligible Military Spouses Policy (P-190)
Attachment D - Draft Military Leave Policy (P-220) (Redline)
Attachment E - Draft Military Leave Policy (P-220) (Clean)

Introduced: 10/24/2025 **Current Status:** Agenda Ready

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

a. Consider adoption of an ordinance repealing Chapter 3.14 of the Monterey County Code regarding hiring preference for veterans;
b. Consider approving the Hiring Preference for Veterans and Eligible Military Spouses Policy (P-190); and,
c. Consider approving the amended Military Leave Policy (P-220).

RECOMMENDATION:

It is recommended that the Board of Supervisors:

a. Consider adoption of an ordinance repealing Chapter 3.14 of the Monterey County Code regarding hiring preference for veterans;
b. Consider approving the Hiring Preference for Veterans and Eligible Military Spouses Policy (P-190); and,
c. Consider approving the amended Military Leave Policy (P-220).

SUMMARY:

The Human Resources Department collaborated with the Military and Veterans Affairs Office to develop enhancements to the current Hiring Preference for Veterans and Military Leave Policy programs. These enhancements strengthen the County of Monterey's ("County") commitment of those who serve, supports their families, and strengthens our community's proud tradition of respecting and valuing military service. These recommendations align with the Human Resources Department's broader objective of positioning the County as an employer of choice.

DISCUSSION:

Hiring Preference for Veterans

On October 21, 2025, the Board of Supervisors introduced and waived the first reading of the draft ordinance to repeal Chapter 3.14 of the Monterey County Code ("MCC") regarding hiring preference for veterans. In addition, the Board directed the Human Resources Department to return with a standalone policy to strengthen the County's commitment to the military community.

On October 9, 1990, the Board of Supervisors adopted Ordinance No. 3495, codified in Chapter 3.14 of the MCC, establishing a hiring preference for veterans in County employment. Subsequently, on September 10, 1991, Ordinance No. 3565 was adopted to amend Chapter 3.14 to implement modifications ensuring the hiring preference functioned as originally intended during the recruitment and selection process. Although this framework created a formal mechanism to support veterans,

maintaining it as an ordinance has limited the County's ability to make timely adjustments in response to evolving workforce needs, legal requirements, and best practices.

In collaboration with the Military and Veterans Affairs Office ("MVAO"), the Human Resources Department ("HRD") recommends repealing Chapter 3.14 and replacing it with a standalone policy governing the hiring preference for veterans and eligible military spouses. This Policy would be housed in the Board Policy Manual, and administrative procedures and guidelines will be established by HRD in coordination with MVAO. Establishing this policy will provide greater administrative flexibility, enabling updates and refinements without the need for formal legislative action. This approach ensures the County can continue to effectively support veterans and eligible military spouses while adapting to emerging employment trends and regulatory considerations.

Importantly, the proposed change does not eliminate or diminish the veteran hiring preference. Instead, it strengthens the County's commitment by facilitating the efficient and effective implementation of enhancements.

Recommended enhancements of the administrative procedures and guidelines of the Hiring Preference for Veterans and Eligible Military Spouses policy include:

- Reduce disability rating from 20% to zero to qualify for veterans' preference points.
- Expand allocation of veterans' preference points to:
  - Spouse of totally disabled veteran;
  - Spouse of veteran who has died as a direct result of qualifying service; and
  - Spouse of active-duty service member.
- Remove restriction of:
  - Only applying for 5-years after separation from service to no time-limit since honorable discharge or separation from service; and
  - Service retirement veterans who receive service retirement compensation not being eligible.
- Broaden the positions eligible for Veteran's preference points to include <u>all County positions</u>, except for Executive Management Unit Y At-will positions.

The proposed ordinance is attached to this report as Attachment A. The recommended Hiring Preference for Veterans and Eligible Military Spouses Policy (P-190) is included as Attachment B.

<u>Military Leave Policy</u>

On October 23, 2001, the County proudly introduced its first Military Leave Policy, then titled *Noble Eagle*, as a demonstration of our commitment to employees serving our nation in the armed forces. Originally renewed annually through the budget process, the policy was further strengthened in 2009 when it was converted into a formal Board Policy, ensuring its permanence and stability without the need for yearly renewal. In 2018, the policy was once again updated to provide clearer definitions and greater transparency regarding the amount of prior military service required to qualify for benefits.

At its core, the County's Military Leave Policy is designed to ensure fair, consistent, and supportive treatment of all employees serving as military reservists and National Guard members, particularly

with respect to pay, benefits, and job protections. This policy reflects the County's deep respect for those who balance civilian service with the extraordinary responsibilities of military duty.

The current policy distinguishes between "Active Military Service" and "Inactive Military Service."

- *Active Military Service* refers to full-time service in any branch of the United States Armed Forces-including annual training periods of two weeks or more for reservists and National Guard members. This duty may be compensated under existing provisions.
- *Inactive Military Service*-such as weekend drills, annual muster training, voluntary unit maintenance activities, or other required inactive training-is currently designated as unpaid by the County. However, employees may use accrued leave balances to cover this time.

While this framework has historically aligned with California Government Code section 395.01(b) and ensured operational consistency, evolving best practices in public employment highlight an opportunity to do more. Recognizing the essential role of reservists and Guard members, and the value they bring to both our community and our nation, the County is moving toward a more equitable and supportive approach.

Accordingly, the HRD, in close partnership with the MVAO, recommends expanding the policy to authorize County pay for employees performing Inactive Military Service as well. This provision would be subject to the approval of both the Appointing Authority and the Military and Veterans Affairs Officer to ensure proper oversight and fairness.

This amendment represents more than a policy change - it is a reaffirmation of the County's enduring commitment to our military employees. By ensuring fair and consistent compensation practices across all forms of service, the County honors the dedication of those who serve, supports their families, and strengthens our community's proud tradition of respecting and valuing military service. The amended Military Leave Policy (P-220) is included as Attachments C and D.

OTHER AGENCY INVOLVEMENT:
The HRD collaborated with the MVAO to develop and present these recommendations. The Military & Veterans Affairs Advisory Commission, BOS Human Resources Committee and County Administrative Office strongly support these recommendations. The Office of County Counsel has reviewed the ordinance as to form. In addition, the labor groups have been provided notice of the recommendations.

FINANCING:
There are no costs associated with approving the recommended Hiring Preference for Veterans and Eligible Military Spouses Policy. Based on the number of current County employees in inactive military status the costs associated for base wage compensation for inactive military service could range between $5-10 thousand annually and will be borne by the respective departments.

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: Kim Moore, Assistant Director of Human Resources, x5353
Approved by: Andreas Pyper, Director of Human Resources, x5043

Attachments:
Attachment A - Presentation
Attachment B - Draft ordinance
Attachment C - Draft Hiring Preference for Veterans and Eligible Military Spouses Policy (P-190)
Attachment D - Draft Military Leave Policy (P-220) (Redline)
Attachment E - Draft Military Leave Policy (P-220) (Clean)

Hiring Preference for Veterans and Military Leave Policy

Board of Supervisors - November 4, 2025

Hiring Preference for Veterans and Military Leave Policy

The Human Resources Department collaborated with the Military and Veterans Affairs Office ("MVAO") to develop enhancements to the current Hiring Preference for Veterans and Military Leave Policy programs.

These enhancements strengthen the County of Monterey's ("County") commitment of those who serve, supports their families, and strengthens our community's proud tradition of respecting and valuing military service.

These recommendations align with the Human Resources Department's broader objective of positioning the County as an employer of choice.

Hiring Preference for Veterans and Eligible Spouses

Background

- On October 21, 2025, the Board of Supervisors introduced and waived the first reading of the draft ordinance to repeal Chapter 3.14 of the Monterey County Code (“MCC”) regarding hiring preference for veterans as the current Ordinance had a very narrow applicability to a very limited number of veterans and excluded veteran spouses.

- In collaboration, the Military and Veterans Affairs Office (“MVAO”), Military & Veterans Affairs Advisory Commission (MVAAC), and the Human Resources Department (“HRD”) recommends repealing Chapter 3.14 and replacing it with a standalone policy governing the hiring preference for veterans and eligible military spouses.

Hiring Preference for Veterans and Eligible Spouses

Background continued

- Establishing this policy will provide greater administrative flexibility, enabling updates and refinements without the need for formal legislative action. This approach ensures the County can continue to effectively support veterans and eligible military spouses while adapting to emerging employment trends and regulatory considerations.

- Importantly, the proposed change does not eliminate or diminish the veteran hiring preference. Instead, it strengthens the County's commitment by facilitating the efficient and effective implementation of enhancements.

Hiring Preference for Veterans and Eligible Spouses

Highlighted Recommended Enhancements

- ✓ Reduce disability rating from 20% to zero to qualify for veterans' preference points.
- ✓ Expand allocation of veterans' preference points to:
  - Spouse of totally disabled veteran;
  - Spouse of veteran who has died as a direct result of qualifying service; and
  - Spouse of active-duty service member.
- ✓ Remove restriction of:
  - Only applying for 5-years after separation from service to no time-limit since honorable discharge or separation from service; and
  - Service retirement veterans who receive service retirement compensation not being eligible.
- ✓ Broaden the positions eligible for Veteran's preference points to include all County positions, except for Executive Management Unit Y At-will positions.

Military Leave Policy

Background

- October 23, 2001, the County proudly introduced its first Military Leave Policy, then titled Noble Eagle, as a demonstration of our commitment to employees serving our nation in the armed forces.
- The current policy distinguishes between “Active Military Service” and “Inactive Military Service.”
  - **Active Military Service** refers to full-time service in any branch of the United States Armed Forces—including annual training periods of two weeks or more for reservists and National Guard members. This duty may be compensated under existing provisions.
  - **Inactive Military Service**—such as weekend drills, annual muster training, voluntary unit maintenance activities, or other required inactive training—is currently designated as unpaid by the County. However, employees may use accrued leave balances to cover this time.

Military Leave Policy

Recommended Enhancement

- Accordingly, the HRD, in close partnership with the MVAO and the MVAAC, recommends expanding the policy to authorize County pay for employees performing Inactive Military Service as well.
- This provision would be subject to the approval of both the Appointing Authority and the Military and Veterans Affairs Officer to ensure proper oversight and fairness.
- This amendment represents more than a policy change - it is a reaffirmation of the County's enduring commitment to our military employees and their family members.

- The **Military & Veterans Affairs Office (MVAO)**, the **Military & Veterans Affairs Advisory Commission (MVAAC)** strongly supports this enhancement.

Thank You

ORDINANCE NO. _____

AN ORDINANCE OF THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, REPEALING CHAPTER 3.14 OF THE MONTEREY COUNTY CODE REGARDING HIRING PREFERENCE FOR VETERANS

County Counsel Summary

This ordinance repeals Chapter 3.14 of the Monterey County Code, which establishes a hiring preference for veterans in County of Monterey ("County") employment. The repeal is intended to facilitate the reestablishment of the veterans' hiring preference as a standalone Board of Supervisor policy ("Policy"), thereby enhancing administrative flexibility for future amendments to the Policy in response to evolving best practices, legal considerations, and workforce needs. The Policy will be housed in the Monterey County Board Policy Manual. This transition does not eliminate or diminish the County's commitment to veterans' employment opportunities but instead ensures that necessary adjustments can be made to the Policy without the formal legislative process required for amending the County Code. This change is consistent with the County's strategic goals, aligning policies with contemporary administrative practices while maintaining a robust commitment to veterans' employment opportunities.

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

SECTION 1. FINDINGS AND DECLARATIONS.

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

B. On October 9, 1990, the Board of Supervisors adopted Ordinance Number 3495, codified in Chapter 3.14 of the Monterey County Code ("MCC"), to establish a hiring preference for veterans in County of Monterey ("County") employment.

C. Subsequently, on September 10, 1991, Ordinance Number 3565 was adopted and amendments were made to Chapter 3.14 of the MCC. The intent of the Ordinance was to make necessary changes to the hiring preference for veterans.

D. The Board of Supervisors recognizes the significant contributions of veterans and remains committed to ensuring their fair and equitable access to County employment opportunities.

E. To enhance administrative flexibility and facilitate future modifications, the Board of Supervisors finds it necessary to repeal Chapter 3.14 of the MCC and reestablish the veterans' hiring preference as a standalone policy.

F. Transitioning the veterans' hiring preference to a policy-based framework will enable the County to efficiently update and refine its approach in response to evolving legal considerations, workforce needs, and best practices without requiring formal legislative amendments.

G. The Board of Supervisors finds that repealing Chapter 3.14 and transitioning the veterans' hiring preference to a standalone policy is in the best interest of the County and its veteran community, ensuring long-term support and adaptability in employment practices.

SECTION 2. Chapter 3.14 of the Monterey County Code is hereby repealed.

SECTION 3. 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 and every 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 in order to preserve the maximum permissible effect of each subsection herein.

SECTION 4. EFFECTIVE DATE.

This Ordinance shall take effect on the thirtieth day following its adoption.

PASSED AND ADOPTED this ____ day of _____ 2025, by the following vote:

AYES:
NOES:
ABSENT:

_____
Christopher M. Lopez
Chair, Monterey County Board of Supervisors

A T T E S T:

VALERIE RALPH
Clerk of the Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM

Kelly L. Donlon

Kelly L. Donlon
Chief Assistant County Counsel

County of Monterey
Board Policy Manual

Policy Name	Policy Number	Page
Hiring Preference for Veterans and Eligible Military Spouses	P-190	1 of 3
Policy Category Personnel		

I. Purpose

The purpose of this policy is to establish a framework to support the transition of veterans and eligible military spouses into the civilian workforce while enhancing the County of Monterey's ("County") recruitment efforts with highly skilled and experienced candidates.

This policy replaces the previous provisions under Chapter 3.14 of the Monterey County Code, ensuring a streamlined and independent approach to veteran and eligible military spouses hiring preferences.

II. Background

On October 9, 1990, the Board of Supervisors adopted Ordinance Number 3495, codified in Chapter 3.14 of the Monterey County Code ("MCC"), to establish a hiring preference for veterans in County employment. Subsequently, on September 10, 1991, Ordinance Number 3565 was adopted and amended Chapter 3.14 to make necessary changes in the Hiring Preference for Veterans. While this structure provided a formalized approach to supporting veterans, its status as an ordinance constrained the County's ability to make timely adjustments in response to evolving workforce needs, legal considerations, and best practices.

On November 4, 2025, following the recommendation of the Human Resources Department and Military and Veterans Affairs Office, the Board of Supervisors repealed Chapter 3.14 and replaced it with this policy.

This transition does not diminish or eliminate the veteran hiring preference; rather, it reinforces the County's commitment to veterans and their families by facilitating any necessary future refinements without requiring a formal legislative process. Such a change enables the County

to effectively and proactively address emerging employment trends and regulatory requirements.

III. Policy

The County is committed to honoring the dedication of those who serve, supports their families, and strengthens our community's proud tradition of respecting and valuing military service.

The County shall implement a hiring preference for veterans and eligible spouses in accordance with the following principles:

1. **Eligibility**
    - Hiring preferences apply to veterans who have served in the United States Armed Forces and were discharged or released under conditions other than dishonorable.
    - Certain military spouses may also qualify.
    - Specific eligibility criteria, including required documentation, will be outlined in the corresponding administrative procedure.
2. **Hiring Preference**
    - Qualified veterans and eligible military spouses shall receive a preference in the County hiring process.
    - The preference will be applied in a manner that provides a meaningful advantage in the selection process while ensuring all candidates meet the necessary qualifications for the position.
3. **Implementation and Oversight**
    - The Human Resources Department, in collaboration with the Military and Veterans Affairs Office, shall develop administrative procedures to ensure consistent application of this policy.
    - These procedures will establish verification requirements, define the application of the hiring preference, and provide guidance for compliance and oversight.

This policy reflects the County's commitment to supporting veterans and eligible military spouses ensuring they have equitable access to employment opportunities within the County workforce while maintaining a fair and merit-based hiring process.

IV. Review Date

a. This Policy will be reviewed for continuance by November 4, 2030.

V. Board Action

a. Legistar File No. RES 25-XXXX, November 4, 2025.

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County of Monterey
Board Policy Manual

Policy Name	Policy Number	Page
Military Leave Policy	P-220	1 of 4
Policy Category Personnel		

I. Purpose and Background

The County of Monterey~~,~~ has developed this Military Leave Policy to promote consistent treatment of all military reservists and National Guard members. This policy serves as a guide for County employees, as well as Human Resources Department and Auditor-Controller's Office staff, outlining the procedures and provisions related to military leave. It specifically addresses matters concerning pay and benefits during both active and inactive military service.~~in an effort to ensure that all military reservists/National Guard members are treated consistently, has prepared this Military Leave Policy. The policy provides County employees, Human Resources and payroll staff with guidelines on military leave, particularly regarding pay and benefits in connection with active and inactive military leave.~~

The County ~~of Monterey~~ complies with the Uniform Services Employment and Reemployment Rights Act of 1994 (USERRA) and applicable California Military and Veterans Code pertaining to military leave. As the laws change, or as interpretations of the laws change, military leave benefits for County ~~of Monterey~~ employees may change accordingly. Nothing in this policy shall be construed as exhaustive of all potential situations, conditions, or circumstances that may occur in relation to an employee's call or order to active military service. Situations not expressly addressed herein shall be resolved in accordance with applicable law, regulation, and organizational practice. ~~No attempt is made in this policy to cover all possible situations and circumstances that may arise when an employee is ordered to active military service.~~

Administration of the Military Leave Policy shall be in accordance with the Active Duty Military Leave Administrative Procedures established by the Military and Veterans Affairs Officer and/or ~~Human Resources~~ Director of Human Resources.

II. Definitions

a) "Active Military Service" means full-time active duty within a branch of the United States Armed Forces (Army, Navy, Marine Corps, Air Force, Space Force, Coast Guard, or National Guard). Active duty shall include annual training of 2 weeks or more for

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reservists/National Guard members.

b) "Inactive Military Service" means weekend drills, Annual Muster Duty training, voluntary maintenance activities of the military unit, or other ordered inactive duty training.

~~a)~~c) "Calendar days" means that all days are calculated on the calendar, including weekends and holidays.

~~b)~~d) "County base pay" means the hourly rate of pay on the County's published salary schedule at time of leave.

~~c)~~e) "Basic military pay" is the standard amount of compensation for service members based of each individual pay grade and time in service. This is compensation before additional allowances. The employee's basic military pay will be confirmed or verified from the Defense Finance and Accounting Service (DFAS) website at http://www.dfas.mil/ by the County Military & Veterans Affairs Office (MVAO).

~~d)~~f) For purposes of this policy, "Employee Benefits" means medical, dental and vision insurance.

~~e)~~g) "Fiscal year" means the Monterey County fiscal year, which ends June 30th and begins July 1st.

III. Policy

Military Activation

Military service for reservists/National Guard members may be considered "inactive" or "active" service depending on the nature of the duty. Under federal and state law paid military leave is provided only for active military service. However, this policy permits paid military leave for inactive military service when authorized by both the Appointing Authority, as defined in the Personnel Policies and Practices Resolution, and the Military & Veterans Affairs Officer. ~~Paid military leave benefits under both federal and state law are available only for active military service.~~

~~"Active Military Service" means full-time active duty within a branch of the United States armed forces (Army, Navy, Marine Corps, Air Force, Coast Guard, or National Guard).~~

Any public employee who is ordered to active military service is entitled to receive his or her salary or compensation (base pay) as a public employee for the first 30 calendar days of any such absence (pursuant to section 395.01 of the Government Code).

~~"Inactive Military Service" means weekend drills, Annual Muster Duty training, voluntary maintenance activities of the military unit or other ordered inactive duty training. This leave is unpaid by the County, but the employee may use their accruals to cover the time off (pursuant to section 395.01(b) of the Government Code). Active duty shall include annual training of 2 weeks or more for reservists/National Guard members.~~

Any public employee who is ordered to inactive military service is eligible to receive their salary

or compensation (base pay) as a public employee subject to the approval of the Appointing Authority and Military and Veterans Affairs Officer. Pay for inactive military service shall not exceed 30 days in any one fiscal year. Travel time for Inactive Military Service is not authorized under this policy.

~~"Active Military Service" means full-time active duty within a branch of the United States armed forces (Army, Navy, Marine Corps, Air Force, Coast Guard, or National Guard).~~

~~Any public employee who is ordered to active military service is entitled to receive his or her salary or compensation as a public employee for the first 30 calendar days of any such absence (pursuant to section 395.01 of the Government Code).~~

Active Military Leave Full Pay for up to the First 30 Calendar Days (per fiscal year)
Any employee who is on temporary leave of absence for military leave ordered for purposes of active military training, deployment, encampment, naval cruises, special exercises, or like activity, providing that the period of ordered duty does not exceed 180 calendar days, including travel time going to and returning from duty *and* who has a combined military and county employment of at least one year immediately prior to the day the military leave is to begin, is entitled to receive his or her County salary or compensation as a public employee for up to the first 30 calendar days in addition to any and all military pay received during any such absence.
Note: Full County pay for these purposes may not exceed 30 days in any one fiscal year.
Note: Employees with less than 12 months (1 year) combined military and county service are not eligible for the Full Pay for the first 30-day benefit.

All military service of the employee, in recognized military service (as defined in Section 18540.3 of the Government Code), shall be counted toward the one-year County service requirement.

Active Military Leave (Day 31 up to 12 months) *Salary Augmentation*:
The salary augmentation for active military leave provides the difference between an employee's regular County Base Pay and their Basic Military Pay. In combination with their Basic Military Pay, an employee will be entitled to a County paid salary augmentation to equal their County Base Pay, for the duration of their Active Military Leave. For employees with 12 months or more combined military and county service this begins on the 31st day of Active Military Leave and 1st day of Active Military Leave for employees with less than 12 months combined military and county service. Salary Augmentation can range from 30 days up to 12 months per fiscal year. If the Basic Military Pay exceeds the County Base Pay at the onset of Active Military Leave, there is no salary augmentation.

Salary Augmentation with 1 year or more Combined Military and County Service:

Employee shall receive augmentation up to 12 months per fiscal year

Salary Augmentation with "Less than" 1 year Combined Military / County Service:

Salary Augmentation for employees with less than 1 year combined military / county service will be provided for active military leave (active duty orders) on a sliding scale based on combined military / county service. Augmentation will start on the first day of Active Military Leave.

- Combined service 9 months to less than 1 year; authorized 90 days of Salary Augmentation
- Combined service 6 months to less than 9 months; authorized 60 days of Salary Augmentation
- Combined service less than 6 months; authorized 30 days of Salary Augmentation

Accruals:
Employees will continue to accrue the following: Annual Leave, Vacation, Paid Time Off and Sick Leave, as applicable, as well as County days of service credit, for the duration of the military leave, as if they had not been on military leave. Accruals may be adjusted upon return to work, in accordance with other laws.

Benefits:
Health plan coverage for service members continues through the 31st day of Active Military Leave for up to 12 months.

Retirement:
Under Public Employees Retirement System (PERS) rules, salary augmentation paid while on Active Military Duty Leave is not considered reportable compensation. Therefore, contributions (employee and employer) to PERS will discontinue and PERS service credit will stop accruing for any employee while on salary augmentation. However, immediately upon return from leave, the employee may apply directly to PERS to have the service credit posted to their account.

Seniority:
The employee has the same rights to seniority and shall be restored to their former or equivalent position and status upon returning from active military leave, as if they had not been on leave. If the employee left on active military leave while on a probationary period, they will be required to complete the probationary period upon return to their employment.

Inactive Military Leave Pay
Any employee who is on temporary leave of absence for inactive military leave ordered for weekend drills, Annual Muster Duty training, voluntary maintenance activities of the military unit or other ordered inactive duty training is eligible to receive their salary or compensation as a public employee subject to the approval of the Appointing Authority and Military and Veterans Affairs Officer. Travel time for Inactive Military Service is not authorized under this policy. Pay for inactive military service shall not exceed 30 days in any one fiscal year.

IV. Procedure

The Human Resources Department, in collaboration with the Military and Veterans Affairs Office, shall develop administrative procedures to ensure consistent application of this policy.~~See separate Administrative Guideline.~~

V. Review Date

a. This policy will be reviewed for continuance by ~~July 23, 2023~~ November 4, 2030.

VI. Board Action

a. Legistar File No. ~~18-743, July 23, 2018~~ 25-793, November 4, 2025

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County of Monterey
Board Policy Manual

Policy Name	Policy Number	Page
Military Leave Policy	P-220	1 of 4
Policy Category Personnel		

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I. Purpose and Background

The County of Monterey has developed this Military Leave Policy to promote consistent treatment of all military reservists and National Guard members. This policy serves as a guide for County employees, as well as Human Resources Department and Auditor-Controller's Office staff, outlining the procedures and provisions related to military leave. It specifically addresses matters concerning pay and benefits during both active and inactive military service.

The County complies with the Uniform Services Employment and Reemployment Rights Act of 1994 (USERRA) and applicable California Military and Veterans Code pertaining to military leave. As the laws change, or as interpretations of the laws change, military leave benefits for County employees may change accordingly. Nothing in this policy shall be construed as exhaustive of all potential situations, conditions, or circumstances that may occur in relation to an employee's call or order to active military service. Situations not expressly addressed herein shall be resolved in accordance with applicable law, regulation, and organizational practice.

Administration of the Military Leave Policy shall be in accordance with the Active Duty Military Leave Administrative Procedures established by the Military and Veterans Affairs Officer and/or Director of Human Resources.

II. Definitions

a) "Active Military Service" means full-time active duty within a branch of the United States Armed Forces (Army, Navy, Marine Corps, Air Force, Space Force, Coast Guard, or National Guard). Active duty shall include annual training of 2 weeks or more for reservists/National Guard members.

b) "Inactive Military Service" means weekend drills, Annual Muster Duty training, voluntary maintenance activities of the military unit, or other ordered inactive duty training.

c) “Calendar days” means that all days are calculated on the calendar, including weekends and holidays.

d) “County base pay” means the hourly rate of pay on the County’s published salary schedule at time of leave.

e) “Basic military pay” is the standard amount of compensation for service members based of each individual pay grade and time in service. This is compensation before additional allowances. The employee’s basic military pay will be confirmed or verified from the Defense Finance and Accounting Service (DFAS) website at http://www.dfas.mil/ by the County Military & Veterans Affairs Office (MVAO).

f) For purposes of this policy, “Employee Benefits” means medical, dental and vision insurance.

g) “Fiscal year” means the Monterey County fiscal year, which ends June 30th and begins July 1st.

III. Policy

Military Activation

Military service for reservists/National Guard members may be considered “inactive” or “active” service depending on the nature of the duty. Under federal and state law paid military leave is provided only for active military service. However, this policy permits paid military leave for inactive military service when authorized by both the Appointing Authority, as defined in the Personnel Policies and Practices Resolution, and the Military & Veterans Affairs Officer.

Any public employee who is ordered to active military service is entitled to receive his or her salary or compensation (base pay) as a public employee for the first 30 calendar days of any such absence (pursuant to section 395.01 of the Government Code).

Any public employee who is ordered to inactive military service is eligible to receive their salary or compensation (base pay) as a public employee subject to the approval of the Appointing Authority and Military and Veterans Affairs Officer. Pay for inactive military service shall not exceed 30 days in any one fiscal year. Travel time for Inactive Military Service is not authorized under this policy.

Active Military Leave Full Pay for up to the First 30 Calendar Days (per fiscal year)

Any employee who is on temporary leave of absence for military leave ordered for purposes of active military training, deployment, encampment, naval cruises, special exercises, or like activity, providing that the period of ordered duty does not exceed 180 calendar days, including travel time going to and returning from duty *and* who has a combined military and county employment of at least one year immediately prior to the day the military leave is to begin, is entitled to receive his or her County salary or compensation as a public employee for up to the first 30 calendar days in addition to any and all military pay received during any such absence.

Note: Full County pay for these purposes may not exceed 30 days in any one fiscal year.
Note: Employees with less than 12 months (1 year) combined military and county service are not eligible for the Full Pay for the first 30-day benefit.

All military service of the employee, in recognized military service (as defined in Section 18540.3 of the Government Code), shall be counted toward the one-year County service requirement.

Active Military Leave (Day 31 up to 12 months)

Salary Augmentation:

The salary augmentation for active military leave provides the difference between an employee's regular County Base Pay and their Basic Military Pay. In combination with their Basic Military Pay, an employee will be entitled to a County paid salary augmentation to equal their County Base Pay, for the duration of their Active Military Leave. For employees with 12 months or more combined military and county service this begins on the 31st day of Active Military Leave and 1st day of Active Military Leave for employees with less than 12 months combined military and county service. Salary Augmentation can range from 30 days up to 12 months per fiscal year. If the Basic Military Pay exceeds the County Base Pay at the onset of Active Military Leave, there is no salary augmentation.

Salary Augmentation with 1 year or more Combined Military and County Service:

Employee shall receive augmentation up to 12 months per fiscal year

Salary Augmentation with "Less than" 1 year Combined Military / County Service:

Salary Augmentation for employees with less than 1 year combined military / county service will be provided for active military leave (active duty orders) on a sliding scale based on combined military / county service. Augmentation will start on the first day of Active Military Leave.

- Combined service 9 months to less than 1 year; authorized 90 days of Salary Augmentation
- Combined service 6 months to less than 9 months; authorized 60 days of Salary Augmentation
- Combined service less than 6 months; authorized 30 days of Salary Augmentation

Accruals:

Employees will continue to accrue the following: Annual Leave, Vacation, Paid Time Off and Sick Leave, as applicable, as well as County days of service credit, for the duration of the military leave, as if they had not been on military leave. Accruals may be adjusted upon return to work, in accordance with other laws.

Benefits:

Health plan coverage for service members continues through the 31st day of Active Military Leave for up to 12 months.

Retirement:

Under Public Employees Retirement System (PERS) rules, salary augmentation paid while on Active Military Duty Leave is not considered reportable compensation. Therefore, contributions (employee and employer) to PERS will discontinue and PERS service credit will stop accruing for any employee while on salary augmentation. However, immediately upon return from leave, the employee may apply directly to PERS to have the service credit posted to their account.

Seniority:

The employee has the same rights to seniority and shall be restored to their former or equivalent position and status upon returning from active military leave, as if they had not been on leave. If the employee left on active military leave while on a probationary period, they will be required to complete the probationary period upon return to their employment.

Inactive Military Leave Pay

Any employee who is on temporary leave of absence for inactive military leave ordered for weekend drills, Annual Muster Duty training, voluntary maintenance activities of the military unit, or other ordered inactive duty training is eligible to receive their salary or compensation as a public employee, subject to the approval of the Appointing Authority and Military and Veterans Affairs Officer. Travel time for Inactive Military Service is not authorized under this policy. Pay for inactive military service shall not exceed 30 days in any one fiscal year.

IV. Procedure

The Human Resources Department, in collaboration with the Military and Veterans Affairs Office, shall develop administrative procedures to ensure consistent application of this policy.

V. Review Date

a. This policy will be reviewed for continuance by November 4, 2030.

VI. Board Action

a. Legistar File No. 25-793, November 4, 2025.

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County of Monterey

Board Report

Legistar File Number: APP 25-162

Item No.28

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

November 04, 2025

Introduced: 10/22/2025
Version: 1

Current Status: Appointment
Matter Type: Appointment

Reappoint Francine Goodwin to Housing Authority of the County of Monterey as a Tenant Commissioner with a term expiration date on November 4, 2027. (Nominated by Housing Authority of the County of Monterey)

COUNTY OF MONTEREY

CLERK OF THE BOARD OF SUPERVISORS

To: Clerk of the Board's Office

From: Gabriela Rivero, Clerk of the Board of the Housing Authority of the County of Monterey

RE: Notification to Clerk of Appointment

Board of Supervisors' Meeting Date: To be set by County Clerk

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Appointment to the: Board of the Housing Authority of the County of Monterey

Nominated by: Zulieka Boykin, Executive Director

Representing: Tenant Commissioner

Nominated Appointee:

Name: Francine Goodwin

Address: [redacted]

Telephone number(s): [redacted]
Primary Phone:

Email: [redacted]

Contact preference: ☐ USPS Mail or via Email ☑

Reason for Nomination:

☐ New Appointment

☑ **Reappointment**: Reappointment of Tenant Commissioner Francine Goodwin, who has continued to serve since her prior term expired on January 9, 2024, under the Housing Authority's bylaws allowing members to hold office until successors are appointed. Commissioner Goodwin also serves on the Board of Directors for the Housing Development Corporation (HDC) and continues to represent the interests of Monterey County residents through advocacy, engagement, and leadership in affordable housing initiatives.

☐ Filling an Unscheduled/Unexpired Term

Replacing Member:

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

Clerk noticed of Unscheduled/Unexpired Term on:

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

Term:

Start Date: November 4, 2025 Expiration Date: November 4, 2027

Commissioner Francine Goodwin Bio

Francine Goodwin serves as a Tenant Commissioner for the Housing Authority of the County of Monterey and as a member of the Board of Directors for the Housing Development Corporation (HDC). She has been an active resident advocate with a deep commitment to ensuring that affordable housing programs meet the needs of local families. Drawing from her lived experience as a resident, Ms. Goodwin provides valuable insight into program accessibility, tenant engagement, and community development. She is dedicated to supporting transparency, fairness, and accountability in housing policies that improve quality of life for all Monterey County residents.

County of Monterey

Board Report

Legistar File Number: APP 25-163

Item No.29

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

November 04, 2025

Introduced: 10/22/2025
Version: 1

Current Status: Appointment
Matter Type: Appointment

Reappoint Aimee Cuda to the Area Agency on Aging Advisory Council as an At-Large Member with a term ending on January 1, 2029. (Nominated By Area Agency on Aging Advisory Council)

COUNTY OF MONTEREY

CLERK OF THE BOARD OF SUPERVISORS

To: Clerk of the Board's Office

From: Area Agency on Aging Advisory Council

RE: Notification to Clerk of Appointment

Board of Supervisors' Meeting Date: 11/4/2025

Appointment to the

Nominated by Area Agency on Aging Advisory Council

Representing At Large

Nominated Appointee:

Name: Aimee Cuda

Address: [redacted]

Telephone number(s):
Primary Phone: [redacted]

Email: [redacted]

Contact preference: ☐ USPS Mail or via Email ☒

Reason for Nomination:

☐ New Appointment

Replacing Member:

☒ Reappointment

☐ Filling an Unscheduled/Unexpired Term

Replacing Member:

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

Clerk noticed of Unscheduled/Unexpired Term on:

Earliest Board of Supervisors' meeting date appointment can be set is: 11/4/2025

Term:

Start Date: January 1, 2026 Expiration Date: **January 1, 2029**

Aimee Fuller-Cuda

[redacted]

EXPERIENCE

CHIEF ADMINISTRATIVE OFFICER — Central Coast Senior Services, Inc.

Monterey, *July 2021 - Present*

Central Coast Senior Services, Inc. was founded in 1996 when the long-term care non-medical provider sector consisted of board and care homes, convalescent hospitals, and skilled nursing facilities (SNF).

The non-medical sector of LTC aging services has been and continues to be largely unregulated and as such non-medical services as a group of services are not covered by typical third-party payors. Most non-medical services are funded from the client's personal assets.

Central Coast Senior Services, Inc. continues to develop innovative services and programs to provide impact for the older adult and their families, build a competent and motivated work force to meet their needs and assist clients/families navigate the issues that are a part of the last chapter of life: family dynamics, medical care options, housing options, estate/financial and end of life care.

Highlights of Duties:

- Working with the CEO provide the leadership, management, and vision necessary for innovation and to ensure that the agency has the proper operational controls, administrative and reporting procedures, and people systems in place to effectively grow the organization and to ensure financial strength and operating efficiency.
- Provide Home Care Managers (HCM), HCM Extenders and Staffers with support and supervision to ensure high quality service is being provided and client/family needs are being met.
- Supervise and direct Home Care Managers, Human Resources Director, Assisted Living Administrator, Executive Secretary/Staffing Manager, Staff Trainer, and more than 25 personal and assisted living attendants towards furthering the agency's mission.
- Monitor the communication and workflow of other CCSS employees, client, family, and others to ensure consistent delivery of quality post-acute and chronic care services.
- Ensure the client's Assisted Living Care Plan and Care Plan Summary address the holistic needs of the client/family and reflect the support the client currently needs.
- Ensure the direct care staff have the training and support appropriate to their individual needs to improve skill set and professionalism.

- Provide for the safety needs of clients, staff and public by utilizing the Home Care Managers and Staff Trainer to solve environmental and/or client care safety problems.
- Provide information and education materials regarding agency services to physicians, acute and sub-acute care facilities, and the general public.
- Participate in the development of agency programs and staff education by contributing to the Education Center's organizing, developing, and presenting of educational programs.

DIRECTOR OF ADMINISTRATIVE SERVICES — Central Coast Senior Services
Monterey, US, *June 2019 - July 2021*

- With the Director of Client Services provided leadership, management, and vision necessary to ensure that the company has the proper operational controls, administrative and reporting procedures, and people systems in place to effectively grow the organization and to ensure financial strength and operating efficiency.
- Responsible for the development of Central Coast Senior Services Inc.'s marketing and communications strategies.
- Contributed to the success of agency's organizational strategic planning process.
- Developed and oversaw implementation of a proactive marketing strategy and ensured accountability for results that met or exceeded agency's marketing objectives including brand identity and its integration and alignment throughout the organization.
- Created an effective communications plan for CCSS, directly managing communications activities that promote, enhance, and protect the organization's brand reputation.
- Managed agency's varied and integrated communications products and services including newsletters and other print publications; web, e-news, and other online communications; media and public relations.

COMMUNITY RELATIONS MANAGER — Central Coast Senior Services
Monterey, US, *July 2017 - June 2019*

- Acted as a liaison between the agency and outside organizations, family members, and referral sources to increase hours of service.
- Provided information and education regarding agency services to physicians, acute and sub-acute care facilities and the general public.
- Participated in the development of agency programs and staff education.
- Ensured the marketing budget remained on target.
- Kept abreast of marketing efforts of the competition.

EXECUTIVE DIRECTOR — Independent Transportation Network Monterey County
Monterey, *July* 2015 – *January* 2018

Independent Transportation Network (ITN) Monterey County is a non-profit agency formed in Monterey County in 2012 whose mission is to deliver any ride for any purpose to seniors and visually impaired adults. Rides are provided as requested 24-hours a day, 365 days a year. The model is arm-through-arm and door-through-door making it unique from other ride delivery services in that drivers are physically assisting the clients from inside one location to inside of the next location making certain that the rider is exactly where they are supposed to be. This makes this service safe for seniors with cognitive and physical impairments, but also allows for ride delivery in unique circumstances such as surgery center rides for clients who need someone to walk in and pick them up and ensure them safely inside to their home. The service includes a low-income component making it possible for low-income seniors to access needed services.

Highlights of Duties:

- Efficiently manage the resources of the corporation to maintain a sustainable balance of revenue from fares, rides from volunteers, and fundraising dollars to cover expenditures by ensuring that long- and short-term fundraising program development and goals are established and met, including the Annual Appeal, grant writing, planned giving, and any other campaigns or outreach efforts.
- Carry out all policies set by the Board of Directors pertaining to the ITN Monterey County operations, including human resources policies, employee training, and compliance with all relevant state and federal workplace policies.
- Serve as liaison to ITN America (National Organization that provides oversight and structure for all ITN Affiliates across the United States) for the agency ensuring affiliate fees, shared software, branding, marketing, policies, and procedures are in alignment to the mission of ITN Monterey County.
- Advocate the needs of senior citizens within the community through participation of the Mobility Advisory Committee and maintaining relationships with key agencies such as Area Agency on Aging and Alliance on Aging
- Recruit volunteers on an on-going basis through public speaking, public service announcements or other similar forms of community outreach. Recruit, hire and manage all office staff and drivers as necessary to cover operations 24/7 including dispatching, customer service, and daily bookkeeping.
- Supervise the dispatch office to assure that all customer requests for rides are covered without limitation, all aspects of the transportation service run smoothly, the data in ITNRides (ITNAmerica's proprietary scheduling database) is accurately maintained, and all fleet vehicles are registered and properly maintained.

DEVELOPMENT DIRECTOR — Voices for Children - CASA of Monterey County
Salinas, *May 2014 – July 2015*

Voices for Children – CASA of Monterey County is a non-profit formed in 1994 that trains and supports volunteers who advocate for abused or neglected children placed in foster care, upholding children's rights while pursuing a safe and permanent home.

Highlights of Duties:

- Oversaw all fundraising efforts which included: conducting research to acquire new grant sources; writing all proposals and outcome evaluations in compliance with grant procedures; direct mail fundraising; fundraising event planning, oversight, and execution; major gift procurement and donor cultivation; and planned giving solicitation and management.
- Gave direction to the Board of Directors and Development Committee regarding fundraising efforts. Provided an update on fundraising efforts at every Board meeting.
- Developed and oversaw public relations and communications, sent press releases, applied for media grants, assisted with newsletter and website redesigns, created ads, and developed materials that are fresh and relevant to the community with an eye toward philanthropy.

DIRECTOR OF DEVELOPMENT — The Carmel Foundation
Carmel, *June 2009 – August 2013*

The Carmel Foundation is a non-profit founded in 1950 to establish a place for those in the community over the age of 55 who wished to age in place. The Carmel Foundation is a membership organization with over 2,500 members with a vision to facilitate successful aging by providing a broad spectrum of interactive activities and services for the ever-changing physical, social, emotional, and cognitive needs of its members. Services include over 50 classes and activities weekly, on-site and homebound meal programs, technology center, medical equipment loans, low-income housing, and support groups.

- Oversaw all fundraising efforts which included: conducting research to acquire new grant sources; writing all proposals and outcome evaluations in compliance with grant procedures; direct mail fundraising; meeting membership financial goals; fundraising event planning, oversight, and execution; capital campaign oversight for low-income housing; major gift procurement and donor cultivation; planned giving solicitation and management; and short- and long-term strategic planning.
- Worked with the Board of Directors, Development Committee, and management staff to develop and implement the Strategic Plan. Gave direction to the Board of Directors and Development Committee regarding fundraising efforts and recommended strategies in developing their 'Elevator Speech'. Provided an update on fundraising efforts at every Board meeting.
- Developed and oversaw public relations and communications by creating a media plan, implementing the use of social media, writing the development newsletter, sending press releases, applying for media grants, developing the annual report into a fundraising tool, assisting with

newsletter and website redesigns, creating ads, and developing materials that are fresh and relevant to the community with an eye toward philanthropy.

EDUCATION

- **MASTER OF ARTS, AGING SERVICES MANAGEMENT,** *Expected Dec 2025*
- **BACHELOR OF SCIENCE, HUMAN SERVICES/MANAGEMENT** *Dec 2014*
  - University of Phoenix
- **COMPLETED COURSEWORK FOR SOCIAL WELFARE**
  - University of California, Davis
- **COMPLETED COURSEWORK FOR EARLY CHILDHOOD EDUCATION**
  - Monterey Peninsula College

HIGH SCHOOL DIPLOMA *Jun 1989*

- Lakenheath American High School, RAF Lakenheath, England, United Kingdom

COMMUNITY SERVICE

- Board Chair — ITN Monterey County June 2020 – Present
- Vice Chair — Area Agency on Aging Council June 2017 – Present
- Volunteer — Warming Shelter January 2005 – Present
- Committee Chair/Member — Walk to End Alzheimer's March 2019 - December 2023
- Council Member — Mobility Advisory Committee June 2019 - June 2020

RECOGNITION

- Women Who Care Honoree, Meals on Wheels of the Monterey Peninsula
- Special Recognition for Service, ITN Monterey County
- Certificate of Recognition, California State Assembly
- Letter of Appreciation, House of Representatives Congressman Jimmy Panetta
- Certificate of Recognition, Mayor and City Council for City of Monterey
- Special Congressional Recognition, House of Representatives Congressman Sam Farr
- Certificate of Recognition, 17th Senate District Senator William Monning
- Certificate of Recognition, Monterey County Fifth District Supervisor Dave Potter

County of Monterey

Board Report

Legistar File Number: APP 25-164

Item No.30

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

November 04, 2025

Introduced: 10/22/2025
Version: 1

Current Status: Appointment
Matter Type: Appointment

Reappoint Bobbie Blakeney to the Area Agency on Aging Advisory Council as an At Large Member with a term ending on January 1, 2029. (Nominated by Area Agency on Aging Advisory Council)

COUNTY OF MONTEREY

CLERK OF THE BOARD OF SUPERVISORS

To: Clerk of the Board's Office

From: Area Agency on Aging Advisory Council

RE: Notification to Clerk of Appointment

Board of Supervisors' Meeting Date: 11/4/2025

Appointment to the

Nominated by Area Agency on Aging Advisory Council

Representing At Large

Nominated Appointee:

Name: Bobbie Blakeney

Address: [redacted]

Telephone number(s):
Primary Phone: [redacted]

Email: [redacted]

Contact preference: ☐ USPS Mail or via Email ☒

Reason for Nomination:

☐ New Appointment

Replacing Member:

☒ Reappointment

☐ Filling an Unscheduled/Unexpired Term

Replacing Member:

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

Clerk noticed of Unscheduled/Unexpired Term on:

Earliest Board of Supervisors' meeting date appointment can be set is: 11/4/2025

Term:

Start Date: January 1, 2026 Expiration Date: **January 1, 2029**

BOBBIE ERNESTINE BLAKENEY

Summary

Computer technology support person for over 200 PCs in both computer lab and classroom environments. Responsibilities included the operation and maintenance of computer peripherals, instructional equipment to include whiteboards and projectors and the deployment of operating systems and software applications on those PCs using Linux and Windows active directory. Strengths include assisting faculty, students and others integrate technology into an instructional curriculum. I was employed by a visionary educational institution that played a key role in the development and remodeling of its current educational objectives. This educational institution continues bridge technological bridges for the advancement of all.

Education

California Polytechnic State University, San Luis Obispo, CA
Bachelor of Science, Dietetics, 1974
Data Entry Operator Certificate, Colorado Springs, CO, 1976
Computer Operator Certificate, Electronic Data Systems, Salinas, CA, 1985
Hartnell Community College, Salinas, CA, Various Classes, 1987
Imperial Valley College, Imperial, CA, Various Classes, 1992 - 3
Bakersfield College, Bakersfield, CA, Various Classes, 1994 - 5
Bakersfield State University, Bakersfield, CA, Various Classes 1995
Monterey Peninsula College, Monterey, CA, Various Classes, 1996 - 2004
Golden Gate University - Monterey Bay Campus, Marina, CA,
Master's in Business Administration / Computer Information Systems 1999 - 2004, 2018

Employment Places

Monterey Peninsula College, Monterey, CA, Instructional Technology Specialist, 1999 - 2005
Electronic Data Systems, Rancho Cordova, CA, Data Management Analyst, 1989 - 92
Electronic Data Systems, Salinas, CA, Computer Operator/ Data Management Analyst, 1985 - 89
Electronic Data Systems, Monterey, CA
Data Management Supervisor & Call Center Supervisor, 1981 - 85
U S Department of Labor Bureau, San Francisco, CA, Keypunch Operator, 1979, 1980 - 81
Department of the Air Force, Boeing Services, Izmir, Turkey, Billets Exchange Clerk, 1978 - 80
Department of the Air Force, Boeing Services, Izmir, Turkey, Substitute Teacher, 1979 - 81
CTB McGraw - Hill, Monterey, CA, Data Entry Operator, 1977 - 79
Department of the Army, Corps of Engineers, Clerk Typist, Livorno, Italy, 1975 - 76
Scherer Catalog Company, Keypunch Operator, Colorado Springs, CO, 1976
Infant Care Center, Teacher, Seaside, CA, 1975
Associated Students, Inc., University Union, Receptionist, California Polytechnic State University, San Luis Obispo, CA, 1971 - 74
Vista Grande Restaurant, Waitress, California Polytechnic State University, San Luis Obispo, CA, 1972 - 74
Paso Robles School for Boys, Student Counselor, Paso Robles, CA, 1971 - 73
Department of the Army, MISO, Keypunch Operator, Fort Ord, CA, 1969, 1970

Work Experiences
Prepared desktop computers for instructional use by installing licensed operating systems to include Microsoft Windows, RedHat Linux and instructional software applications.
Test systems to ensure functionality in both the technical and networked environments.
Managed Microsoft Active Directory Organizational Unit to include group policies and logon scripts.
Troubleshoot and maintained software and hardware as needed.
Collaborated with campus Information Systems Staff and other Instructional Technology Specialists in the selection of certain technologies that would lead to various hardware and software changes.
Participated in roundtable discussions regarding networking, security strategies, computer set-up and desktop design.
Managed the Computer Science Information Systems budget.
Drafted several proposals which contributed to proportional divisional objective planning for future goals.
Created, setup and implemented eligibility criteria for active, retired and reserved military personnel for all branches of service for the DEERS Department of Defense Contract via Electronic Data Systems now known as TRICARE and TRICARE for LIFE. Worked closely with programmers to setup input screens and formats.

Computer / Technical Skills
Introduction to the following Programming Languages: JCL, C++, Visual Basic
Operating Systems: Windows 98 - Windows 12, Windows XP, Linux
Software Applications: Office 97 - 2016, MS Publisher, Adobe Photoshop
Hardware Systems: Compaq / HP, Dell, Lenovo, PCPeople, Micron, Acer, ASUS
Peripherals: Printers, Scanners, Data Projectors and Interactive White Boards

Volunteerism - Community Outreach
CO-Chair, Seaside High School Reunion Committee, 1995 - present
Co-Founder & Board of Director, Seaside High School Alumni Assoc., 1996 - present
Member, Cal- Poly State University, San Luis Obispo, CA Alumni Assoc., 2006 - present
Member, SeaMont Memorial Auxiliary to the Veterans of Foreign Wars Post #8679, Seaside, CA
President, Past District 12 Auxiliary to the Veterans of Foreign Wars, Dept of CA
Member - American Legion Auxiliary Unit #591, Seaside, CA
Member - Loyal Order of Moose #876, Del Rey Oaks, CA
Registered Health Insurance Counseling and Advocate Program Counselor
California Department of Aging, Alliance of Aging of Monterey County, Salinas, CA - 2013 -18, 2019 - present
Chairperson / Associate Member of the Portola/ King Reunion Committee - 2011 - 2013
Monterey Bay Reggae Festival Hospitality Volunteer Coordinator - 2011 - 2013
Panetta Institute Monterey County Reads Volunteer - 2009 - 2013
Member of Monterey County's Community Voice for Aging - 2013 - 2018
Member of Monterey County's Board of Health Clinics - 2013 - 2018
Member of Monterey County's Area Agency on Aging, Salinas, CA, 2014 - 18, 2019 - present
California Polytechnic State University - Alumni Assoc Monterey Bay Chapter - 2013 - present

Extracurricular Activities
Basic Guitar, Crochet, Dancing, Embroidery, Gourmet Cooking, Piano, Sewing and Swimming

County of Monterey

Board Report

Legistar File Number: APP 25-166

Item No.31

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

November 04, 2025

Introduced: 10/22/2025
Version: 1

Current Status: Appointment
Matter Type: Appointment

Appoint Aimee Greenebaum to the Fish & Game Advisory Commission representing District 4 with a term end date of February 1, 2028. (District Specific - District 4, Supervisor Root-Askew)

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

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

To: Clerk of the Board's Office

From: Eric Mora

RE: Notification to Clerk of Appointment

Board of Supervisors Meeting Date: 11/04/2025

Appointment to the Fish & Game Advisory Commission

Nominated Appointee: Aimee Greenebaum

Nominated by: Supervisor Wendy Root Askew (District 4)

Representing: District 4

Reason for Nomination:

- (•) New Term
  Replacing Member: n/a
- ( ) Reappointment
- ( ) Filling an Unscheduled / Unexpired Term

Term:

Start Date: 11/04/2025 Term End Date: 02/01/2028

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

Fish & Game Advisory Commission Application

Aimee Greenebaum

District: 4
Initialed Application: Yes

Applicant

First Name: **Aimee**
Middle Initial:
Last Name: **Greenebaum**

Employment

Occupation: **manage bird department**
Job Title: **Curator of Aviculture**
Employer: **Monterey Bay Aquarium**

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 the curator of aviculture at the Monterey Bay Aquarium for over 22 years. I am looking to get more involved in our local community/conservation.

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

Well, I am a big fan of our local supervisor and feel this committee fits into my passion of helping conservation.

How did you hear about the position?:

facebook

Please identify any specialized accommodations needed for equal participation:

attending meetings with a zoom option would be helpful but not required- this would just help with scheduling around work

County of Monterey

Board Report

Legistar File Number: APP 25-167

Item No.32

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

November 04, 2025

Introduced: 10/24/2025
Version: 1

Current Status: Appointment
Matter Type: Appointment

Reappoint Fred Ledesma to the Fish & Game Advisory Commission representing District 1 as an Alternate Member with a term end date of February 1, 2028 (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: 11/04/2025

Appointment to the Fish & Game Advisory Commission

Nominated Appointee: Fred Ledesma

Nominated by: District 1, Supervisor Alejo

Representing: District 1, Alternate

Reason for Nomination:

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

Term:

Start Date: 11/04/2025 Term End Date: 02/01/2028

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

Fish & Game Advisory Commission Application

Fred Ledesma

District: 1
Initialed Application: Yes

Applicant

First Name: **Fred**
Middle Initial:
Last Name: **Ledesma**

Employment

Occupation: **Insurance Broker, Real Estate Agent, Property Manager**
Job Title: **President**
Employer: **Ledesco Inc**

Interests and Experiences

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

Yes

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

Yes

Fish and Game

Has served on an advisory group before?

Yes

Served on Air Board, Monterey County Water Resources, Mayor Association,

Please tell us about yourself and why you want serve:

I am a life long resident of Monterey County. I attended Grammar School, Higj School and Community College here in Monterey County. I have a wonderful wife(Gloria), 3 children and 8 Grandchildren. I was Mayor and City Councilman for over 20 years in Soledad and would still like to be active in a lesser capacity. I am a life long fisherman, and still fish 75-100 days a year, and for that reason would love to continue to serve on the Fish and Game Commission to help give insight on the resources for the fish aging and hunting communities.

Please state the reason you would like to be a member of this board

committee/commission/district:

Would like to continue to give input on the state of the lakes, rivers and the Monterey Bay here in Monterey County

How did you hear about the position?:

From Supervisors Alejo and Lopez

County of Monterey

Board Report

Legistar File Number: OBM 25-164

Item No.33

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

November 04, 2025

Introduced: 9/2/2025
Version: 1

Current Status: Agenda Ready
Matter Type: Other Board Matters

See Supplemental Sheet

County of Monterey

Board Report

Legistar File Number: OBM 25-165

Item No.34

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

November 04, 2025

Introduced: 9/2/2025
Version: 1

Current Status: Agenda Ready
Matter Type: Other Board Matters

General Public Comments

Introduced: 10/10/2025 **Current Status:** Scheduled PM

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

a. Conduct a public hearing to obtain residents' views and respond to proposals and questions received during the preceding 30-day public comment period regarding the Amended Community Development Block Grant and HOME Investment Partnership Act 2025-2029 Consolidated Plan and Annual Action Plan for Fiscal Year 2025-26;
b. Receive and adopt the Amended 2025-2029 Consolidated Plan which includes the Fiscal Year Annual Action Plan and funding recommendations for HOME Investment Partnership Program funds of $500,000;
c. Authorize and direct the Auditor-Controller to amend the Fiscal Year 2025-26 Adopted Budget for the Housing and Community Development, Community Development Reuse, Fund 013, Unit 8545, Appropriation Unit HCD004 to increase revenues and appropriations by $403,480; and
d. Authorize the Director of Housing and Community Development or their designee to submit the Amended 2025-2029 Consolidated Plan to the United States Department of Housing and Urban Development and execute documents required by the United States Department of Housing and Urban Development to implement the Amended 2025-2029 Consolidated Plan;

RECOMMENDATION:

It is recommended that the Board of Supervisors:
a. Conduct a public hearing to obtain residents' views and respond to proposals and questions received during the preceding 30-day public comment period regarding the Amended Community Development Block Grant and HOME Investment Partnership Act 2025-2029 Consolidated Plan and Annual Action Plan for Fiscal Year 2025-26;
b. Receive and adopt the Amended 2025-2029 Consolidated Plan which includes the Fiscal Year Annual Action Plan and funding recommendations for HOME Investment Partnership Program funds of $500,000;
c. Authorize and direct the Auditor-Controller to amend the Fiscal Year 2025-26 Adopted Budget for the Housing and Community Development, Community Development Reuse, Fund 013, Unit 8545, Appropriation Unit HCD004 to increase revenues and appropriations by $403,480; and
d. Authorize the Director of Housing and Community Development or their designee to submit the Amended 2025-2029 Consolidated Plan to the United States Department of Housing and Urban Development and execute documents required by the United States Department of Housing and Urban Development to implement the Amended 2025-2029 Consolidated Plan;

SUMMARY:

The County of Monterey first qualified to receive Community Development Block Grant (CDBG) funding directly from the U.S. Department of Housing and Urban Development (HUD) in 2013 as an entitlement jurisdiction. The Board of Supervisors adopted the funding recommendations for the

(CDBG) funds on May 13, 2025, and Housing and Community Development (HCD) received a letter from HUD the following day (May 14, 2025), notifying us we are eligible for HOME Investment Partnership Act (HOME) entitlement funding. As part of the process to qualify for designation as an Entitlement Community, the County is required to prepare a Consolidated Plan at least once every five years. The Consolidated Plan adopted on May 13, 2025, must be updated to receive the $500,000 HOME Investment Partnership funding. The recommended actions will satisfy HUD's requirement that the County prepare and adopt a new Consolidated Plan that will guide how the County uses its CDBG and HOME funds to meet eligible community development needs through 2029.

HOME funds may be used to address affordable housing needs in the unincorporated areas of the County. It can provide for new construction, acquisition, rehabilitation, and/or rental assistance. As an entitlement community, the County must prioritize activities, which primarily benefit low- and moderate-income persons.

DISCUSSION:

Since Monterey County was first designated an Urban County in 2013, it has received more than $14 million in CDBG funds. The Urban County has the cities Gonzales, Greenfield, Marina, and Sand City. The notification from HUD on May 14, 2025, the County unincorporated is eligible for HOME entitlement in the amount of $403,480. The HOME funding is for the County unincorporated areas only. To become a participating jurisdiction in HOME, a local government must have a formula allocation of at least $500,000. Our eligibility amount is $403,480, which leaves a funding gap of $96,520. The County currently controls approximately $2.3 million of State HOME Program Income (PI) that can be used to address this gap. Unlike the CDBG program, which allows jurisdictions to transfer PI out of the state program upon achieving entitlement status, the HOME PI remains under the County's control but requires state approval before the funds can be used. The state Department of Housing and Community Development has authorized the County to utilize the program income to meet the threshold requirement to become a participating jurisdiction. This is a one-time requirement and does not need to be satisfied again once the jurisdiction qualifies as a participating jurisdiction.

HOME guidelines emphasize the importance of utilizing the funding to fill in "financing gaps" that often result when projects face more rigid requirements established either by loan regulations, or due to the degree of completion for other financing. HOME has a match requirement. HUD regulations require all participating jurisdictions to contribute or match 25 cents for each dollar of HOME funds spent on affordable housing. The County will utilize Castroville-Pajaro Housing Successor funds to fill this requirement, which is $112,500.

Home allows participating jurisdictions to use HOME funds for a variety of eligible activities, including:

- Building, buying, and rehabilitating affordable housing for rent or homeownership
- Providing direct rental assistance to low-income individuals
- Assisting homebuyers with down payments, closing costs, and rehabilitation of purchased homes
- Developing and maintaining affordable rental housing
- Financing necessary home repairs and improvements

- Tenant-based rental assistance to ensure affordable housing for low-income families

Based on the amount of funding available and the priority needs, it is recommended that the Board of Supervisors consider the recommendations from staff for housing rehabilitation with funding of $150,000 and tenant based rental assistance with funding of $300,000 for the fiscal year (FY)2025-26 Annual Action Plan (AAP) as it relates to HOME funds are shown on pages 132-152 of the Amended Consolidated Plan. HOME allows an allocation of 10% for administration costs to address costs associated with program delivery, which is $50,000.

OTHER AGENCY INVOLVEMENT:
This report has been prepared by staff from the Housing and Community Development Department with input from the CAO budget office and the office of County Counsel. On October 20, 2025, the Health, Housing, Homelessness, and Human Services Committee reviewed the funding recommendations. On October 29, 2025, the Urban County Committee reviewed the funding recommendations.

FINANCING:
The revenue and appropriation increase for Fund 013, Appropriation Unit HCD005, Unit 8546, shall use incoming HOME grant funds of $403,480. The HUD grant is an annual agreement. If the County complies with grant requirements, the County may elect to continue to receive annual entitlement funding, subject to the federal budget process.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
Authorizing the Urban County to post the Amended FY2025-26 Consolidated Plan is the first step toward making $1,361,629 CDBG funds available to help local jurisdictions make improvements to public facilities, provide food security for seniors, help children and youth develop the social skills they need to be successful in life, and help homeless persons find shelter. It is also the first step toward making $500,000 HOME funds to help make affordable housing improvements.

Check 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
__X__ Diverse and Thriving Economy
__X__ Administrative

Link to the Strategic Plan:
https://www.countyofmonterey.gov/home/showdocument?id=139569

Prepared by: Dawn M Yonemitsu, Management Analyst II, x5387
Reviewed by: Darby Marshall, Redevelopment & Housing Analyst II, x5391
Approved by: Craig Spencer, Director of Housing & Community Development, x5233

The following attachments are on file with the Clerk of the Board:
Attachment A - Draft Community Development Block Grant and HOME Investment Partnership Act

2025-2029 Consolidated Plan and Annual Action Plan for Fiscal Year 2025-26

Introduced: 10/10/2025 **Current Status:** Agenda Ready

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

a. Conduct a public hearing to obtain residents' views and respond to proposals and questions received during the preceding 30-day public comment period regarding the Amended Community Development Block Grant and HOME Investment Partnership Act 2025-2029 Consolidated Plan and Annual Action Plan for Fiscal Year 2025-26;
b. Receive and adopt the Amended 2025-2029 Consolidated Plan which includes the Fiscal Year Annual Action Plan and funding recommendations for HOME Investment Partnership Program funds of $500,000;
c. Authorize and direct the Auditor-Controller to amend the Fiscal Year 2025-26 Adopted Budget for the Housing and Community Development, Community Development Reuse, Fund 013, Unit 8545, Appropriation Unit HCD004 to increase revenues and appropriations by $403,480; and
d. Authorize the Director of Housing and Community Development or their designee to submit the Amended 2025-2029 Consolidated Plan to the United States Department of Housing and Urban Development and execute documents required by the United States Department of Housing and Urban Development to implement the Amended 2025-2029 Consolidated Plan;

RECOMMENDATION:

It is recommended that the Board of Supervisors:
a. Conduct a public hearing to obtain residents' views and respond to proposals and questions received during the preceding 30-day public comment period regarding the Amended Community Development Block Grant and HOME Investment Partnership Act 2025-2029 Consolidated Plan and Annual Action Plan for Fiscal Year 2025-26;
b. Receive and adopt the Amended 2025-2029 Consolidated Plan which includes the Fiscal Year Annual Action Plan and funding recommendations for HOME Investment Partnership Program funds of $500,000;
c. Authorize and direct the Auditor-Controller to amend the Fiscal Year 2025-26 Adopted Budget for the Housing and Community Development, Community Development Reuse, Fund 013, Unit 8545, Appropriation Unit HCD004 to increase revenues and appropriations by $403,480; and
d. Authorize the Director of Housing and Community Development or their designee to submit the Amended 2025-2029 Consolidated Plan to the United States Department of Housing and Urban Development and execute documents required by the United States Department of Housing and Urban Development to implement the Amended 2025-2029 Consolidated Plan;

SUMMARY:

The County of Monterey first qualified to receive Community Development Block Grant (CDBG) funding directly from the U.S. Department of Housing and Urban Development (HUD) in 2013 as an entitlement jurisdiction. The Board of Supervisors adopted the funding recommendations for the

(CDBG) funds on May 13, 2025, and Housing and Community Development (HCD) received a letter from HUD the following day (May 14, 2025), notifying us we are eligible for HOME Investment Partnership Act (HOME) entitlement funding. As part of the process to qualify for designation as an Entitlement Community, the County is required to prepare a Consolidated Plan at least once every five years. The Consolidated Plan adopted on May 13, 2025, must be updated to receive the $500,000 HOME Investment Partnership funding. The recommended actions will satisfy HUD's requirement that the County prepare and adopt a new Consolidated Plan that will guide how the County uses its CDBG and HOME funds to meet eligible community development needs through 2029.

HOME funds may be used to address affordable housing needs in the unincorporated areas of the County. It can provide for new construction, acquisition, rehabilitation, and/or rental assistance. As an entitlement community, the County must prioritize activities, which primarily benefit low- and moderate-income persons.

DISCUSSION:

Since Monterey County was first designated an Urban County in 2013, it has received more than $14 million in CDBG funds. The Urban County has the cities Gonzales, Greenfield, Marina, and Sand City. The notification from HUD on May 14, 2025, the County unincorporated is eligible for HOME entitlement in the amount of $403,480. The HOME funding is for the County unincorporated areas only. To become a participating jurisdiction in HOME, a local government must have a formula allocation of at least $500,000. Our eligibility amount is $403,480, which leaves a funding gap of $96,520. The County currently controls approximately $2.3 million of State HOME Program Income (PI) that can be used to address this gap. Unlike the CDBG program, which allows jurisdictions to transfer PI out of the state program upon achieving entitlement status, the HOME PI remains under the County's control but requires state approval before the funds can be used. The state Department of Housing and Community Development has authorized the County to utilize the program income to meet the threshold requirement to become a participating jurisdiction. This is a one-time requirement and does not need to be satisfied again once the jurisdiction qualifies as a participating jurisdiction.

HOME guidelines emphasize the importance of utilizing the funding to fill in "financing gaps" that often result when projects face more rigid requirements established either by loan regulations, or due to the degree of completion for other financing. HOME has a match requirement. HUD regulations require all participating jurisdictions to contribute or match 25 cents for each dollar of HOME funds spent on affordable housing. The County will utilize Castroville-Pajaro Housing Successor funds to fill this requirement, which is $112,500.

Home allows participating jurisdictions to use HOME funds for a variety of eligible activities, including:

- Building, buying, and rehabilitating affordable housing for rent or homeownership
- Providing direct rental assistance to low-income individuals
- Assisting homebuyers with down payments, closing costs, and rehabilitation of purchased homes
- Developing and maintaining affordable rental housing
- Financing necessary home repairs and improvements

- Tenant-based rental assistance to ensure affordable housing for low-income families

Based on the amount of funding available and the priority needs, it is recommended that the Board of Supervisors consider the recommendations from staff for housing rehabilitation with funding of $150,000 and tenant based rental assistance with funding of $300,000 for the fiscal year (FY)2025-26 Annual Action Plan (AAP) as it relates to HOME funds are shown on pages 132-152 of the Amended Consolidated Plan. HOME allows an allocation of 10% for administration costs to address costs associated with program delivery, which is $50,000.

OTHER AGENCY INVOLVEMENT:
This report has been prepared by staff from the Housing and Community Development Department with input from the CAO budget office and the office of County Counsel. On October 20, 2025, the Health, Housing, Homelessness, and Human Services Committee reviewed the funding recommendations. On October 29, 2025, the Urban County Committee reviewed the funding recommendations.

FINANCING:
The revenue and appropriation increase for Fund 013, Appropriation Unit HCD005, Unit 8546, shall use incoming HOME grant funds of $403,480. The HUD grant is an annual agreement. If the County complies with grant requirements, the County may elect to continue to receive annual entitlement funding, subject to the federal budget process.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
Authorizing the Urban County to post the Amended FY2025-26 Consolidated Plan is the first step toward making $1,361,629 CDBG funds available to help local jurisdictions make improvements to public facilities, provide food security for seniors, help children and youth develop the social skills they need to be successful in life, and help homeless persons find shelter. It is also the first step toward making $500,000 HOME funds to help make affordable housing improvements.

Check 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
__X__ Diverse and Thriving Economy
__X__ Administrative

Link to the Strategic Plan:
https://www.countyofmonterey.gov/home/showdocument?id=139569

Prepared by: Dawn M Yonemitsu, Management Analyst II, x5387
Reviewed by: Darby Marshall, Redevelopment & Housing Analyst II, x5391
Approved by: Craig Spencer, Director of Housing & Community Development, x5233

The following attachments are on file with the Clerk of the Board:
Attachment A - Draft Community Development Block Grant and HOME Investment Partnership Act

2025-2029 Consolidated Plan and Annual Action Plan for Fiscal Year 2025-26

Attachment A

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Monterey County

Community Development Block Grant (CDBG) Program and

HOME Investment Partnership Act

FY 2025 – FY 2029 Consolidated Plan

Lead Agency

County of Monterey
Housing and Community Development
1441 Schilling Place, 2nd floor South
Salinas, CA 93901

Participating Units of General Local Government

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Executive Summary

ES-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

Since 2013, the County of Monterey has participated in the Community Development Block Grant (CDBG) program as an entitlement jurisdiction to receive annual funding directly from the U.S. Department of Housing and Urban Development (HUD). Collectively, for CDBG purposes, Monterey County (unincorporated areas only) and the cities of Gonzales, Greenfield, Marina and Sand City are known as the Monterey Urban County (Urban County).

Additionally, beginning in HUD Fiscal Year (FY) 2025-26, the unincorporated Monterey County will become eligible as an entitlement jurisdiction to receive HOME Investment Partnership Program (HOME) funds. The HOME entitlement allocation is for the unincorporated County areas only.

This Consolidated Plan serves as the Urban County's official application to HUD for Community Development Block Grant (CDBG) funds and the unincorporated County's official application to HUD for HOME funds. The Plan identifies the housing and community development needs in the Urban County and sets forth a strategic plan for addressing the identified needs. The Plan covers Federal Fiscal Year (FFY) from July 1, 2025 to June 30, 2030.

The Urban County shall administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and certification requirement that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S. C. 1601-1646) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218 or other Executive Orders or immigration laws. The Urban County will not use funding under this grant in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or abets policies that seek to shield illegal aliens from deportation. Unless excepted by PRWORA, the Urban County must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.

Monterey County shall not use grant funds to promote "gender ideology," as defined in Executive Order (E.O.) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government.

Substantial Amendment

As mentioned above, the unincorporated County will be a HOME funds recipient for the first time in FY2025-26. As a result, the County substantially amended this Consolidated Plan in September 2025 and held a public review period, along with meetings and a Board of Supervisors hearing in October and November 2025, in accordance with the County's Citizen Participation Plan. This substantial amendment includes the following:

- The unincorporated County is anticipating $403,479.96 in HOME Investment Partnership Program (HOME) entitlement funds for FY 2025-26 and anticipates will have $96,520.04 in State HOME Program Income for a

total of $500,000 in HOME allocations. This will be utilized for projects primarily in the unincorporated areas. Over the five-year planning period, the unincorporated County assumes $2,017,399.80 in HOME funds.

- In FY 2025-26, the funding will be used to set up a tenant based rental assistance program (goal of assisting 10 households), two grants for substantial housing rehabilitation and fund administration (10 percent, or $50,000.00, of total funding).

2. Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

The Urban County has extensive housing and community development needs. CDBG funds alone are not adequate to address the myriad of needs identified during the public outreach process and summarized in the Needs Assessment of this Consolidated Plan. Recognizing the national objectives of the CDBG program and specific program regulations, the Urban County intends to use CDBG funds to coordinate programs, services, and projects to create a decent and suitable living environment to benefit low and moderate-income households. Use of CDBG funds will focus on some of most critical needs in the Urban County, including the following:

- Improvements to infrastructure and public facilities in order to foster a suitable living environment for low- and moderate-income households; and
- Provision of services and programs to benefit low and moderate income households; and
- Provision of services for the homeless and those at risk of becoming homeless; and
- Provision of affordable housing to low and moderate-income households.

3. Evaluation of past performance

The following lists major activities undertaken by the Urban County using CDBG funds *(it should be noted that during the FY 2020-2024 Consolidated Plan period, the Urban County included the unincorporated areas and the cities of Del Rey Oaks, Gonzales, Greenfield and Sand City):*

<u>Public Services</u>

- Grants to agencies for:
    - Fair Housing Services
    - Outreach to Unsheltered Individuals
    - Operation of Transitional Housing
    - Services for Low- and Moderate-Income Residents (including youth and seniors)

<u>Capital Investments</u>

- The City of Gonzales was awarded a total of $704,857 in a combination of FY 2022/23 and FY 2023/24 CDBG funds for the Community Center Project. During FY 2023/24, an additional $122,911.78 in FY 2017/18 was identified and a Substantial Amendment for the project was undertaken. The total for the project was increased to $827,768.78. The project is on-going but should be completed in PY 2025/26.
- The Aromas Sidewalk Improvement Project was awarded $167,450 in CDBG funds. The project is complete.
- The City of Greenfield's Walnut Avenue Pedestrian Improvements Project was awarded $1,293,985 in a combination of FY 2022/23 and 2023/2024 CDBG funds. It is currently in the environmental review process and should begin in FY 2025/26.

- The County Public Works Department was allocated $200,000 in CDBG to fund pedestrian improvements in the unincorporated community of Las Lomas. The project is on-going and should be completed in FY 2025/26.
- County Public Works Department was allocated $175,000 to install new solar street lighting in the unincorporated community of San Lucas.
- Funding for curb, gutter and sidewalk repair in the unincorporated community of San Lucas.
- Funding for sidewalk repair in the area surrounding Castroville Recreation Center.
- Funding the rehabilitation of a gymnasium and improvements to Crane Street Park by the North County Recreation and Park District.
- Funds for the North County Fire Protection district to primarily serve the low-income neighborhoods of Las Lomas, Pajero, and Elkhorn.

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4. Summary of citizen participation process and consultation process

Urban County CDBG Funds

A community outreach program was conducted in developing the Consolidated Plan for the Urban County. **Appendix A** includes materials from the Outreach Efforts. Specifically, the outreach program includes the following components:

Public Meeting and Consultation with Public and Nonprofit Service Agencies

The County conducted a noticed public stakeholder meeting on December 16, 2024. a Notice of Fund Availability (NOFA) was published in the Monterey County Weekly and posted on social media in both English and Spanish on November 14, 2024. Flyers were also emailed to 125 public and nonprofit service agencies that may provide services in the Urban County area. Representatives from 11 agencies/ organizations attended the application/consultation workshops

On February 19, 2025, the County held an in-person and virtual community meeting. Prior to the community meeting, a Notice of Funding Recommendation Meeting was published in the Monterey County Weekly and posted on social media in both English and Spanish.

Urban County Committee Meetings

The County held an additional public meeting via its Urban County Committee on March 10, 2025. All 125 contacts on the Outreach List were invited to this meeting.

A 30-day public review was held from April 10, 2025, through May 12, 2025. Copies of the draft Consolidated Plan and Action Plan were made available for the public to review on the Monterey County website at https://www.countyofmonterey.gov/government/departments-a-h/housing-community-development/planning-services/community-development-project-program-financing/urban-county-community-development-block-grants.

Public Hearing

A public hearing was conducted before the County Board of Supervisors on May 13, 2025, at 10:30 a.m. at the Monterey County Government Center, 168 W. Alisal Street, 1st Floor, Salinas, CA to consider the adoption of the Monterey Urban County's 2025-2029 Consolidated Plan (CP) and the FY 25/26 Annual Action Plan (AAP).

Unincorporated County HOME Funds

Public Noticing

A 30-day public review was held from October 2, 2025 to November 3, 2025. Copies of the draft Consolidated Plan and Action Plan were made available for the public to review on the Monterey County website at:

> https://www.countyofmonterey.gov/government/departments-a-h/housing-community-development/planning-services/community-development-project-program-financing/urban-county-community-development-block-grants.

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Urban County Committee Meetings

The County held an additional public meeting via its Urban County Committee on October 29, 2025. All 125 contacts on the Outreach List were invited to these meetings.

County 4 H Committee Meeting

The County held a public meeting via its 4 H Committee Meeting on October 20, 2025. All 125 contacts on the Outreach List were invited to the meeting.

Public Hearing

A public hearing was conducted before the County Board of Supervisors on November 4, 2025, at 1:30 p.m. at the Monterey County Government Center, 168 W. Alisal Street, 1st Floor, Salinas, CA to consider the re-adoption of the Monterey Urban County's 2025-2029 Consolidated Plan (CP) and the FY 25/26 Annual Action Plan (AAP) including the HOME funds.

5. Summary of public comments

A summary of the public comments received is provided in **Appendix A.**

6. Summary of comments or views not accepted and the reasons for not accepting them

All comments received were accepted and provided in **Appendix A.**

7. Summary

The Urban County has undertaken diligent and good faith efforts in outreaching to all segments of the community that may benefit from the CDBG program. In addition, the unincorporated County has made the same efforts to those who may benefit from the HOME funding.

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The Process

PR-05 Lead & Responsible Agencies 24 CFR 91.200(b)

1. Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	**Name**	**Department/Agency**
Lead Agency	MONTEREY COUNTY	
CDBG Administrator	MONTEREY COUNTY	Housing and Community Development Department
HOME Administrator	MONTEREY COUNTY	Housing and Community Development Department

Table 1 – Responsible Agencies

Narrative

The Urban County is comprised of the County unincorporated areas and the cities of Gonzales, Greenfield, Marina and Sand City. The County of Monterey serves as the lead agency for the Urban County. The Urban County CDBG program is administered by the Monterey County Housing and Community Development.

Consolidated Plan Public Contact Information

For matters concerning the Urban County's CDBG program and the unincorporated County's HOME funding, please contact:
Dawn Yonemitsu, Management Analyst II
County of Monterey
Housing and Community Development
1441 Schilling Place, 2nd floor South
Salinas, CA 93901
(831) 755-5387 (v) - (831) 755-5398 (fax)
housingprograms@countyofmonterey.gov

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PR-10 Consultation – 91.100, 91.110, 91.200(b), 91.300(b), 91.215(l) and 91.315(l)

1. Introduction

As part of this Consolidated Plan development, the Urban County undertook an outreach program to consult and coordinate nonprofit agencies, affordable housing providers, and government agencies. The outreach program has been summarized in the Executive Summary and Citizen Participation sections of this Consolidated Plan.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

To outreach to various agencies and organizations, the Urban County compiled an outreach list consisting of 192 agencies, including:

- Nonprofit service providers that cater to the needs of low- and moderate-income households and persons with special needs, including persons with disabilities;
- Affordable housing providers;
- Housing advocates;
- Housing professionals;
- Public agencies (such as school districts, health services, public works);
- Economic development and employment organizations; and
- Community groups.

The complete outreach list is included in **Appendix A**. These agencies received email of notices of the Urban County's Consolidated Plan process and public meetings. Specific agencies were also contacted to obtain data in preparation of this Consolidated Plan. For example, the State Developmental Services Department and State Social Services Department were contacted to obtain data and housing resources for persons with disabilities. The Housing Authority of the County of Monterey was also contacted to obtain information on public housing and Housing Choice Vouchers available to Urban County residents.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness

The outreach list includes homeless service agencies in the Salinas/Monterey County and San Benito County Continuum of Care Strategy. In addition, the Continuum of Care Strategy was consulted to provide information on homelessness and resources available.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS

The Urban County's HUD allocation for entitlement grants currently does not include ESG funds.

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2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities

1	**Agency/Group/Organization**	Boys and Girls Club
	Agency/Group/Organization Type	Services-Children
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Agency was invited to the workshops and meetings through email and public notification.
2	**Agency/Group/Organization**	Court Appointed Special Advocate (CASA)
	Agency/Group/Organization Type	Services-Children
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Agency was invited to the workshops and meetings through email and public notification.
3	**Agency/Group/Organization**	Central Coast Center for Independent Living (CCCIL)
	Agency/Group/Organization Type	Services-Persons with Disabilities
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Agency was invited to the workshops and meetings through email and public notification.
4	**Agency/Group/Organization**	ECHO Housing
	Agency/Group/Organization Type	Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Agency was invited to the workshops and meetings through email and public notification.
5	**Agency/Group/Organization**	Girls Inc of the Central Coast
	Agency/Group/Organization Type	Services-Children
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Agency was invited to the workshops and meetings through email and public notification.

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6	**Agency/Group/Organization**	Interim, Inc.
	Agency/Group/Organization Type	Housing Services-Housing Services-homeless Services- employment Other- mental health
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless needs- Chronically homeless Homeless needs- veterans Homeless needs- unaccompanied youth Homelessness Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Agency was invited to the workshops and meetings through email and public notification.
7	**Agency/Group/Organization**	Meals on Wheels of the Salinas Valley
	Agency/Group/Organization Type	Services- Elderly persons
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Agency was invited to the workshops and meetings through email and public notification.
8	**Agency/Group/Organization**	Alliance On Aging
	Agency/Group/Organization Type	Services-Elderly Persons
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Agency was invited to the workshops and meetings through email and public notification.
9	**Agency/Group/Organization**	City of Gonzales
	Agency/Group/Organization Type	Agency - Emergency Management
	What section of the Plan was addressed by Consultation?	Other- Emergency Equipment Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The Gonzales Fire Protection District was consulted regarding the needs for upgrading equipment required for reliable emergency response.
10	**Agency/Group/Organization**	Meals on Wheels Monterey
	Agency/Group/Organization Type	Services- Elderly persons

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	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Agency attended Application/Consultation Workshop on December 13, 2019 and provided input on needs.
11	**Agency/Group/Organization**	Monterey County Office of Emergency Services
	Agency/Group/Organization Type	Other Government - Local
	What section of the Plan was addressed by Consultation?	Other – Hazard management and access to internet
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	County staff was consulted for hazard management and access to internet

Table 2 – Agencies, groups, organizations who participated

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Identify any Agency Types not consulted and provide rationale for not consulting

The Urban County's outreach program was comprehensive. The Urban County contacted 125 agencies as part of the outreach process for this Consolidated Plan. All applicable agencies and agency types were contacted

Other local/regional/state/federal planning efforts considered when preparing the Plan

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Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
FY2025-2026 Community Needs Assessment and Community Action Plan	Monterey County Community Action Partnership	County allocate funding according to highest unmet needs.
Draft PHA Five-Year and Annual Plan (FY2025-2030)	Housing Authority of the County of Monterey	Public housing and rental assistance needs are addressed by HACM
County of Monterey Capital Improvement Program Draft Five-Year Plan 2014/25 through 2028/29	County of Monterey	County allocate funding according to highest unmet needs.
Lead Me Home Update: 5-Year Plan to Reduce Homelessness in Monterey and San Benito Counties (July 2021-June 2026)	Monterey/San Benito County Continuum of Care	Through the outreach process, the Urban County has identified homelessness and homelessness prevention services as a priority for the CDBG program. These services will complement the Continuum of Care Strategy.
2024 Monterey County Homelessness Point-In-Time Count and Survey	Monterey/San Benito County Continuum of Care	The information from the Homeless Count was used for the development of the homeless strategic plan in the Consolidated Plan.
2023-2031 Housing Element	County of Monterey	CDBG funds may be used to address housing needs for lower and moderate income households.
Monterey County Comprehensive Economic Development Strategy (2021-2026)	County of Monterey	CDBG funds may be used to provide supportive services that would help low and moderate income/special needs population achieve self-sufficiency and pursue opportunities.
Workforce Innovation and Opportunity Act (WIOA) Local Plan Program Years 2021-2024, Draft Local Plan Two-Year Modification – Program Years 2021-2024	Monterey County Workforce Development Board	CDBG funds may be used to provide supportive services that would help low and moderate income/special needs population achieve self-sufficiency and pursue opportunities.
State of Broadband in the Monterey Bay Region (October 2023), EQUITABLE ACCESS: Balancing Affordability and Infrastructure in Digital Inclusion (July 2024)	Monterey Bay Economic Partnership and Central Coast Broadband Consortium	CDBG funds may be used to address infrastructure needs.
2022 Monterey County Multi-Jurisdictional Hazard Mitigation Plan	Monterey County Office of Emergency Services	CDBG funds may be used to address public health and safety issues.

Table 3 – Other local / regional / federal planning efforts

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Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(l))

The implementation of this Consolidated Plan will involve various agencies of County government, participating cities, nonprofit organizations, and private industry. As part of the public outreach program for the Consolidated Plan, the County outreached to over 125 agencies, groups, and organizations involved in the development of affordable housing, and/or provision of services to children, elderly persons, persons with disabilities, persons with HIV/AIDS and their families, and homeless persons, as well as agencies that coordinate re-entry services.

Narrative (optional):

Refer to Appendix A for a complete outreach list, proof of publication, and summary of public comments received.

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PR-15 Citizen Participation – 91.105, 91.115, 91.200(c) and 91.300(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation

Summarize citizen participation process and how it impacted goal-setting

The citizen participation process involves consultation with nonprofit and public agencies, community workshops, and public hearings. Through this process, recurring themes were identified: extensive needs for improvements to infrastructure and public facilities, youth services, homeless and homeless prevention services; and affordable housing. These comments correlate to empirical data collected, as well as observations by staff and elected officials of the participating jurisdictions. The Consolidated Plan goals reflect the results of the outreach programs. The following outlines the citizen participation plan for the Urban County CDBG funds and the Unincorporated County HOME funds in the Consolidated Plan:

Urban County CDBG Funds

Public Meeting and Consultation with Public and Nonprofit Service Agencies

The County conducted a noticed public stakeholder meeting on December 16, 2024. a Notice of Fund Availability (NOFA) was published in the Monterey County Weekly and posted on social media in both English and Spanish on November 14, 2024. Flyers were also emailed to 125 public and nonprofit service agencies that may provide services in the Urban County area. Representatives from 11 agencies/ organizations attended the application/consultation workshops

On February 19, 2025, the County held an in-person and virtual community meeting. Prior to the community meeting, a Notice of Funding Recommendation Meeting was published in the Monterey County Weekly and posted on social media in both English and Spanish.

Urban County Committee Meetings

The County held an additional public meeting via its Urban County Committee on March 10, 2025. All 125 contacts on the Outreach List were invited to these meetings.

A 30-day public review was held from April 10, 2025, through May 12, 2025. Copies of the draft Consolidated Plan and Action Plan were made available for the public to review on the Monterey County website at:

https://www.countyofmonterey.gov/government/departments-a-h/housing-community-development/planning-services/community-development-project-program-financing/urban-county-community-development-block-grants.

Public Hearing

A public hearing was conducted before the County Board of Supervisors on May 13, 2025, at 10:30 a.m. at the Monterey County Government Center, 168 W. Alisal Street, 1st Floor, Salinas, CA to consider the adoption of the Monterey Urban County's 2025-2029 Consolidated Plan (CP) and the FY 25/26 Annual Action Plan (AAP).

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Unincorporated County HOME Funds

Public Noticing

A 30-day public review was held from October 2, 2025 to November 3, 2025. Copies of the draft Consolidated Plan and Action Plan were made available for the public to review on the Monterey County website at:

> https://www.countyofmonterey.gov/government/departments-a-h/housing-community-development/planning-services/community-development-project-program-financing/urban-county-community-development-block-grants.

Urban County Committee Meetings

The County held an additional public meeting via its Urban County Committee on October 29, 2025. All 125 contacts on the Outreach List were invited to these meetings.

County 4 H Committee Meeting

The County held a public meeting via its 4 H Committee Meeting on October 20, 2025. All 125 contacts on the Outreach List were invited to the meeting.

Public Hearing

A public hearing was conducted before the County Board of Supervisors on November 4, 2025 at 1:30 p.m. at the Monterey County Government Center, 168 W. Alisal Street, 1st Floor, Salinas, CA to consider the re-adoption of the Monterey Urban County's 2025-2029 Consolidated Plan (CP) and the FY 25/26 Annual Action Plan (AAP) including the HOME funds.

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Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Stakeholder Meeting for CDBG	Regional and local service providers and nonprofit organizations, City and County Departments	Date: December 16, 2024	A detailed summary of the responses received is provided in **Appendix A**.	All comments were received.	
2	Community Meeting for CDBG	Non-targeted/broad community	Date: February 19, 2025	A detailed summary of the responses received is provided in **Appendix A**.	All comments were received.	
3	Urban County Committee Meeting for CDBG	Non-targeted/broad community	Date: March 10, 2025	No comments were received.	N/A	
4	Newspaper Ad for CDBG	Non-targeted/broad community Minorities Non-English Speaking - Specify other language: Spanish	30-day public comment period (April 10, 2025 through May 12, 2025). Notices were published in the Monterey Weekly and posted on social media in English and Spanish.	No comments were received.	N/A	
5	Public Hearing for CDBG	Non- targeted/broad community	Date: May 13, 2025 Board of Supervisor meeting.	A detailed summary of the responses received is provided in **Appendix A**.	All comments were received.	
6	Urban County Committee Meeting for HOME funds	Non-targeted/broad community	Date: October 29, 2025	A detailed summary of the responses received is provided in **Appendix A**.	All comments were received.	

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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
7	County 4 H Committee Meeting for HOME funds	Non-targeted/broad community	Date: October 20, 2025	A detailed summary of the responses received is provided in **Appendix A**.	All comments were received.	
8	Newspaper Ad for HOME funds	Non-targeted/broad community Minorities Non-English Speaking - Specify other language: Spanish	30-day public comment period (October 2 through November 3, 2025). Notices were published in the Monterey Weekly and posted on social media in English and Spanish		N/A	
9	Public Hearing for HOME funds	Non-targeted/broad community	Date: November 4, 2025 Board of Supervisor meeting.	A detailed summary of the responses received is provided in **Appendix A**.	All comments were received.	

Table 4 – Citizen Participation Outreach

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Needs Assessment

NA-05 Overview

Needs Assessment Overview

The Needs Assessment of the Consolidated Plan, in conjunction with information gathered through consultations and the citizen participation process, provides a picture of Monterey County's needs related to affordable housing, community development, and homelessness. From this Needs Assessment, the County identified those needs with the highest priority, which will form the basis for the Strategic Plan and the programs and projects to be delivered over the five-year planning period.

The Needs Assessment relies on a variety of statistical data to inform Consolidated Plan priorities. Municipalities are required to use a template provided by the U.S. Department of Housing and Urban Development (HUD) to structure the Consolidated Plans. This HUD template includes tables with demographic information from the 2016-2020 American Community Survey (ACS), which the City uses to analyze trends and develop narratives related to housing, economic conditions, and population demographics.

When the template does not provide specific data, the County supplements with the most current information available, which may lead to variations in data periods and consistency. The data sources utilized include:

- 2024 Monterey County Homelessness Point-In-Time Count and Survey
- 2019-2023 American Community Survey Five-Year Estimates
- 2016-2020 Comprehensive Housing Affordability Strategy (CHAS) Data from HUD
- Department of Justice Domestic Violence-Related Calls for Assistance
- 2024/2025 Community Needs Assessment and Community Action Plan
- Farmworker Housing Study and Action Plan for Salinas Valley and Pajaro Valley
- County of Monterey draft 2023-2031 Housing Element
- City of Monterey 2023-2031 Housing Element
- Lead Me Home Plan Update: Five Year Plan to Reduce Homelessness in Monterey and San Benito Counties
- 2022 Monterey County Community Health Needs Assessment (CHNA)
- California HIV Surveillance Report

To the extent feasible, data specific to the Urban County is provided. However, when data is not readily available, countywide data will be used.

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NA-10 Housing Needs Assessment - 24 CFR 91.205 (a,b,c)

Summary of Housing Needs

HUD periodically receives "custom tabulations" of Census data from the U.S. Census Bureau that are largely not available through standard Census products. These data, known as the "CHAS" data (Comprehensive Housing Affordability Strategy), demonstrate the extent of housing problems and housing needs, particularly for low-income households.

As defined by HUD in the CHAS data, housing problems include:

- Units with physical defects (lacking complete kitchen or bathroom);
- Overcrowded conditions (housing units with more than one person per room);
- Housing cost burden (including utilities) exceeding 30 percent of gross income; and
- Severe housing cost burden (including utilities) exceeding 50 percent of gross income.

HUD has also established the following income categories based on the Area Median Income (AMI) for the Metropolitan Statistical Area (MSA):

- Extremely Low Income (0-30 percent of AMI)
- Low Income (31-50 percent of AMI)
- Moderate Income (51-80 percent of AMI)
- Middle/Upper Income (above 80 percent of AMI)

Together, extremely low and low incomes (earning up to 50 percent) are referred to as "lower" income. HUD typically defines moderate-income households as those earning between 51 to 80 percent the Area Median Income (AMI) for the Metropolitan Statistical Area (MSA).

To understand the housing problems in Monterey County, the following tables provide the following:

- Table 5 presents the population and household growth between 2009 and 2020.
- Table 6 presents the number of households by special characteristics.
- Table 7 presents the number of households with one or more housing problems (inadequate housing, overcrowding, cost burden of 50 percent, or cost burden of 30 percent) by income and tenure.
- Table 8 summarizes the number of households with more than one or more severe housing problems by income and tenure. Severe housing problems are inadequate housing; severe overcrowding (1.51 persons or more per room); and housing cost burden of 50 percent.
- Table 9 isolates those households with housing cost burden of over 30 percent (inclusive of those with cost burden of over 50 percent) by income and tenure.
- Table 10 further isolates those households with cost burden of over 50 percent.
- Table 11 presents overcrowding by household type.
- Table 12 is intended to show overcrowding for households with children. However, the American Community Survey provides no data for the Urban County.

The demographic data for the County, shown in Table 5, shows slow population growth (a one percent increase) but a decrease in the number of households. While a trend of slowed growth can indicate several causes, such as less births or families, individuals relocating, and high housing costs due to high demand, geographic boundary changes for the Urban County between 2009 (base year provided by HUD in eConPlanning) and 2020 modified the locations included as part of the Urban County. Demographic shifts may be more impacted by this shift than by changes within the communities included in the Urban County.

Demographics	Base Year: 2009	Most Recent Year: 2020	% Change
Population	131,695	133,435	1%
Households	40,210	39,930	-1%
Median Income	$58,783.00	$76,943.00	31%

Table 5 - Housing Needs Assessment Demographics

Data Source: 2000 Census (Base Year), 2016-2020 ACS (Most Recent Year)

According to Table 6, approximately nine percent of the Urban County's households earn 0-30 percent of the Area Median Family Income (AMFI) or are extremely low income. Of households in the 0-30 percent AMFI income category, about one third (33 percent) are small family households. About 24 percent are households that contain at least one person between 62 and 74 years old, and 23 percent of households have one or more children 6 years old or younger.

Approximately 12 percent of households earn 30-50 percent of AMFI. Of these, 38 percent are small family households. One quarter are households that contain at least one person between 62 and 74 years old, and 26 percent of households have one or more children 6 years old or younger.

Approximately 17 percent of households earn 50-80 percent of AMFI. Of these, 39 percent are small family households and 24 percent are large family households. Twenty-four percent of households also contain at least one person between 62 and 74 years old.

A slight majority of households in the Urban County (52 percent) have incomes greater than 100 percent AMFI.

Number of Households Table

	0-30% HAMFI	>30-50% HAMFI	>50-80% HAMFI	>80-100% HAMFI	>100% HAMFI
Total Households	3,780	4,825	6,834	3,714	20,804
Small Family Households	1,251	1,818	2,669	1,267	9,319
Large Family Households	607	908	1,626	1,033	2,558
Household contains at least one person 62-74 years of age	910	1,197	1,641	1,256	7,055
Household contains at least one person age 75 or older	645	862	1,217	500	2,897
Households with one or more children 6 years old or younger	853	1,234	1,282	769	1,776

Table 6 - Total Households Table

Data Source: 2016-2020 CHAS

Housing Needs Summary Tables

1. Housing Problems (Households with one of the listed needs)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Substandard Housing - Lacking complete plumbing or kitchen facilities	24	70	30	0	124	43	0	10	4	57
Severely Overcrowded - With >1.51 people per room (and complete kitchen and plumbing)	284	274	264	148	970	20	24	90	99	233
Overcrowded - With 1.01-1.5 people per room (and none of the above problems)	264	583	352	204	1,403	45	90	465	170	770
Housing cost burden greater than 50% of income (and none of the above problems)	1,132	601	229	54	2,016	853	763	792	464	2,872
Housing cost burden greater than 30% of income (and none of the above problems)	319	854	941	195	2,309	223	335	836	549	1,943
Zero/negative Income (and none of the above problems)	59	0	0	0	59	174	0	0	0	174

Table 7 – Housing Problems Table

Data Source: 2016-2020 CHAS

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2. Housing Problems 2 (Households with one or more Severe Housing Problems: Lacks kitchen or complete plumbing, severe overcrowding, severe cost burden)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Having 1 or more of four housing problems	1,702	1,538	877	407	4,524	959	867	1,352	743	3,921
Having none of four housing problems	651	1,254	2,183	755	4,843	512	1,153	2,417	1,785	5,867
Household has negative income, but none of the other housing problems	0	0	0	0	0	0	0	0	0	0

Table 8 – Housing Problems 2

Data Source: 2016-2020 CHAS

3. Cost Burden > 30%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	856	958	634	2,448	307	282	607	1,196
Large Related	453	588	210	1,251	127	112	398	637
Elderly	319	336	182	837	665	613	754	2,032
Other	381	153	248	782	53	137	108	298
Total need by income	2,009	2,035	1,274	5,318	1,152	1,144	1,867	4,163

Table 9 – Cost Burden > 30%

Data Source: 2016-2020 CHAS

4. Cost Burden > 50%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	0	0	318	318	218	203	0	421
Large Related	0	0	100	100	57	54	48	159
Elderly	204	145	61	410	540	394	405	1,339
Other	0	336	113	449	45	0	0	45

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	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
Total need by income	204	481	592	1,277	860	651	453	1,964

Table 10 – Cost Burden > 50%

Data Source: 2016-2020 CHAS

5. Crowding (More than one person per room)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Single family households	423	767	348	208	1,746	60	80	310	180	630
Multiple, unrelated family households	104	80	253	140	577	30	34	249	84	397
Other, non-family households	24	10	14	4	52	0	0	0	0	0
Total need by income	551	857	615	352	2,375	90	114	559	264	1,027

Table 11 – Crowding Information – 1/2

Data Source: 2016-2020 CHAS

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
Households with Children Present	NA	NA	NA	NA	NA	NA	NA	NA

Table 12 – Crowding Information – 2/2

Describe the number and type of single person households in need of housing assistance.

According to the 2019-2023 American Community Survey (ACS), approximately 20 percent (26,878 households) of Countywide households were single person households. Of these, 48 percent were owner-occupied, and 52 percent were renter-occupied. Of all single person households in the County, 50 percent (13,313) were senior households. About 64 percent of seniors living alone own their homes. Seniors living alone are more likely to have mobility limitations or other impairments that require caretaking or other assistance in their daily lives and for home maintenance. They are also more likely to require affordable housing due to their generally lower incomes and may need some form of housing assistance.

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Estimate the number and type of families in need of housing assistance who are disabled or victims of domestic violence, dating violence, sexual assault and stalking.

Persons with Disabilities: According to the 2019-2023 ACS, approximately nine percent (39,517) of Countywide residents were affected by one or more disabilities. Among persons living with disabilities, independent living difficulties were the most prevalent (4.6 percent of the civilian non-institutionalized population), followed by ambulatory difficulties (4.5 percent) and cognitive difficulties (3.8 percent).

According to the State Department of Developmental Services, the San Andreas Regional Center provides services for people with developmental disabilities in Monterey, Santa Clara, Santa Cruz and San Benito counties. As of 2022, approximately 1,000 Urban County residents with developmental disabilities were being assisted by the San Andreas Regional Center offices. The majority of these individuals were residing in a private home with their parent or guardian. Half of Urban County residents with developmental disabilities (52 percent) were under the age of 18.

According to the Monterey County 2024 Homeless Point-in-Time Census and Survey, 52 percent of homeless persons in the Urban County reported having a disabling condition. A disabling condition is defined by HUD as a developmental disability, HIV/ AIDS, or a long-term physical or mental impairment that impacts a person's ability to live independently but could be improved with stable housing. Approximately 31 percent of homeless people surveyed reported a physical disability and 25 percent reported a psychiatric or emotional condition, i.e. mental illness including bipolar or schizophrenia.

Victims of Domestic Violence: The State of California Department of Justice recorded over 1,400 domestic violence-related calls for assistance in Monterey County in 2023. Histories of domestic violence and partner abuse are prevalent among individuals experiencing homelessness and can be the primary cause of homelessness for many. The 2024 Monterey County Homeless Point-in-Time Census and Survey found that six percent of 315 survey respondents reported currently experiencing domestic/partner violence or abuse and 34 percent reported having experienced domestic violence in their lifetime.

What are the most common housing problems?

Of the housing problems described above, the most common in the Urban County is housing cost burden, with 70 percent of the Urban County have a cost burden over 30 percent of income. For the County's renter-households, about 63 percent of the housing problems were related to housing cost burden (Table 7). Approximately 80 percent of the housing problems for the Urban County's owner-households were also related to cost burden. Units with physical defects, or substandard units, were the least common housing problem in the Urban County.

Are any populations/household types more affected than others by these problems?

Overall, more renter-households are impacted by overcrowding issues compared to owner-households, with 34 percent of renter households overcrowded or severely overcrowded, compared to 17 percent of owner households (Table 7). However, owner households are more cost burdened than renter households, with 80 percent of owner households having a cost burden over 30 percent of income compared to 63 percent of renter households. Elderly owner are particularly cost burdened, with 3.371 elderly households with incomes under 80 percent of AMI having a cost burden over 30 percent of income.

Describe the characteristics and needs of Low-income individuals and families with children (especially extremely low-income) who are currently housed but are at imminent risk of either residing in shelters or

becoming unsheltered 91.205(c)/91.305(c)). Also discuss the needs of formerly homeless families and individuals who are receiving rapid re-housing assistance and are nearing the termination of that assistance

In the Urban County approximately 9 percent (3,780) of households earn extremely low incomes (Table 6). Of these, about 62 percent are renters and 38 percent are owners. Households with incomes below 80 percent of AMI account for approximately 39 percent (15,439) of all households in the Urban County. Of these, 42 percent (6,472) contain at least one person 62 years or older. Households with one or more children 6 years old or younger account for 22 percent (3,369) of these households, and small family households account for 37 percent (5,738) of these households.

According to the 2019-2023 ACS, 12.6 percent of the population in Monterey County had incomes below the poverty line in 2023. Families in Monterey County with children had higher rates of poverty than other families, with about 17 percent of families with children having incomes below poverty level compared to 11 percent of all families. Female-headed families with children are more likely to experience poverty and face difficulty finding affordable housing. In Monterey County, 68 percent of single-parent families were headed by women, but female-headed families with children made up 84 percent of single-parent families within incomes below poverty level in 2023. While only 7 percent of married-couple families with children had incomes below poverty level, 15 percent of male-headed families with children had incomes below poverty level and 38 of female-headed families with children had incomes below poverty level.

Rapid re-housing helps families and individuals who are not chronically homeless obtain permanent housing immediately and to stabilize themselves as soon as possible. These households have lived independently in permanent housing in the past but need temporary assistance for a limited time period (e.g., months, not years). While receiving assistance, these households can become increasingly self-sufficient through public assistance and/or employment.

The Lead Me Home Leadership Council of Monterey and San Benito Counties developed the 2021-2026 Lead Me Home Plan Update to help identify the needs of people in Monterey County experiencing homelessness and strategies to address the needs of this population. The plan included outreach and analysis to identify areas where current efforts to address homelessness were falling short. The analysis showed that an insufficient supply of rapid rehousing and permanent supportive housing in the County was a key challenge in the region, as well as the lack of a coordinated regional strategy to develop affordable housing, particularly housing for those at the lowest income levels.

According to the Monterey County 2024 Homeless Point-in-Time Census and 66 percent of people experiencing homelessness in the county are men. There are 366 people in families experiencing homelessness, a slight increase since 2022 but a significant decrease since 2019. There are also 225 children and youth experiencing homelessness, a decrease since 2022 and 2019.

People experiencing homelessness specifically requested additional supports and services to help them secure housing (e.g., housing focused case management, navigation services, property owner outreach and education), expanded availability of rental assistance, housing retention support (particularly assistance for behavioral and health conditions), and innovative housing solutions such as tiny homes, RV parks, and transitional housing.

If a jurisdiction provides estimates of the at-risk population(s), it should also include a description of the operational definition of the at-risk group and the methodology used to generate the estimates:

Households at risk of becoming homeless include those extremely low-income households with a severe housing cost burden (spending 50 percent or more of their income on housing). According to the CHAS data (Table 10), 204

extremely low-income renter-households and 860 extremely low-income owner-households in the Urban County had a severe cost burden.

Specify particular housing characteristics that have been linked with instability and an increased risk of homelessness

Monterey County faces significant challenges related to poverty and housing, including a higher-than-average cost of living, a severe lack of affordable housing. Many low-income residents, particularly farmworkers and families, struggle with inadequate housing and low-wage jobs in industries like agriculture, hospitality, and tourism. Lower income households with a housing cost burden are more likely to lose their homes in the event of loss of employment or other unexpected expenses. As shown in Table 9 and Table 10, 2,009 extremely low income renter households had a cost burden (over 30 percent of income), and 204 extremely low income renter-households had a severe costs burden (over 50 percent of income). In owner households, 1,152 extremely low-income households had a cost burden (over 30 percent of income) and 860 extremely low-income owner-households in the had a severe cost burden (over 50 percent of income).

The effects of the Covid pandemic, inflation, and severe weather events—especially flooding from the Pajaro River levee breach in 2023—have further exacerbated the situation, displacing many migrant agricultural workers and worsening housing shortages. Housing costs and low incomes are particularly challenging for people experiencing homelessness. In the Monterey County 2024 Homeless Point-in-Time Census the inability to afford rent and a lack of employment/underemployment were the two biggest obstacles to obtaining permanent housing.

Discussion

See discussions above.

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NA-15 Disproportionately Greater Need: Housing Problems – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

Per HUD direction as a result of Executive Order 14151, all sections regarding disproportionate needs by race/ethnicity are no longer needed.

A disproportionate housing need refers to any group that has a housing need which is at least 10 percentage points higher than the total population. The following tables identify the extent of housing problems by income and race.

0%-30% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	3,186	627	0
White	1,117	385	0
Black / African American	58	0	0
Asian	94	8	0
American Indian, Alaska Native	10	0	0
Pacific Islander	4	0	0
Hispanic	1,891	181	0

Table 13 - Disproportionally Greater Need 0 - 30% AMI

Data Source: 2016-2020 CHAS

*

The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost Burden greater than 30%

30%-50% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	3,605	1,217	0
White	1,236	637	0
Black / African American	25	0	0
Asian	42	14	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	4	0

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Hispanic	2,301	548	0

Table 14 - Disproportionally Greater Need 30 - 50% AMI

Data Source: 2016-2020 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

50%-80% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	3,990	2,843	0
White	1,452	1,148	0
Black / African American	50	15	0
Asian	23	77	0
American Indian, Alaska Native	25	0	0
Pacific Islander	0	0	0
Hispanic	2,380	1,499	0

Table 15 - Disproportionally Greater Need 50 - 80% AMI

Data Source: 2016-2020 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost Burden greater than 30%

80%-100% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,895	1,787	0
White	755	849	0
Black / African American	19	0	0
Asian	68	64	0
American Indian, Alaska Native	0	44	0
Pacific Islander	4	0	0
Hispanic	986	802	0

Table 16 - Disproportionally Greater Need 80 - 100% AMI

DRAFT

Data Source: 2016-2020 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost Burden greater than 30%

Discussion

To understand which populations, have a "Disproportionately Greater Need," a baseline has been established to show the percent of households in the entire Urban County that are experiencing housing problems. This baseline is the number of households within each income category that have one or more of the four housing problems in the Urban County, divided by the total number of households in that income category as a whole (Table 13, Table 14, Table 15 and Table 16). These baseline percentages are:

- 83.6 percent for 0% - 30% of AMI (ex. 3,186/3813,)
- 74.8 percent for 30% - 50% of AMI
- 58.4 percent for 50% - 80% of AMI
- 51.5 percent for 80% - 100% of AMI

These baseline percentages have been used to assess whether any racial ethnic group shown in the following Disproportionately Greater Need Tables (Table 13, Table 14, Table 15 and Table 16) are experiencing disproportionately greater housing problems/needs.

- Among extremely low-income households (0% - 30% of AMI) in the Urban County overall, 83.6 percent of households have one more housing problems. Black/African American (100 percent), American Indian and Alaska Native (100 percent), and Pacific Islander (100 percent) households are disproportionately affected by these problems.
- Among low-income households (31% to 50% of AMI) in the Urban County overall, 74.8 percent of households have one more housing problems. Black/African American (100 percent) households have one or more of the four housing problems and are disproportionately affected by these problems.
- Among moderate income households (51% to 80% AMI) in the Urban County overall, 58.4 percent of households have one more housing problems. Black/African American (76.9 percent) and American Indian and Alaska Native (100 percent) households have one or more of the four housing problems and are disproportionately affected by housing problems.
- Among middle income households (81% to 100% of AMI) in the Urban County overall, 51.5 percent of households have one more housing problems. Black/African American (100 percent) and Pacific Islander (100 percent) households have one or more of the four housing problems and are disproportionately affected by housing problems.

DRAFT

NA-20 Disproportionately Greater Need: Severe Housing Problems – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

A disproportionate housing need refers to any group that has a housing need which is at least 10 percentage points higher than the total population. The following tables identify the extent of severe housing problems by income and race. Severe housing problems include inadequate housing; severe overcrowding (1.51 persons or more per room); and housing cost burden of 50 percent.

0%-30% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	2,661	1,163	0
White	920	594	0
Black / African American	18	40	0
Asian	76	26	0
American Indian, Alaska Native	10	0	0
Pacific Islander	4	0	0
Hispanic	1,633	445	0

Table 17 – Severe Housing Problems 0 - 30% AMI

Data Source: 2016-2020 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

30%-50% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	2,405	2,407	0
White	923	940	0
Black / African American	25	0	0
Asian	23	33	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	4	0
Hispanic	1,436	1,419	0

Table 18 – Severe Housing Problems 30 - 50% AMI

Data Source: 2016-2020 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

50%-80% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	2,229	4,600	0
White	799	1,809	0
Black / African American	40	25	0
Asian	23	77	0
American Indian, Alaska Native	25	0	0
Pacific Islander	0	0	0
Hispanic	1,301	2,566	0

Table 19 – Severe Housing Problems 50 - 80% AMI

Data Source: 2016-2020 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

80%-100% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,150	2,540	0
White	466	1,156	0
Black / African American	0	19	0
Asian	15	117	0
American Indian, Alaska Native	0	44	0
Pacific Islander	0	4	0
Hispanic	644	1,139	0

Table 20 – Severe Housing Problems 80 - 100% AMI

Data Source: 2016-2020 CHAS

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

Discussion

To understand which populations have a "Disproportionately Greater Need," a baseline has been established to show the percent of households in the entire Urban County that are experiencing severe housing problems. This baseline is the number of households within each income category that have one or more of the severe housing problems in the Urban County, divided by the total number of households in that income category as a whole (Table 17, Table 18, Table 19, Table 20). These baseline percentages are:

- 69.6 percent for 0% - 30% of AMI (ex. 2,661/3824,)
- 50.0 percent for 30% - 50% of AMI
- 32.6 percent for 50% - 80% of AMI
- 31.2 percent for 80% - 100% of AMI

These baseline percentages have been used to assess whether any racial ethnic group shown in the following Disproportionately Greater Need Tables (Table 17, Table 18, Table 19, Table 20) are experiencing disproportionately greater housing problems/needs.

Among extremely low-income households (0% - 30% of AMI) in the Urban County overall, 69.6 percent of households have one more severe housing problems. American Indian and Alaska Native (100 percent), and Pacific Islander (100 percent) households are disproportionately affected by these problems.

Among low-income households (31% to 50% of AMI) in the Urban County overall, 50.0 percent of households have one more severe housing problems. Black/African American (100 percent) households have one or more of the four housing problems and are disproportionately affected by these problems.

Among moderate income households (51% to 80% AMI) in the Urban County overall, 32.6 percent of households have one more severe housing problems. Black/African American (100 percent) households have one or more of the four housing problems and are disproportionately affected by housing problems.

Among middle income households (81% to 100% of AMI) in the Urban County overall, 31.2 percent of households have one more housing problems. Black/African American (61.5 percent) and American Indian and Native American (100 percent) households are disproportionately affected by housing problems in this income group.

DRAFT

NA-25 Disproportionately Greater Need: Housing Cost Burdens – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction:

A disproportionate housing need refers to any group that has a housing need which is at least 10 percentage points higher than the total population. The following tables identify the extent of housing cost burden by race.

Housing Cost Burden

Housing Cost Burden	<=30%	30-50%	>50%	No / negative income (not computed)
Jurisdiction as a whole	25,856	8,059	5,791	228
White	14,554	3,442	3,099	154
Black / African American	117	128	83	0
Asian	997	208	154	8
American Indian, Alaska Native	69	0	10	0
Pacific Islander	29	39	4	0
Hispanic	9,196	4,136	2,368	70

Table 21 – Greater Need: Housing Cost Burdens AMI

Data Source: 2016-2020 CHAS

Discussion:

Overall, in the Urban County, 34.7 percent of the households had a housing cost burden of over 30 percent (Table 21). Specifically, 20.2 percent had a housing cost burden of 30 to 50 percent, and 14.5 percent had a housing cost burden of over 50 percent. Among these households impacted with cost burden, Black/African American (64.3 percent) and Pacific Islander (59.7 percent) households were more disproportionately impacted by a housing cost burden compared to the Urban County overall.

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NA-30 Disproportionately Greater Need: Discussion – 91.205(b)(2)

Are there any Income categories in which a racial or ethnic group has disproportionately greater need than the needs of that income category as a whole?

Please see discussions provided under specific needs by income group presented earlier.

If they have needs not identified above, what are those needs?

Housing needs of low- and moderate-income minority households have been previously identified.

Are any of those racial or ethnic groups located in specific areas or neighborhoods in your community?

Figure 1 identifies the Low- and Moderate-Income Areas in Monterey County. As shown, unincorporated areas are concentrated along the central portion of the coastline south of Big Sur; in the northern areas of the County in and around Salinas, Castroville and Prunedale; and the easter

A minority "concentration area" is defined as an area whose proportion of minority population is greater than the overall Monterey County average (71 percent). The minority concentration areas in the Urban County (Figure 2) range from 73 percent near the community of Pinedale to 99 percent in the City of Greenfield. As can be seen from the figures, many of the of the low- and moderate-income areas were also identified as minority concentration areas

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Figure 1: Low and Moderate Income Areas in Monterey Urban County

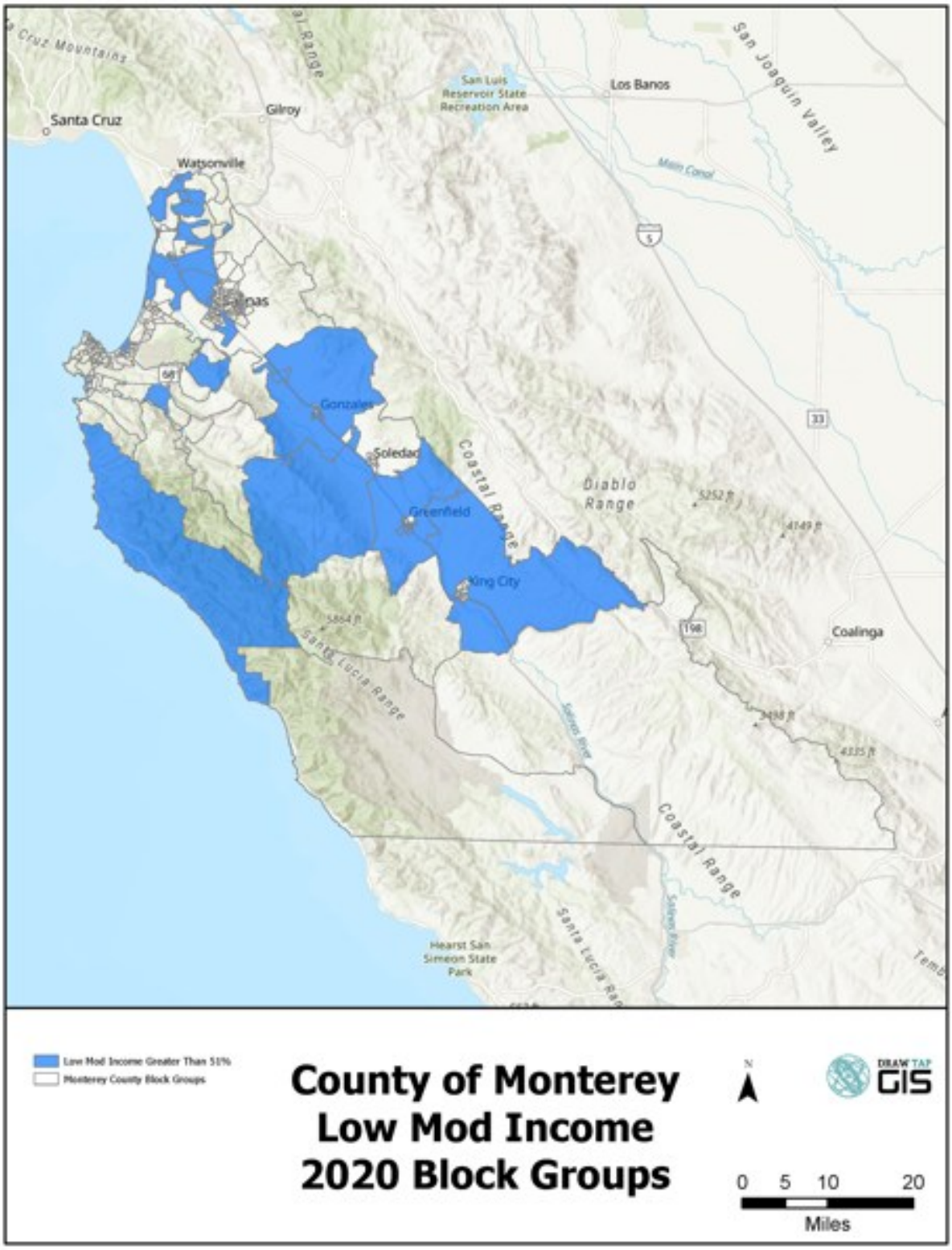
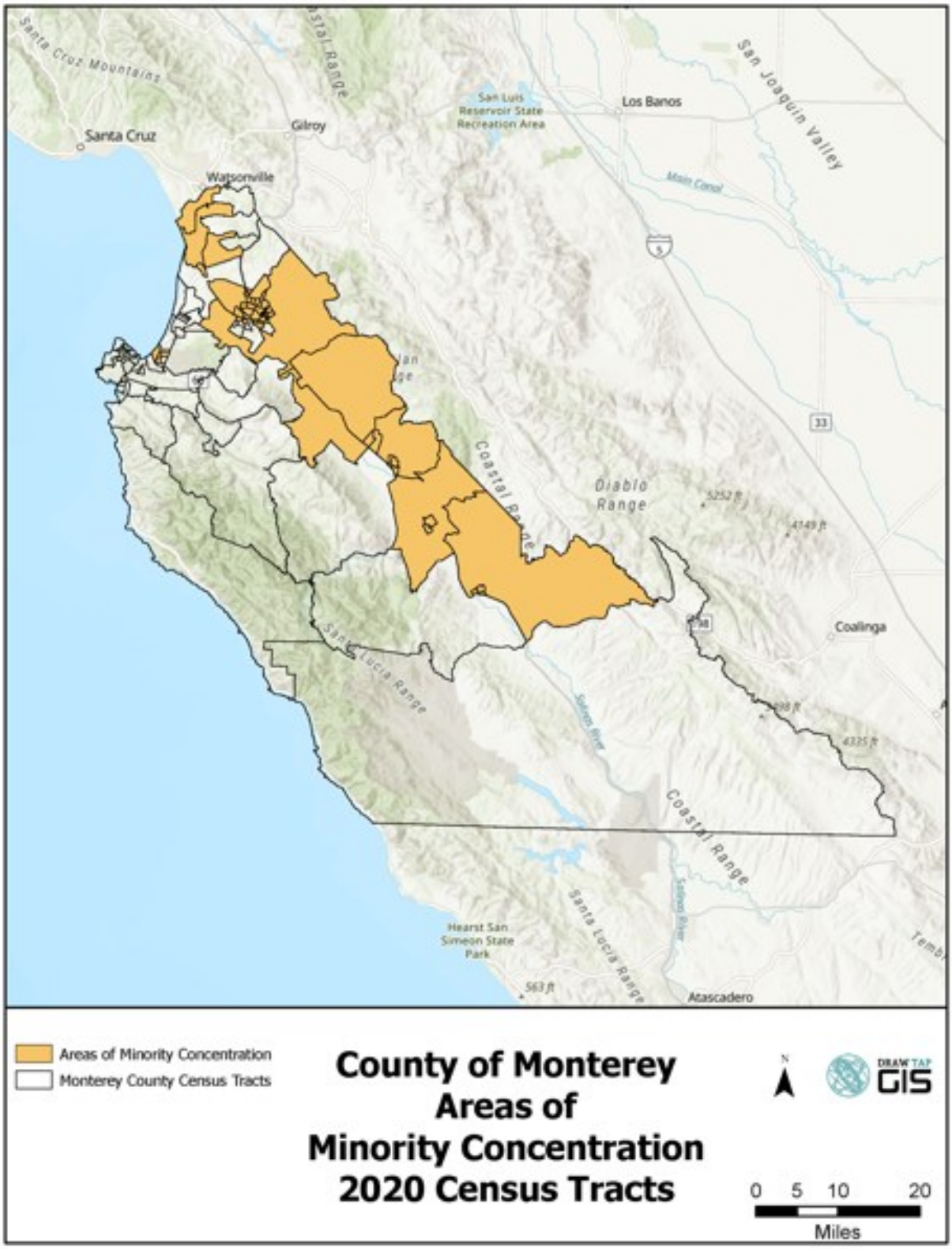


Figure 2: Areas of Minority Concentration in Monterey Urban County



NA-35 Public Housing – 91.205(b)

Introduction

The Housing Authority of the County of Monterey (HACM) is a public agency that provides rental assistance and manages affordable housing throughout Monterey County. HACM also administers Housing Choice Vouchers (Section 8). The Housing Choice Voucher is a rent subsidy program that helps lower-income (up to 50 percent AMI) families and seniors pay rents in private units. Voucher recipients pay a minimum of 30 percent of their income toward their contract rent, and the local housing authority pays the difference through federal funds up to the payment standard (fair market rent) established by the HACM. The County of Monterey currently has an allocation by HUD of 4,442 Housing Choice Vouchers (HCV), and there are currently 4,091 applicants on the HCV waiting list.

HACM has converted all its public housing units to Project-Based Rental Assistance and does not currently own or operate any public housing units. The HACM has established the Monterey County Housing Authority Development Corporation (HDC) to manage former public housing developments. There are 22 properties with 1,091 units under HDC management. Approximately one-quarter of the units are restricted to farmworker families. Another quarter of the units are restricted to seniors or persons with disabilities.

Six HDC-managed affordable housing projects are located in the Urban County area.

- HDC has three properties in the unincorporated areas of the Urban County, including the 48-unit Paseo de las Rosas in Castroville and 29-unit Vista del Valle in Chualar. Two of the properties are restricted to occupancy by farmworker families and the third is restricted to seniors or persons with disabilities.
- HDC has two housing developments in Gonzales, the 20-unit Casa de Oro and 30-unit Casa Santa Lucia. Casa de Oro is restricted to seniors or persons with disabilities.
- HDC has one housing development in Greenfield, the 50 unit Los Ositos. This property is restricted to seniors.
- One development in Marina with 56 units.

Totals in Use

	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project-based	Tenant-based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers in use	0	0	566	3,595	241	3,230	72	43	0

Table 22 - Public Housing by Program Type

***includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**

Data Source: PIC (PIH Information Center)

Characteristics of Residents

	Program Type							
	Certificate	Mod-Rehab	Public Housing	Vouchers				
				Total	Project-based	Tenant-based	Special Purpose Voucher	
							Veterans Affairs Supportive Housing	Family Unification Program
Average Annual Income	0	0	17,604	15,599	14,579	15,701	11,802	15,814
Average length of stay	0	0	7	7	2	7	0	5
Average Household size	0	0	3	2	2	2	1	3
# Homeless at admission	0	0	0	0	0	0	0	0
# of Elderly Program Participants (>62)	0	0	140	1,113	67	1,030	15	1
# of Disabled Families	0	0	84	916	64	816	28	8
# of Families requesting accessibility features	0	0	566	3,595	241	3,230	72	43
# of HIV/AIDS program participants	0	0	0	0	0	0	0	0
# of DV victims	0	0	0	0	0	0	0	0

Table 23 – Characteristics of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Race of Residents

	Program Type								
Race	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project-based	Tenant-based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
White	0	0	528	3,196	222	2,877	48	40	0
Black/African American	0	0	27	266	12	230	21	3	0
Asian	0	0	3	82	1	80	1	0	0
American Indian/Alaska Native	0	0	5	38	4	33	1	0	0
Pacific Islander	0	0	3	13	2	10	1	0	0

Program Type									
Race	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project -based	Tenant -based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
Other	0	0	0	0	0	0	0	0	0
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 24 – Race of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Ethnicity of Residents

Program Type									
Ethnicity	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project -based	Tenant -based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
Hispanic	0	0	480	2,222	138	2,036	10	29	0
Not Hispanic	0	0	86	1,373	103	1,194	62	14	0
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 25 – Ethnicity of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Section 504 Needs Assessment: Describe the needs of public housing tenants and applicants on the waiting list for accessible units:

HACM no longer operates any public housing developments and therefore does not maintain a waitlist for public housing. As shown in Table 22, there were 566 families in the HACM-managed developments who presumably required accessibility features.

Most immediate needs of residents of Public Housing and Housing Choice voucher holders

Housing Authority County of Monterey (HACM) owned and managed six public housing projects located in the Urban County area. These projects developments were converted from Public Housing to Project-Based Rental Assistance. The HACM has established the Monterey County Housing Authority Development Corporation (HDC) to manage former public housing developments.

Updated Housing Choice Voucher data provided by the Housing Authority is available only for the entire County. The County of Monterey currently has an allocation by HUD of 4,442 Housing Choice Vouchers (HCV), and there are currently 4,091 applicants on the HCV waiting list.

Overall, the need for affordable housing in the Urban County is high, based on the extent of housing problems illustrated by the CHAS data presented earlier. Many low-income residents, particularly farmworkers and families, struggle with inadequate housing and low-wage jobs in industries like agriculture, hospitality, and tourism. In addition to affordable

housing, the service needs of Housing Choice voucher holders often include: affordable childcare and after-school recreation and enrichment programs and affordable health care, among others.

How do these needs compare to the housing needs of the population at large

Housing needs in the Urban County area generally reflect the housing needs countywide (refer to discussions above). However, many communities within the unincorporated areas are rural and isolated. Extending/improving infrastructure to better serve the Urban County residents may be more critical compared to other more urbanized cities in the County.

Discussion

See discussions above.

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NA-40 Homeless Needs Assessment – 91.205(c)

Introduction:

The Coalition of Homeless Service Providers (CHSP) is the Continuum of Care (CoC) for the Counties of Monterey and San Benito. Every two years, in the month of January, communities across the United States conduct a Point-in-Time (PIT) count of the local population experiencing homelessness. For 2024, the CoC conducted its PIT county on January 31. These counts collect information on individuals and families residing in temporary shelters and places not meant for human habitation and ultimately help the federal government to better understand the nature and extent of homelessness nationwide. As required by the HUD, jurisdictions receiving federal funding to provide homeless services, CoCs must report the findings of their local PIT count to HUD. Information gathered through the PIT survey is used by the CHSP to understand the issues associated with homelessness, including causes of homelessness, service needs of the homeless, the region's unmet housing needs, and trends over time of homelessness in the region.

A total of 2,436 persons were counted in the County of Monterey, including 553 people (23 percent) living in shelters and 1,883 unsheltered people (77 percent). Countywide, the homeless population increased by 19 percent since 2022. In the Urban County, a total of 629 persons were counted, including 443 in the unincorporated County, 162 in Marina, 21 in Greenfield, 1 in Gonzales, and 2 in Sand City. Overall, in the Urban County there were 532 unsheltered people (85 percent) and 97 sheltered people (15 percent).

If data is not available for the categories "number of persons becoming and exiting homelessness each year," and "number of days that persons experience homelessness," describe these categories for each homeless population type (including chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth):

The 2024 PIT identified a total of 2,486 people experiencing homelessness in Monterey County. Of these, approximately 25 percent (629 people) were counted in the Urban County. Overall in the County, 77 percent of individuals experiencing homelessness were unsheltered and sleeping in streets, abandoned buildings, vehicles, encampment areas, or other similar locations. In the Urban County, 97 people were sheltered and 532 were unsheltered. The sheltered population (23 percent overall in the County) was living in emergency shelters or transitional housing, which does not include people living in permanent supportive housing or participating in rapid rehousing programs.

Of the people experiencing homelessness countywide, about 33 percent (820 people) were identified as chronically homeless, an increase from 686 in 2022. Of these, 79 percent were unsheltered, and 21 percent were sheltered. Based on the proportion of people experiencing homelessness overall in the Urban County, it is estimated that 157 of these chronically homeless individuals live within the Urban County.

Families with children make up approximately 15 percent (366 people) of Monterey County's homeless population overall, a slight increase since 2022 (347 people) but a significant decrease since 2019. Of these, about 45 percent were unsheltered and 55 percent were sheltered. Based on the proportion of people experiencing homelessness overall in the Urban County, it is estimated that 91 of these individuals live within the Urban County.

Veterans comprise six percent (146 people) of the people experiencing homelessness in the County overall, a decrease since 2022. About 55 percent of these individuals were unsheltered and 45 percent were unsheltered. Based on the

proportion of people experiencing homelessness overall in the Urban County, it is estimated that 37 veterans experiencing homelessness live within the Urban County.

Countywide about nine percent of the population experiencing homelessness were unaccompanied Youth (225 people), which includes both minors under 18 and transition age youth (ages 19-24). The majority of unaccompanied youth are unsheltered (90 percent). Based on the proportion of people experiencing homelessness overall in the Urban County, it is estimated that 56 of these unaccompanied youth are living in the Urban County.

Nature and Extent of Homelessness: (Optional)

Race/Ethnicity:	Percent of Total Homeless Population
White	25%
Black or African American	14%
Asian	2%
American Indian or Alaska Native	2%
Pacific Islander	2%
Multi-Race	8%
Middle Eastern or North African	1%
Hispanic	44%

Table 26: Individuals Experiencing Homelessness by Race and Ethnicity, 2024

Data Source: Monterey County 2024 Homelessness Point-In-Time Count & Report

Estimate the number and type of families in need of housing assistance for families with children and the families of veterans.

No specific information is available for these specific homeless populations in the Urban County. Information about Urban County is interpolations only.

Families with Children: Families with children make up approximately 15 percent (366 people) of Monterey County's homeless population overall. Of these, about 45 percent were unsheltered and 55 percent were sheltered. It is estimated that 91 of these individuals live within the Urban County.

Veterans: Veterans comprise six percent of the people experiencing homelessness in the County overall. About 55 percent of these individuals were unsheltered and 45 percent were unsheltered. It is estimated that 37 veterans experiencing homelessness live within the Urban County.

Describe the Nature and Extent of Homelessness by Racial and Ethnic Group.

No specific information is available for the race and ethnicity of the homeless population in the Urban County. Information about Urban County is interpolations only based on information about the race and ethnicity of the people experiencing homelessness countywide. Using this information, it is estimated that of the 629 people in the Urban County experiencing homelessness, 277 are Hispanic/Latino, 157 are White, 88 are Black or African, 50 are Multi-racial, and the remainder fall into a different racial/ethnic category.

Describe the Nature and Extent of Unsheltered and Sheltered Homelessness.

- Overall, in the County, 77 percent of individuals experiencing homelessness (1,883) were unsheltered and 23 percent (553) were sheltered. However, in the Urban County, 532 were unsheltered (85 percent) and 97 people (15 percent) were sheltered. Most unsheltered individuals in the County were sleeping outdoors or on the streets (45 percent).
- Countywide, the majority (81 percent) were already living in Monterey County when they most recently became homeless.
- Countywide, about one quarter (23 percent) of homeless survey respondents indicated they were experiencing homelessness for the first time, and 78 percent had been homeless for one year or longer.
- A majority of people experiencing homelessness (61 percent countywide) cited financial issues (job loss, eviction, etc.) as the primary cause of homelessness, followed by alcohol/drug use (44 percent countywide), legal issues (27 percent countywide), divorce/separation/breakup (25 percent countywide), and incarceration (25 percent countywide).
- Countywide, the most common obstacles cited to obtaining permanent housing were inability to afford rent (79 percent), lack of a job/income (60 percent), and lack of money for moving costs (34 percent).
- Approximately 17 percent of the County homeless population had chronic health problems. Many people also suffer from depression (50 percent), a substance use disorder (40 percent), PTSD (32 percent), physical disabilities (31 percent), and other psychiatric and emotional conditions (25 percent).

Discussion:

See discussion above.

NA-45 Non-Homeless Special Needs Assessment - 91.205 (b,d)

Introduction:

Certain households, because of their special characteristics and needs, may require special accommodations and may have difficulty finding housing due to special needs. Special needs groups may include the elderly, persons with disabilities, persons with HIV/AIDS, female-headed households, large households, and homeless persons and persons at-risk of homelessness.

Describe the characteristics of special needs populations in your community:

To the extent feasible, information specific to the Urban County is provided. If specific local information is not available, countywide data is used to generally depict the nature and extent of a special needs group.

Elderly: According to the 2019-2023 American Community Survey, about 15 percent of the County population was 65 years and over. Approximately 11 percent of the seniors 65 years and over had incomes below the poverty level. Furthermore, the 2019-2023 ACS indicates that 30 percent of persons 65 years and over had one of more disabilities. Ambulatory difficulties (18 percent), independent living difficulties (13 percent), and hearing difficulties (12 percent) were the most prolific disabilities among elderly.

Persons with Disabilities: According to the 2019-2023 ACS, nine percent of the population in Monterey County was affected by one or more disabilities. Among persons living with disabilities, independent living difficulties were the most prevalent (4.6 percent), followed closely by ambulatory difficulties (4.5 percent), and cognitive difficulties (3.8 percent). According to the Monterey County 2024 Homeless Point-in-Time Census & Survey, 52 percent of homeless survey respondents reported having at least one disabling condition.

Large Households: Large households are those with five or more members. According to CHAS data, approximately 17 percent of the households in the Urban County were large households. Of these, 41 percent had incomes below 100 percent of AMI.

Single-Parent Households: According to the 2019-2023 ACS, about 21 percent of households countywide were headed by single parents, the large majority of which were headed by females (68 percent). Data from the 2019-2023 ACS indicates that approximately 38 percent of female-headed households (5,016 households) with children in Monterey County had incomes below the poverty level.

Victims of Domestic Violence: The State of California Department of Justice recorded over 1,400 domestic violence-related calls for assistance in Monterey County in 2023. Histories of domestic violence and partner abuse are prevalent among individuals experiencing homelessness and can be the primary cause of homelessness for many. The 2024 Monterey County Homeless Point-in-Time Census and Survey found that six percent of 315 survey respondents reported currently experiencing domestic/partner violence or abuse and 34 percent reported having experienced domestic violence in their lifetime.

Farmworkers: According to the draft 2023-2031 Monterey County Housing Element, there are 26,929 agricultural workers in Monterey County and 18% are migrant workers. Farmworker occupations make up roughly 15 percent of the unincorporated County's employed population. Farmworkers are predominantly housed in the Salinas Valley, Watsonville, and Castroville near the agricultural fields. The Housing Authority of Monterey County operates 215 migrant and permanent farm labor housing units to support the housing needs of farmworkers.

The Farmworker Housing Study and Action Plan for Salinas Valley and Pajaro Valley conducted in 2018 identified current needs and strategies to provide sufficient affordable farmworker housing over the next 10 years, including for farmworkers in Monterey County. Survey data associated with the Action Plan found that 89 percent of farmworker households were renters and 93 percent of farmworker households were overcrowded. A survey of 420 farmworkers found that the median annual income was below $25,000 and 80 of farmworkers live in the region year-round.

Persons with Alcohol/Substance Abuse Addictions: The 2022 Monterey County Health Need Assessment (CHNA) is a comprehensive report on the health needs in Monterey County. The CHNA reports on a number of factors related to alcohol and substance abuse. According to the CHNA, a total of 26 percent of adults in the County are excessive drinkers. The CHNA reports that 6.1 percent of adults in the County have used an illicit drug in the past month and 11.2 percent of adults in Monterey County have used a prescription opioid in the past year. Illicit drug use was highest among very low income and LGTBQ+ residents, and opioid use was highest among very low income, Asian and LGBTQ+. Substance use has had a "great deal" of impact on 12 percent of the population in Monterey County. Among the County's homeless population, 40 percent reported having a substance use disorder, according to the 2024 Homeless Point-In-Time Count and Survey.

Veterans: According to the 2019-2023 ACS, 4.5 percent (14,289 people) of the Monterey County population were veterans. Approximately six percent (146 people) of the homeless persons identified in the 2024 Monterey County Homeless Census and Survey were veterans, the majority of which (55 percent) were unsheltered. This is a decrease since the 2022 and 2019 counts.

What are the housing and supportive service needs of these populations and how are these needs determined?

The housing and supportive service needs of these populations are determined through a combination of data analysis, surveys, public hearings, and similar outreach. Information is gathered from a variety of sources, including those listed in the overview above.

Elderly

As with all populations in the County, high housing costs are a challenge for older people. In the Urban County, over 4,600 elderly households within incomes less than 80 percent of AMI are cost burdened or severely cost burdened. Because seniors are more likely to have a fixed income, they may be less able to respond easily to increases in housing costs. In addition, older people are more likely to have ambulatory and independent living difficulties. This indicates a need for programs to assist with maintenance and repairs for lower income elderly homeowners, as well as programs to improve accessibility within owner and renter homes, and/or provide supportive services such as home healthcare and transportation services. Specialized housing such as assisted living facilities or congregate care homes are also needed for this population, who may also require relocation assistance to move into these facilities or into homes that better accommodate their mobility needs. Older populations are also more vulnerable to health impacts from disease and chronic conditions, but due to low levels of health insurance in the County they may have difficulty accessing and paying for adequate healthcare.

Resources for elderly residents in the Urban County include:

- ECHO – provide fair housing information and education
- Legal Services for Seniors – provide direct legal services to low-income seniors

- Alliance on Aging (AOA) - will expand its presence by securing a location in UMC of Gonzales where staff can provide direct services to older adults on a regularly scheduled basis. Clients will have access to the full range of AOA's services at this site. The program services AOA offers to provide financial relief to older adults through tax refunds, lower-cost health coverage, benefit and discount programs, and the fact that services are at no cost to the senior.
- CHISPA: Non-profit housing developer in Monterey County that offers affordable rentals for families and seniors who qualify by income.

Persons with Disabilities

Ambulatory difficulties, cognitive difficulties, and independent living difficulties were the more prevalent disability types in Monterey. Disabled persons could benefit from universal design accommodations, adaptive equipment, or other features in their home. These individuals and their families would also benefit from a variety of supportive services including health care programs, respite care, special education services, independent living assistance, and transportation services. Due to low levels of health insurance in the County they may have difficulty accessing and paying for adequate healthcare.

Resources for persons with disabilities in the Urban County include:

- Central Coast Center for Independent Living (CCCIL) will provide housing and case management services to people with disabilities in the County.
- Interim, Inc – Permanent Supportive Housing: Permanent supportive housing, emergency shelter, crisis
- residential, and transitional housing for individuals with severe mental illness. This program has apartments and shared housing available.
- Residential Care Facilities:
    - Adult care, residential care and adult daycare facilities are located in the following Urban County Areas:
        - Various unincorporated areas (19 facilities with a total of 346 beds)
        - Carmel Valley (2 facilities with a total of 10 beds)
        - Castroville (2 facilities with a total of 10 beds)

Large Households

In the Urban County, over 2,100 large households within incomes less than 80 percent of AMI are cost burdened or severely cost burdened, and overcrowding or severe overcrowding is a problem for over 3,300 households in the Urban County. This indicates a particular need for affordable housing that can accommodate larger households.

Resources for large families in the Urban County include:

- Bay Area Community Services: Operates the SHARE Center, Monterey County's largest housing navigation center.
- Catholic Charities of the Diocese of Monterey: Eviction prevention assistance, financial education, nutrition education, and assistance with Covered California and CalFresh applications. Rental assistance is available November – March.
- CHISPA: Non-profit housing developer in Monterey County that offers affordable rentals for families and seniors who qualify by income.
- Eden Housing: Affordable apartment rentals for extremely low, very low and low-income families.

- Monterey County Department of Social Services: Provides temporary public assistance benefits and services to assist eligible residents of Monterey County in meeting basic needs. Programs include temporary cash assistance for needy families (cashaid), general assistance, Medi-Cal, CalFresh, and CalWORKs.Eligibility for these public benefits is based on income and resource levels.

Single-Parent Households

Single-parent households in Monterey County are more likely to have incomes below poverty level compared to married-couple families (31 percent of single-parent families vs. 6 percent of married-couple families according to the 2019-2023 ACS). Single-parent households typically have needs for affordable housing, quality childcare and other youth services, as well as transportation services.

Resources for Single-Parent Households (in addition to services included above):

- Gathering for Women: enter with support services and refuge for women experiencing housing insecurity in the Monterey Peninsula. The center provides women with a caring community, meals, showers, needed clothing, case management, comprehensive resource support, limited emergency assistance, education to promote their health and safety, and connections to community service providers.

Victims of Domestic Violence

Victims of domestic violence often need transitional housing and other supportive services (such as legal, counseling, affordable childcare, and employment training) to help them leave the abusive environment, gain financial self-sufficiency, and avoid homelessness. The Domestic Violence Coordinating Council of Monterey County improves coordination between agencies/departments/the courts to better service victims of domestic violence. The Council may establish procedures, conduct reviews, develop policies, and take all other actions necessary to further the board objectives of responsiveness to domestic violence and related issues.

Resources for Domestic Violence Victims (in addition to those resources listed above):

- The program offers assistance with rent, security deposit, utilities, and childcare payments and gives victims of domestic violence and human trafficking the tools they need to become financially stable.

Farmworkers

Low wages for agricultural jobs and insufficient affordable housing are a particular challenge for the County's farmworker population. The Farmworker Housing Study and Action Plan for Salinas Valley and Pajaro Valley identified permanent housing for year-round farmworkers as the greatest need for this population, particularly for married couples and couples with children.

Resources for Farmworkers (in addition to those resources listed above):

- Housing Authority of the County of Monterey (HACM): The HACM operates Migrant and Permanent Farm Labor units for a total of 215 housing units for farmworker households.

Persons with Drug/Alcohol Addictions

Substance abuse services (such as rehabilitation) and prevention services are needed in conjunction with housing for people recovering from addiction. Due to low levels of health insurance in the County they may have difficulty accessing and paying for adequate healthcare to address the physical and mental health problems associated with addiction.

Resources for Persons with Drug/Alcohol Additions (in addition to those resources listed above):

- The Boys and Girls Club of Monterey County will offer the Skills Mastery and Resistance Training (SMART) program to youth. The SMART programs have been identified by the Center for Substance Abuse (CSAP) as a model program and are recognized in the National Registry of Effective Prevention Programs.

Veterans

About six percent of veterans in Monterey County have incomes below poverty level and have a particular need for affordable housing at their income level. In addition, about 33 percent have at least one disability, and will have needs consistent with other people with disabilities.

Resources for Veterans (in addition to those resources listed above):

- The Veterans Transition Center in Marina - regional hub for veterans' service delivery. The center provides necessary support services and housing programs including emergency, transitional, and permanent supportive housing for veterans.
- Veterans Transition Center – Coming Home GPD Program: transitional housing program for single, married, and veterans with minor dependents. The program provides access to case management, a clothes closet, food, and other supportive services.
- Veterans Transition Center – Permanent Supportive Housing: Permanent Supportive Housing for unaccompanied Veterans and Veterans for Families.
- Veterans Transition Center – HCHV ERS: Emergency residential shelter in the City of Marina for unaccompanied veterans.

Discuss the size and characteristics of the population with HIV/AIDS and their families within the Eligible Metropolitan Statistical Area:

According to the County of Monterey Health Department, the number and rate of new HIV diagnoses among Monterey County residents was 25 for 2022. According to the California HIV Surveillance Report for 2022, the number of persons living with diagnosed HIV infection in Monterey County totaled 791.

Below is a breakdown by characteristic for the County for the years 2016-2018, the most recent years that data was available.

Rate of new HIV diagnoses among Monterey County residents by gender and age group: 2016-2018

Age Group (Years)	Male Rate per 100,000 Population	Female Rate per 100,000 Population
<1	0.0	0.0
1 to 14	0.0	0.0
15 - 24	25.5	2.3
25 - 34	28.7	6.4
35 - 44	28.2	4.9
45 - 54	27.3	2.8
55 - 64	14.1	1.4
65+	5.2	0.0
Total	17.7	2.4

Data Source: County of Monterey Health Department, HIV - Local Data.

Rate of new HIV diagnoses among Monterey County residents by racial and ethnic group: 2016-2018:

Racial and Ethnic Group	Rate per 100,000 Population
Asian & Pacific Islander, Non-Hispanic	5.4
Black or African-American, Non-Hispanic	24.8
Hispanic, Any Race	11.1
Multi-Racial & Other, Non-Hispanic	2.8
White, Non-Hispanic	8.3
Total	10.2

Data Source: County of Monterey Health Department, HIV - Local Data.

If the PJ will establish a preference for a HOME TBRA activity for persons with a specific category of disabilities (e.g., persons with HIV/AIDS or chronic mental illness), describe their unmet need for housing and services needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2) (ii))

Not Applicable. The Urban County does not receive HOME funds as an entitlement jurisdiction.

Discussion:

See discussion above.

NA-50 Non-Housing Community Development Needs – 91.215 (f)

Describe the jurisdiction's need for Public Facilities:

The Urban County has extensive needs for public facilities. These include, but are not limited to the following:

- **Community Facilities:** The Urban County has a general lack of community facilities, including park and recreational facilities, childcare centers, community centers, health care facilities, and fire protection equipment. Existing facilities are also aging and inadequate to serve the residents.
- **Accessibility Improvements to Public Facilities:** Most existing public facilities in the Urban County were constructed prior to 1990 and therefore do not meet ADA (Americans with Disabilities) accessibility standards.

How were these needs determined?

Public facility needs in the Urban County were determined based on the following:

- Comments received during the community outreach process
- Discussions with staff of the County and participating jurisdictions.

County staff visited each participating jurisdiction and attended a public hearing before the City Councils to discuss community development needs.

Describe the jurisdiction's need for Public Improvements:

The Urban County has extensive needs for public improvements, including:

- **Street and Sidewalk Improvements:** Improvements are needed to address safety and traffic issues. In addition, ramps and curb cuts are needed to meet ADA accessibility requirements.
- **Drainage Improvements:** Many communities in the Urban County area are impacted by flooding issues, especially in the Boronda community.
- **Water and Sewer Infrastructure and Services:** Extension/improvement of water and sewer lines are needed to serve low and moderate income households and to facilitate economic development activities.

How were these needs determined?

Public Improvement needs in the Urban County were determined based on the following:

- Comments received during the community outreach process
- Discussions with staff of the County and participating jurisdictions.

Describe the jurisdiction's need for Public Services:

Given the geographic spread of the Urban County area, many remote and rural communities do not have adequate access to public and supportive services. Service needs in the Urban County include, but are not limited to, the following:

- Transportation services;
- Anti-crime programs;
- Youth/childcare programs;
- Health/mental health services;
- Senior programs;
- Services for the disabled;
- Economic development programs; and
- Legal services

How were these needs determined?

Public service needs in the Urban County were determined based on the following:

- Comments received during the community outreach process
- Discussions with staff of the County and participating jurisdictions.

Housing Market Analysis

MA-05 Overview

Housing Market Analysis Overview:

The Urban County had a total housing stock of 46,069 units in 2020. Overall, the housing stock is comprised of about 81 percent single-family units (detached and attached), 12 percent multi-family units, and seven percent mobile homes. Approximately 68 percent of the housing units are owner-occupied, and 32 percent are renter-occupied. The housing stock in the Urban County is relatively old, with 56 percent of the housing units built prior to 1980, indicating a significant portion of the units may require substantial rehabilitation and upgrading.

While unemployment rates have improved in recent years, the regional economy has restructured and mismatches between jobs and skill sets exist. According to the 2016-2020 ACS, the unemployment rate in the Urban County was at 5.7 percent, compared to 5.1 percent in Monterey County and 6.2 percent in the State. The housing market is directly tied to the local and regional economy. Unemployment and underemployment will continue to impact the local and regional economy in the near future.

MA-10 Number of Housing Units – 91.210(a)&(b)(2)

Introduction

According to 2016-2020 ACS data, much of the Urban County's housing stock is comprised of single-family attached and detached homes (81 percent). Multi-family housing accounts for only 12 percent of total housing units in the Urban County and a majority of these dwelling units are in smaller multi-family structures containing fewer than 20 units. Mobile homes also make up a sizable portion of the housing stock in the Urban County (7 percent). Also, a vast majority (83 percent) of the Urban County's ownership housing was comprised of larger units (i.e. with three or more bedrooms). By comparison, only 44 percent of the Urban County's rental housing was comprised of larger units.

All residential properties by number of units

Property Type	Number	%
1-unit detached structure	34,690	75%
1-unit, attached structure	2,803	6%
2-4 units	2,223	5%
5-19 units	2,189	5%
20 or more units	795	2%
Mobile Home, boat, RV, van, etc	3,369	7%
Total	***46,069***	***100%***

Table 27 – Residential Properties by Unit Number

Data Source: 2016-2020 ACS

Unit Size by Tenure

	Owners		Renters	
	Number	%	Number	%
No bedroom	303	1%	880	7%
1 bedroom	614	2%	1,632	13%
2 bedrooms	3,574	13%	4,705	36%
3 or more bedrooms	22,544	83%	5,676	44%
Total	***27,035***	***99%***	***12,893***	***100%***

Table 28 – Unit Size by Tenure

Data Source: 2016-2020 ACS

Describe the number and targeting (income level/type of family served) of units assisted with federal, state, and local programs.

The Housing Authority of the County of Monterey (HACM) converted all public housing units countywide to Project-Based Rental Assistance. The former public housing units are now managed by the Monterey County Housing Authority Development Corporation (HDC). The 2023-2031 Monterey County Housing Element provides an inventory of assisted units located in unincorporated Monterey County. According to the Housing Element, there are 832 assisted units in the County serving families, the elderly, disabled, and farmworkers.

Project Name	Project Type	Affordable Units	Earliest Expiration Date
Moro Lindo Townhomes	Family	30	2046
Grey Goose Townhomes	Family	9	2049
El Cerrito Townhomes	Family	60	2056
Brooklyn Street	Family	2	2058
Nuevo Amanecer	Family	62	2060
Rippling River	Elderly/Disabled	78	2061
The Commons at Rogge Road	Family	48	2062
Jardines de Boronda	Family	15	2062
Pacific Meadows	Elderly	200	2065
Cynara Court	Family	57	2065
Sea Garden	Family	58	2067
Manzanita Place	Family	65	2068
Geil Street Apts	Family	11	2070
Camphora Apartments	Farm Labor	44	2070
Castroville Farm Labor Housing Center	Farm Labor	48	2074
Artichoke Inn	Family	6	Perpetuity
Belmont Heights	Family	4	Perpetuity
Caterina Estates	Family	6	Perpetuity
Chualar Farm Labor Center	Farm Labor	29	Perpetuity
Total		**832 units**	

Table 29 – Assisted Units – Unincorporated Monterey County

Provide an assessment of units expected to be lost from the affordable housing inventory for any reason, such as expiration of Section 8 contracts.

The majority of the units managed by HDC and other privately owned affordable units have long-term affordability covenants due to the funding sources used (HOME, Redevelopment Housing Set-Aside, and Low Income Housing Tax Credits), which require long-term deed restrictions of low income use, or due to the requirement of the County's inclusionary housing requirements. No project is considered at risk of converting to market-rate housing during the next 10 years.

Does the availability of housing units meet the needs of the population?

Housing costs in Monterey County continue to rise at a faster rate than households incomes, in part due to the high portion of workers in lower-paying sectors such as agriculture and service, along with elevated housing prices due to the desirability of a County as a vacation destination. Households with incomes below 80 percent of AMI account for approximately 39 percent (15,439) of all households in the Urban County, and 70 percent of Urban County households have a cost burden over 30 percent of income, showing that the Urban County has a significant need for affordable housing that is not being met. In addition, there are currently over 4,000 applicants on the waiting list for Housing Choice Vouchers from the County,

There is a particular unmet need for larger rental units, as currently 34 percent of renter households in the Urban County are overcrowded or severely overcrowded. Further, with more than half of the housing units older than 45 years of age, a large portion of the Urban County's housing stock may need substantial rehabilitation and emergency repair, further contributing to high housing costs and potentially reducing the availability of high-quality housing in the County.

Describe the need for specific types of housing:

In addition to an overall need for more affordable housing throughout Monterey County, there are certain populations in the County that have specific housing needs, including farm workers, seniors, larger households, disabled people, and single female headed households. Typically, these populations have lower incomes and require housing affordable at their income levels. There are also overlaps between these populations, and they may have similar housing needs. For example, many seniors in the County also have a disability, and require housing with accommodations to support their physical needs, homes affordable on lower incomes, and homes in physical proximity to services and transportation.

Discussion

See discussion above.

MA-15 Housing Market Analysis: Cost of Housing - 91.210(a)

Introduction

One of the most important factors in evaluating a community's housing market is the cost of housing and, even more significant, whether the housing is affordable to households who live there or would like to live there. Housing problems directly relate to the cost of housing in a community. If housing costs are relatively high in comparison to household income, a correspondingly high prevalence of housing cost burden and overcrowding occurs.

As discussed in the 2023-2031 Housing Element, Zillow home price data shows median home prices in the County were $827,005 in June 2024. There were large price increases during the COVID-19 pandemic, with median home prices in the County increasing by 39 percent between 2020 to 2024, from approximately $600,000 to $800,000. Since 2014, median home prices increased by 95 percent, while median income for a family of four in Monterey County has increased by 50 percent. Rent prices have also increased significantly over the past decade, particularly from 2021 to 2024, when median rent in the County increased by 23 percent, from $2,131 to $2,622.

Cost of Housing

	Base Year: 2009	Most Recent Year: 2020	% Change
Median Home Value	369,100	559,400	52%
Median Contract Rent	1,147	1,460	27%

Table 30 – Cost of Housing

Data Source: 2000 Census (Base Year), 2016-2020 ACS (Most Recent Year)

Rent Paid	Number	%
Less than $500	1,304	10.1%
$500-999	3,180	24.6%
$1,000-1,499	4,128	32.0%
$1,500-1,999	2,427	18.8%
$2,000 or more	1,831	14.2%
Total	***12,870***	***99.6%***

Table 31 - Rent Paid

Data Source: 2016-2020 ACS

Housing Affordability

Number of Units affordable to Households earning	Renter	Owner
30% HAMFI	538	No Data
50% HAMFI	2,442	475
80% HAMFI	7,290	1,525
100% HAMFI	No Data	2,706
Total	***10,270***	***4,706***

Table 32 – Housing Affordability

Data Source: 2016-2020 CHAS

Monthly Rent

Monthly Rent ($)	Efficiency (no bedroom)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Fair Market Rent	$2,414	$2,479	$2,982	$4,025	$4,383
High HOME Rent	$1,486	$1,594	$1,914	$2,204	$2,439
Low HOME Rent	$1,158	$1,241	$1,490	$1,721	$1,920
Urban County Market Rents (median)	$2,198	$2,291	$2,895	$4,800	$7,000

Table 33 – Monthly Rent

Data Source: HUD FMR and HOME Rents, 2025 survey of available rental properties on Realtor.com and Zillow.com.

Is there sufficient housing for households at all income levels?

Table 6 shows the number of households by income level in the Urban County and Table 32 shows the number of available units affordable for each income level in the Urban County. According to the CHAS data, mismatches in terms of supply and affordability exist in the Urban County. There are 3,780 households earning less than 30 percent of AMI in the County (**Error! Reference source not found.**); however, there are only 538 dwelling units affordable to those a t this income level (Table 32). Similarly, there are 4,825 households earning between 31 and 50 percent of AMI and only 2,917 housing units affordable to those at this income level. While there are adequate units available for households earning 51-80 percent of AMI (8,815 units for 6,834 households), there were not enough units available for households earning 81-100 percent of AMI (2,706 units for 3,714 households). In addition, a housing unit affordable to a particular income group does not mean the unit is actually occupied by a household in that income group. Therefore, the affordability mismatches may be more severe than what is presented by the CHAS data.

How is affordability of housing likely to change considering changes to home values and/or rents?

Both mortgage and rent costs have increased at a faster pace than incomes in Monterey County over the past several years. Constraints such as limited availability of developable land, increases the prices of construction materials, higher interest rates, and lack of public subsidies for affordable housing developers mean that this pattern of rising housing costs is likely to continue, and lack of housing affordability will be a significant problem in the County in the coming years.

How do HOME rents / Fair Market Rent compare to Area Median Rent? How might this impact your strategy to produce or preserve affordable housing?

Based on a survey of rental listings on Zillow and Realtor.com in February 2025, market rents in the Urban County area vary by location and bedroom size, with median market rents ranging from $2,198 for efficiency (0-bedroom) units to $7,000 for units with four or more bedrooms. However, the price range is influenced in parts of the unincorporated county by extreme luxury rentals with monthly costs of $20,000 or more. For example, in the unincorporated county there are currently 9 rental properties with four or more bedrooms available, and the range of rents is from a minimum of $4,700 per month to a maximum of $55,000 per month.

Market rents for efficiency, one-bedroom, and two-bedroom units are generally comparable to HUD Fair Market Rents, while market rents for units with three or more bedrooms exceed Fair Market Rents. While the Urban County desires

to de-concentrate affordable housing, market economics dictate that affordable housing may not be financially feasible or cost-effective in certain locations.

Discussion

Table 9 shows that there are 5,318 renter households and 4,163 owner households in the Urban County with a housing cost burden greater than 30 percent. In addition, Table 10 shows that there are 1,277 renter households and 1,964 owner households with a housing cost burden greater than 50 percent. Paying a disproportionate amount of money for housing can impact quality of life and lead to additional housing problems such as overcrowding.

MA-20 Housing Market Analysis: Condition of Housing – 91.210(a)

Introduction

To adequately meet the needs of residents, housing within a city should be in usable condition without hazards such as lead-based paint. Housing units in poor condition create a risk to residents, as well as potential costs to the County or housing providers. This section documents the condition of housing throughout Monterey County.

Describe the jurisdiction's definition of "standard condition" and "substandard condition but suitable for rehabilitation":

The term "standard housing condition" is defined as a dwelling unit being in conformance with California State Health and Safety codes. Under that definition, substandard conditions pursuant to the State Health and Safety Code 17920.3, would involve a dwelling with any of the following conditions that would pose a danger to health or safety: (a) inadequate sanitation, (b) structural hazards, (c) nuisances, (d) wiring, (e) plumbing, (f) mechanical equipment, (g) faulty weather protection, (h) risk of fire or explosion, and other unsafe conditions. A substandard unit is generally considered suitable for rehabilitation if the cost of rehabilitation does not exceed 75 percent of the unit's replacement value.

Condition of Units

Condition of Units	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
With one selected Condition	8,597	32%	6,224	48%
With two selected Conditions	490	2%	1,323	10%
With three selected Conditions	29	0%	4	0%
With four selected Conditions	0	0%	0	0%
No selected Conditions	17,920	66%	5,354	41%
Total	***27,036***	***100%***	***12,905***	***99%***

Table 34 - Condition of Units

Data Source: 2016-2020 ACS

Year Unit Built

Year Unit Built	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
2000 or later	3,368	12%	2,311	18%
1980-1999	8,293	31%	3,511	27%
1950-1979	13,248	49%	5,621	44%
Before 1950	2,080	8%	1,463	11%
Total	***26,989***	***100%***	***12,906***	***100%***

Table 35 – Year Unit Built

Data Source: 2016-2020 CHAS

Risk of Lead-Based Paint Hazard

Risk of Lead-Based Paint Hazard	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
Total Number of Units Built Before 1980	15,328	57%	7,084	55%
Housing Units build before 1980 with children present	3,641	13%	1,912	15%

Table 36 – Risk of Lead-Based Paint

Data Source: 2016-2020 ACS (Total Units) 2016-2020 CHAS (Units with Children present)

Vacant Units

	Suitable for Rehabilitation	Not Suitable for Rehabilitation	Total
Vacant Units	NA	NA	NA
Abandoned Vacant Units	NA	NA	NA
REO Properties	NA	NA	NA
Abandoned REO Properties	NA	NA	NA

Table 37 - Vacant Units

Need for Owner and Rental Rehabilitation

Housing age can indicate general housing conditions within a community, as housing is subject to gradual deterioration over time. Typically housing over 30 years in age is likely to need rehabilitation work to major elements of the structure, such as roofing, siding, plumbing and electrical systems. According to 2016-2020 CHAS data, a majority of the Urban County's housing stock was constructed prior to 1980. Approximately 49 percent of owner-occupied housing and 44 percent of renter-occupied housing in the Urban County is over 45 years old (built before 1980).

Table 7 presents the number of housing units in Monterey County with one or more housing problems, including: 1) lack of complete plumbing facilities, 2) lack of complete kitchen facilities, 3) more than one person per room, and 4) cost burden greater than 30 percent. As presented, approximately 34 percent of owner units have one or more of these problems (or "conditions"), and approximately 58 percent of renter units have one or more problems. For lower and moderate-income households (households earning up to 100 percent of AMI), cost burden is the primary housing problem, with 63 percent of renter households and 80 percent of owner households having a cost burden over 30 percent of income.

Estimated Number of Housing Units Occupied by Low- or Moderate-Income Families with LBP Hazards

Housing age is the key variable used to estimate the number of housing units with lead-based paint (LBP). Starting in 1978, the federal government prohibited the use of LBP on residential property. The potential for housing to contain LBP varies depending on the age of the housing unit. A national study by the Environmental Protection Agency estimates that 60 percent of all residential structures built prior to 1980 contain LBP. Housing built prior to 1940, however, is much more likely to contain LBP (estimated at 87 percent of housing units). Not all units with LBP present a hazard. Properties most at risk include structures with deteriorated paint, chewable paint surfaces, friction paint surfaces, and deteriorated units with leaky roofs and plumbing.

According to the 2016-2020 ACS, approximately 57 percent of owner-occupied housing and 55 percent of renter-occupied housing in the Urban County was built prior to 1980. Using the 60 percent national average of potential LBP hazard, an estimated 14,557 units (9,197 owner-occupied units and 4,250 renter-occupied units) may contain LBP. Of the total units built before 1980, 13 percent of owner-occupied units and 15 percent of renter-occupied units have children present.

Discussion

In 2022 a windshield survey was conducted of homes throughout 19 County unincorporated residential areas to review the condition of homes from the public right-of-way. This survey was limited strictly to what was visible from the street, and did not include an evaluation of the interior of any residential structures. As described in the 2023-2031 Monterey County Housing Element, County staff surveyed about 1,150 homes for visible signs of overdue maintenance or minor damage to the residential. Of these, 67 percent were considered in sound condition (no visible signs of overdue maintenance or minor damage to the residential structure's exterior, foundation, roof, or windows and doors as visible from the street). However, 58 parcels (above 5 percent of those surveyed) showed signs of damage including electrical box issues, peeling paint/stucco, window and/or door damage, roof deterioration, and foundational damage.

The following information is available about housing conditions in the participating cities from the 2023-2031 Housing Elements.

- City of Gonzales: Of the City's 2,312 housing units, 1,849 (80 percent) are 25 years or older with 852 units (37 percent) 45 years or older. Repairs and maintenance become necessary as housing ages, particularly for units more than 30 years old.
- City of Greenfield: Of the City's 4,565 housing units, approximately 2,668 units (58 percent) are 25 years or older, with 1,165 units (25 percent) 45 years or older. An updated conditions survey in 2016 found that 15 percent of units were in minor need of rehabilitation, 14 percent were in moderate need of rehabilitation, 12 percent were in substantial need of rehabilitation and less than one percent were in dilapidated condition.
- City of Marina: Of the City's 7,777 housing units, 7,175 (92 percent) are 25 years or older, with 4,268 units (55 percent) 45 years or older. The City's Building Department estimates that about 180 units (three percent of the total housing stock) require substantial rehabilitation or replacement.
- City of Sand City: Of the City's 176 units, 107 (61 percent) was built prior to 2000. A windshield survey in 2023 found that approximately six residential structures are in need of rehabilitation.

MA-25 Public and Assisted Housing – 91.210(b)

Introduction

The Housing Authority of the County of Monterey (HACM) is a public agency that provides rental assistance and manages affordable housing throughout Monterey County. HACM also administers Housing Choice Vouchers (Section 8). The Housing Choice Voucher is a rent subsidy program that helps lower-income (up to 50 percent AMI) families and seniors pay rents in private units. Voucher recipients pay a minimum of 30 percent of their income toward their contract rent, and the local housing authority pays the difference through federal funds up to the payment standard (fair market rent) established by the HACM. The County of Monterey currently has an allocation by HUD of 4,442 Housing Choice Vouchers (HCV), and there are currently 4,091 applicants on the HCV waiting list. HACM has converted all its public housing units to Project-Based Rental Assistance and does not currently own or operate any public housing units.

Totals Number of Units

Program Type									
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project -based	Tenant -based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers available	0	0	595	4,072	218	3,854	360	364	0
# of accessible units									
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 38 – Total Number of Units by Program Type

Data Source: PIC (PIH Information Center)

Describe the supply of public housing developments:

Beginning in 2015, the HACM initiated the process of converting the public housing developments into project-based rental assistance units. That conversion process has been completed. The HACM has established the Monterey County Housing Authority Development Corporation (HDC) to manage former public housing developments. There are 22 properties with 1,091 units under HDC2 management. Approximately one-quarter of the units are restricted to farmworker families. Another quarter of the units are restricted to seniors or persons with disabilities. Six HDC2-managed affordable housing projects are located in the Urban County area.

- HDC has three properties in the unincorporated areas of the Urban County, including the 48-unit Paseo de las Rosas in Castroville, and 29-unit Vista del Valle in Chualar. Two of the properties are restricted to occupancy by farmworker families and the third is restricted to seniors or persons with disabilities.
- HDC has two housing developments in Gonzales, the 20-unit Casa de Oro and 30-unit Casa Santa Lucia. Casa de Oro is restricted to seniors or persons with disabilities.
- HDC has one housing development in Greenfield, the 50-unit Los Ositos. This property is restricted to seniors.
- There are currently no housing developments located in Sand City or Del Rey Oaks.

As of 2025, all public housing has been converted into project-based rental assistance units. There are no longer public housing developments in the Urban County.

Describe the number and physical condition of public housing units in the jurisdiction, including those that are participating in an approved Public Housing Agency Plan:

There are no longer public housing units in the jurisdiction.

Public Housing Condition

Public Housing Development	Average Inspection Score
NA	NA

Table 39 - Public Housing Condition

Describe the restoration and revitalization needs of public housing units in the jurisdiction:

HACM converted all public housing units countywide to Project-Based Rental Assistance under the RAD program to make improvements and provide a long-term subsidy for the projects and preserve their affordability. As such, restoration and revitalization needs were addressed in the rehabilitation of the units at conversion.

Describe the public housing agency's strategy for improving the living environment of low- and moderate-income families residing in public housing:

The HACM no longer administers the Public Housing Program. All public housing units countywide have been converted into Project-Based Rental Assistance.

Discussion: See discussions above.

MA-30 Homeless Facilities and Services – 91.210(c)

Introduction

According to the 2024 Point in Time Count, a total of 2,436 persons were counted in the County of Monterey, including 553 people (23 percent) living in shelters and 1,883 unsheltered people (77 percent). Countywide, the homeless population increased by 19 percent since 2022. In the Urban County, a total of 629 persons were counted, including 443 in the Unincorporated County, 162 in Marina, 21 in Greenfield, 1 in Gonzales, and 2 in Sand City. Overall in the Urban County there were 532 unsheltered people (85 percent) and 97 sheltered people (15 percent). Tables below show information for the Salinas/Monterey, San Benito County Continuum of Care. Data for the Urban County only was not available.

Facilities and Housing Targeted to Homeless Households

	Emergency Shelter Beds		Transitional Housing Beds	Permanent Supportive Housing Beds	
	Year-Round Beds (Current & New)	Voucher / Seasonal / Overflow Beds	Current & New	Current & New	Under Development
Households with Adult(s) and Child(ren)	403	6	112	398	NA
Households with Only Adults	361		104	168	NA
Chronically Homeless Households	N/A		N/A	10	NA
Veterans	10		58	165	NA
Unaccompanied Youth	12		6	0	NA

Table 40 - Facilities and Housing Targeted to Homeless Households

Describe mainstream services, such as health, mental health, and employment services to the extent those services are used to complement services targeted to homeless persons

In Monterey County, mainstream services play a crucial role in complementing and enhancing services specifically targeted towards people experiencing homelessness. These mainstream services integrate with homeless assistance programs to provide comprehensive support for stability and self-sufficiency.

Health Services

Mainstream healthcare services provide essential medical care to both the housed population and people experiencing homelessness and can help prevent and treat chronic conditions that contribute to homelessness. In addition to Medicaid/MediCAL/Medicare, the California Children's Health Insurance Program (SCHIP), and CalFresh/Supplemental Nutrition Assonance Program (SNAP), key services include:

- County of Monterey Health Department - Clinics
  - Provides primary care, preventive screenings, immunizations, and chronic disease management at multiple locations.
  - Coordinates with homeless shelters and outreach teams to offer mobile medical services.
- Salinas Valley Health Mobile Clinic
  - Delivers free primary care, vaccinations, and urgent care to underserved populations, including homeless individuals.
- Natividad Hospital & Emergency Services
  - Offers inpatient and outpatient healthcare services, including an emergency room for acute medical needs.
  - Works with homeless service providers to refer patients for follow-up care and social services.
- Mee Memorial Healthcare System
  - Provides comprehensive medical services, including family medicine, pediatrics, and behavioral health care in rural areas of Monterey County.

Mental Health Services

Mental health support is a critical component of homelessness intervention, with mainstream mental health services often working alongside targeted homeless programs. Key providers include:

- Monterey County Behavioral Health – Access Program
  - Provides crisis intervention, outpatient therapy, and medication management for individuals with mental health conditions.
  - Works with homeless service providers to connect individuals with long-term psychiatric care.
- Interim, Inc.
  - Offers mental health services, case management, and support groups for individuals with mental illness, including those at risk of homelessness.
  - Provides affordable supportive housing, residential treatment, mental health and dual-recovery services, case coordination, therapeutic services, outreach and intensive support for homeless adults, supported education and employment, day treatment and peer support.

- Natividad Psychiatric Inpatient Unit
  - Provides 24-hour psychiatric care for individuals in crisis.
- Community Human Services – Family Service Centers
  - Outpatient mental health counseling services for issues including anger management and substance abuse

Employment and Workforce Development Services

Employment and income stability are key to preventing and ending homelessness. Employment-related resources in Monterey County fall into three categories:

- Mainstream Federal Funding: Department of Labor (DOL) programs such as Veterans' Employment and Training Services and Homeless Veterans' Reintegration Program.
- Workforce Innovation and Opportunity Act (WOIA): Funding distributed to States and then to localities and is overseen by the State and local Workforce Investment Boards. The local WIB (Monterey County Workforce Development Board) charters at least one comprehensive One-Stop Career Center in its area.
- CalWORKS and CalFresh programs: Welfare to Work, CalFresh Employment & Training (CFET) Program, childcare assistance, and other training services.

Mainstream employment services in Monterey County provide workforce development, job training, and financial assistance that complement targeted homeless services. Some of the services available in Monterey County include:

- Monterey County Workforce Development Board
  - Provides job placement, skills training, resume assistance, and career counseling for unemployed and underemployed individuals, including those experiencing homelessness.
- Monterey County Department of Social Services – CalWORKs, CFET, & General Assistance
  - Provides cash assistance and employment services to low-income individuals and families, including those at risk of homelessness.
- Goodwill Central Coast – Employment Services
  - Offers job training, resume assistance, and career development programs for low-income individuals, including people transitioning from homelessness.
- Vocational Rehabilitation Specialists Inc. (VRSI)
  - Offers job training, employment placement, and vocational counseling, with a focus on assisting veterans experiencing homelessness.

List and describe services and facilities that meet the needs of homeless persons, particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth. If the services and facilities are listed on screen SP-40 Institutional Delivery Structure or screen MA-35 Special Needs Facilities and Services, describe how these facilities and services specifically address the needs of these populations.

A variety of programs and facilities are available to the homeless population in Monterey County. The County's Community Action Partnership publishes the Monterey County Homeless Services Guide annually to assist the community in connecting to resources that serve the homeless and at-risk populations in the County. These include

information about housing and nutrition resources, as well as access to legal, health, and mental health services. Some of the key resources available in Monterey County include the following:

Emergency Shelters and Transitional Housing

In Monterey County, emergency shelter is offered primarily through shelter facilities and safe overnight parking facilities. According to the HUD 2024 Continuum of Care Homeless Assistance Programs Housing Inventory Count Report there are a total of 677 emergency shelter beds available in Salinas/Monterey and San Benito Counties, including 87 family units, 316 family beds, and 361 adult-only beds. Shelters and transitional housing available in Monterey County include:

- Community Human Services – Casa de Noche Buena
  - Shelter for women and families with children, offering essential amenities, supportive services, and housing assistance for up to 90 days.
- Community Human Services – Shuman Hearthouse
  - Shelter for women and families with children, providing essential amenities and supportive services.
- Community Homeless Solutions – Domestic Violence Shelter
  - Emergency shelter for single women, women with children, or single men with children, prioritizing those fleeing domestic violence. Provides food, clothing, and case management.
- Community Homeless Solutions – Chinatown Navigation Center
  - 24/7 navigation center providing meals, shelter, supportive services, and housing navigation for homeless adults in Chinatown and Salinas.
- Community Homeless Solutions – Central Coast Respite Center
  - Respite shelter for homeless adults recovering from hospital stays at CHOMP, Natividad, or SVMH. Access by hospital referral only.
- Interim, Inc. – MCHOME
  - Homeless outreach, emergency motel shelter, linkages to housing, and intensive services for homeless adults with psychiatric disabilities.
- Nation's Finest
  - Supports veterans and their families with housing, health, and employment services, including case management and behavioral health support.
- One Starfish – Safe Parking Programs
  - Provides overnight safe parking for homeless individuals living in their legally registered vehicles, including programs for families of MPUSD students.
- Outreach Unlimited – I-HELP for Men/Women
  - Overnight shelter, meals, and life development support at Peninsula-area houses of faith for single homeless men and women.
- Salvation Army – Frederiksen House
  - 90-day emergency shelter for families with children, offering case management and support services.
- SHARE Center
  - Navigation center offering meals, 24/7 shelter, employment coordination, and housing navigation for homeless individuals and families.
- Veterans Transition Center – HCHV ERS
  - Emergency residential shelter for unaccompanied male veterans, with eligibility determined by the Department of Veterans Affairs.

- Victory Mission
    - Emergency shelter for single homeless men, providing meals, showers, and other supportive services.
- YWCA Monterey County – Domestic Violence Shelter
    - Emergency shelter for women and children fleeing domestic violence.

Transitional/Temporary Housing

Transitional or temporary housing provides safe living space and supportive services until permanent housing becomes available. Transitional and temporary housing available in Monterey County includes:

- Franciscan Workers – House of Peach
    - Transitional program for unaccompanied men and women, case management and supportive services provided.
- Interim, Inc. – Shelter Cove & Sun Rose Apartments
    - Transitional housing for homeless adults with severe mental disabilities.
- Salvation Army – Case de Las Palmas
    - Transitional housing for families with children, provides case management and support services.
- Veterans Transition Center – Coming Home GPD Program
    - Transitional housing for veterans and family

Permanent Supportive Housing

In some cases. ongoing supportive services are required for individuals and families when they move into more permanent housing. Some of the supportive housing providers in Monterey County include:

- Community Homeless Solutions – New Beginnings
    - Permanent supportive housing for low-income homeless families with children and housing vouchers.
- Eden Housing
    - Affordable housing rentals for low-income families, seniors, and disabled individuals.
- Interim, Inc. – Sandy Shores
    - Permanent supportive housing for individuals with mental illness.

Housing and Nutrition Services

Additional housing and food assistance available in Monterey County includes:

- Central Coast Center for Independent Living
    - Provides housing services, case management, and supportive services for homeless individuals and families.
- Housing Resource Center of Monterey County
    - Offers rental assistance, rapid rehousing, homeless prevention, and financial literacy education.
- Food Bank for Monterey County
    - Emergency food assistance through a countywide distribution network.
- Franciscan Workers – Dorothy's Kitchen
    - Serves breakfast and lunch daily and provides emergency food boxes.

- Gathering for Women
  - Provides hot meals and bag lunches for homeless women and their dependents.
- Pass the Word Ministry
  - Provides food, clothing, toiletries, hygiene services, and other supplies.
- Salinas First United Methodist Church – Neighborhood Services
  - Serves breakfast and lunch on select days.
- Victory Mission
  - Provides food bags, snacks, and daily meals, including a nutritious dinner.
- Salvation Army – Sabu Shake Good Samaritan Center & Salinas Army Corps
  - Daily hot meals and food boxes
- Victory Mission
  - Provides food bags, snacks, and daily meals.

Youth and Family Services

In addition to the services described above, there are a variety of services available in Monterey County for families and youth. Many of these are facilitated through the Monterey County Office of Education, which provides professional development, technical assistance, advocacy, community representation, transportation assistance, tutoring, food and clothing, college and career support, and school supplies for preschool through community college students at schools in the County. Similar support is also provided through local school districts at schools and resources centers throughout the County.

Other assistance and services available to families and youth in Monterey County include:

- Salvation Army Salinas Corps – Diaper Distribution
  - Diaper assistance for children and adults.
- Community Homeless Solutions – Serenity Youth Housing
  - Transitional housing for unsheltered youth ages 18-24 and support services.
- Community Human Services – Safe Passage
  - Transitional housing for youth (ages 18-24) with supportive services for stability and self-sufficiency.
- Community Human Services – Safe Place Shelter
  - Provides shelter, counseling, and family reunification services for runaway and homeless youth.
- The Epicenter – Youth Drop-in Center
  - Resource center for youth (ages 16-24) offering support in housing, education, and employment.
- Unity Care Group – Youth Housing Services
  - Provides stable housing and supportive services for young adults (ages 18-25).

Veteran Services

There are a variety of services and housing supports available to Monterey County veterans and their families. Some of these include:

- Front Street Inc. – Pagent Center
  - Temporary emergency housing for homeless veterans and supportive services.

- Monterey County Military & Veterans Affairs Office
  - Assists veterans with accessing federal, state, and local benefits.
- Nation's Finest – Veteran's Services
  - Housing, health, and employment services for veterans and their families.
- Veterans Crisis Line
  - A 24/7 crisis support line for veterans and their families.
- U.S. Department of Veteran Affairs – Outpatient Clinic
  - Provides primary care and specialty health services for veterans.
- Veterans Transition Center of California
  - Provides meals, clothing, and housing to veterans who are homeless or have been incarcerated.

MA-35 Special Needs Facilities and Services – 91.210(d)

Introduction

A variety of services and facilities targeting persons with special needs are available in Monterey County. However, most services and facilities are located in the more urbanized portions of the County, in service hubs such as Salinas and Monterey. Many Urban County residents have difficulty accessing these available services and facilities.

Including the elderly, frail elderly, persons with disabilities (mental, physical, developmental), persons with alcohol or other drug addictions, persons with HIV/AIDS and their families, public housing residents and any other categories the jurisdiction may specify, and describe their supportive housing needs

Elderly: According to the 2019-2023 American Community Survey, approximately 11 percent of the seniors 65 years and over had incomes below the poverty level. The Elder Economic Security Standard Index (Elder Index), which estimates the County's senior poverty by measuring how much income is needed for a senior with a given living arrangement and geographic location to adequately meet his or her basic needs, also shows that Monterey County seniors have expenses above the national average, with housing making up the highest portion of these expenses for most seniors. In addition, the 2019-2023 ACS indicates that 30 percent of persons 65 years and over had one of more disabilities. Ambulatory difficulties (18 percent), independent living difficulties (13 percent), and hearing difficulties (12 percent) were the most prolific disabilities among elderly.

Low incomes and high housing costs mean Monterey County seniors may struggle to afford housing, as well as associated costs such as utilities, maintenance, and repairs. Adding to these costs are modifications required to address access for disabled seniors, who may require specialized changes to their homes in order to age in place. Seniors living at home may need additional services to maintain their quality of life, such as food delivery, in-home medical care, and assistance with regular cleaning and maintenance. For those who can no longer live independently, full-time care, supportive housing, and assisted living facilities are necessary.

Persons with Disabilities: According to the 2019-2023 ACS, nine percent of the population in Monterey County was affected by one or more disabilities. Among persons living with disabilities, independent living difficulties were the most prevalent (4.6 percent), followed closely by ambulatory difficulties (4.5 percent), and cognitive difficulties (3.8 percent). According to the Monterey County 2024 Homeless Point-in-Time Census & Survey, 52 percent of homeless survey respondents reported having at least one disabling condition.

People with disabilities often have limited incomes, but extensive needs for a variety of services. In general, disabled persons could benefit from special modifications, adaptive equipment, or other features in their home. If living at home, these individuals and their caregivers also may require supportive services including health care and health programs, respite care, special education services, independent living assistance, and transportation services. Those unable to live independently or at home with a caregiver may require specialized group housing with supervision or other support on site.

Persons with Alcohol/Substance Abuse Addictions: The 2022 Monterey County Health Need Assessment (CHNA) reports that a total of 26 percent of adults in the County are excessive drinkers, 6.1 percent of adults in the County have used an illicit drug in the past month, and 11.2 percent of adults in Monterey County have used a prescription

opioid in the past year. Among the County's homeless population, 40 percent reported having a substance use disorder, according to the 2024 Homeless Point-In-Time Count and Survey.

Persons with drug and alcohol abuse may require supportive housing on a short-term basis while they are undergoing rehabilitation. Additionally, sober living homes provide a safe, supportive place to live while recovering from alcohol and drug addiction. Persons with alcohol and drug addictions would benefit from recovery programs that include mental health services.

Persons with HIV/AIDS: According to the California HIV Surveillance Report for 2022, the number of persons living with diagnosed HIV infection in Monterey County totaled 791. While persons with HIV are typically able to live independently without special accommodations, those living with AIDS may require additional support, such as in-home care, financial assistance, or counseling services as their health conditions deteriorate.

Describe programs for ensuring that persons returning from mental and physical health institutions receive appropriate supportive housing

Discharge planning for people exiting acute physical and mental health treatment is critical to ensure individuals are linked with the housing and services they need to achieve ongoing housing stability. Hospital staff coordinate with local social service and housing providers to guide patients to the appropriate service when they leave the hospital. The Coordinated Assessment and Referral System (CARS), which matches individuals experiencing homelessness to appropriate resources through a standardized triage assessment, can also be accessed from participating hospitals.

Some of the options available to people returning from mental and physical health institutions include:

- Community Homeless Solutions - Central Coast Respite Center
  - Provides short-term shelter for homeless adults discharged from Community Hospital of the Monterey Peninsula (CHOMP), Natividad Medical Center, or Salinas Valley Memorial Hospital (SVMH) who need continued recovery time.
  - Offers case management, meals, and supportive services to help patients transition to stable housing.
- Interim, Inc. – Bridge House
  - 24-hour adult residential treatment for individuals recovering from both a mental illness and a substance use disorder.
  - Focuses on mental health stabilization, independent living skills, and relapse prevention.
- Interim, Inc. – Manzanita House
  - Short-term crisis residential alternative to inpatient psychiatric care for people with psychiatric disabilities experiencing mental health crises
  - Focuses on mental health stabilization, independent living skills, and long-term recovery planning.
- Veterans Transition Center
  - Provides a variety of housing programs for veterans in need of transitional housing, including those with a mental health diagnosis, substance use disorders, multiple diagnosis.
  - Offers case management, job training, and housing placement services as needed.

Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. 91.315(e)

Given the limited CDBG funding, the Urban County proposes to focus CDBG public service funds for FY 2025-2026 on homeless services, homeless prevention, and services for low- and moderate-income residents.

For entitlement/consortia grantees: Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. (91.220(2))

In FY 2025, the Urban County intends to fund the following housing and supportive services projects and programs:

- Services for low- and moderate-income residents; and
- Fair housing services; and
- Homeless prevention services.

MA-40 Barriers to Affordable Housing – 91.210(e)

Negative Effects of Public Policies on Affordable Housing and Residential Investment

Lack of Affordable Housing Funds

The high construction and land costs in Monterey County render the need for substantial subsidies for affordable housing. However, the availability of funding for affordable housing has been severely affected by the dissolution of redevelopment agencies in the State of California.

State and Federal Davis-Bacon Prevailing Wages

The State Department of Industrial Relations (DIR) expanded the kinds of projects that require the payment of prevailing wages. Prevailing wage adds to the overall cost of development. A prevailing wage must also be paid to laborers when federal funds are used to pay labor costs for any project over $2,000 or on any multi-family project over eight units. Based on discussions with developers, various prevailing wage requirements typically inflate the development costs by 35 percent.

Environmental Protection

State law (California Environmental Quality Act, California Endangered Species Act) and federal law (National Environmental Protection Act, Federal Endangered Species Act) regulations require environmental review of proposed discretionary projects (e.g., subdivision maps, use permits, etc.). Costs resulting from the environmental review process are also added to the cost of housing. Recent State legislation has aimed to streamline affordable housing development, including exempting certain projects from CEQA processing.

California Coastal Act of 1976

The State legislature enacted the Coastal Act in 1976 to protect California's coastline from development encroachment through long-term and comprehensive planning. The Act establishes a coastal zone, outlines standards for development in the coastal zone, and created the Coastal Commission – the State agency tasked with implementing the Act in partnership with local governments. Approximately 197,343 acres, or 10 percent of the County's land area, are located within the coastal zone. The Coastal Act's numerous regulatory requirements and limitations on the types and densities of new construction in the coastal zone and potential for appeals resulting in additional layer of project review by an outside agency are a significant constraint on housing development in Monterey County.

Land Use Policies

Local land use policies could be a constraint to housing development when the requirements for parking, height limit, density, and setbacks result in limiting the number of housing units that can be feasibly constructed on site. Recent changes in State law now require local jurisdictions to develop objective standards to facilitate housing development.

Planning and Development Fees

Planning and development impact fees, such as for transportation, water, and sewer infrastructure improvements, often add to the overall cost of development. Many jurisdictions waive, reduce, or defer fees for affordable housing.

Permit and Processing Procedures

Builders and developers frequently cite the cost of holding land during the evaluation and review process as a significant factor in the cost of housing. Processing times vary with the complexity of the project. Recent changes to State law require jurisdictions allow certain types of housing by right without discretionary review as a way to streamline housing development.

MA-45 Non-Housing Community Development Assets – 91.215 (f)

Introduction

The Urban County business and economic diversity is limited as it is heavily characterized by agricultural-based activity. The largest sector in Monterey Urban County is agriculture, providing 49 percent of the share of jobs in the County. An estimated 18 percent of this agricultural employment is sourced from the Urban County communities (Table 41).

Employment opportunities in the Urban County are estimated to represent about 20 percent of the jobs available countywide. Certain sectors (Education and Health Care Services; and Retail Trade) have higher unemployment rates, based on the number of workers compared to the number jobs available.

According to 2016-2020 ACS data in Table 42, the Urban County's unemployment rate in 2020 was 5.68. The unemployment rate in the Urban County fell from over seven percent in 2015 and remains comparable to the unemployment rates for the County and State. Unemployment is highest among young adults between 16 and 24 years of age.

Economic Development Market Analysis

Business Activity

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Agriculture, Mining, Oil & Gas Extraction	8,161	26,717	18	49	31
Arts, Entertainment, Accommodations	6,546	7,386	15	14	-1
Construction	3,072	3,202	7	6	-1
Education and Health Care Services	6,195	3,256	14	6	-8
Finance, Insurance, and Real Estate	1,643	1,193	4	2	-2
Information	564	56	1	0	-1
Manufacturing	3,023	1,906	7	4	-3
Other Services	1,607	1,398	4	3	-1
Professional, Scientific, Management Services	2,926	1,719	7	3	-3
Public Administration	0	0	0	0	0
Retail Trade	4,779	2,457	11	5	-6
Transportation & Warehousing	1,147	1,117	3	2	-1
Wholesale Trade	2,145	2,284	5	4	-1
Grand Total	41,808	52,691	--	--	--

Table 41 - Business Activity

Data Source: 2016-2020 ACS (Workers), 2020 Longitudinal Employer-Household Dynamics (Jobs)

Labor Force

Total Population in the Civilian Labor Force	61,662
Civilian Employed Population 16 years and over	58,190
Unemployment Rate	5.68
Unemployment Rate for Ages 16-24	17.01
Unemployment Rate for Ages 25-65	3.38

Table 42 - Labor Force

Data Source: 2016-2020 ACS

Occupations by Sector	Number of People
Management, business and financial	13,662
Farming, fisheries and forestry occupations	3,506
Service	4,785
Sales and office	11,161
Construction, extraction, maintenance and repair	11,411
Production, transportation and material moving	3,270

Table 43 – Occupations by Sector

Data Source: 2016-2020 ACS

Travel Time

Travel Time	Number	Percentage
< 30 Minutes	36,380	68%
30-59 Minutes	12,811	24%
60 or More Minutes	4,364	8%
Total	***53,555***	***100%***

Table 44 - Travel Time

Data Source: 2016-2020 ACS

Education:

Educational Attainment by Employment Status (Population 16 and Older)

Educational Attainment	In Labor Force		
	Civilian Employed	Unemployed	Not in Labor Force
Less than high school graduate	11,278	627	5,055
High school graduate (includes equivalency)	9,530	403	3,252
Some college or Associate's degree	12,589	499	3,815
Bachelor's degree or higher	12,815	623	3,033

Table 45 - Educational Attainment by Employment Status

Data Source: 2016-2020 ACS

Educational Attainment by Age

	Age				
	18–24 yrs	25–34 yrs	35–44 yrs	45–65 yrs	65+ yrs
Less than 9th grade	764	1,536	3,304	6,313	3,200
9th to 12th grade, no diploma	1,213	1,096	1,835	2,838	898
High school graduate, GED, or alternative	3,388	4,026	3,473	5,753	3,341
Some college, no degree	4,924	3,378	2,363	5,742	4,219
Associate's degree	878	1,756	1,139	2,681	2,111
Bachelor's degree	806	2,101	2,317	5,842	4,604
Graduate or professional degree	25	558	1,668	4,089	4,963

Table 46 - Educational Attainment by Age

Data Source: 2016-2020 ACS

Educational Attainment – Median Earnings in the Past 12 Months

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	618,733
High school graduate (includes equivalency)	909,931
Some college or Associate's degree	1,270,464
Bachelor's degree	1,390,502
Graduate or professional degree	1,724,161

Table 47 – Median Earnings in the Past 12 Months

Data Source: 2016-2020 ACS

Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?

According to the Business Activity table above, the "Agriculture, Mining, Oil & Gas Extraction" and "Arts, Entertainment, Accommodations" sectors employ the most residents in the Urban County. The County heavily relies on agricultural activity as its economic base.

The employment related to "Retail Trade" is primarily tied to the tourism industry in the wealthy coastal Monterey peninsula area (Monterey, Pacific Grove, Pebble Beach, Carmel) and Carmel Valley areas of Monterey County. Approximately 15 percent of the local workforce is employed in the Retail Sector, and the Urban County provides 14 percent of the share of jobs in this sector.

Describe the workforce and infrastructure needs of the business community:

In June 2021, the County of Monterey established a 2021-2026 Countywide Comprehensive Economic Development Strategy (CEDS). A Year 2 CEDS Update (2022-2023) was published in June 2024. According to the Year 2 Update, despite the unprecedented challenges posed by disruptions in supply chains, labor shortages, and fluctuating

consumer demand in recent years, the County's diverse array of agricultural products continued to sustain local economies and contribute significantly to the state's food production. Agriculture sector employment reached an all-time high in 2022 with 62,356 jobs, which represented an 8.3% increase from a pandemic low of 57,556 jobs. At the same time, the sector is grappling with the impacts of climate change, water scarcity, and a regulatory environment that can at times make it harder to compete on a global scale. Land use constraints and housing shortages also threaten the sector's ability to plan for growth. With wage gains beginning to plateau — the 13.9 percent increase in average annual wages between 2018 and 2022 fell significantly below the 15.8 percent figure across all sectors — the ability of farmworkers to find adequate housing that is affordable and free from overcrowding grows increasingly precarious.

The Tourism & Hospitality sector has seen significant job growth since the depths of the pandemic, but it has yet to return to pre-pandemic employment levels. The CEDS Year 2 Update indicates both domestic and international tourism has generally declined in the County. Such secular trends can take a toll on sectors like Tourism & Hospitality that are more vulnerable than most to economic cycles, shocks, and the protracted effects of inflation. This partially explains why amenities that rely on local patronage repeat customers (such as bars and restaurants) experienced stronger employment rebounds than amenities like hotels that almost exclusively cater to out-of-town guests. Moreover, environmental hazards that effectively shut down tourist destinations like Big Sur have had cascading effects on the sector in the past year.

Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect job and business growth opportunities during the planning period. Describe any needs for workforce development, business support or infrastructure these changes may create.

Jurisdictions in the County participated in a Regional Farmworker Housing Study in 2018. Farming is the County's leading economic sector. In recent years, as housing costs continue to escalate in the County, farm employers have difficulty attracting workers to the region due to the high housing costs. The Farmworker Housing Study is followed by Action Plans to expand housing opportunities to this important segment of the labor force.

How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?

Two of the traditional economic "pillars"—agriculture and tourism—are industries that employ a larger proportion of low-skill, entry-level workers. Two pillars which are becoming increasingly important—post-secondary education and technology-based services—are industries where most positions have very high-skill requirements. The County's educational profile is heavily weighted towards each end of the spectrum—a large concentration of residents with graduate degrees, but also a very large share with high school degrees or even less education.

While education, tourism, and agriculture sectors generate the highest number of jobs, workers who live elsewhere are filling them. At the same time, high-skilled workers work outside of the County in Silicon Valley. This means that the productivity of those residents (and their daily spending) flows to the north, rather than staying the community.

The relative lack of residents with vocational or similar post-graduate training will limit employment growth. Many industries depend on workers with two-year degrees or similar certifications for support personnel—technicians,

assistants, IT specialists, etc. Monterey County is exporting its most talented human capital and ends up importing workers in mid-skilled positions. If the County wants to promote and build businesses in high-tech industries in particular, that middle tier of workers will be a critical part of the employment base.

Describe any current workforce training initiatives, including those supported by Workforce Investment Boards, community colleges and other organizations. Describe how these efforts will support the jurisdiction's Consolidated Plan.

In April 2024, County established the 2025-2028 Workforce Innovation and Opportunity Act (WIOA) Local Plan. The 2025-2028 Local Plan builds upon the vision set forth in the Regional Plan by providing a comprehensive overview of local workforce operations and processes. Key focus areas include:

- CalFresh Employment and Training services
- Coordination with Local Child Support Agencies (LCSAs)
- Alignment with the Comprehensive Integrated Employment (CIE) Blueprint to serve individuals with developmental and intellectual disabilities
- Workforce training for frontline staff, including digital fluency, distance learning, and cultural competencies
- Rapid Response and Layoff Aversion activities
- Youth workforce development initiatives
- America's Job Center of California (AJCC) Operator responsibilities

A core component of the Local Plan is the collaboration and coordination among local workforce partners to achieve the Regional Plan's vision. The plan highlights key cooperative agreements and core partnerships as defined under WIOA Section 121, including:

- WIOA Title II (Adult Education and Literacy)
- WIOA Title III (Wagner-Peyser Employment Services)
- WIOA Title IV (Vocational Rehabilitation Services)
- Carl Perkins Career and Technical Education

The Monterey County Workforce Development Board's (MCWDB) MOU with its partners establishes three priority areas to enhance coordination within the America's Job Center of California (AJCC) delivery system:

- Employer engagement: The MCWDB prioritizes employer engagement to better align workforce development efforts with the needs of local and regional industries, particularly in high-priority sectors. Key strategies include:
    - Strengthening employer engagement initiatives that connect job seekers with industry demands, with a focus on small businesses and priority industry sectors.
    - Implementing common performance measures for all partners to track employer services and engagement activities effectively.
    - Leveraging and expanding successful models such as the MCWDB's Sector Strategies, regional and local initiatives and Labor Market Information (LMI) systems to optimize employer outreach while minimizing duplication.

- Enhancing work-based learning opportunities, including internships, customized training, incumbent worker training, and apprenticeships to support workforce readiness.

- Aligning career pathways and sector strategies: The MCWDB is committed to increasing the number of individuals who obtain industry recognized credentials and degrees by aligning career pathways with regional sector strategies. These efforts include:
  - Developing career pathways with multiple entry and exit points to serve a diverse range of job seekers, including youth and adult workers.
  - Convening industry leaders to ensure training programs and curricula to meet evolving workforce demands.
  - Collaborating with community colleges and training providers to align coursework with stackable, industry-valued credentials, creating seamless career advancement opportunities.
  - Enhancing services for out-of-school and disconnected youth by expanding work experience and career opportunities in priority sectors.
  - Implementing measures to track progress toward self-sufficiency, including livable wages, retention rates, credential attainment, job quality, and customer satisfaction.
- System alignment and accountability: The MCWDB fosters system integration and continuous improvement by enhancing coordination across AJCC partners. These efforts focus on:
  - Reducing service duplication and streamlining operations through enhanced partner presence at AJCC locations and through virtual services.
  - Implementing human-centered design principles to improve customer flow, including intake, assessment, referral processes, and job placement services in demand sectors.
  - Strengthening partnerships to better serve hard-to-reach populations, including individuals with limited English proficiency and basic skills deficiencies.
  - Exploring cost-sharing strategies within the North Central Coast Regional Planning Unit to optimize resources related to procurement, staff training, web-based tools and applications, and evaluation tools.
  - Providing cross-training opportunities for AJCC staff to increase awareness and improve service delivery for priority populations, including unemployed and underemployed individuals, low-income job seekers, veterans, individuals with disabilities, youth, and other at-risk populations.

Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?

Yes.

If so, what economic development initiatives are you undertaking that may be coordinated with the Consolidated Plan? If not, describe other local/regional plans or initiatives that impact economic growth.

Planning for the Monterey County Comprehensive Economic Development Strategy (CEDS) is conducted under the authority of the Monterey County Board of Supervisors. The 2021-2026 CEDS identified the following goals for the County:

1. Build a Countywide Economic Development Capacity
   a. Objective 1.1: Create a public-private partnership charged with economic planning and development.
   b. Objective 1.2: Ensure Monterey County's economic development ecosystem is resilient in the face of evolving challenges.

2. Build, Support, and Retain a Robust and Adaptable Monterey County Workforce
    a. Objective 2.1: Create a talent pipeline for high school and college students through curricula and experiences geared toward more advanced opportunities in local, living-wage industries.
    b. Objective 2.2: Foster adult career pathways for residents interested in pursuing higher-paying jobs outside Agriculture, Hospitality, and Tourism.
    c. Objective 2.3: Improve tech, digital, and financial literacy training for small businesses and the workforce.
3. Address Housing Shortage, Affordability, and Barriers to New Development
    a. Objective 3.1: Foster dialogue and cooperation on housing needs and housing issues through active communication, regional working groups between all stakeholders inclusively.
    b. Objective 3.2: Promote alternative housing tenure and/or housing types for seasonal workers over the next five years to stabilize the Agriculture, Tourism, & Hospitality workforce.
    c. Objective 3.3: Change regulations to remove barriers, streamline processing, and reduce costs of housing development.
4. Foster Development of Growing Established and Emerging Clusters
    a. Objective 4.1: Expedite advanced technology innovation ecosystems in Monterey County.
    b. Objective 4.2: Expand value-added manufacturing and processing in Salinas Valley.
    c. Objective 4.3: Create and continue to support cross-sectoral opportunities between the Agriculture and Tourism sectors in Coastal Monterey.
    d. Objective 4.4: Create a regulatory compliance task force for the agriculture cluster.
5. Strengthening Small Business and Entrepreneurship Environment
    a. Objective 5.1. Ensure that the region has a robust support structure for business development and entrepreneurship in addition to workforce development programs.
    b. Objective 5.2: Ensure a resilient and equitable business ecosystem.
6. Expand the Regional Broadband Infrastructure
    a. Objective 6.1: Expand broadband access and infrastructure over the next seven years.
    b. Objective 6.2: Eliminate the student digital divide by ensuring all K-12 students have access to online distance learning infrastructure.

Discussion

See discussions above.

MA-50 Needs and Market Analysis Discussion

Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")

Housing problems impact low- and moderate-income households disproportionately, compared to non-low- and moderate-income households. Therefore, areas with concentrations of low- and moderate-income households are likely to have high rates of housing problems. A concentration is defined as a block group where at least 51 percent of the population is low and moderate income. Figure 1 presents the geographic concentration of low- and moderate-income population by block group. Specifically, some unincorporated communities with high concentrations of farming activities tend to be lower income and disproportionately impacted by housing problems.

Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration")

A minority concentration area is defined as a block group whose proportion of a non-White population is greater than the overall Monterey County average of 71.4 percent. **Error! Reference source not found.** Figure 2 illustrates the geographic concentration of minority households. Minority concentration areas within the Urban County are located primarily in the Northeastern portions of the County, including the City of Gonzales and Greenfield. Northern portions of the unincorporated County also have minority concentration areas.

What are the characteristics of the market in these areas/neighborhoods?

Many areas classified as low/moderate income and areas of minority concentration are also renters with large families. According to the 2019-2023 ACS, Boronda CDP (47 percent), Castroville CDP (57.1 percent), Chualar CDP (55.3 percent), the City of Gonzales (42.1 percent), the City of Greenfield (46.3 percent), the City of Marina (60.7 percent), Pajaro CDP (61.9 percent), the City of Sand City (75.9 percent), and San Lucas CDP (47.6) have populations of renter households higher or comparable to the County as a whole (47.7 percent). The average household size for renters countywide is 3.34 compared to only 3.0 for owner-occupied households. The following Urban County jurisdictions have renter household sizes exceeding the countywide average of 3.34: Aromas CDP, Boronda CDP, Bradley CDP, Castroville CDP, Elkhorn CDP, Gonzales (city), Greenfield (city), Pajaro CDP, Prunedale CDP, and San Ardo CDP. Such demographic characteristics often mean that affordable housing of adequate size is needed in these communities. However, with their generally lower incomes, many households experience housing problems.

Are there any community assets in these areas/neighborhoods?

Gonzales and Greenfield are important wine cultivation areas in Monterey County. Wineries and vineyards located in Gonzales and Greenfield include Blackstone, Robert Talbott Vineyards, Paul Masson Vineyards, Pisoni Vineyards, Constellation Wines, Boekenoogen Winery, Salinas Valley Vineyards, Scheid Vineyards, Mesa Del Sol, Wente Bros Vineyards, and Arroyo Seco Vineyards, among others. The Rex Goliath wine company is also based in Gonzales.

Are there other strategic opportunities in any of these areas?

Gonzales and Greenfield will continue to capitalize on its wine cultivation industry.

MA-60 Broadband Needs of Housing occupied by Low- and Moderate-Income Households - 91.210(a)(4), 91.310(a)(2)

Describe the need for broadband wiring and connections for households, including low- and moderate-income households and neighborhoods.

Broadband infrastructure consists of the backbone, the middle mile, and the last mile. A 2018 report by the Monterey Bay Economic Partnership (MBEP) and the Central Coast Broadband Consortium (the Regional Broadband Leadership Team) reported that with the completion of the Sunesys Project in 2017, which provided a fiber backbone from Soledad to Santa Cruz, local internet service providers (ISPs) can connect from this backbone to leverage the high-speed broadband access. However, high-speed service is not pervasive throughout the region because funding is needed for middle and last mile infrastructure.

According to the 2019-2023 ACS, 6.8 percent of households countywide do not have an internet subscription. The population of households lacking an internet subscription in Monterey County is slightly lower than the rate statewide (7.4 percent). The following Urban County jurisdictions have higher rates of households lacking internet subscriptions compared to the County as a whole: Aromas CDP, Bradley CDP, Castroville CDP, Chualar CDP, Elkhorn CDP, Las Lomas CDP, Marina (city), Pajaro CDP, and Sand City (city).

The County established a Broadband Strategic Plan in October 2023. The main finding of the Broadband Strategic Plan needs assessment and market analysis is the urgent need to expand and exploit fiber infrastructure within Monterey County. Approximately 97 percent of the broadband serviceable locations are considered served according to Federal Communications Commission (FCC) data. Of those unserved (3,400 locations), 79 percent are in unincorporated areas. However, there is an important gap in access to 1 G / 500 Mbps service as 77 percent of Monterey County locations lack access to this kind of service, including large areas across the cities.

The Strategic Plan market analysis revealed that competition in most areas is limited since 45 percent of locations have access to only one or no provider offering services above 100 Mbps, and only 1 percent of locations have access to more than one fiber provider.

Public fiber infrastructure that can be leveraged to accelerate the deployment of fiber-based broadband services includes the 44-mile County fiber network and the California Middle Mile Broadband Initiative (MMBI) being built by the California Department of Technology (CDT) which includes 182 miles of planned deployment within Monterey County.

Unincorporated areas outside of large communities have the highest percentages of unserved and underserved locations. According to 2023 FCC Broadband Data, 2,720 out of the 3,436 unserved locations (79 percent) in the County are located there. In contrast, the rest of the communities reported less than five percent of unserved and underserved locations.

As of January 2024, the County has implemented the following broadband activities under the Broadband Strategic Plan:

- LATA Grant Project (Golden State Connect Authority/RCRC)
- Broadband Strategic Planning (Golden State Finance Authority/RCRC)
- Affordable Connectivity Program (ACP) Future Events Planning
- Establish Partnerships to Promote Events and Share Resources

In March 2020, the City of Gonzales launched its Internet for All Initiative. Gonzales residents can receive a free 4G LTE Wi-Fi hotspot that provides unlimited, high-speed internet access, and can support up to 12 connections at once. The city acquired 2,000 hotspots for local residents. As of 2025, the program is supporting approximately 1,000 households as well as the local school district and Chualar Elementary School students.

Most affordable housing developments in California requires multiple layers of funding sources, such as Low-Income Housing Tax Credits (LIHTC) and HUD funds. These programs either mandate or encourage broadband services. All affordable housing developments in the County have access to broadband services.

Describe the need for increased competition by having more than one broadband Internet service provider serve the jurisdiction.

The County of Monterey is served by the following broadband providers: AT&T, Charter (Spectrum), Xfinity (Comcast), Razzolink, Surfnet Communications, Cruzio Internet, T-Mobile, and Verizon. Salinas, Monterey, Pacific Grove, Marina, Seaside, and Sand City are the cities with the highest number of ISPs. There are several wireless providers in the County, from small providers like RazzoLink to mobile operators offering FWA service like T-Mobile and AT&T. FWA is the most common technology implemented by broadband providers, with six wireless providers in the County. However, only one of them provides services above 100/20 Mbps, and none of the wireless providers offers services above 1 Gbps. Despite the variety of providers in the County, these providers often struggle with higher prices and lower speeds due to the challenges of offering wireless services in remote areas.

The Cities of Marina, Monterey Sand City, and the unincorporated areas reported the highest percentage of census blocks without ISPs providing services above 100/20. There are several census blocks in the southern, central, coastal, and unincorporated areas with limited ISP coverage or only one ISP serving the area. These results indicate that there is a significant gap in terms of broadband market competition in the County. Approximately 34 percent of Census blocks in the County are not served by any ISP.

Broadband accessibility in the County is generally constrained by infrastructure availability rather than the number of service providers.

MA-65 Hazard Mitigation - 91.210(a)(5), 91.310(a)(3)

Describe the jurisdiction's increased natural hazard risks associated with climate change.

Monterey County is potentially vulnerable to a wide range of hazards. These hazards can threaten the life and safety of residents and visitors and have the potential to damage or destroy both public and private property and disrupt the local economy and overall quality of life. The Disaster Mitigation Act of 2000 (DMA 2000) makes the development of a hazard mitigation plan a specific eligibility requirement for any local government applying for federal mitigation grant funds.

Monterey County adopted its first Monterey County Multi-Jurisdictional Hazard Mitigation Plan in 2007 and updated it most recently in 2022. Based on the updated risk assessment, hazards were ranked for the risk they pose to the overall Operational Area (County). Hazards related to climate change are as follows:

- Drought and water shortage – High: Droughts are a serious threat and could have devastating impacts on agriculture. Previous droughts have caused major economic damage to the agricultural industry and prolonged periods of drought can reduce water availability and increase water prices.
- Wildfire – Substantial: The geography, terrain, weather patterns and vegetation in the County provide ideal conditions for recurring wildfires and rapid spread. Past wildfires have caused damage to critical infrastructure, property, and the environment, and have led to injuries and loss of life. The County is likely to face a wildfire threat each and every year and can expect a large fire to occur every few years.
- Localized stormwater flooding – Substantial: Drainage systems in the County have a finite capacity and prolonged heavy rainfall has contributed to flooding in more urbanized areas.
- Severe winter storms – Substantial: Severe winter storms have caused damage in the County and can lead to immobility and loss of utilities. Heavy rain can have significant impacts, including flash flooding and mudslides.
- Riverine flooding – Moderate: Riverine flooding, notably along the Salinas, Carmel, and Pajaro Rivers, has caused damage in the County.
- Sea level rise – Moderate: Rising sea levels will increase the likelihood and intensity of floods, as well as lead to increased coastal and fluvial flooding, increased tidal inundation, coastal erosion, tsunami inundation, seawater intrusion, and worsened storm surge
- Flash flood – Moderate: Flash flooding occurs quickly with little to no warning and can cause serious damage in the County.
- Extreme heat – Moderate: Extreme heat has caused fatalities in the County and is associated with a variety of health-related issues.
- Coastal flooding – Moderate: Coastal flooding is generally associated with winter storms, high tides, and strong winds and is a significant hazard on the coastline.

In addition, according to Monterey County Health Department's Resilient Monterey County Dashboards, climate change is causing temperatures to increase and is changing weather patterns. This mean more frequent extreme heat events, increases risk for mosquito-borne diseases, altered crop yields and increased food prices, and increased air pollution.

Describe the vulnerability to these risks of housing occupied by low- and moderate-income households based on an analysis of data, findings, and methods.

As discussed in the County's 2022 Multi-Jurisdictional Hazard Mitigation Plan, economically disadvantaged populations are disproportionately affected by disasters and are less likely to have the income or assets needed to prepare for a possible disaster, respond to, or to recover after a disaster. Although the monetary value of their property may be less than that of other households, it likely represents a larger proportion of total household assets. For these households, lost property is proportionately more expensive to replace, especially without homeowner's or renter's insurance.

- Poverty: People living in poverty have the least resources to adapt to climate change and recover from natural hazards. Climate change could also increase the number of people living in poverty due to increasing cost of food and other resources.
- Housing affordability: Households paying more than 30 percent of their income on housing (cost-burdened) are less able to afford healthy food, air conditioning, and other items that reduce vulnerability to climate change.
- Food insecurity: Climate change's effect on weather patterns will affect crops, making food and fresh produce more expensive.
- Educational attainment: Educational attainment is associated with the level of preparedness for natural disasters. People with college degrees are less vulnerable to climate change.
- People with poor health status are more vulnerable to severe heat events and poor air quality, both of which are increased by climate change.

Other vulnerable populations include renters, the elderly, those who are less mobile, households without air conditioning, households lacking access to grocery stores, households in treeless areas, and households on impervious land cover. In addition, people in rural areas are more likely to be affected by climate change impacts, such as droughts or severe storms.

Strategic Plan

SP-05 Overview

Strategic Plan Overview

The Strategic Plan is the centerpiece of the Consolidated Plan. The Plan describes:

- General priorities for assisting households; and
- Programs to assist those households in need; and
- Five-year objectives identifying proposed accomplishments.

The Strategic Plan also addresses the following areas:

- Anti-poverty strategy; and
- Lead-based paint hazard reduction; and
- Reduction of barriers to affordable housing; and
- Institutional Structure/Coordination among agencies.

Given the demographic characteristics, housing market conditions, and economic climate impact of the Urban County, this Consolidated Plan focuses on housing and community development strategies that will:

- Concentrate the limited resources available to help those at the very bottom of the economic ladder - the extremely low and low income and special needs populations; and
- Link housing strategies to economic development activities, promoting housing programs and projects that will also offer employment and training opportunities.

SP-10 Geographic Priorities – 91.215 (a)(1)

Geographic Area

The Urban County has not established specific target areas to focus the investment of CDBG funds. This section and Table 48 are not applicable.

Table 48 - Geographic Priority Areas

General Allocation Priorities

Describe the basis for allocating investments geographically within the jurisdiction (or within the EMSA for HOPWA)

The Monterey Urban County is comprised of the unincorporated areas and the cities of Gonzales, Greenfield, Marina and Sand City. Overall, funding allocated to participating jurisdictions is based on the estimated amount each jurisdiction would receive if it were able to individually apply to HUD for CDBG funding. The HUD statutory formula for allocation is based on overall population, distribution of low- and moderate-income persons, and poverty rate. The minimum amount awarded to any participating jurisdiction is $10,000 annually regardless of the amount allocated by HUD.

In terms of specific geographic distribution of investments, infrastructure improvements and public facilities will be focused primarily in areas with concentrations of low- and moderate-income population. **Figure 1** shows a map illustrating the low- and moderate-income areas in the Urban County (defined as a block group where at least 51 percent of the population with incomes not exceeding 80 percent of the Area Median Income). Investments in public facilities and services serving special needs populations and primarily low- and moderate-income persons will be made throughout the Urban County area.

SP-25 Priority Needs - 91.215(a)(2)

1	**Priority Need Name**	Affordable Housing
	Priority Level	High
	Population	Extremely Low Low Moderate Large Families Families with Children Elderly Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence
	Geographic Areas Affected	Not Applicable
	Associated Goals	Affordable Housing
	Description	Given the limited allocation, CDBG funds will be focused primarily on the rehabilitation of existing housing or providing infrastructure improvement to support affordable housing development. The HOME funds can be used for new construction, acquisition, rehabilitation, and/or rental assistance in the unincorporated County.
	Basis for Relative Priority	The focus of CDBG funds would be residential rehabilitation activities and infrastructure improvements for affordable housing projects. Use of CDBG funds for residential new construction is only eligible under limited conditions. The HOME funds can be used to address affordable housing needs in the unincorporated County.

2	**Priority Need Name**	Homeless Services and Homeless Prevention
	Priority Level	High
	Population	Extremely Low Low Large Families Families with Children Elderly Public Housing Residents Rural Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth
	Geographic Areas Affected	Not Applicable
	Associated Goals	Homeless and Homeless Prevention Services
	Description	CDBG funds will be used to complement the Continuum of Care Strategy (CoC) to provide homeless services and prevention services for those who are at risk of becoming homeless.
	Basis for Relative Priority	Homeless counts in the County increased by 19 percent since 2022. Unemployment and underemployment is higher in the Urban County compared to Monterey County. The top most common obstacles cited to obtaining permanent housing were ability to afford rent and lack of a job/income and a lack of money for moving costs. Homeless and homeless prevention services are critical to those who are most in need.

3	**Priority Need Name**	Infrastructure Improvements
	Priority Level	High
	Population	Extremely Low Low Moderate Large Families Families with Children Elderly Non-housing Community Development
	Geographic Areas Affected	Not Applicable
	Associated Goals	Infrastructure Improvements
	Description	The Urban County will pursue infrastructure improvements to benefit low- and moderate-income areas and low and moderate income households. Infrastructure improvements may include, but are not limited to: • Water and sewer improvements • Drainage improvements • Streetlights • Streets and sidewalks • ADA improvements
	Basis for Relative Priority	Many communities within the Urban County lack basic infrastructure. Infrastructure improvements not only serve to create a suitable living environment for low- and moderate-income residents. They can also be a catalyst to economic development, facilitating business retention and attraction activities in the Urban County.

4	**Priority Need Name**	Public Facilities
	Priority Level	High
	Population	Extremely Low Low Moderate Large Families Families with Children Elderly Rural Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence Non-housing Community Development
	Geographic Areas Affected	Not Applicable
	Associated Goals	Public Facilities

	Description	The Urban County has extensive needs for public facility improvements. CDBG funds may be used to construct, improve, or expand a variety of public facilities in low- and moderate-income areas and to benefit low- and moderate-income persons, as well as persons with special needs. Projects may include, but are not limited to: • Community centers • Public libraries • Youth and childcare centers • Health centers • Senior centers • Emergency and transitional housing facilities
	Basis for Relative Priority	Many communities in the Urban County lack public and community facilities to serve the low- and moderate-income residents and those with special needs. Existing facilities are mostly dated and inadequate in amenities or capacity to meet the needs of residents.
5	**Priority Need Name**	Public Services
	Priority Level	High
	Population	Extremely Low Low Moderate Large Families Families with Children Elderly Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence
	Geographic Areas Affected	Not Applicable
	Associated Goals	Fair Housing Public Services

	Description	A variety of supportive services are needed in the Urban County. Emphasis will be placed on the following: • Youth services (including services for at-risk youth) • Health services • Senior services • Fair housing and legal services
	Basis for Relative Priority	The lack of supportive services for persons with special needs was a recurring theme during the Consolidated Plan development process. Most services are located in service hubs such as Salinas and Monterey. Urban County residents have limited ability to access these services. Therefore, using CDBG funds to provide services targeted for Urban County residents is a high priority need.
6	**Priority Need Name**	Planning and Administration
	Priority Level	High
	Population	Extremely Low Low Moderate Middle
	Geographic Areas Affected	Not Applicable
	Associated Goals	Planning and Administration
	Description	Compliance with all CDBG regulations, planning and reporting requirements is important to ensure that the Urban County continues to receive funding from HUD. A high priority of the Consolidated Plan is also allocating adequate staff time and resources to implement the CDBG-funded programs and to monitor program achievements. With the HOME funds, compliance with HOME regulations, planning and reporting requirements will be needed.
	Basis for Relative Priority	Planning and administration is critical to the delivery of the Urban County CDBG Program and the unincorporated County HOME funds to ensure compliance with regulations.

Table 49 – Priority Needs Summary

Narrative (Optional)

In establishing five-year priorities for assistance, the Monterey Urban County has taken several concerns into consideration:

- Those categories of low- and moderate-income households most in need of housing and community development assistance; and
- Which activities will best meet the needs of those identified households; and
- The extent of federal and other resources available to address these needs.

Based on input obtained from the Consolidated Plan development participation process, this Consolidated Plan will address needs that are identified as High Priority.

Specifically, the following participating jurisdictions provided a list of projects they might consider for CDBG funds during the FY 2025-2029 Consolidated Planning Period:

- Gonzales: New Type 1 model CAL OES Specification Fire Engine
- Greenfield: Walnut Avenue Specific Plan Pedestrian Improvements. This project, or a comparable project would remain among the City's highest priority if it is eligible.
- Marina:
    - Bus Stop ADA Improvements - Located at Del Monte and Reservation Road
    - Permanent Supportive Housing (PSH) Facilities Improvement Project – Replacement roofs for 40+ year old roofs on 22 buildings (59 units/200 low-income client/tenants). These buildings are part of Community Homeless Solutions' PSH, Youth Housing, Bridge Housing and Domestic Violence Programs. This project will provide riders with safe ADA connection between the bus and sidewalk.
    - Veteran's Transition Center – ADA bathroom renovations to provide functional and accommodating bathroom facilities for homeless veterans with disabilities.
- Sand City: ADA Compliant Restrooms installed on Coastal Trail.

In September 2024, the County Board of Supervisors adopted a Resolution supporting budget priorities for future discretionary funds made available to use in the unincorporated area of the County of Monterey. The priorities include:

- Road Repair and Infrastructure Projects - repair streets, potholes and bridges, and address failing public facilities and infrastructure that have exceeded their useful life.
- Water and Sewer (Wastewater) Infrastructure Projects - improve efficiency, quality, and service for reliable and safe water.
- Parks Projects-restoring the recreational features and improve our County park lake recreational facilities for enhancing visitorship experience.
- Other essential County services, programs, and improvements, including but not limited to strategies to address housing affordability, reduce homelessness, and provide healthcare services for children and vulnerable populations as well as improved emergency services.

SP-30 Influence of Market Conditions – 91.215 (b)

Influence of Market Conditions

Affordable Housing Type	Market Characteristics that will influence the use of funds available for housing type
Tenant Based Rental Assistance (TBRA)	The Urban County does not anticipate using CDBG funds for Tenant-Based Rental Assistance. Due to the costs of operating a TBRA program, the unincorporated County is planning to partner with a nonprofit to operate a TBRA program utilizing HOME funds.
TBRA for Non-Homeless Special Needs	The Urban County does not anticipate using CDBG funds for Tenant-Based Rental Assistance. Due to the costs of operating a TBRA program, the unincorporated County will partner with a nonprofit to operate a program utilizing HOME funds. Such a program may benefit non-homeless special needs households.
New Unit Production	The Urban County does not anticipate using CDBG funds for new construction of housing. However, CDBG funds may be used to provide infrastructure improvements associated with new construction of affordable housing. The unincorporated County may use HOME funds for new construction, depending on funding levels and opportunities to partner with nonprofit developers.
Rehabilitation	Given the age of the housing stock in the Urban County, the number of substandard housing units is moderate. Housing age can indicate general housing conditions within a community. Housing is subject to gradual deterioration over time. Deteriorating housing can depress neighboring property values, discourage reinvestment, and eventually impact the quality of life in a neighborhood. According to 2016-2020 CHAS data, a majority of the Urban County's housing stock was constructed prior to 1980. Approximately 49 percent of owner-occupied housing and 44 percent of renter-occupied housing in the Urban County is over 45 years old (built before 1980). Given the limited amount of CDBG funds available, and the difficulty of low- and moderate-income households in obtaining home improvement financing on the private market, CDBG funds may be used for rehabilitation and emergency repairs of housing for low- and moderate-income households. HOME funds may be used for rehabilitation of units located within the unincorporated County.
Acquisition, including preservation	The Urban County anticipates about $1.36 million in CDBG funds annually. The unincorporated County will be receiving $403,479.96 in HOME entitlement funds for FY2025-26. The County will utilize $96,520.04 in State HOME Program Income for a total $500,000 in HOME allocations. This limited level of funding makes it difficult to pursue any major affordable housing projects such as acquisition or preservation unless partnering opportunities can be identified.

Table 50 – Influence of Market Conditions

SP-35 Anticipated Resources - 91.215(a)(4), 91.220(c)(1,2)

Introduction

The FY 2025 HUD allocation is $1,361,629 for the unincorporated areas and the Cities of Gonzales, Greenfield, Marina and Sand City (Table 51). Currently, the Urban County is not eligible to receive funding under the Emergency Solutions Grant (ESG) or Housing Opportunities for Persons with AIDS (HOPWA) – programs also covered under the Consolidated Plan regulations. Over the five-year planning period, the Urban County assumes $6,808,145 in CDBG allocations, excluding funds carried over from prior years and program income.

In FY 2025, the unincorporated County will be receiving HOME entitlement funds allocation of $403,479.96, The County will utilize $96,520.04 in State HOME Program Income for a total $500,000 in HOME funds. This will be utilized for projects primarily in the unincorporated areas. Over the five-year planning period, the unincorporated County assumes $2,017,399.80 in HOME funds.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	Public-Federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	$1,361,629	$10,000	$0	$1,371,629	$5,486,516	The FY 2025 CDBG allocation is $1,361,629. Over the five-year planning period, the Urban County now assumes $6,808,145 in CDBG allocations, excluding funds carried over from prior years and program income.
HOME	Public-Federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	$403,479.96	$96,520.04	$0	$500,000	$1,613,919.84	For the unincorporated County only: The anticipated FY 2025-26 HOME allocation is $403,479.96. Over the five-year planning period, the unincorporated County assumes $2,017,399.80 in HOME allocations excluding funds carried over from prior years and program income.

Table 51 - Anticipated Resources

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The County continues to pursue additional funding aggressively and to leverage its funding partnerships with public, private and non-profit groups. The Urban County will utilize a variety of funding sources to leverage CDBG funds and the unincorporated County will do the same for the HOME funds. These include:

- **Low Income Housing Tax Credit (LIHTC):** LIHTC is perhaps the single most important funding source available for affordable housing development. The County continues to support funding applications by affordable housing developers to pursue additional LIHTC.
- **No Place Like Home (NPLH):** This program provides funding for acquiring, designing, constructing, rehabilitating, or preserving permanent supportive housing for persons who are experiencing homelessness, chronic homelessness or who are at risk of chronic homelessness, and who are in need of mental health services.
- **General:** The County has some sources of funding for affordable housing. These include Inclusionary Housing In-Lieu fees, Program Income, and competitive State HOME funds. Many of these funds are being spent down and future funding will be at reduced levels. The County will also work with housing developers to pursue LIHTC and NPLH, as well as other funding sources. HOME guidelines emphasize the importance of using HOME to fill in 'financing gaps' that often result when projects face more rigid requirements established either by particular loan regulations, or due to the degree of competition for other financing.
- **Housing Choice Voucher/VASH:** The Housing Authority of the County of Monterey (HACM) operates Rental Assistance programs for County residents. HACM programs are a critical resource for extremely low- and low-income households. The HACM converted all public housing units county-wide to Project-Based Rental Assistance under the Rental Assistance Demonstration program in 2015.
- **Federal:** The County uses federal funds to fund a rapid rehousing program that leverages CALWorks funds through the Department of Social Services and the California Whole Person Care through the Department of Health. These funds help keep the Salinas homeless shelter open and serving the entire homeless population of Monterey County.
- **Home Match Requirements:** Pursuant to HUD regulations, all participating jurisdictions (PJs) must contribute or match 25 cents for each dollar of HOME funds spent on affordable housing. The unincorporated County will use California Permanent Local Housing Allocation (PLHA) grant funds.

  For FY 2025, the County will match $112,500 from Castroville/Pajaro Redevelopment leftover funding. After subtracting the ten percent of HOME allocations for administration ($50,000), this meets the $0.25 per HOME dollar spent on affordable housing ($450,000 X $0.25 = $112,500.00). For the remaining four years of the Consolidated Plan period, the County will match the $403,479.96 HUD annual allocation with $100,869.99, for a total of $403,479.96.

  All public service activities that are funded by the Urban County do provide detailed information on other sources of funding for their activities and this information is reported to HUD separately.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The Share Center at 855 East Laurel has been open since May 26, 2021, and supported by County General Funds, California Permanent Local Housing Allocation (PLHA) grant funds and City of Salinas contributions. The Seaside Shelter, located at 1292 Olympia Avenue is open and is a 35-bed year-round shelter.

Discussion

Over the Consolidated Planning Period FY 2025-2029, the Urban County will distribute CDBG funds to specific jurisdictions each fiscal year following the schedule below. The HOME funds will be used for the unincorporated County only.

	FY 2025-2026	FY 2026-2027	FY 2027-2028	FY 2028-2029	FY 2029-2030	Total FY 2025-2029
Gonzales	$$630,566	-	-	$55,889	$55,889	$742,344
Greenfield	-	-	$547,299	$174,224	$174,224	$895,747
Marina	$156,587	$452,696	-	$144,108	$144,108	$897,499
Sand City	-	$74,075	-	$23,580	$23,580	$121,235
County Projects	$107,906	$368,288	$347,760	$497,258	$497,258	$1,818,470
Public Services	$204,244	$204,244	$204,244	$204,244	$204,244	$1,021,220
Administration	$272,326	$272,326	$272,326	$272,326	$272,326	$1,361,630
Total Funding	**$1,371,629**	**$1,371,629**	**$1,371,629**	**$1,371,629**	**$1,371,629**	**$6,858,145**

SP-40 Institutional Delivery Structure – 91.215(k)

Explain the institutional structure through which the jurisdiction will carry out its consolidated plan including private industry, non-profit organizations, and public institutions.

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
COUNTY OF MONTEREY	Government	Economic Development Homelessness Non-homeless special needs Ownership Planning Rental neighborhood improvements public facilities public services	Jurisdiction
CITY OF GONZALES	Government	Economic Development Homelessness Non-homeless special needs Ownership Planning Rental neighborhood improvements public facilities public services	Jurisdiction
CITY OF GREENFIELD	Government	Economic Development Homelessness Non-homeless special needs Ownership Planning Rental neighborhood improvements public facilities public services	Jurisdiction
MARINA	Government	Economic Development Homelessness Ownership Planning Rental neighborhood improvements public facilities public services	Jurisdiction

SAND CITY	Government	Economic Development Homelessness Ownership Planning Rental neighborhood improvements public facilities public services	Jurisdiction
HOUSING AUTHORITY OF THE COUNTY OF MONTEREY	PHA	Public Housing Rental	Region

Table 52 - Institutional Delivery Structure

Assess of Strengths and Gaps in the Institutional Delivery System

Housing, supportive services, and community development activities for residents in the Urban County are delivered by a large number of public agencies, nonprofit organizations, and private entities. However, several gaps still exist in the delivery system:

- Staff Capacity of the Participating Jurisdictions: With local, state, and federal budget cuts, the Urban County participating jurisdictions have all faced some level of staffing cuts in recent years. Implementation of the CDBG program requires dedicated staff resources. Implementation of HOME funds will require dedicated unincorporated County staff resources.
- Coordination: With a multitude of agencies providing a variety of services, there is a general lack of coordination among agencies to avoid overlaps in services or to direct clients to the appropriate agencies.

Availability of services targeted to homeless persons and persons with HIV and mainstream services

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Homelessness Prevention Services			
Counseling/Advocacy	X	X	X
Legal Assistance	X		
Mortgage Assistance	X		
Rental Assistance	X	X	X
Utilities Assistance	X	X	X
Street Outreach Services			
Law Enforcement	X		
Mobile Clinics	X	X	
Other Street Outreach Services	X	X	X

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Supportive Services			
Alcohol & Drug Abuse	X	X	X
Child Care	X	X	
Education	X	X	
Employment and Employment Training	X	X	
Healthcare	X	X	X
HIV/AIDS	X	X	X
Life Skills	X	X	X
Mental Health Counseling	X	X	X
Transportation	X	X	X
Other			
Other			

Table 53 - Homeless Prevention Services Summary

Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)

As discussed previously, while services are available to residents in Monterey County, the level of services available is not adequate to meet the needs. Furthermore, there are gaps in the geographic coverage. Most affordable housing and licensed care facilities in the County are found in Salinas and Monterey. Most services follow this trend.

Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above

The Lead Me Home Leadership Council of Monterey and San Benito Counties developed the 2021-2026 Lead Me Home Plan Update to help identify the needs of people in Monterey County experiencing homelessness and strategies to address the needs of this population. The plan, which was an update to the original 2019 Lead Me Plan, included outreach and analysis to identify areas where current efforts to address homelessness were falling short. The analysis showed that an insufficient supply of rapid rehousing and permanent supportive housing in the County was a key challenge in the region, as well as the lack of a coordinated regional strategy to develop affordable housing, particularly housing for those at the lowest income levels.

Findings from the 2021-2026 Update found that while the response system has included recent expansion of the shelter system, rapid rehousing and permanent supportive housing, most programs in the system are underperforming in terms of their ability to help secure housing when they exit. Additional gaps included a need to refine the Coordinated Access and Referral System to provide for effective and streamlined connections to housing, particularly for youth.

The 2021-2026 Update sets a goal to reduce homelessness in the region by 50 percent over the five-year period. The strategies include improving the performance of the homelessness response system, and particularly the system's effectiveness in supporting people to secure and sustain housing. This improvement can happen through expanding

housing solutions, enriching and expanding mobile outreach services, providing support services to retain housing and implement performance measures.

Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs

For the Urban County, allocating up to 15 percent of the CDBG funds for supportive services is an important step in addressing gaps in the service delivery system. The Urban County will identify gaps in services through the needs assessment process and fund public/supportive service programs that are most in need. A portion of the CDBG funds will also be used to address costs associated with program delivery.

For the unincorporated County, allocating ten percent of HOME funds for service delivery will be required to address costs associated with program delivery.

SP-45 Goals Summary – 91.215(a)(4)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Fair Housing	2025	2029	Non-Homeless Special Needs Fair Housing		Public Services	CDBG: $341,625	Public service activities other than Low/Moderate Income Housing Benefit: 1,500 Persons Assisted
2	Homeless and Homeless Prevention Services	2025	2029	Homeless		Homeless Services and Homeless Prevention	CDBG: $119,325	Public service activities other than Low/Moderate Income Housing Benefit: 50 Persons Assisted Homelessness Prevention: 120 Persons Assisted
3	Public Facilities Marina, Gonzales, Sand City; County 50%	2025	2029	Non-Homeless Special Needs Non-Housing Community Development		Public Facilities	CDBG: $3,587,758	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 50,423 Persons Assisted
4	Public Services	2025	2029	Non-Homeless Special Needs		Public Services	CDBG: $782,570	Public service activities other than Low/Moderate Income Housing Benefit: 7,375 Persons Assisted

5	Economic Development	2025	2029				CDBG: $887,537	Low/Moderate Income Housing Benefit: 10,770 Persons Assisted
6	Affordable Housing	2025	2029	Affordable Housing		New Housing and Rehabilitation of Rental and Ownership Housing, Rental Assistance	HOME: $2,017,399.80 State HOME PI (FY 25/26): $96,520.04	Affordable housing activities benefitting Low/Moderate Income Households in the unincorporated County 48 Households Assisted
7	Planning And Administration	2025	2029				CDBG: $1,139,300 HOME: $211,391.98	

Table 54 – Goals Summary

Goal Descriptions

1	**Goal Name**	Fair Housing
	Goal Description	Provide fair housing services, including education, outreach, investigation, mediation, and litigation services.
2	**Goal Name**	Homeless and Homeless Prevention Services
	Goal Description	Provide a range of services for the homeless and those who are at risk of becoming homeless.

3	**Goal Name**	Public Facilities
	Goal Description	Provide public facilities to benefit low- and moderate-income persons.
4	**Goal Name**	Public Services
	Goal Description	Provide a range of supportive services for low- and moderate-income persons and those with special needs. Emphasis will be on youth services (particularly for at-risk youth) and senior services.
5	**Goal Name**	Economic Development
	Goal Description	Provide economic development support to benefit low-and moderate-income persons.
6	**Goal Name**	Affordable Housing
	Goal Description	Provide decent and affordable housing for low- and moderate-income persons through rehabilitation, acquisition/rehabilitation, infrastructure improvements, rental assistance, new construction, and/or other related activities.
7	**Goal Name**	Planning and Administration
	Goal Description	Compliance with all CDBG regulations, planning and reporting requirements is important to ensure that the Urban County continues to receive funding from HUD.

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)

The County may provide up to $250,000 in support of Eden Housing's 845 E. Laurel Dr. affordable housing project. This project will result in 130 affordable units, primarily financed with tax credits. Because of the tax credit financing, the units will be primarily affordable to extremely low- and low-income households.

Rental Units Constructed and Rehabilitated

Unincorporated County HOME funds will be used to expand the affordable housing inventory for extremely low, low, and moderate-income households through new construction, acquisition, and/or rehabilitation. Approximately 48 households will be assisted, primarily for very low and low income households.

SP-50 Public Housing Accessibility and Involvement – 91.215(c)

Need to Increase the Number of Accessible Units (if Required by a Section 504 Voluntary Compliance Agreement)

The Housing Authority of the County of Monterey (HACM) is not required to increase the number of accessible units by a Section 504 Voluntary Compliance Agreement. HACM does provide reasonable accommodation and modifications for its disabled applicants and residents so that they have equal access to housing and programs. HACM also participates as a board member in the Housing Alliance for Persons with Disabilities to further the development of accessible units in the region.

Activities to Increase Resident Involvements

The HACM requires or promotes a range of activities to increase resident involvement. These include:

- Requiring each adult household member to participate in eight hours of community services; and
- Encouraging the installation of neighborhood watch programs; and
- Conducting tenant meetings to receive input from residents; and
- Conducting specific meetings before the HACM board regarding tenant involvement.

Is the public housing agency designated as troubled under 24 CFR part 902?

No

Plan to remove the 'troubled' designation

Not applicable.

SP-55 Barriers to affordable housing – 91.215(h)

Barriers to Affordable Housing

Lack of Affordable Housing Funds

The high construction and land costs in Monterey County render the need for substantial subsidies for affordable housing. However, the availability of funding for affordable housing has been severely affected by the dissolution of redevelopment agencies in the State of California.

State and Federal Davis-Bacon Prevailing Wages

The State Department of Industrial Relations (DIR) expanded the kinds of projects that require the payment of prevailing wages. Prevailing wage adds to the overall cost of development. A prevailing wage must also be paid to laborers when federal funds are used to pay labor costs for any project over $2,000 or on any multi-family project over eight units. Based on discussions with developers, various prevailing wage requirements typically inflate the development costs by 35 percent.

Environmental Protection

State law (California Environmental Quality Act, California Endangered Species Act) and federal law (National Environmental Protection Act, Federal Endangered Species Act) regulations require environmental review of proposed discretionary projects (e.g., subdivision maps, use permits, etc.). Costs resulting from the environmental review process are also added to the cost of housing. Recent State legislation has aimed to streamline affordable housing development, including exempting certain projects from CEQA processing.

California Coastal Act of 1976

The State legislature enacted the Coastal Act in 1976 to protect California's coastline from development encroachment through long-term and comprehensive planning. The Act establishes a coastal zone, outlines standards for development in the coastal zone, and created the Coastal Commission – the State agency tasked with implementing the Act in partnership with local governments. Approximately 197,343 acres, or 10 percent of the County's land area, are located within the coastal zone. The Coastal Act's numerous regulatory requirements and limitations on the types and densities of new construction in the coastal zone and potential for appeals resulting in additional layer of project review by an outside agency are a significant constraint on housing development in Monterey County.

Land Use Policies

Local land use policies could be a constraint to housing development when the requirements for parking, height limit, density, and setbacks result in limiting the number of housing units that can be feasibly constructed on site. Recent changes in State law now require local jurisdictions develop objective standards to facilitate housing development.

Planning and Development Fees

Planning and development impact fees, such as for transportation, water, and sewer infrastructure improvements, often add to the overall cost of development. Many jurisdictions waive, reduce, or defer fees for affordable housing.

Permit and Processing Procedures

Builders and developers frequently cite the cost of holding land during the evaluation and review process as a significant factor in the cost of housing. Processing times vary with the complexity of the project. Recent changes to State law require jurisdictions allow certain types of housing by right without discretionary review as a way to streamline housing development.

SP-60 Homelessness Strategy – 91.215(d)

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Monterey County Continuum of Care (CoC) follows the HUD determined core practices that that have been used to help solve local homelessness in other communities including Street Outreach and Engagement. Outreach begins the initial steps that lead to engagements which includes building a personal connection with the individuals, assessing their immediate needs a with a basic field needs assessment, and working to identify barriers that the individual must address and overcome to improve health status, social support network and address their housing crisis. Engagement is continued multiple contacts with the individuals living on the street, continued attempts in those contacts to develop and establish a rapport and trust that leads to a trusting relationship that can facilitate the development of a Housing goal and plan as well as addressing the individuals medical, mental health and service needs.

The Monterey Continuum of Care (CoC) coordinates with Coalition member agencies to provide extensive community outreach relating to the availability of rental assistance for eligible homeless. Housing Locators, with support from a wide range of community members, focus on finding various housing options for street outreach workers to engage homeless persons. CoC providers have also expanded outreach services for the purpose of providing resource availability information in the North County/Pajaro areas and South County areas that have seen an increased number of homeless families with dependent children.

Several CoC service providers also have outreach workers that engage those persons sleeping on the streets and places not meant for habitation:

- A Mobile Outreach Services Team (MOST) provides assistance for people living outside on the street in the Monterey Peninsula, Salinas, and North and South County areas. Operated by Community Homeless Solutions, services include referrals to shelters, substance abuse programs, linkages to medical care, and other supportive services within Monterey County. The MOST van has a limited supply of emergency food, clothing, blankets, and other supplies for immediate distribution at their stopping places.
- MCHOME also has a Homeless Outreach Program that helps homeless adults with mental illness off the streets and into housing and treatment. MCHOME provides intensive integrated services, including assistance with housing (transitional/permanent), intensive case management services, mental health services, medication evaluation and support.

Community Human Services' Safe Place program provides street outreach, survival aid, and hygiene products to runaway and homeless youth up to age 25.

Addressing the emergency and transitional housing needs of homeless persons

Monterey County's CoC strategy to improve interim housing outcomes includes ensuring sufficient supply of interim housing, including respite care, emergency and transitional housing, to meet the need for all parts and populations of the County to address crises, assess needs and provide service linkages, and move people into permanent housing as quickly as possible. The CoC collaborates with emergency shelter housing providers on a regular basis relevant to increasing their capacity to participate in HMIS. Improvements in emergency shelter bed coverage have been made and this collaboration will continue.

Transitional and temporary housing available in Monterey County includes:

- Franciscan Workers – House of Peach
  - Transitional program for unaccompanied men and women, case management and supportive services provided.
- Interim, Inc. – Shelter Cove & Sun Rose Apartments
  - Transitional housing for homeless adults with severe mental disabilities.
- Salvation Army – Case de Las Palmas
  - Transitional housing for families with children, provides case management and support services.
- Veterans Transition Center – Coming Home GPD Program
  - Transitional housing for veterans and family

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

Housing First is a HUD best practice that has proven to allow for opportunities for people to end homelessness in greater numbers. Housing First is a low barrier approach that consists of removing barriers that have hindered homeless persons from obtaining housing (e.g. too little/no income, active or history of substance abuse) and maintaining housing (e.g. failure to participate in supportive services, loss of income).

Countywide about nine percent of the population experiencing homelessness were unaccompanied Youth (225 people), which includes both minors under 18 and transition age youth (ages 19-24). The majority of unaccompanied youth are unsheltered (90 percent). Based on the proportion of people experiencing homelessness overall in the Urban County, it is estimated that 56 of these unaccompanied youth are living in the Urban County. The following assistance and services available to families and youth in Monterey County include:

- Community Homeless Solutions – Serenity Youth Housing
  - Transitional housing for unsheltered youth ages 18-24 and support services.
- Community Human Services – Safe Passage
  - Transitional housing for youth (ages 18-24) with supportive services for stability and self-sufficiency.
- Community Human Services – Safe Place Shelter

    - Provides shelter, counseling, and family reunification services for runaway and homeless youth.
- The Epicenter – Youth Drop-in Center
    - Resource center for youth (ages 16-24) offering support in housing, education, and employment.
- Unity Care Group – Youth Housing Services
    - Provides stable housing and supportive services for young adults (ages 18-25).

Veterans comprise six percent (146 people) of the people experiencing homelessness in the County overall, a decrease since 2022. Based on the proportion of people experiencing homelessness overall in the Urban County, it is estimated that 37 veterans experiencing homelessness live within the Urban County. There are a variety of services and housing supports available to Monterey County veterans and their families. Some of these include:

- Front Street Inc. – Pageant Center
    - Temporary emergency housing for homeless veterans and supportive services.
- Monterey County Military & Veterans Affairs Office
    - Assists veterans with accessing federal, state, and local benefits.
- Nation's Finest – Veteran's Services
    - Housing, health, and employment services for veterans and their families.
- Veterans Crisis Line
    - A 24/7 crisis support line for veterans and their families.
- U.S. Department of Veteran Affairs – Outpatient Clinic
    - Provides primary care and specialty health services for veterans.
- Veterans Transition Center of California
    - Provides meals, clothing, and housing to veterans who are homeless or have been incarcerated.

Employment plays a key role in ending homelessness, giving people dignity, self-respect, and the resources to help pay for housing and other necessities of life. It also supports recovery for those suffering from mental and substance use disorders. A number of programs exist in Monterey County, some of which include employment services, that address homelessness for persons with serious mental illness who are chronically homeless, homeless, or at-risk of being chronically homeless include:

- **County of Monterey Health Department** operates the state/federally-funded Whole Person Care Pilot 1115 Waiver program to provide people who are homeless and high utilizers of hospitals and emergency rooms with comprehensive, coordinated case management consisting of physical and mental health, substance use treatment, sobering center services, medical-legal services, social services benefits, tenancy preparedness, landlord recruitment, Housing Choice Voucher coordination, financial assistance, housing placement and placement supports, transportation support, life skills education, meals and other basic provisions.
- **Monterey County Behavioral Health Bureau (MCBHB)- Adult System of Care (ASOC). The ASOC** program provides a continuum of County operated and community-based mental health services to individuals with severe and persistent mental illnesses. The services include inpatient, social rehabilitation, supportive housing, and outpatient services to adults eighteen (18) years of age and above. Monterey County Behavioral Health Bureau also collaborates with contract providers who provide supportive housing, linkage to employment and education services.
- **Interim, Inc.** ("Interim") is a non-profit organization founded in partnership with Monterey County's Behavioral Health Bureau (MCBHB) that provides a continuum of residential treatment, affordable supportive housing,

and social rehabilitation services for adults with psychiatric disabilities residing in Monterey County. Interim's goals are to reduce the incidence of and the need for costly inpatient psychiatric hospital care, to prevent mentally ill adults from becoming homeless, and to assist those who are homeless to obtain and maintain housing in the community. Interim provides wrap-around intensive, and outreach for adults with psychiatric disability who are homeless or at risk of homelessness through the MCHOME Program. The purpose of the program is to assist consumers to move off the street into housing and employment and/or benefits through outreach, assessments, intensive case management services, mental health services, and assistance with daily living skills.

Help low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families who are likely to become homeless after being discharged from a publicly funded institution or system of care, or who are receiving assistance from public and private agencies that address housing, health, social services, employment, education or youth needs

Earlier discussion under MA-35-Special Needs Facilities and Services- of this Consolidated Plan describes the discharge planning activities are underway in Monterey County.

Discharge planning for people exiting acute physical and mental health treatment is critical to ensure individuals are linked with the housing and services they need to achieve ongoing housing stability. Hospital staff coordinate with local social service and housing providers to guide patients to the appropriate service when they leave the hospital. The Coordinated Assessment and Referral System (CARS), which matches individuals experiencing homelessness to appropriate resources through a standardized triage assessment, can also be accessed from participating hospitals.

Some of the options available to people returning from mental and physical health institutions include:

- Community Homeless Solutions - Central Coast Respite Center
  - Provides short-term shelter for homeless adults discharged from Community Hospital of the Monterey Peninsula (CHOMP), Natividad Medical Center, or Salinas Valley Memorial Hospital (SVMH) who need continued recovery time.
  - Offers case management, meals, and supportive services to help patients transition to stable housing.
- Interim, Inc. – Bridge House
  - 24-hour adult residential treatment for individuals recovering from both a mental illness and a substance use disorder.
  - Focuses on mental health stabilization, independent living skills, and relapse prevention.
- Interim, Inc. – Manzanita House
  - Short-term crisis residential alternative to inpatient psychiatric care for people with psychiatric disabilities experiencing mental health crises
  - Focuses on mental health stabilization, independent living skills, and long-term recovery planning.
- Veterans Transition Center
  - Provides a variety of housing programs for veterans in need of transitional housing, including those with a mental health diagnosis, substance use disorders, multiple diagnosis.
  - Offers case management, job training, and housing placement services as needed.

SP-65 Lead based paint Hazards – 91.215(i)

Actions to address LBP hazards and increase access to housing without LBP hazards

In Monterey County, lead poisoning is addressed by the Monterey County Health Department Childhood Lead Poisoning Prevention Program (CLPPP). CLPPP provides services to the community to:

- Increase awareness of the hazards of lead exposure; and
- Reduce lead exposure.; and
- Increase the number of children assessed and appropriately blood tested for lead poisoning.

A public health nurse provides home visitation and case management, and a registered environmental health specialist provides environmental home inspections to families of children found to be severely lead-poisoned. Local code enforcement staff will continue to provide information on lead-based paint hazards and resources to abatement.

How are the actions listed above related to the extent of lead poisoning and hazards?

Housing age is the key variable used to estimate the number of housing units with lead-based paint (LBP). Starting in 1978, the federal government prohibited the use of LBP on residential property. The potential for housing to contain LBP varies depending on the age of the housing unit. A national study by the Environmental Protection Agency estimates that 60 percent of all residential structures built prior to 1980 contain LBP. Housing built prior to 1940, however, is much more likely to contain LBP (estimated at 87 percent of housing units). Not all units with LBP present a hazard. Properties most at risk include structures with deteriorated paint, chewable paint surfaces, friction paint surfaces, and deteriorated units with leaky roofs and plumbing.

According to the 2016-2020 ACS, approximately 57 percent of owner-occupied housing and 55 percent of renter-occupied housing in the Urban County was built prior to 1980. Using the 60 percent national average of potential LBP hazard, an estimated 14,557 units (9,197 owner-occupied units and 4,250 renter-occupied units) may contain LBP. Of the total units built before 1980, 13 percent of owner-occupied units and 15 percent of renter-occupied units have children present.

How are the actions listed above integrated into housing policies and procedures?

When public funds are used to assist in the substantial rehabilitation of housing units, testing for lead-based paint is required and when lead-based paint is found, the abatement efforts are included in the scope of the rehabilitation assistance.

SP-70 Anti-Poverty Strategy – 91.215(j)

Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families

As described in Section NA-10 above, Monterey County faces significant challenges related to poverty and housing, including a higher-than-average cost of living, and a severe lack of affordable housing. Many low-income residents, particularly farmworkers and families, struggle with inadequate housing and low-wage jobs in industries like agriculture, hospitality, and tourism. Lower income households with a housing cost burden are more likely to lose their homes in the event of loss of employment or other unexpected expenses. As shown in Table 9 and Table 10, 2,009 extremely low income renter households had a cost burden (over 30 percent of income), and 204 extremely low income renter-households had a severe costs burden (over 50 percent of income). In owner households, 1,152 extremely low-income households had a cost burden (over 30 percent of income) and 860 extremely low-income owner-households in the had a severe cost burden (over 50 percent of income).

In addition to an overall need for more affordable housing throughout Monterey County, there are certain populations in the County that have specific housing needs, including farm workers, seniors, larger households, disabled people, and single female headed households. Typically, these populations have lower incomes and require housing affordable at their income levels. There are also overlaps between these populations, and they may have similar housing needs. For example, many seniors in the County also have a disability, and require housing with accommodations to support their physical needs, homes affordable on lower incomes, and homes in physical proximity to services and transportation.

In April 2024, County established the 2025-2028 Workforce Innovation and Opportunity Act (WIOA) Local Plan. The 2025-2028 Local Plan builds upon the vision set forth in the Regional Plan by providing a comprehensive overview of local workforce operations and processes. Key focus areas include:

- CalFresh Employment and Training services
- Coordination with Local Child Support Agencies (LCSAs)
- Alignment with the Comprehensive Integrated Employment (CIE) Blueprint to serve individuals with developmental and intellectual disabilities
- Workforce training for frontline staff, including digital fluency, distance learning, and cultural competencies
- Rapid Response and Layoff Aversion activities
- Youth workforce development initiatives
- America's Job Center of California (AJCC) Operator responsibilities

A core component of the Local Plan is the collaboration and coordination among local workforce partners to achieve the Regional Plan's vision. The plan highlights key cooperative agreements and core partnerships as defined under WIOA Section 121, including:

- WIOA Title II (Adult Education and Literacy)
- WIOA Title III (Wagner-Peyser Employment Services)
- WIOA Title IV (Vocational Rehabilitation Services)
- Carl Perkins Career and Technical Education

How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan

Expanding and preserving affordable housing opportunities will reduce the housing cost burden of households living in poverty. Therefore, a portion of the disposable income may be used to pursue other educational or career goals, as well as for other daily necessities. In addition, public services funding supports local programs that assist residents living in poverty.

SP-80 Monitoring – 91.230

Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The Urban County will maintain accurate records (both program and financial) pertaining to its CDBG-funded activities. Fund disbursements to CDBG public services subrecipients are predicated upon receipt of beneficiary demographics and related programmatic statistics. On-site monitoring of public services activities will be performed annually.

The Urban County will review its CDBG-funded activities on a regular basis to determine whether they are being carried out in accordance with the Consolidated Plan, subrecipient contracts, and memorandum of understanding. The results of such review will be used to:

- Determine suggested revisions to the Consolidated Plan and to the Urban County policies and procedures related to the use of CDBG funds; and
- Confirm compliance with statutory and regulatory requirements of applicable provisions of the CDBG program; and
- Prepare performance reports as required by HUD.

The Economic Development Department of Monterey County will undertake monitoring of the use of CDBG funds received and administered by the Urban County. Each year, an outside audit will also be performed by a qualified accounting firm.

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The FY 2025 HUD allocation is $1,361,629 for the unincorporated areas and the Cities of Gonzales, Greenfield, Marina and Sand City. Currently, the Urban County is not eligible to receive funding under the HOME Investment Partnership Program (HOME), Emergency Solutions Grant (ESG, or Housing Opportunities for Persons with AIDS (HOPWA) – programs also covered under the Consolidated Plan regulations. The unincorporated County is anticipating $403,479.96 in HOME Investment Partnership Program (HOME) entitlement funds for FY 2025-26 and will have $96,520.04 in State HOME Program Income for a total of $500,000 in HOME allocations.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	**Public-Federal**	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	$1,361,629	$10,000	$0	$1,371,629	$5,486,516	The FY 2025 CDBG allocation is $1,361,629. Over the five-year planning period, the Urban County now assumes $6,808,145 in CDBG allocations, excluding funds carried over from prior years and program income.

HOME	Public-Federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	$403,479.96	$96,520.04	$0	$500,000	$1,613,919.84	For the unincorporated County only: The anticipated FY 2025-26 HOME allocation is $403,479.96. Over the five-year planning period, the unincorporated County assumes $2,017,399.80 in HOME allocations excluding funds carried over from prior years and program income.

Table 55 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The County continues to pursue additional funding aggressively and to leverage its funding partnerships with public, private and non-profit groups. The Urban County will utilize a variety of funding sources to leverage CDBG funds. These include:

- **Low Income Housing Tax Credit (LIHTC):** LIHTC is perhaps the single most important funding source available for affordable housing development. The County continues to support funding applications by affordable housing developers to pursue additional LIHTC.
- **No Place Like Home (NPLH):** This program provides funding for acquiring, designing, constructing, rehabilitating, or preserving permanent supportive housing for persons who are experiencing homelessness, chronic homelessness or who are at risk of chronic homelessness, and who are in need of mental health services.
- **General:** The County has some sources of funding for affordable housing. These include Inclusionary Housing In-Lieu fees, Program Income, and competitive State HOME funds. Many of these funds are being spent down and future funding will be at reduced levels. The County will also work with housing developers to pursue LIHTC and NPLH, as well as other funding sources.
- **Housing Choice Voucher/VASH:** The Housing Authority of the County of Monterey (HACM) operates Rental Assistance programs for County residents. HACM programs are a critical resource for extremely low- and low-income households. The HACM converted all public housing units county-wide to Project-Based Rental Assistance under the Rental Assistance Demonstration program in 2015.
- **Federal**: The County uses federal funds to fund a rapid rehousing program that leverages CALWorks funds through the Department of Social Services and the California Whole Person Care through the Department of Health. These funds help keep the Salinas homeless shelter open and serving the entire homeless population of Monterey County.
- **Home Match Requirements:** Pursuant to HUD regulations, all participating jurisdictions (PJs) must contribute or match 25 cents for each dollar of HOME funds spent on affordable housing. The unincorporated County will use California Permanent Local Housing Allocation (PLHA) grant funds.

  For FY 2025, the County will match $112,500 from Castroville/Pajaro Redevelopment leftover funding. After subtracting the ten percent of HOME allocations for administration ($50,000), this meets the $0.25 per HOME dollar spent on affordable housing ($450,000 X $0.25 = $112,500.00). For the remaining four years of the Consolidated Plan period, the County will match the $403,479.96 HUD annual allocation with $100,869.99, for a total of $403,479.96.

All public service activities that are funded by the Urban County do provide detailed information on other sources of funding for their activities and this information is reported to HUD separately.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The Share Center at 855 East Laurel has been open since May 26, 2021 and supported by County General Funds, California Permanent Local Housing Allocation (PLHA) grant funds and City of Salinas contributions. The Seaside Shelter, located at 1292 Olympia Avenue is open and is a 35-bed year-round shelter.

Discussion

The County will be implementing a funding methodology that will allow the County and its partners to plan for larger projects by utilizing their overall allocations within a 2 to 3-year time period. This change should reduce overall administration and allow more time to develop larger, more impactful projects. Over the Consolidated Planning period, County would like to award a minimum of $14,319 to Public Service projects.

CDBG and HOME regulations limit the maximum amount of annual grant funding that can be used to fund general administration (20 percent and 10 percent, respectively). For the FY 2025-26 this will limit general administration to $272,326 for CDBG funds and $50,000 for HOME funds. CDBG regulations also limit the amount of annual funding that can be used for public services (15 percent). As a result, a maximum of $204,244 of CDBG funds can be allocated for public services in FY 2025-26.

The Urban County received ten requests totaling $519,575 for public service activities and four proposals for CDBG funding.

For FY 2025-2026, the Urban County will distribute CDBG funds as follows:

- $787,153 for Public Facilities (City of Gonzales new fire engine and City of Marina Permanent Supportive Housing Facility Improvement Project)
- $107,906 for Public Facilities (County Infrastructure Project)
- $204,244 for Public Services, including Homeless Prevention Services
- $272,326 for Administration, including Fair Housing

For FY 2025-2026, the unincorporated County will distribute $450,000 in HOME funds for affordable housing projects.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Fair Housing	2025	2026	Non-Homeless Special Needs Fair Housing		Public Services	CDBG: $68,325	Public service activities other than Low/Moderate Income Housing Benefit: 300 Persons Assisted
2	Homeless and Homeless Prevention Services	2025	2026	Homeless		Homeless Services and Homeless Prevention	CDBG: $23,865	Public service activities other than Low/Moderate Income Housing Benefit: 10 Persons Assisted Homelessness Prevention: 24 Persons Assisted

3	Public Facilities	2025	2026	Non-Homeless Special Needs Non-Housing Community Development		Public Facilities	CDBG: $895,059	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 11,000 Persons Assisted
4	Public Services	2025	2026	Non-Homeless Special Needs		Public Services	CDBG: $156,514	Public service activities other than Low/Moderate Income Housing Benefit: 1,475 Persons Assisted
5	Affordable Housing	2025	2026	Affordable Housing		New Housing and Rehabilitation of Renal and Ownership Housing, Rental Assistance	HOME: $353,480 HOME PI: $96,520	Affordable housing activities benefitting Low/Moderate Income Households in the Unincorporated County 12 Households Assisted

6	Planning and Administration	2025	2026	Planning and Administration	N/A	Planning and Administration	CDBG: $227,866 HOME: $50,000	

Table 56 – Goals Summary

Goal Descriptions

1	**Goal Name**	Fair Housing
	Goal Description	Provide fair housing services, including education, outreach, investigation, mediation, and litigation services. The Urban County contracts with two organizations to provide these services, Legal Services for Seniors and Eden Council for Hope and Opportunity.
2	**Goal Name**	Homeless and Homeless Prevention Services
	Goal Description	Provide a range of services for the homeless and those who are at risk of becoming homeless.
3	**Goal Name**	Public Facilities
	Goal Description	Provide public facilities to benefit low- and moderate-income persons.
4	**Goal Name**	Public Services
	Goal Description	Provide a range of supportive services for low- and moderate-income persons. Emphasis will be on youth services (particularly for at-risk youth) and senior services.
5	**Goal Name**	Affordable Housing
	Goal Description	Provide decent and affordable housing for low- and moderate-income persons through rehabilitation, acquisition/rehabilitation, infrastructure improvements, and other related activities.
	Goal Name	Planning and Administration

6	**Goal Description**	Compliance with all CDBG and HOME regulations, planning and reporting requirements is important to ensure that the County continues to receive funding from HUD.

Projects

AP-35 Projects – 91.220(d)

Introduction

FY 2025-2026 is the Urban County's first year of implementing the Community Development Block Grant (CDBG) program for the FY 2025 – FY 2029 Planning Period. This program is administered by the U.S. Department of Housing and Urban Development, and provides funding for a variety of projects and programs, with eligibility based on meeting the following national objectives:

- Benefitting low- and moderate-income persons; or
- Eliminating slum and blight; or
- Meeting a particularly urgent community need.

The Urban County plans to expend the CDBG funds to address housing and community development needs identified in the five-year Consolidated Plan. The projects described in this section are consistent with implementing specific activities to address those needs.

The unincorporated County is also anticipating participating in and receiving funds from the HOME Investment Partnership Program (HOME). Funding for this program can be used to increase affordable housing for low/moderate-income households through construction of new housing and rehabilitation of rental and ownership housing.

FY 2025-2026 Funding Allocation

The Urban County CDBG allocation for FY 2025-2026 is $1,371,629.The unincorporated County HOME allocation for FY 2025-2026 is $403,479.96.

CDBG and HOME regulations limit the maximum amount of annual grant funding that can be used to fund general administration (20 percent and ten percent, respectively). For the FY 2025-26 this will limit general administration to $272,326 for CDBG funds and $50,000 for HOME funds. CDBG regulations also limit the amount of annual funding that can be used for public services (15 percent). As a result, $204,244 of CDBG funds will be allocated for public services in FY 25-26.

The Urban County received ten requests totaling $519,575 for public service activities and four proposals for CDBG funding. For FY 2025-2026, the Urban County will distribute CDBG funds as follows:

- $630,566 for City of Gonzales (new fire engine)
- $156,587 for City of Marina (Community Homeless Solutions Permanent Supportive Housing Facility Improvement Project)
- $107,906 for Public Facilities Projects (Infrastructure Project)
- $204,244 for Public Services, including Homeless Prevention Services
- $272,326 for Administration, including Fair Housing

For FY 2025-2026, the unincorporated County will distribute $450,000 in HOME allocations ($403,479.96 in HUD HOME funds and $96,520.04 in State HOME PI) for affordable housing projects.

Projects

#	Project Name
1	Fair Housing and Tenant/Landlord Services
2	Legal Services for Seniors
3	Alliance on Aging Outreach Services
4	South County Youth Programs and Services
5	Volunteer Recruitment Program (CASA)
6	After School Program (Girls, Inc.)
7	MCHOME (Homeless Street Outreach)
8	Meals on Wheels Monterey Peninsula Inc.
9	Meals on Wheels of the Salinas Valley
10	City of Gonzales Fire Engine
11	2025 PSH Facilities Improvement Project
12	Public Facilities (Infrastructure) Projects To Be Determined
13	Tenant Based Rental Assistance
14	Substantial Housing Rehabilitation
15	CDBG and HOME Program Planning and Administration

Table 57 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The following established Priority Needs form the basis for allocating investments geographically within the Urban County during the next five-year period and are a result of various community outreach efforts and consultation meetings conducted during the Citizen Participation process.

- Improvements to infrastructure and public facilities in order to foster a suitable living environment for low- and moderate-income households; and
- Provision of services and program to benefit low- and moderate-income households; and
- Provision of services for the homeless and those at risk of becoming homeless; and
- Provision of affordable housing to low- and moderate-income households.
- Adequate staff time and resources to implement the CDBG-funded programs and to monitor program achievements.

Only eligible activities that received a high priority level in the FY 2025-2029 Consolidated Plan were funded on FY 2025-2026. Unfortunately, the demand for all types of activities greatly exceeds the financial resources available to the Urban County.

The lack of adequate funding is a critical obstacle to addressing the underserved needs. The Urban County is continuing to explore ways it can use its CDBG funds (and the unincorporated County's HOME funds), and other resources, to meet the needs of the low/moderate income people who live in Monterey County. Aside from the limited financial resources that are available, the Urban County is challenged to meet the needs of this population because the majority live in the entitlement communities of the cities of Monterey, Salinas and Seaside.

AP-38 Project Summary

Project Summary Information

1	**Project Name**	Fair Housing and Tenant/Landlord Services
	Target Area	Not Applicable
	Goals Supported	Fair Housing
	Needs Addressed	Public Services
	Funding	CDBG: $44,460
	Description	Eden Council for Hope and Opportunity (ECHO) proposes to provide fair housing information and education to renters and housing providers, investigate suspected cases of housing discrimination, conduct a systemic audit to uncover housing discrimination, and provide counseling and conciliation to renters and housing providers regarding their rights and responsibilities in rental housing. Additionally, ECHO will conduct presentations, participate in TV/radio interviews, and distribute flyers and advertise via mass media throughout Monterey County. **Matrix Code - 21A (24CFR570.206(a)(1)); 2.National Objective- Per the 2013 CDBG Guide to National Objectives & Eligible Activities for Entitlement Communities: costs that are appropriately charged to this category are presumed to meet a CDBG national objective and a grantee does not have to maintain any other documentation for this purpose (24CFR570.208(d)(4)); 3. Presumed Benefit- N/A; 4. Performance Objective - N/A; 5. Performance Measure - N/A; 6. Performance Outcome -N/A.**
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	150 households/persons

	Location Description	ECHO Housing's hours of operation are 9AM to 5PM, Monday through Friday. Counselors can be reached at 831-566-0824 or, toll free, 855-ASK-ECHO. Locations in Monterey County are as follows: Salinas Office 168 W. Alisal Street Salinas, CA 93901 Monday, Wednesday, Friday Monterey Office 580 Pacific Street Monterey, CA 93940 Tuesday, Thursday
	Planned Activities	ECHO will: • Respond to fair housing inquiries • Conduct 10 investigations of fair housing complaints • Conduct a 15-site fair housing audit • Provide tenant/landlord counseling • Facilitate tenant/landlord conciliations/mediations In addition to the above activities, ECHO will provide training to the general public on fair housing and tenant/landlord laws and how they are observed. Efforts will be targeted to property owners and managers to insure their awareness of and compliance with the laws. ECHO will also identify groups who are at risk of being discriminated against and inform them of their rights. The activities include: 1) Provide urban Monterey County residents with 4 presentations on housing rights; 2) Distribute 1,000 pieces of educational material; 3) Participate in TV/radio interview; 4) Conduct mass media outreach; 5) Monthly social media ads.
2	**Project Name**	Legal Services for Seniors
	Target Area	Not Applicable
	Goals Supported	Fair Housing
	Needs Addressed	Public Services
	Funding	CDBG: $23,865

	Description	Legal Services for Seniors (LSS) is proposing to provide direct legal services to 300 low-income seniors in Unincorporated Monterey County and the Cities of Gonzales, Greenfield, Marina and Sand City and to provide 4 workshops in those locations educating seniors, their families and caregivers, and the general public on issues related to housing security. **1. Matrix Code - 05A (24CFR570.201(e));2 .National Objective - LMC (24CFR570.208(a)(2)(i)(A)); 3. Presumed Benefit - Yes, elderly persons aged 62 or older; 4. Performance Objective - Fair Housing and Public Services; 5. Performance Measure - Create Suitable Living Environments; 6. Performance Outcome - Availability/Accessibility to legal services for approximately 300 persons of at least 62-years of age.**
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	300 low-income seniors
	Location Description	Salinas Office: 247 Main Street, Salinas, CA 93901 - Tuesday & Thursday from 9:00 a.m. to 2:00 p.m. Seaside Office: 915 Hilby Avenue, Suite 2, Seaside, California 93955 - open Monday through Friday from 9:00 a.m. to 5:00 p.m. Weekly outreach appointments at 8 locations on Tuesdays in easily accessible locations: • King City (Housing Authority site), • Greenfield (Monterey County Free Library), • Soledad (Monterey County Free Library), • Gonzales (City of Gonzales City Hall). • Prunedale Senior Center • Carmel (Carmel Foundation), • Carmel Valley (Monterey County Free Library) Outreach appointments at two locations every two weeks: • City of Monterey Community Center (Dickman Street), • Pacific Grove (Sally Griffin Center)

	Planned Activities	LSS will provide direct legal services to low-income seniors in the Urban County and provide 4 workshops/seminars with total audience of 100 on recognizing and preventing elder abuse (financial, physical and emotional). LSS provides free legal advice for seniors to address problems that only licensed attorneys can resolve: • Housing: Help seniors access and maintain affordable, subsidized public housing and avoid unlawful evictions and substandard living situations. • Financial Abuse: LSS's confidential attorney representation protects seniors from home equity and home repair scammers. • Public Benefits: LSS attorneys and legal advocates help seniors maintain public benefits that have been denied due to institutional oversight. • Health Care, Insurance and End-of-Life Planning: Seniors with basic health care are better able to remain in and maintain their own homes. • Physical Abuse: LSS helps seniors obtain restraining orders in domestic violence court when family members and friends threaten physical abuse. • Probate Law: We represent seniors in Probate Minor Guardianship petitions and Limited Conservatorships (seniors seeking guardianship of adult disabled children). • Community Education: LSS provides community workshops each year on issues important to Monterey County seniors. Our goal is to address and correct legal harm done to Monterey County.
3	**Project Name**	Alliance on Aging Outreach Services
	Target Area	Not Applicable
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: $14,319

	Description	The Alliance on Aging (AOA) provides outreach, benefits assistance, Medicare counsel to seniors in multiple senior venues throughout the County. Since 2021 AOA has had a weekly presence at Taylor Farms Wellness Center where staff offer information & benefits assistance. The center attracts seniors and their families seeking information and resource packet. AOA participates in Meals on Wheels monthly congregate luncheon/social affairs in Greenfield, Gonzales, Marina, unincorporated areas of Monterey County and numerous low-income senior housing complexes **1. Matrix Code - 05A (24CFR570.201(e)); 2 .National Objective - LMC (24CFR570.208(a)(2)(i)(A)); 3. Presumed Benefit - Yes, elderly persons aged 62 or older; 4. Performance Objective - Fair Housing and Public Services; 5. Performance Measure - Create Suitable Living Environments; 6. Performance Outcome - Availability/Accessibility to services for approximately 315 of at least 62-years of age.**
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	315 seniors living in the rural areas of Monterey County
	Location Description	Taylor Farms Family Health and Wellness Center 850 5th St, Gonzales, CA 93926
	Planned Activities	The proposed activities include: • Provide senior resources, information, and referrals to individuals and groups of people as necessary • Assess needs on an individual basis, coordinate services, and refer as necessary. • Provide individual assistance with completing low-income assistance forms, i.e. benefits check-up.
4	**Project Name**	South County Youth Programs and Services (SMART Program)
	Target Area	Not Applicable
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: $33,411

	Description	The Boys and Girls Club of Monterey County will bring the Skills Mastery and Resistance Training (SMART) program to Greenfield and Gonzales youth at elementary and middle schools during the school day. SMART Moves is designed to help young people develop healthy decision-making attitudes and skills. SMART Moves programming uses a strengths-based approach to health promotion. Incorporate youth voice and choice, as well as opportunities to learn and practice key social-emotional skills young people need to make healthy choices about goal setting, addressing peer pressure, how to cope with adolescent challenges, and how to seek and confirm credible health sources. Services will be provided on six school campuses through weekly programs offered to students in 8- or 10-week periods. Youth beneficiaries are largely residing in low-income housing and/or qualify for their free/reduced lunch meal program. Youth will benefit by participating and developing positive relationships with staff and continue to adopt a healthy lifestyle. **1. Matrix Code - 05B (24CFR570.201(e)); 2. National Objective - LMC (24CFR570.208(a)(2)(i)(A)); 3. Presumed Benefit - Yes; Adults meeting Bureau of Census definition of severely disabled adults; 4. Performance Objective - Public Services; 5. Performance Measure - Provide Decent Affordable Housing; 6. Performance Outcome- Services provided on six school campuses through weekly programs offered to students in 8 or 10 week periods.**
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	490 Greenfield youth 170 Gonzales youth
	Location Description	Cesar Chavez Elementary, Oak Avenue Elementary and Arroyo Seco Academy in the Greenfield Unified School District Fairview Middle School in the Gonzales Unified School District

	Planned Activities	SMART is an evidence based, small-group program followed by a prevention involvement component in which the SMART Leaders youth participate as peer leaders and positive role models in prevention-related and other general activities at their school. Completion of the SMART Leaders program will lead to a ceremony and end-of-program reward selected by mentees at the beginning of the program. The funds will be used to increase the level of service from approximately 660 low-income youth.
5	**Project Name**	Volunteer Recruitment Program (CASA)
	Target Area	Not Applicable
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: $23,865
	Description	The Court Appointed Special Advocates (CASA) of Monterey County is recruiting volunteers a part of their program. This has been their biggest challenge post pandemic. CASA serves children and youth in foster care ages 0 to 21 and youth in the juvenile justice system. All of the young people qualify as low income. Children and youth with a CASA spend 7.5 fewer months in the foster care system and are half as likely to re-enter it as foster children/ youth without a CASA. Often CASAs hold education rights for their children. In these cases: 85% improve school attendance 77% improve grades 84% of high school students improve their number of credits. **1. Matrix Code - 05N (24CFR570.201(e)); 2. National Objective - LMC (24CFR570.208(a)(2)(i)(B)) ; 3. Presumed Benefit - Yes; 4. Performance Objective - Homeless Services and Homeless Prevention and Anti-Poverty Strategy; 5.Performance Measure - Create Suitable Living Environments; 6. Performance Outcome – Provide support for youth in the juvenile justice system**
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	15 youth ages 0 to 21

	Location Description	CASA of Monterey County 945 S Main Street, Suite 107 Salinas, CA 93901
	Planned Activities	Marketing and recruitment efforts include social media posts, print ads in several Monterey County publications such as the Pinecone, the Monterey Herald and Weekly, Carmel Magazine and more. CASA also advertises on KSBW and KAZU and table at a wide variety of local events including monthly office hours in South County at Supervisor Chris Lopez' office and attendance at many County wide farmer's markets.
6	**Project Name**	After School Program (Girls, Inc)
	Target Area	Not Applicable
	Goals Supported	Public Service
	Needs Addressed	Public Service
	Funding	CDBG: $28,638
	Description	Provide youth development and prevention services to low-income girls, ages 9-12 and 15-18, at 5 school sites in North Monterey County, Greenfield and NEW at Marina. We will offer 2 programs that (1) encourage girls to pursue a college education, plan for future careers, develop decision-making and leadership skills, while providing paid internships to program graduates to develop leadership and employment skills, while mentoring younger girls; and (2) promote positive, open communication between parents and daughters, who learn facts about health and sexuality, and gain problem-solving skills. **1. Matrix Code - 05D (24CFR570.201(e)); 2. National Objective - LMC (24CFR570.208(a)(2)(i)(A)); 3. Presumed Benefit - No; 4. Performance Objective - Public Services; 5. Performance Measure - Create Suitable Living Environments; 6. Performance Outcome - Availability/Accessibility for 110 low income youth.**
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	110 youth in North Monterey County, City of Greenfield and City of Marina

	Location Description	Mary Chapa Elementary and Castroville Elementary School North Monterey County, Greenfield, and Marina High Schools.
	Planned Activities	Girls Inc. offers after-school programs for girls, ages 9-12 and their parents, at 2 elementary schools and young women at 3 high school schools. ECHO participants learn the importance of a college education, entrance requirements, potential career paths, and understand healthy vs. unhealthy relationships. Parents and daughters learn communication skills, and gain knowledge of puberty and reproductive health.89% of girls have been Latina. At least 90% of families have incomes below $50,000/year.
7	**Project Name**	MCHOME (Homeless Street Outreach)
	Target Area	Not Applicable
	Goals Supported	Homeless and Homeless Prevention Services
	Needs Addressed	Homeless and Homeless Prevention Services Public Services
	Funding	CDBG: $23,865
	Description	MCHOME is a street outreach & Full-Service Partnership (FSP) program serving adults, age 18 and older, who have psychiatric disabilities, are homeless, & who are very low income. MCHOME's goal is to provide wrap-around services for individuals with mental illness to enable them to stabilization and get on the pathway to housing. Services include: case management, counseling, assistance with social services apps (Medi-Cal, benefits), referrals, linkage to housing services providers, etc. **1. Matrix Code – 03T (24CFR570.201(e)); 2. National Objective - LMC (24CFR570.208(a)(2)(i)(A)); 3. Presumed Benefit - Yes, homeless; 4. Performance Objective - Public Services; 5. Performance Measure - Create Suitable Living Environments; 6. Performance Outcome – Availability/Accessibility to programs that serve 24 homeless individuals.**
	Target Date	6/30/2026

	Estimate the number and type of families that will benefit from the proposed activities	24 homeless individuals
	Location Description	Unincorporated areas of the county as well as in the City of Sand City, Marina, Gonzales, and Greenfield
	Planned Activities	Interim's MCHOME program will work to outreach the hard to reach mentally ill homeless population and provide them with the tools to not only stabilize their mental health but get on the path to housing. A total of 50 bed nights will be provided to those who are receiving needed mental health services, while they prepare for appointments with housing providers, and other medical professionals.
8	**Project Name**	Meals on Wheels Monterey Peninsula Inc. (MOWMP)
	Target Area	Not Applicable
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: $28,121
	Description	The Home Delivered Meals program addresses food insecurity among clients in Monterey County, 73% of whom cite food as their number one need. The program benefits low-income clients who cannot shop or cook for themselves and who have no full-time caregiver in the home to prepare meals. 94% of clients will be low-income and will not have the requisite income to meet their basic needs. **1. Matrix Code – 05A (24CFR570.201(e)); 2. National Objective - LMC (24CFR570.208(a)); 3. Presumed Benefit – Yes, elderly, aged 62 or older; 4. Performance Objective - Public Services; 5. Performance Measure - Create Suitable Living Environments; 6. Performance Outcome – Availability/Accessibility to provide home delivered meals to 325 elderly clients.**
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	325 low-income seniors
	Location Description	Sand City and Marina

	Planned Activities	The Home Delivered Meals program addresses food insecurity among clients in Monterey County, 81% of whom cite food as their number one need. The program benefits low-income clients who cannot shop or cook for themselves and who have no full-time caregivers in their home to prepare meals. 89% of clients are low or moderate income and will not have the requisite income to meet their basic needs. MOWMP anticipates it will serve 325 frail, elderly, and/or disabled homebound clients who reside in Sand City and Marina. Freshly prepared hot meals will help clients use their money for housing and other basic necessities to prevent homelessness.
9	**Project Name**	Meals on Wheels of the Salinas Valley (MOWSV)
	Target Area	Not Applicable
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: $28,160
	Description	MOWSV serves homebound seniors, 62 and older who can no longer shop or cook for themselves. They live in the rural areas of Monterey County: Gonzales, Greenfield, Royal Oaks, Boronda, Castroville, Los Lomas & Pajaro. Our home-delivered meal program meets the CDBG National Objective as over 80% of our clients in these areas live at or below the Federal Poverty Level. They will benefit by receiving nutritious meals delivered to their homes weekly and a wellness check. **1. Matrix Code - 05A (24CFR570.201(e)); 2. National Objective - LMC (24CFR570.208(a)); 3. Presumed Benefit - Yes, Disabled or elderly persons aged 62 or older; 4. Performance Objective - Public Services; 5. Performance Measure - Create Suitable Living Environments; 6. Performance Outcome - Sustainability for the program to service 25 seniors who are otherwise unable to shop or cook for themselves.**
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	25 seniors will receive home-delivered meals

	Location Description	Meals on Wheels of the Salinas Valley:40 Clark Street, Ste. C, Salinas, CA.
	Planned Activities	MOWSV will deliver nutritious meals every week to the homes of eligible seniors, 62 and older who live in in the rural areas of Monterey County: Gonzales, Greenfield, Royal Oaks, Boronda, Castroville, Los Lomas & Pajaro.
10	**Project Name**	City of Gonzales Fire Engine
	Target Area	Not Applicable
	Goals Supported	Public Facilities
	Needs Addressed	Public Facilities
	Funding	CDBG: $630,566
	Description	The City of Gonzales Fire Department has two engines over 17 years old and have mechanical issues. As a result, requests for mutual aid assistance have been declined due to engines being out of service. **1. Matrix Code - 03O (24CFR570.201(c)); 2. National Objective - LMA (24CFR570.208(a)(1); 3. Presumed Benefit - No, according to the HUD released LMI Area Data, based on 2011-2015 ACS, service area is 54.34% low/mod.; 4.Performance Objective - Public Facilities; 5. Performance Measure - Create Suitable Living Environments; 6. Performance Outcome - Sustainability by improving the fire department's ability to respond to medical/life and fire emergencies within service area with approximately 11,000 residents.**
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	11,000 residents in the City of Gonzales and nearby unincorporated areas
	Location Description	City of Gonzales Fire Department 325 Center Street Gonzales, CA 93926
	Planned Activities	Purchase of a Type 1 model 18 CAL OES specification Fire Engine
11	**Project Name**	2025 PSH Facilities Improvement Project
	Target Area	Not Applicable
	Goals Supported	Public Facilities

	Needs Addressed	Public Facilities
	Funding	CDBG: $156,587
	Description	Community Homeless Solutions operates a Permanent Supportive Housing, Youth Housing, Bridge Housing and Domestic Violence facility in Marina, CA. The buildings on-site are over 40 years old and are in need of roof replacement. Roofing repairs are needed to maintain units to federal Housing Quality Standards ensuring their availability. Without roofing repairs the units will become uninhabitable, thereby intensifying the shortage of affordable housing. **1. Matrix Code - 14B (24CFR570.201(c)); 2. National Objective - LMC (24CFR570.208(a)(1); 3. Presumed Benefit – No; 4. Performance Objective - Public Facilities; 5. Performance Measure - Create Suitable Living Environments; 6. Performance Outcome - Sustainability by improving facilities that provide housing services to 26 low-income clients.**
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	26 low-income clients in the City of Marina
	Location Description	Community Homeless Solutions 3087 Wittenmyer Court Marina, CA 93933
	Planned Activities	Activities include inspections to identify underlying issues, removal of all existing roofing materials, inspection/repair of roof deck as needed, installation of roofing underlayment, installing flashing around vents/open areas to prevent water leaks, installation of new roofing material, and installation of ventilation along roof edges.
12	**Project Name**	Public Facilities (Infrastructure) Project (To Be Determined)
	Target Area	Not Applicable
	Goals Supported	Infrastructure Improvements
	Needs Addressed	Infrastructure Improvements
	Funding	CDBG: $107,906

	Description	A Public Facilities Infrastructure project, yet to be determined, located in the Urban County that will help to meet the goal of providing or improving facilities that benefit low- and moderate-income persons. **1. Matrix Code – 03L (24CFR570.201(c)); 2. National Objective - LMA (24CFR570.208(a)(1); 3. Presumed Benefit - No.; 4. Performance Objective – Infrastructure Improvements; 5. Performance Measure -Create Suitable Living Environments; 6. Performance Outcome - TBD**
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	3,668 low- and moderate-income persons
	Location Description	To Be Determined
	Planned Activities	To Be Determined
13.	**Project Name**	Monterey County Tenant Based Rental Assistance
	Target Area	Not Applicable
	Goals Supported	Affordable Housing
	Needs Assessed	Affordable Housing
	Funding	$300,000.00
	Description	Partner with a local nonprofit to administer a tenant based rental assistance program.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	Ten low-income households
	Location Description	Unincorporated County
	Planned Activities	Funding for ten TBRA
14.	**Project Name**	Substantial Housing Rehabilitation
	Target Area	Not Applicable
	Goals Supported	Affordable Housing
	Needs Assessed	Affordable Housing
	Funding	$150,000.00

	Description	Provide grants (estimated to be approximately $75,000) for substantial rehabilitation projects for eligible low-and/or moderate income households. Substantial repairs include, but are not limited to, new foundations, bringing the home up to current Uniform Building Code, and repairing or replacing major systems. This includes mandatory health and safety upgrades.
	Target Date	6/30/26
	Estimate the number and type of families that will benefit from the proposed activities	Two low- and/or moderate-income households
	Location Description	Unincorporated County
	Planned Activities	Grants (estimated to be approximately $75,000) for substantial rehabilitation projects for eligible low-and/or moderate income households.
15.	**Project Name**	General Administration
	Target Area	Not Applicable
	Goals Supported	Planning and Administration
	Needs Addressed	Planning and Administration
	Funding	CDBG: $227,866 HOME: $50,000
	Description	This project provides for County costs to administer the CDBG and HOME programs. **1. Matrix Code - 21A (24CFR570.206(a)(1)); 2.National Objective- Per the 2013 CDBG Guide to National Objectives & Eligible Activities for Entitlement Communities: costs that are appropriately charged to this category are presumed to meet a CDBG national objective and a grantee does not have to maintain any other documentation for this purpose (24CFR570.208(d)(4)); 3. Presumed Benefit- N/A; 4. Performance Objective - N/A; 5. Performance Measure - N/A; 6. Performance Outcome -N/A.**
	Target Date	6/30/2026

	Estimate the number and type of families that will benefit from the proposed activities	There are no direct beneficiaries associated with the County's management of the CDBG and HOME funds.
	Location Description	The Housing and Community Development office is located at 1441 Schilling Place – 2nd Fl, South, Salinas, CA 93901. County staff makes annual site visits to Subrecipients and provides on-site technical assistance as requested by the Subrecipients.
	Planned Activities	Preparation of required subrecipient agreements, grant reporting, monitoring of subrecipients, and public noticing.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The Urban County is composed of the cities of Gonzales, Greenfield, Marina and Sand City, and the unincorporated areas of Monterey County. The Urban County has not established specific target areas where CDBG funds will be focused. Additionally, the unincorporated County has not established specific geographic target areas for HOME funds. Monterey County covers over 3,000 square miles and outside of the cities there are very few areas of low income and minority concentration. The census block groups that do have concentrations of low income and minority populations are either densely concentrated in the communities of Castroville and Pajaro or so widely disbursed that it is not possible to focus on those areas

Geographic Distribution

The Urban County has not established any specific target area for expending CDBG funds.

Target Area	Percentage of Funds
NA	NA

Table 58 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The Urban County has not established specific geographic target areas where CDBG funds will be focused. Additionally, the unincorporated County has not established specific geographic target areas for HOME funds. Housing and community development needs in the Urban County far exceed the availability of funding to address those needs. Annually, Urban County staff and the CDBG Ad Hoc Committee will evaluate applications for funding based on a number of factors, including:

- Urgency of needs; and
- Availability of other funding sources; and
- Project feasibility and cost effectiveness.

Discussion

See discussions above.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The County does not anticipate expending any FY 2025-2026 CDBG funds on providing affordable housing. However, in FY 2025-26, the unincorporated County is anticipating receiving HOME entitlement funds. These funds, along with other sources such as State HOME funds, inclusionary housing in-lieu fees, and Housing Successor Agency funds will be the primary sources of funding to address affordable housing needs in the County.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	12
Special-Needs	0
Total	12

Table 59 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	10
The Production of New Units	0
Rehab of Existing Units	2
Acquisition of Existing Units	0
Total	12

Table 60 - One Year Goals for Affordable Housing by Support Type

Discussion

The unincorporated County is anticipating $403,479.96 in HOME Investment Partnership Program (HOME) entitlement funds for FY 2025-26 and will have $96,520.04 in State HOME Program Income for a total of $500,000 in HOME allocations. Funding will be used to set up a tenant based rental assistance program (goal of assisting 10 households), two grants for substantial housing rehabilitation and fund administration (10 percent, or $50,000.00, of total funding) .

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AP-60 Public Housing – 91.220(h)

Introduction

The Housing Authority of the County of Monterey (HACM) has converted all its public housing units to Project-Based Rental Assistance and does not currently own or operate any public housing units. The HACM has established the Monterey County Housing Authority Development Corporation (HDC) to manage former public housing developments. There are 22 properties with 1,091 units under HDC management. Approximately one-quarter of the units are restricted to farmworker families. Another quarter of the units are restricted to seniors or persons with disabilities.

Six HDC-managed affordable housing projects are located in the Urban County area.

- HDC has three properties in the unincorporated areas of the Urban County, including the 48-unit Paseo de las Rosas in Castroville and 29-unit Vista del Valle in Chualar. Two of the properties are restricted to occupancy by farmworker families and the third is restricted to seniors or persons with disabilities.
- HDC has two housing developments in Gonzales, the 20-unit Casa de Oro and 30-unit Casa Santa Lucia. Casa de Oro is restricted to seniors or persons with disabilities.
- HDC has one housing development in Greenfield, the 50-unit Los Ositos. This property is restricted to seniors.
- One development in Marina with 56 units.

Actions planned during the next year to address the needs to public housing

HACM privatized all public housing and placed them under the control of HDC. During the coming years, HDC will continue to modernize and rehabilitate or tear down and rebuild former public housing units through the HUD RAD program.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The HACM requires or promotes a range of activities to increase resident involvement. These include:

- Requiring each adult household member to participate in eight hours of community services; and
- Encouraging the installation of neighborhood watch programs; and
- Conducting tenant meetings to receive input from residents; and
- Conducting specific meetings before the HACM board regarding tenant involvement

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The HACM is not designated as "troubled."

Discussion

See discussion above.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

Homeless and Homeless Prevention Services are identified as a high priority need in the FY 2025 - FY 2029 Consolidated Plan. For FY 2025-2026, the Urban County anticipates expending approximately 12 percent of its public service cap funds (up to 15 percent of the CDBG annual allocation) and 17 percent ($156,587) of the FY 2025-2026 CDBG project funds to provide homeless and homeless prevention services.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

For FY 2025-2026, the Urban County anticipates expending approximately 12 percent of its public service cap funds ($23,865) and 17 percent ($156,587) of the FY 2025-2026 CDBG project funds to provide homeless and homeless prevention services through the following:

- Interim, Inc MCHOME (Homeless Street Outreach): MCHOME is a street outreach & Full-Service Partnership (FSP) program serving adults, age 18 and older, who have psychiatric disabilities, are homeless, & who are very low income. MCHOME's goal is to provide wrap-around services for individuals with mental illness to enable them to stabilization and get on the pathway to housing. Services include: case management, counseling, assistance with social services apps (Medi-Cal, benefits), referrals, linkage to housing services providers, etc. A total of 50 bed nights will be provided to those who are receiving needed mental health services, while they prepare for appointments with housing providers, and other medical professionals.
- Community Homeless Solutions Permanent Supportive Housing Facilities Improvement Project: Roofing repairs are needed to maintain the PSH units to federal Housing Quality Standards ensuring their availability. The facility, located in the City of Marina, has a total of 22 buildings with 59 units as part of the PSH, Youth Housing, Bridge Housing and Domestic Violence Program.

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The funding for the MCHOME program will focus on outreach to those homeless individuals in the unincorporated areas of the county as well as in Sand City, Marina, Gonzales, and Greenfield. In 2024, Interim acquired office space in Soledad, which has improved outreach to surrounding unincorporated areas in South County. The homeless population in these areas will benefit as they now have access to mental health services as well as increased access

to motel rooms to limit congestion in homeless encampments and get on the path to housing.

Addressing the emergency shelter and transitional housing needs of homeless persons

In addition to the above, the Urban County will continue to rely on a vast network of public and nonprofit agencies in the Continuum of Care (CoC) system to provide a range of housing options and services. The CoC system strives to provide and expand housing opportunities for the homeless and formerly homeless, through emergency shelters, transitional housing, supportive housing, and permanent housing. Outreach, assessment, and case management services are also offered through this network to assist the homeless in transitioning to permanent housing.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The Community Homeless Solutions facilities includes Permanent Supportive Housing, Youth Housing, Bridge Housing and a Domestic Violence Program in the City of Marina. This facility has 22 buildings with 59 units able to serve 200 low-income clients.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

A variety of programs and facilities are available to the homeless population in Monterey County. The County's Community Action Partnership publishes the Monterey County Homeless Services Guide annually to assist the community in connecting to resources that serve the homeless and at-risk populations in the County. These include information about housing and nutrition resources, as well as access to legal, health, and mental health services. Some of the key resources available in Monterey County include the following:

<u>Emergency Shelters and Transitional Housing</u>

In Monterey County, emergency shelter is offered primarily through shelter facilities and safe overnight parking facilities. According to the HUD 2024 Continuum of Care Homeless Assistance Programs Housing Inventory Count Report there are a total of 677 emergency shelter beds available in Salinas/Monterey and San Benito Counties, including 87 family units, 316 family beds, and 361 adult-only beds. Shelters and transitional housing available in Monterey County include:

- Community Human Services – Casa de Noche Buena
  - Shelter for women and families with children, offering essential amenities, supportive services, and housing assistance for up to 90 days.

- Community Human Services – Shuman Hearthouse
  - Shelter for women and families with children, providing essential amenities and supportive services.
- Community Homeless Solutions – Domestic Violence Shelter
  - Emergency shelter for single women, women with children, or single men with children, prioritizing those fleeing domestic violence. Provides food, clothing, and case management.
- Community Homeless Solutions – Chinatown Navigation Center
  - 24/7 navigation center providing meals, shelter, supportive services, and housing navigation for homeless adults in Chinatown and Salinas.
- Community Homeless Solutions – Central Coast Respite Center
  - Respite shelter for homeless adults recovering from hospital stays at CHOMP, Natividad, or SVMH. Access by hospital referral only.
- Interim, Inc. – MCHOME
  - Homeless outreach, emergency motel shelter, linkages to housing, and intensive services for homeless adults with psychiatric disabilities.
- Nation's Finest
  - Supports veterans and their families with housing, health, and employment services, including case management and behavioral health support.
- One Starfish – Safe Parking Programs
  - Provides overnight safe parking for homeless individuals living in their legally registered vehicles, including programs for families of MPUSD students.
- Outreach Unlimited – I-HELP for Men/Women
  - Overnight shelter, meals, and life development support at Peninsula-area houses of faith for single homeless men and women.
- Salvation Army – Frederiksen House
  - 90-day emergency shelter for families with children, offering case management and support services.
- SHARE Center
  - Navigation center offering meals, 24/7 shelter, employment coordination, and housing navigation for homeless individuals and families.
- Veterans Transition Center – HCHV ERS
  - Emergency residential shelter for unaccompanied male veterans, with eligibility determined by the Department of Veterans Affairs.
- Victory Mission
  - Emergency shelter for single homeless men, providing meals, showers, and other supportive services.
- YWCA Monterey County – Domestic Violence Shelter
  - Emergency shelter for women and children fleeing domestic violence.

<u>Transitional/Temporary Housing</u>

Transitional or temporary housing provides safe living space and supportive services until permanent housing becomes available. Transitional and temporary housing available in Monterey County includes:

- Franciscan Workers – House of Peach
  - Transitional program for unaccompanied men and women, case management and supportive services provided.

- Interim, Inc. – Shelter Cove & Sun Rose Apartments
  - Transitional housing for homeless adults with severe mental disabilities.
- Salvation Army – Case de Las Palmas
  - Transitional housing for families with children, provides case management and support services.
- Veterans Transition Center – Coming Home GPD Program
  - Transitional housing for veterans and family

Permanent Supportive Housing

In some cases. ongoing supportive services are required for individuals and families when they move into more permanent housing. Some of the supportive housing provides in Monterey County include:

- Community Homeless Solutions – New Beginnings
  - Permanent supportive housing for low-income homeless families with children and housing vouchers.
- Eden Housing
  - Affordable housing rentals for low-income families, seniors, and disabled individuals.
- Interim, Inc. – Sandy Shores
  - Permanent supportive housing for individuals with mental illness.

Housing and Nutrition Services

Additional housing and food assistance available in Monterey County includes:

- Central Coast Center for Independent Living
  - Provides housing services, case management, and supportive services for homeless individuals and families.
- Housing Resource Center of Monterey County
  - Offers rental assistance, rapid rehousing, homeless prevention, and financial literacy education.
- Food Bank for Monterey County
  - Emergency food assistance through a countywide distribution network.
- Franciscan Workers – Dorothy's Kitchen
  - Serves breakfast and lunch daily and provides emergency food boxes.
- Gathering for Women
  - Provides hot meals and bag lunches for homeless women and their dependents.
- Pass the Word Ministry
  - Provides food, clothing, toiletries, hygiene services, and other supplies.
- Salinas First United Methodist Church – Neighborhood Services
  - Serves breakfast and lunch on select days.
- Victory Mission
  - Provides food bags, snacks, and daily meals, including a nutritious dinner.
- Salvation Army – Sabu Shake Good Samaritan Center & Salinas Army Corps
  - Daily hot meals and food boxes
- Victory Mission
  - Provides food bags, snacks, and daily meals.

Youth and Family Services

In addition to the services described above, there are a variety of services available in Monterey County for families and youth. Many of these are facilitated through the Monterey County Office of Education, which provides professional development, technical assistance, advocacy, community representation, transportation assistance, tutoring, food and clothing, college and career support, and school supplies for preschool through community college students at schools in the County. Similar support is also provided through local school districts at schools and resources centers throughout the County.

Other assistance and services available to families and youth in Monterey County include:

- Salvation Army Salinas Corps – Diaper Distribution
  - Diaper assistance for children and adults.
- Community Homeless Solutions – Serenity Youth Housing
  - Transitional housing for unsheltered youth ages 18-24 and support services.
- Community Human Services – Safe Passage
  - Transitional housing for youth (ages 18-24) with supportive services for stability and self-sufficiency.
- Community Human Services – Safe Place Shelter
  - Provides shelter, counseling, and family reunification services for runaway and homeless youth.
- The Epicenter – Youth Drop-in Center
  - Resource center for youth (ages 16-24) offering support in housing, education, and employment.
- Unity Care Group – Youth Housing Services
  - Provides stable housing and supportive services for young adults (ages 18-25).

Veteran Services

There are a variety of services and housing supports available to Monterey County veterans and their families. Some of these include:

- Front Street Inc. – Pageant Center
  - Temporary emergency housing for homeless veterans and supportive services.
- Monterey County Military & Veterans Affairs Office
  - Assists veterans with accessing federal, state, and local benefits.
- Nation's Finest – Veteran's Services
  - Housing, health, and employment services for veterans and their families.
- Veterans Crisis Line
  - A 24/7 crisis support line for veterans and their families.
- U.S. Department of Veteran Affairs – Outpatient Clinic
  - Provides primary care and specialty health services for veterans.
- Veterans Transition Center of California
  - Provides meals, clothing, and housing to veterans who are homeless or have been incarcerated.

Discussion

See discussion above

AP-75 Barriers to affordable housing – 91.220(j)

Introduction

Market and governmental factors pose constraints to the provision of adequate and affordable housing. These factors tend to disproportionately impact low- and moderate-income households due to their limited resources for absorbing the costs.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Lack of Affordable Housing Funds

The high construction and land costs in Monterey County render the need for substantial subsidies for affordable housing. However, the availability of funding for affordable housing has been severely affected by the dissolution of redevelopment agencies in the State of California.

State and Federal Davis-Bacon Prevailing Wages

The State Department of Industrial Relations (DIR) expanded the kinds of projects that require the payment of prevailing wages. Prevailing wage adds to the overall cost of development. A prevailing wage must also be paid to laborers when federal funds are used to pay labor costs for any project over $2,000 or on any multi-family project over eight units. Based on discussions with developers, various prevailing wage requirements typically inflate the development costs by 35 percent.

Environmental Protection

State law (California Environmental Quality Act, California Endangered Species Act) and federal law (National Environmental Protection Act, Federal Endangered Species Act) regulations require environmental review of proposed discretionary projects (e.g., subdivision maps, use permits, etc.). Costs resulting from the environmental review process are also added to the cost of housing. Recent State legislation has aimed to streamline affordable housing development, including exempting certain projects from CEQA processing.

California Coastal Act of 1976

The State legislature enacted the Coastal Act in 1976 to protect California's coastline from development encroachment through long-term and comprehensive planning. The Act establishes a coastal zone, outlines standards for development in the coastal zone, and created the Coastal Commission – the State agency tasked with implementing the Act in partnership with local governments. Approximately 197,343 acres, or 10 percent of the County's land area, are located within the coastal zone. The Coastal Act's numerous regulatory requirements and limitations on the types and densities of new construction in the coastal zone and potential for appeals resulting in additional layer of project review by an outside agency are a significant constraint on housing development in Monterey County.

Land Use Policies

Local land use policies could be a constraint to housing development when the requirements for parking, height limit, density, and setbacks result in limiting the number of housing units that can be feasibly constructed on site. Recent changes in State law now require local jurisdictions to develop objective standards to facilitate housing development.

Planning and Development Fees

Planning and development impact fees, such as for transportation, water, and sewer infrastructure improvements, often add to the overall cost of development. Many jurisdictions waive, reduce, or defer fees for affordable housing.

Permit and Processing Procedures

Builders and developers frequently cite the cost of holding land during the evaluation and review process as a significant factor in the cost of housing. Processing times vary with the complexity of the project. Recent changes to State law require jurisdictions allow certain types of housing by right without discretionary review as a way to streamline housing development.

Discussion:

See discussion above.

AP-85 Other Actions – 91.220(k)

Introduction

This section discusses the Urban County's efforts in addressing underserved needs, developing the institutional structure for delivering housing and community development activities, and expanding and preserving affordable housing opportunities.

Actions planned to address obstacles to meeting underserved needs

Based on the results of the community outreach process, the Urban County's most underserved groups are the homeless and youth. Generally, the lack of funding is the most critical obstacle to meeting the needs of these groups. The Urban County intends to help bridge the gap by allocating CDBG funds to homeless, homeless prevention, and youth programs.

CDBG funds are limited. Therefore, the Urban County will continue to rely on the existing network of public and nonprofit agencies to deliver a variety of housing and supportive services for the homeless and youth in the community.

Actions planned to foster and maintain affordable housing

The unincorporated County is anticipating $403,479.96 in HOME Investment Partnership Program (HOME) entitlement funds for FY 2025-26 and will have $96,520.04 in State HOME Program Income for a total of $500,000 in HOME allocations, which will be used for TBRA and substantial housing rehabilitation.

In accordance with State law, the Urban County will continue to foster and maintain affordable housing development through the following:

- Streamline affordable housing development, including exempting certain projects from CEQA processing.
- Develop objective standards to facilitate housing development.
- Where feasible, waive, reduce, or defer fees for affordable housing
- Allow certain types of housing by right without discretionary review as a way to streamline housing development

Actions planned to reduce lead-based paint hazards

In Monterey County, lead poisoning is addressed by the Monterey County Health Department Childhood Lead Poisoning Prevention Program (CLPPP). CLPPP provides services to the community to:

- Increase awareness of the hazards of lead exposure; and
- Reduce lead exposure.; and
- Increase the number of children assessed and appropriately blood tested for lead poisoning.

A public health nurse provides home visitation and case management, and a registered environmental health specialist provides environmental home inspections to families of children found to be severely lead-poisoned. Local code

enforcement staff will continue to provide information on lead-based paint hazards and resources to abatement.

Actions planned to reduce the number of poverty-level families

The Urban County seeks to reduce the number of people living in poverty (extremely low-income households earning less than 30 percent of the AMI) by providing a number of programs, including housing assistance, supportive services, economic development assistance, and job training opportunities. This anti-poverty strategy utilizes existing County job training and social service programs to increase employment marketability, household income, and housing options.

Actions planned to develop institutional structure

Urban County staff will continue to communicate with local HUD staff, consult with neighboring CDBG jurisdictions, and attend HUD trainings to expand their knowledge in the CDBG program. The unincorporated County will develop a structure for allocating HOME entitlement funds, as this is the first year as an entitlement recipient.

Actions planned to enhance coordination between public and private housing and social service agencies

The Urban County will continue to coordinate with public and private housing and services agencies to deliver housing and community development activities in the Urban County area. Various agencies will continue to be invited to attend public meetings related to the CDBG program. The Urban County will continue to maintain and expand the outreach list for the CDBG program.

The outreach list will also be utilized by the unincorporated County regarding the HOME funds.

Discussion:

See discussions above.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.	0
5. The amount of income from float-funded activities	0
Total Program Income	0

Other CDBG Requirements

1. The amount of urgent need activities	0%
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income.	100.00%

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If applicable to a planned HOME TBRA activity, a description of the preference for persons with special needs or disabilities. (See 24 CFR 92.209(c)(2)(i) and CFR 91.220(l)(2)(vii)). <*TYPE=[text] REPORT_GUID=[A0BBB986408D8C25582AC4BE59FA99C5]*>

HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)

1. **A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:**
   No other forms of HOME investments beyond those previously described.

2. **A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:**

HOME funds are not being utilized for homebuyer activities.

3. **A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds. See 24 CFR 92.254(a)(4) are as follows**:

   HOME funds are not being utilized acquire units.

4. **Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:**

   The County has no plan to use HOME funds to refinance existing debt.

5. **If applicable to a planned HOME TBRA activity, a description of the preference for persons with special needs or disabilities. (See 24 CFR 92.209(c)(2)(i) and CFR 91.220(l)(2)(vii)).**

   TBRA activities will be utilized for low-income households.

6. **If applicable to a planned HOME TBRA activity, a description of how the preference for a specific category of individuals with disabilities (e.g. persons with HIV/AIDS or chronic mental illness) will narrow the gap in benefits and the preference is needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2)(ii) and 91.220(l)(2)(vii)).**

   Preferences have not yet been established for the TBRA program.

7. **If applicable, a description of any preference or limitation for rental housing projects. (See 24 CFR 92.253(d)(3) and CFR 91.220(l)(2)(vii)). Note: Preferences cannot be administered in a manner that limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a).**

   Preferences have not yet been established for the TBRA program.

County of Monterey

Item No.36

Board Report

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

Legistar File Number: OBM 25-166

November 04, 2025

Introduced: 9/2/2025
Version: 1

Current Status: Agenda Ready
Matter Type: Other Board Matters

Referral Matrix and New Referrals

Monterey County Board of Supervisors

MEETING: **November 4, 2025 - Other Board Matters**

SUBJECT: Board Referrals Update

DEPARTMENT: County Administrative Office

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

Item #	Brd Rfl #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Item	Report	Status
6	2021.09	5/25/2021	Church/Askew	CAO		Bokanovich	Review of Board Committee Responsibilities	This referral seeks to clarify the purpose and responsibilities of each Board of Supervisors committees to improve staff workflow and Board decision making ability. A preliminary analysis was approved by the Board on June 15, 2021. Staff will be submitting a response to this referral for Board consideration in May 2022. The referral has been reassigned to the County Administrative Office for response. Board is scheduled to conduct its 2nd annual evaluation of pending referrals on March 28, 2023. To avoid future delays, all annual evaluations will be scheduled to occur the first month of each calendar year. Board review of the referral procedures is anticipated to occur in October, in conjunction with other Board policies. Staff anticipates a response to this referral in ~~January 2025~~ ~~July 2025~~ August 2025..	Pending
7	2021.25	11/16/2021	Askew	HCD		Spencer	East Garrison Street Renaming	This referral seeks to identify the process and funding for the renaming of certain streets in East Garrison and revise the naming approval process. A preliminary response was provided to the Board on January 11, 2022. Staff presented to the Board at the May 3, 2022 Board Meeting, and received direction from the Board. HCD has been directed to engage with the public and determine interest in changing the street names within East Garrison. HCD attended the East Garrison CSD (EGCSD) meeting on May 11, 2022, to present the matter. HCD staff will develop a draft program. The program will likely be presented to the Board for consideration once developed. Proposed completion date of October 2025.	Pending
8	2021.29	12/7/2021	Adams	PWFP		Ishii	Increased Fines for Big Sur Roadside Camping Prohibition	This referral seeks to increase the administrative citation and fine amounts for citations issued under Monterey County Code Section 14.18.020.A. This is a follow-up to Board Referral No. 2019.16 (Big Sur Roadside Camping Prohibition Enforcement). A preliminary response was provided to the Board on January 11, 2022. The Ordinance increasing the existing fine amount to $1,000 was adopted by the BOS at its July 26, 2022 meeting. New signage to indicate the increased fine amount has been installed on all existing camping prohibition signs. Staff continues coordination with the Big Sur Byways Organization and District 5 on installation of additional new signs. Staff continues to coordinate with Caltrans and Coastal Commission on getting the necessary approval/permits to install along SR 1. Staff is working with HCD regarding Coastal permits. Proposed completion date of ~~January~~Fall 2025.	Pending
9	2022.02	1/11/2022	Askew	CAO		Blitch/Chiulos	Sheriff Oversight Board Formation	This referral seeks to explore formation of a Sheriff Oversight Board. Assembly Bill 1185 authorized counties to establish a sheriff oversight board to assist the board of supervisors to fulfill its duties related supervising the official conduct of all county officers, including the sheriff. An oversight board would consist of civilian residents appointed by the board of supervisors. Formation of the oversight board can be accomplished by action of the board of supervisors or through a vote of county residents. This referral requests the Board of Supervisor form such an oversight board and that staff return with a report that includes bylaws, formation resolution, and an outline of administrative capacity needed to support the oversight board. A preliminary response was provided to the Board on March 22, 2022; at which time, the Board took action to defer the item until after the new Sheriff is elected and the Board has had an opportunity to establish a relationship. An Ad Hoc Committee has been established by the Board to study the various options concerning oversight of the Office of the Sheriff, pursuant to Assembly Bill 1185. Report is currently with Ad Hoc committee for review and revision.	Pending
10	2022.04	2/1/2022	Church/Lopez	~~PWFP~~ HCD		~~Ishii~~ Spencer	Revisit Rossi Road Extension Plan	This referral seeks to revisit the Rossi Road extension plan and explore solutions to alleviate traffic congestion and improve traffic circulation in the Boronda area as a result of the population and business growth and the relocation of the SVSWA transfer station and Republic Services' yard. A preliminary response was provided to the Board on March 8, 2022. A Town Hall was conducted on July 27, 2022. A working group has been started, and next steps and roles are being established. CEQA and funding are also being researched and discussed. HCD staff is preparing a draft MOU with the City of Salinas. The draft MOU will be presented to the Board once completed. Proposed completion date of December 2028.	Pending
11	2022.14	4/19/2022	Lopez	PWFP		Ishii	Harkins Road	This referral requests that staff investigate the possibility of changing Harkins Road into a one-way street. Staff presented the Preliminary Analysis Report at the May 17, 2022 Board Meeting. PWFP engaged consultant support to evaluate a potential one-way concept for Harkins Road, and a community meeting was held in Spreckels on December 5, 2022 to get feedback. Staff provided a verbal update to the referring Supervisor in January and a report to the Board is planned for the ~~February 28, 2023~~ March 7, 2022 Board meeting. With the Board Report seeking approval for the Harkins/Hunter project, staff is presenting our recommendation for the Harkins Road next week. The one-way option of Harkins is not being recommended. Staff is recommends upgrading signage and constructing improvements to the Harkins/Hunter intersection instead. The additional signs were installed at the Harkins/Hunter intersection to detour trucks around Spreckels. The one-way option was not recommended by the BoS. Continuing to monitor the effectiveness of the addition signs that were installed. Referring Supervisor has asked that this Referral be re-engaged for potential options, including pilot programs.	Pending
12	2022.22	9/27/2022	Alejo	PWFP		Ishii/Lerable	East Salinas District 1 Office/**District 1 Carryover Office Budget Funding For Planned East Salinas Office**	This referral requests that staff search and open a District Office for District 1 in East Salinas 93905 to provide greater office access to constituents in this area of Salinas with the greatest need. A preliminary response was presented to the Board on October 25, 2022. A site has been identified and staff is coordinating with the landlord on ADA upgrades prior to executing the lease. **Modified by the referring Supervisor on May 18, 2023 to include that any leftover District 1 office budget funding for 2022-23 be carried over into the next fiscal for the specific purpose of paying and offsetting any costs in opening the D1 office in East Salinas.** Real Property continues to keep an active search open for available office space within District 1 and provide occasional update to Supervisor Alejo of staffs efforts. Currently there are no opportunities available that meet the Supervisor's requirements. PWFP Real Property Staff is continuing to search for viable office space based on the D1 Office needs within the Alisal District 1 Area on a consistent basis. To date, no viable office options which meet the D1 office needs for required sq. ft., security needs and accessibility have been located. Staff will continue to present any viable options located to the D1 Office as warranted.	Pending

Item #	Brd Rfi #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Item	Report	Status
13	2023.03	2/7/2023	Alejo	HCD		Spencer	Affordable Senior Housing Project at 855 East Laurel Drive	This referral purpose is to approve using a vacant county property at the eastern-corner portion of 855 East Laurel Drive to construct affordable housing units for Monterey County seniors. A preliminary response was provided to the Board of Supervisors on February 28, 2023. HCD staff has met with the Housing Authority who have expressed an interest in partnering with the County on such a project. HCD is also coordinating with PWFP on plans for the Laurel Yard campus which are currently in development. Separately, HCD has been progressing an affordable housing project at this same site. On February 7, 2023 the Board approved an Exclusive Negotiating Agreement with Eden Housing Inc. for design and development of an Affordable Housing Multifamily Rental Housing Project. December 12, 2023, the Development Review Committee considered Eden's two-phase 132 rental unit affordable housing project. County has procured outside legal counsel and negotiations with Eden for a Disposition and Development Agreement with Long-Term Ground Lease are underway, which are anticipated to come to Board for consideration late spring 2024. The potential for a senior housing project will be presented to the Board once the Eden housing project is completed and PWFP has identified any remaining needs for land at the Laurel Yard. Proposed completion date of December 2026.	Pending
14	2023.09	4/18/2023	Alejo	PWFP		Ishii	Salinas Regional Soccer Complex Grant Opportunities	This referral seeks that county staff assist in two grant opportunities for the Salinas Regional Soccer Complex that requires the County of Monterey to be lead applicant as the real property owner. Staff will provide an update to the Board on May 9, 2023. Staff presented a referral response on May 9 and May 15th. BOS provided direction to modify the referral by continuing to work with the Sport Authority on funding on options to bring back to the board for discussion. Staff will continue to collaborate with SRSA to find partner on new grant opportunities. Staff worked with Leg Staff to submit a request for federal earmark. Project was selected by Rep. Lofgren to advance to the House Appropriations Committee for further consideration of a federal earmark.	Pending
15	2023.13	7/11/2023	Church	PWFP		Ishii	Laurel Yard Master Plan	This referral requests that county staff analyze the current and proposed uses of the County owned properties at and around the Laurel Yard in Salinas and engage in a master plan to ensure compatible development consistent with County operations and community objectives to determine if the Laurel Yard should be relocated and potential sites for consideration. A preliminary response was presented to the Board on August 29, 2023. Staff provided a status update to the Board on September 17, 2024. Site is included in the County-wide Master Plan and will be analyzed in context of the County's overall needs. Master Plan expected to be completed in Fall 2025.	Pending
16	2023.17	7/19/2023	Adams	HCD		Spencer	Safeguard & Maintain Historic Buildings in Monterey County	Referral requests the County pass a local ordinance where it shall be unlawful for any person to cause or cause others to act to burn or structurally damage a structure that has been listed on a city, county, state, or national list of historic properties. This includes owners of a structure listed on a local, state, or national register of historic structures. HCD staff presented a preliminary response to this referral on September 12, 2023. The Board directed HCD to proceed with updating the County's Historic Preservation Ordinance to incorporate penalties for unlawful damage to historic resources. Updates to the Historic Preservation are on the long-range work plan for HCD and are programed to be completed in future years.	Pending
17	2023.20	11/7/2023	Church	Health		Jimenez	Littering Fines	This referral requests that staff amend County Code 10.41.040 to establish clear and significant penalties for littering and dumping by adopting fines parallel to that of San Benito County. Environmental Health will be presenting a draft Ordinance at the Board of Supervisors meeting on January 30, 2024, requesting that a Public Hearing be set to adopt the Ordinance. The ordinance will be set on February 27th for adoption, and direction was given by the Board to come back in one year with an update on the number of administrative violations, how many fines have been levied, and the total amount of fines. Staff will return to the Board of Supervisors with an update on implementation efforts and findings in March 2025. Since the adoption of higher fines for illegal dumping, EH has issued one citation on 12/13/2024 in the amount of $2,500. The citation was issued based on video images captured from surveillance cameras installed specifically to capture illegal dumpers. The Two cameras were installed in the right of way in a location known for illegal dumping. Staff was to bring back an update to the Board in March of 2025. Staff provided an update to the Board on April 22, 2025 and were directed to give an update in 6 months of the effectiveness of the cameras and a renewal of the software agreement.	Pending
18	2023.21	11/7/2023	Church	CAO		Chiulos/Bokanovich	Non-County Entity Appointments Procedure for Supervisors	This referral requestst that staff amend the current policy for appointments of County Supervisors to Non-County entities. In November 2023, the Board established an ad hoc to review and vet non-county entity appointment procedures. A meeting of the Ad Hoc was convened in late October 2024. An update report will be provided to the Board on ~~December 4, 2024 July 2025~~ August 2025.	Pending
19	2023.22	11/28/2023	Adams	PWFP		Ishii	Bixby Bridge - Traffic and Pedestrian Safety	Referral requests that staff identify solutions to respond to the immediate health and safety emergency concerns at the Bixby Bridge in Big Sur due to increased levels of visitation resulting in traffic congestion, parking issues, blocked residential access, and unsafe illegal pedestrian crossings across Highway 1. Staff presented a Preliminary Analysis Report to the Board on January 23, 2024. Staff will provide updates as they meet with the working group. Urgency Ordinance was approved by the Board of Supervisors on June 25, 2024. Next steps are to work with HCD on Emergency Coastal Development Permit. Proposed completion date of August 2024. The permit for the Urgency Ordinance was approved. PW installed railing along Coast Road to help with the illegal parking issues near Bixby Bridge.	Pending

Item #	Brd Rfi #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Item	Report	Status
20	2024.03	3/12/2024	Lopez	CAO		Vaughn	Wine Improvement District	This referral requests examination of sales or transactions and use tax records for the purpose of forming a wine improvement district in Monterey County. A preliminary response was presented to the Board on April 23, 2024. Staff is continuing to work with Vintners and will provide an update to the Board at a future date.	Pending
21	2024.04	3/23/2024	Church	CAO/PWFP		Paolinelli/Ishii	Maintenance of Little Bear Creek: Permits	This referral requests a study of permit processes for cleaning and long-term maintenance of Little Bear Creek. A preliminary response will be presented to the Board on April 16, 2024. PWFP is acquiring a hydrologic and hydraulic study proposal from one of our on-call consultants. This is the next step identified in the Preliminary Analysis Report. There is currently not enough information to determine a completion date. Much will depend on State and federal regulators (as well as the public and Board if this effort should be funded). The hydrologic and hydraulic study is underway.	Pending
22	2024.05	5/14/2024	Church	PWFP		Ishii	Speed Hump Fee Waivers for Low-Income Neighborhoods	This referral requests that the Board implement a policy that will waive the fees for speed hump installment in low-income neighborhoods to create safer roads. A preliminary response was presented to the Board on June 8, 2024. Staff is proceeding with the process presented in the preliminary response and exploring prioritization criteria and funding options. However, research and analysis is more involved than initially anticipated. Staff anticipates having more information to report in Summer 2025.	Pending
23	2024.07	5/14/2024	Alejo	HCD		Spencer	County Tenant Relocation Assistance Ordinance Update	This referral request is to update the current County Relocation Assistance Ordinance 18.15.050 – "Tenant relocation provisions for rental housing" to allow an option by the County of Monterey to require landlords/property owners, who violate the county housing ordinance, to pay owed tenant relocation assistance upfront into a county account so that tenants can claim the owed rent later, without having to interact with the landlord/property owner and to better track payments made to housing victims and ensure timeliness. A preliminary response was presented to the Board on June 25, 2024. The Board provided direction to HCD to prepare an ordinance that amend current requirements to authorize the County to provide tenant relocation assistance directly to impacted families and individuals and to seek reimbursement from the landlord/property owner for those costs. The ordinance is on the list of long-range planning projects and is scheduled in "future years." The Board is asked to help review and prioritize the long-range projects annually.	Pending
24	2024.10	9/10/2024	Church	Health		Jimenez	Allow POU/POE Water Treatment for New Construction (Including ADUs)	To allow for Point of Use/Point of Entry water treatment devices to be used for new construction on vacant legal lots of record and for accessory dwelling units (ADUs). A preliminary response will be presented to the Board on October 1, 2024. EHB has prepared a draft amended ordinance that will be sent to County Counsel for review this week. The amendments add the option to use POU/POE for new development on a vacant lot or for an ADU or other second unit. Once County Counsel approves the amended ordinance, EHB will contract with Rincon to do the Initial Study. It is necessary to prepare the draft ordinance before contracting with Rincon, so they know what to include in the initial study. The updates in the amended ordinance regarding new development are the same as Rincon analyzed in the initial CEQA document, which will help streamline the process. Staff gave an update to the Board on April 22, 2025 and were instructed to return by December 2025 with a proposed amendment to the ordinance and an initial Study-Mitigated Negative Declaration evaluation.	Pending
25	2024.11	9/10/2024	Church	Health		Jimenez	Modifications to the County's Rooster Ordinance	This referral seeks to modify the County's Rooster Ordinance in order to make it more effective at eradicating cockfighting operations in unincorporated Monterey County. A preliminary response will be presented to the Board on October 1, 2024. Staff presented a Preliminary Analysis Response to the Board on 10/1/24 where the referral will be deemed complete contingent upon staff returning in 6 months with recommendations for updating/changing the Rooster ordinance. Staff is waiting to see if there is a change in State law and will bring the update back to the BoS once that information is confirmed next month (March 2025). Then a date will be set on the Board Agenda for an update. Staff is working on a letter of support for AB-928 (Rogers) Cockfighting Cruelty Act that is going to the Hitchcock Road Advisory Committee the week of May 19, 2025.	Pending
26	2024.12	9/24/2024	Aeljo	HCD		Spencer	1220 Natividad Road Property Repurposing for County Housing Trust Fund	This referral requests a feasibility study for developing commercial uses of County property located 1220 Natividad Road (old Ag Commissioner's Office off of East Laurel Street) with proceeds capitalizing the Monterey County Local Housing Fund (MCLHTF). The study should identify the types of potential users, demand for commercial uses at this location, potential lease revenue generated by the property, and legal requirements to lease the property to fund the MCLHTF. A preliminary response was presented to the Board on October 15, 2024. The Board directed HCD to coordinate with Public Works, Parks, and Facilities to incorporate the option for commercial use of 1220 Natividad Road in the Facilities Master Plan. See Referral 2023.13.	Pending
27	2024.13	9/24/2024	Alejo	CAO		Paolinelli	Tiny Homes Village Renaming	This referral requests that the name of the pending Tiny Homes Village in Watsonville be changed to a more suitable name that inspires hope, that is easy to pronounce bilingually, and that has input from Monterey County, Santa Cruz County and the City of Watsonville. A preliminary response will be presented to the Board in January 2025. The Supervisors agreed that the renaming of the Watsonville Tiny Village will not be revisited until the Building Permit has been issued. The Counties are still working closely with the City to meet the remaining components of this process. Staff anticipates it will be completed in May 2025. Staff will provide a response to the Board on October 7, 2025.	Pending
28	2024.17	12/3/2024	Church	HCD/CAO		Spencer/Paolinelli	Policy for Evaluating Housing Economic Impacts on Residents in Legislative Decisions	This referral request for the Board of Supervisors to implement a policy requiring an assessment of potential housing economic impacts on residents in the legislative decision-making process. A preliminary response will be presented to the Board on February 4, 2025.	Pending

Item #	Brd Rfi #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Item	Report	Status
29	2025.01	2/4/2025	Alejo	County Counsel		Blitch	Monterey County Fracking Ban	The purpose of this referral is to draft an ordinance that would prohibit fracking in Monterey County. Staff provided a preliminary response to the Board on 12/3/24 and were directed to return to the Board after presenting to the Coastal Commission for consideration in 2025. The portions of Measure Z that implement a fracking ban in the inland portions of Monterey County have now been put in place. Specifically, the 2010 General Plan and Ford Ord Master Plan have been updated. In consultation with Coastal Commission staff, HCD staff learned that the coastal land use plan amendments need to return to the Board before they can be submitted to the Coastal Commission. County Counsel's Office staff is working with HCD staff to return to the Board with the item, and then resubmit to the Coastal Commission.	Pending
30	2025.03	4/22/2025	Askew	CAO/COB		Chiulos/Ralph	Encouraging Broad Diverse Applicant Pools with Transparent Outreach	This referral directs the County Administrative Officer and Clerk of the Board of the Board of Supervisors to ensure Board of Supervisors compliance with the Maddy Act and increase the transparency of outreach and encourage broad and diverse applicant pools for County Board, Committees, and Commissions, and Special Districts. Staff will provide a preliminary analysis response on May 13, 2025.	Pending
31	2025.04	4/22/2025	Askew	CAO/County Counsel/COB		Chiulos/Blitch/Ralph	Follow-up to Referral #2023.19 - Monterey County Regional Fire District Board of Directors (MCRFD) Vacancies, to ensure completion of BOS direction.	The purpose of this referral is to ensure BOS direction to prepare for review, adoption, and implementation of a Board policy ensuring timely noticing of recruitments for vacancies on the boards of special districts for which the BOS is the appointing authority, given as a result of Referral #2023.19, is completed. Staff will provide a preliminary analysis response on May 13, 2025.	Pending
32	2025.05	5/13/2025	Daniels	PWFP		Ishii	Bixby Bridge – No Parking	Requesting staff to define actions needed to continue the current emergency parking prohibition and maintain the physical measures implementing it beyond the conclusion of the CT Rocky Creek slip out repair project (currently estimated to be completed in June) without interruption unless/until a more global solution can be identified and implemented thru future projects. Staff will provide a preliminary analysis response on June 3, 2025.	Pending
33	2025.06	6/10/2025	Alejo/Lopez	Health		Elsa	Monterey County Health Department Clinics Indigenous Pilot Program	The purpose of this referral is design a pilot program at the Alisal Health Clinic in East Salinas to better meet the healthcare language needs of our Indigenous Oaxacan patients. Staff will provide a preliminary analysis response on ~~July 8, 2025~~October 21, 2026.	Pending
34	2025.07	8/5/2025	Alejo	PWFP		Ishii	The Alisal Arch of East Salinas	The purpose of this referral is to have the Board of Supervisors official support for the construction of an Alisal Arch in East Salinas and to financially contribute to the project. Staff will provide a preliminary response to the Board on ~~August 26, 2025~~ September 30, 2025.	Pending
35	2025.08	8/5/2025	Alejo	Health		Jimenez	Mitigation Monitoring for the Salinas Regional Soccer Complex	The purpose of this referral is to have the Monterey County Environmental Health Bureau and/or the County Public Works, Facilities and Parks provide contracted mitigation monitoring services for the Salinas Regional Soccer Complex expansion project. Staff will provide a preliminary response to the Board on September 30, 2025. Staff will provide an update to the Board on October 21, 2025.	Pending
36	2025.09	8/19/2025	Lopez	PWFP		Ishii	Anza National Historic Trail Auto Tour Signs	Partner with the National Park Service to facilitate the replacement of 14 official national historic trail Auto Tour signs on roads along the Juan Bautista de Anza National Historic Trail. A preliminary response will be provided to the Board on September 30, 2025.	Pending
37	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.	Pending
38	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 October 28, 2025.	Pending

Item #	Brd Rfl #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Item	Report	Status
39	2025.12	10/14/2025	Church	CAO	Paolinelli/Vaughn		Formation of an Ad Hoc Committee on the Salinas Train Station (Intermodal Transportation Center) between the City of Salinas and County of Monterey.	The purpose of this referral is for the committee to coordinate station upgrades and maintenance, develop tourism strategies, develop economic development strategies, engage stakeholders, and identify funding opportunities.	Pending
40	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 will provide a preliminary response on November 18, 2025.	Pending
41	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 will provide a preliminary response on November 18, 2025.	Pending
42	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 will provide a preliminary response on November 18, 2025.	Pending
								Completed by Executive Assistant on October 30, 2025	

Introduced: 10/8/2025
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

Receive an update in response to Board Referral No. 2024.11, asking staff to investigate possible modifications to the County's Rooster Ordinance to make it more effective at eradicating cockfighting operations in unincorporated Monterey County.

RECOMMENDATION:
It is recommended that the Board of Supervisors:

a. Receive an update report in response to Board Referral No. 2024.11 to have staff look at modifying the County's Rooster Ordinance in order to make it more effective at eradicating cockfighting operations in unincorporated Monterey County; and
b. Provide further direction, as appropriate.

SUMMARY:
On September 5, 2024, Board Referral No. 2024.11 was assigned to the Health Department, via Hitchcock Road Animal Services (HRAS) to have staff look at modifying the County's Rooster Ordinance to make it more effective at eradicating cockfighting operations in unincorporated Monterey County.

On October 1, 2024, staff provided the Board of Supervisors with a preliminary response to this referral. Staff estimated it would take it six (6) months to review the ordinance, meet with stakeholders, and work with County Counsel on proposed amendments to the Ordinance, before returning to the Board.

During this time, the State of California proposed AB 928, which would have limited the number of roosters per parcel size. Staff then paused to see if the bill would be approved. In July 2025, AB 928 was pulled from Committee. Consequently, the County is now proceeding with making modifications to the County of Monterey Ordinance 8.50, Requirements for Keeping Five (5) or More Roosters.

The County of Monterey adopted its Rooster Ordinance in 2015. One of the main purposes of the ordinance was to prevent illegal cockfighting. There are several aspects of the ordinance, however, that make it difficult to enforce. While other counties have rooster ordinances that limit the number of roosters a person can have with a permit, the County of Monterey's ordinance allows for up to 499 roosters in certain zoning areas. Additionally, the ordinance places the burden of proof on HRAS to prove that cockfighting is taking place.

PRELIMINARY ANALYSIS:
Background:

Board Referral No. 2024.11 was assigned to the Health Department on September 5, 2024. It requested that staff consider potential modifications of the County's Rooster Ordinance to make it more effective at eradicating cockfighting operations in unincorporated Monterey County.

In January 2023, the County of Monterey and the City of Salinas executed a Joint Powers Agreement (JPA) forming the Hitchcock Road HRAS (HRAS) agency reporting to a JPA Board of Directors with two representatives each from the County of Monterey and the City of Salinas. HRAS staff presented this Board Referral to the JPA Board of Directors at their meeting on October 17, 2024, seeking their direction, as efforts towards recommending a County Ordinance update may impact HRAS operations. Additionally, on May 15, 2025, staff presented a letter of support for AB 928 to the HRAS JPA Board of Directors who authorized Chair Church to sign.

Project Description:
This referral asks staff to investigate making the following changes to the County's Rooster Ordinance (and other changes as they see fit):

- Placing limits on the maximum number of roosters allowed, similar to other counties in CA, possibly a sliding scale based on lot size.
- Shifting the burden of proof from the County to the permit seeker to show that they are not using birds for cockfighting.

On October 1, 2024, staff provided the Board with a preliminary response to this referral. Staff estimated it would take six (6) months to review the ordinance, meet with stakeholders, and work with County Counsel on modifications before bringing back a proposed updated ordinance to the Board. Around the same time, the state of California proposed AB 928. This law would:

- Prohibit game fowl yards by limiting the number of roosters maintained on a property to 3 per acre or 25 total.
- Only impact illegal operations by exempting commercial poultry operations, schools, poultry hobbyists, animal welfare organizations, 4-H, and FFA projects.
- Only apply when roosters are tethered or housed alone in a cage, which is the typical confinement of choice for breeding chickens for fighting, and far different than legitimate poultry farms and facilities.

Both the County of Monterey and HRAS JPA Board provided support for AB 928 and were monitoring its progress in the Legislature. In July 2025, AB 928 was pulled from Committee. It may come back as a 2-year bill; however, it did not proceed as anticipated. Had it been adopted; the County of Monterey could have adopted this law or choose to update the current Ordinance, with stricter allowances as deemed appropriate.

Effective July 14, 2015, Monterey County Code Ordinance 5249 requires permitting for Rooster Keeping Operations where five (5) or more roosters are kept on any single property within the unincorporated areas of Monterey County. The Rooster Ordinance was intended to balance the legitimate interests of agricultural businesses and agricultural educational organizations with need to

prevent rooster keeping that is unsanitary, environmentally damaging, inhumane, and conducive to illegal cockfighting. HRAS estimated there are currently has over 100 properties with over 5 roosters that are in various stages of the permit process. Due to current staffing levels, these permits are not considered priorities for call response; live animal calls are currently prioritized.

Staff has run into many difficulties in attempting to enforce this Ordinance. Additionally, staff has not found that the current Ordinance has reduced illegal cockfighting. In fact, considering the types of numbers of birds housed onsite, many of the properties in the permit process may be cockfighters, but HRAS does not have sufficient evidence otherwise.

The permit process is also labor intensive, and its impact is greater still when staffing is lower than normal, which has been an ongoing issue. To ensure safety, at least two Animal Control Officers are required for each onsite property inspection. Office staff must devote significant time to working with applicants on their applications and related forms.

Moreover, the Ordinance lacks sufficient enforcement powers. The only sanction for operating without a permit is continued citations. Nothing authorizes staff to remove or confiscate birds. Even when HRAS posts “Cease and Desist” notices for failure to get a permit, the onus remains on HRAS to continue to post and issue citations. Given the staffing difficulties described above, this is not realistic, and it is unclear whether even if continued posting were possible, it would have a meaningful impact absent active remedies. Therefore, the birds remain.

HRAS staff has met internally to review potential modifications to the Rooster ordinance. Additionally, staff met with other County departments and stakeholders in the Ordinance’s enforcement, including County Housing and Community Development (HCD), the Agricultural Commissioner, and the SPCA for Monterey County. Staff has reached out to the Sheriff’s Department as well but has yet to set up a time for discussion.

In researching other county’s ordinances, staff found that numerous other jurisdictions took a zoning approach to this issue, addressing the rooster issue within zoning law, rather than tying regulation to their HRAS departments. Those jurisdictions, such as San Diego, San Bernardino, and San Luis Obispo Counties, limit the number of roosters per parcel, a simpler to understand and enforce approach. Such an approach was the basis for AB 928. Staff is having ongoing, continued discussions with HCD to determine whether the zoning approach is feasible here. HCD has raised additional questions that need to be further investigated to determine the best approach.

Estimated Project Cost:
HRAS does not, at this time, project costs outside of the staff time needed to work with other departments, including Housing and Community Development and the Agricultural Commissioner.

Staffing Level Estimate:
HRAS staff will include 2-3 staff providing input and work on this referral.

Departmental Challenges:
Limited staffing continues to remain a challenge for HRAS. Additionally, staff needs to coordinate

efforts and discussions with other County departments such as HCD, County Counsel, and the Agricultural Commissioner's office. The HRAS JPA Board of Directors will also need to take a position on the updates related to this referral during one of their regular meetings. Those meetings currently occur every other month with the next meetings in November 2025 and January 2026.

Proposed Response Date:
HRAS staff estimates an additional six (6) months is needed to further research and continue to have discussions with other County departments concerning the feasibility of either updating this ordinance and/or moving outside of Chapter 8 entirely. If it is determined to be a feasible to move this work outside of Chapter 8, additional time would be needed to identify the priority of making such a move.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The proposed project is targeted to improve health and quality of life through County supported policies, programs, and services, promoting access to equitable opportunities for healthy choices and healthy environments in collaboration with communities.

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

___Economic Development
___Administration
_X_Health & Human Services
___Infrastructure
___Public Safety

Prepared by: Cindy Burnham, HRAS Administrator, 769-8796
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Board Referral No. # 2024.11
Preliminary Analysis Report

Introduced: 10/8/2025
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

Receive an update in response to Board Referral No. 2024.11, asking staff to investigate possible modifications to the County's Rooster Ordinance to make it more effective at eradicating cockfighting operations in unincorporated Monterey County.

RECOMMENDATION:
It is recommended that the Board of Supervisors:

a. Receive an update report in response to Board Referral No. 2024.11 to have staff look at modifying the County's Rooster Ordinance in order to make it more effective at eradicating cockfighting operations in unincorporated Monterey County; and
b. Provide further direction, as appropriate.

SUMMARY:
On September 5, 2024, Board Referral No. 2024.11 was assigned to the Health Department, via Hitchcock Road Animal Services (HRAS) to have staff look at modifying the County's Rooster Ordinance to make it more effective at eradicating cockfighting operations in unincorporated Monterey County.

On October 1, 2024, staff provided the Board of Supervisors with a preliminary response to this referral. Staff estimated it would take it six (6) months to review the ordinance, meet with stakeholders, and work with County Counsel on proposed amendments to the Ordinance, before returning to the Board.

During this time, the State of California proposed AB 928, which would have limited the number of roosters per parcel size. Staff then paused to see if the bill would be approved. In July 2025, AB 928 was pulled from Committee. Consequently, the County is now proceeding with making modifications to the County of Monterey Ordinance 8.50, Requirements for Keeping Five (5) or More Roosters.

The County of Monterey adopted its Rooster Ordinance in 2015. One of the main purposes of the ordinance was to prevent illegal cockfighting. There are several aspects of the ordinance, however, that make it difficult to enforce. While other counties have rooster ordinances that limit the number of roosters a person can have with a permit, the County of Monterey's ordinance allows for up to 499 roosters in certain zoning areas. Additionally, the ordinance places the burden of proof on HRAS to prove that cockfighting is taking place.

PRELIMINARY ANALYSIS:
Background:

Board Referral No. 2024.11 was assigned to the Health Department on September 5, 2024. It requested that staff consider potential modifications of the County's Rooster Ordinance to make it more effective at eradicating cockfighting operations in unincorporated Monterey County.

In January 2023, the County of Monterey and the City of Salinas executed a Joint Powers Agreement (JPA) forming the Hitchcock Road HRAS (HRAS) agency reporting to a JPA Board of Directors with two representatives each from the County of Monterey and the City of Salinas. HRAS staff presented this Board Referral to the JPA Board of Directors at their meeting on October 17, 2024, seeking their direction, as efforts towards recommending a County Ordinance update may impact HRAS operations. Additionally, on May 15, 2025, staff presented a letter of support for AB 928 to the HRAS JPA Board of Directors who authorized Chair Church to sign.

Project Description:
This referral asks staff to investigate making the following changes to the County's Rooster Ordinance (and other changes as they see fit):

- Placing limits on the maximum number of roosters allowed, similar to other counties in CA, possibly a sliding scale based on lot size.
- Shifting the burden of proof from the County to the permit seeker to show that they are not using birds for cockfighting.

On October 1, 2024, staff provided the Board with a preliminary response to this referral. Staff estimated it would take six (6) months to review the ordinance, meet with stakeholders, and work with County Counsel on modifications before bringing back a proposed updated ordinance to the Board. Around the same time, the state of California proposed AB 928. This law would:

- Prohibit game fowl yards by limiting the number of roosters maintained on a property to 3 per acre or 25 total.
- Only impact illegal operations by exempting commercial poultry operations, schools, poultry hobbyists, animal welfare organizations, 4-H, and FFA projects.
- Only apply when roosters are tethered or housed alone in a cage, which is the typical confinement of choice for breeding chickens for fighting, and far different than legitimate poultry farms and facilities.

Both the County of Monterey and HRAS JPA Board provided support for AB 928 and were monitoring its progress in the Legislature. In July 2025, AB 928 was pulled from Committee. It may come back as a 2-year bill; however, it did not proceed as anticipated. Had it been adopted; the County of Monterey could have adopted this law or choose to update the current Ordinance, with stricter allowances as deemed appropriate.

Effective July 14, 2015, Monterey County Code Ordinance 5249 requires permitting for Rooster Keeping Operations where five (5) or more roosters are kept on any single property within the unincorporated areas of Monterey County. The Rooster Ordinance was intended to balance the legitimate interests of agricultural businesses and agricultural educational organizations with need to

prevent rooster keeping that is unsanitary, environmentally damaging, inhumane, and conducive to illegal cockfighting. HRAS estimated there are currently has over 100 properties with over 5 roosters that are in various stages of the permit process. Due to current staffing levels, these permits are not considered priorities for call response; live animal calls are currently prioritized.

Staff has run into many difficulties in attempting to enforce this Ordinance. Additionally, staff has not found that the current Ordinance has reduced illegal cockfighting. In fact, considering the types of numbers of birds housed onsite, many of the properties in the permit process may be cockfighters, but HRAS does not have sufficient evidence otherwise.

The permit process is also labor intensive, and its impact is greater still when staffing is lower than normal, which has been an ongoing issue. To ensure safety, at least two Animal Control Officers are required for each onsite property inspection. Office staff must devote significant time to working with applicants on their applications and related forms.

Moreover, the Ordinance lacks sufficient enforcement powers. The only sanction for operating without a permit is continued citations. Nothing authorizes staff to remove or confiscate birds. Even when HRAS posts “Cease and Desist” notices for failure to get a permit, the onus remains on HRAS to continue to post and issue citations. Given the staffing difficulties described above, this is not realistic, and it is unclear whether even if continued posting were possible, it would have a meaningful impact absent active remedies. Therefore, the birds remain.

HRAS staff has met internally to review potential modifications to the Rooster ordinance. Additionally, staff met with other County departments and stakeholders in the Ordinance’s enforcement, including County Housing and Community Development (HCD), the Agricultural Commissioner, and the SPCA for Monterey County. Staff has reached out to the Sheriff’s Department as well but has yet to set up a time for discussion.

In researching other county’s ordinances, staff found that numerous other jurisdictions took a zoning approach to this issue, addressing the rooster issue within zoning law, rather than tying regulation to their HRAS departments. Those jurisdictions, such as San Diego, San Bernardino, and San Luis Obispo Counties, limit the number of roosters per parcel, a simpler to understand and enforce approach. Such an approach was the basis for AB 928. Staff is having ongoing, continued discussions with HCD to determine whether the zoning approach is feasible here. HCD has raised additional questions that need to be further investigated to determine the best approach.

Estimated Project Cost:
HRAS does not, at this time, project costs outside of the staff time needed to work with other departments, including Housing and Community Development and the Agricultural Commissioner.

Staffing Level Estimate:
HRAS staff will include 2-3 staff providing input and work on this referral.

Departmental Challenges:
Limited staffing continues to remain a challenge for HRAS. Additionally, staff needs to coordinate

efforts and discussions with other County departments such as HCD, County Counsel, and the Agricultural Commissioner's office. The HRAS JPA Board of Directors will also need to take a position on the updates related to this referral during one of their regular meetings. Those meetings currently occur every other month with the next meetings in November 2025 and January 2026.

Proposed Response Date:
HRAS staff estimates an additional six (6) months is needed to further research and continue to have discussions with other County departments concerning the feasibility of either updating this ordinance and/or moving outside of Chapter 8 entirely. If it is determined to be a feasible to move this work outside of Chapter 8, additional time would be needed to identify the priority of making such a move.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The proposed project is targeted to improve health and quality of life through County supported policies, programs, and services, promoting access to equitable opportunities for healthy choices and healthy environments in collaboration with communities.

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

___Economic Development
___Administration
_X_Health & Human Services
___Infrastructure
___Public Safety

Prepared by: Cindy Burnham, HRAS Administrator, 769-8796
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Board Referral No. # 2024.11
Preliminary Analysis Report

Monterey County Board of Supervisors
Referral Submittal Form

Referral No. 2024.11
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: 9/5/24	Submitted By: Supervisor Glenn Church	District #: 2

Referral Title: Modifications to the County's Rooster Ordinance

Referral Purpose: 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.

Brief Referral Description (attach additional sheet as required): The County of Monterey adopted its Rooster Ordinance in 2015. One of the main purposes of the ordinance was to prevent illegal cockfighting. There are several aspects of the ordinance, however, that make it difficult to enforce. While other counties across the state who have rooster ordinances limit the number of roosters a person can have with a permit, the County of Monterey's ordinance allows for up to 499 roosters in certain zoning areas. Additionally, the County of Monterey's ordinance places the burden of proof on Animal Control to prove that cockfighting is taking place.

This referral asks staff to investigate making the following changes to the County's Rooster Ordinance (and other changes as they see fit):

1. Placing limits on the maximum number of roosters allowed, similar to other counties in CA, possibly a sliding scale based on lot size.
2. Placing the burden of proof on the permit seeker to show that they are not using birds for cockfighting.

Classification - Implication	**Mode of Response**
☐ Ministerial / Minor ☐ Land Use Policy ☐ Social Policy ☐ Budget Policy X Other: Animal Services	☐ Memo X Board Report ☐ Presentation **Requested Response Timeline** ☐ 2 weeks ☐ 1 month X 6 weeks ☐ Status reports until completed ☐ Other: ASAP ☐ 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.

County of Monterey

Board Report

Legistar File Number: PAR 24-012

Item No.

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

October 01, 2024

Introduced: 9/24/2024
Version: 1

Current Status: Agenda Ready
Matter Type: Preliminary Analysis Report

Receive a preliminary response to ***Board Referral No. 2024.11*** seeking staff to modify the County's Rooster Ordinance in order to make it more effective at eradicating cockfighting operations in unincorporated Monterey County.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

a. Receive a preliminary response to ***Board Referral No. 2024.11*** seeking staff to modify the County's Rooster Ordinance in order to make it more effective at eradicating cockfighting operations in unincorporated Monterey County.
    1) Proceed with completion of referral based on modifications by the Board; or
    2) Return to Board with a more comprehensive analysis of referral and anticipated effort for completion; or
b. Provide further direction to staff, as appropriate.

PRELIMINARY ANALYSIS:

Referral Summary & Background:

On September 5th, 2024, Board Referral No. 2024.11 was assigned to the Health Department to have staff look at modifying the County's Rooster Ordinance in order to make it more effective at eradicating cockfighting operations in unincorporated Monterey County.

The County of Monterey adopted its Rooster Ordinance in 2015. One of the main purposes of the ordinance was to prevent illegal cockfighting. There are several aspects of the ordinance, however, that make it difficult to enforce. While other counties across the state who have rooster ordinances limit the number of roosters a person can have with a permit, the County of Monterey's ordinance allows for up to 499 roosters in certain zoning areas. Additionally, the County of Monterey's ordinance places the burden of proof on Animal Control to prove that cockfighting is taking place.

Proposed Project Description:

This referral asks staff to investigate making the following changes to the County's Rooster Ordinance (and other changes as they see fit):

1. Placing limits on the maximum number of roosters allowed, similar to other counties in CA, possibly a sliding scale based on lot size.

2. Placing the burden of proof on the permit seeker to show that they are not using birds for cockfighting.

Animal Services, through Hitchcock Road Animal Services, enforces County of Monterey Ordinance 8.50, Requirements for Keeping Five or More Roosters. Currently, HRAS has 60 pending permit cases in the unincorporated areas in Monterey County, with 15 current permits and 15 expired permits.

Hitchcock Road Animal Services staff have already met internally to review potential modifications to the Rooster ordinance. Prior to making recommendations, staff intends to also meet with other County departments and external organizations that are stakeholders in the enforcement process of this ordinance:

1. Housing and Community Development
2. Agricultural Commissioner
3. Sheriff
4. SPCA for Monterey County

Estimated Project Cost:
At this time, there is no projected cost for this review and update.

Staffing Level Estimate:
Animal Services will have 3-4 staff members assigned to this project and will collaborate with County Counsel and various departments. This will take approximately 40-60 hours of cumulative staff time.

Departmental Challenges:
Limited staffing continues to remain a challenge for Animal Services.

Proposed Response Date:
Hitchcock Road Animal Services staff estimates to take about 6 months to review the ordinance, meet with stakeholders and work with County Counsel on modifications before bringing back an updated ordinance.

This work supports the County of Monterey Health Department 2018-2024 Strategic Plan Goal: 4) Engage MCHD workforces and improve operational functions to meet current and developing population heath needs.

OTHER AGENCY INVOLVEMENT:
Hitchcock Road Animal Services staff will continue to have discussions with representatives from stakeholders from other agencies and departments.

FINANCING:
There is no impact to the County General Fund with receipt of this report.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

Check the related Board of Supervisors Strategic Initiatives:

☐ Economic Development:

- Through collaboration, strengthen economic development to ensure a diversified and healthy economy.

☐ Administration:

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

☐ Health & Human Services:

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

☒ Infrastructure:

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

☒ Public Safety:

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

Prepared by: Cindy Burnham, Animal Services Administrator, 769-8796

Approved by:

_____Date_____
Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Preliminary Analysis Report
Referral No. 2024.11

County of Monterey

Board Report

Legistar File Number: PAR 25-016

Item No.38

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

November 04, 2025

Introduced: 10/24/2025
Version: 1

Current Status: Agenda Ready
Matter Type: Preliminary Analysis Report

Receive a preliminary analysis report in response to ***Board Referral No.* 2025.11** seeking to adopt an ordinance to prohibit recreational vehicles parking on the entirety of Railroad Avenue, establish a tow-away zone, and authorizing the immediate removal of vehicles that violate this no-parking restriction.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Receive a preliminary analysis report in response to **Board Referral No. 2025.11** and:
b. Direct that staff proceed with completion of referral based on description in this report; or,
c. Direct that staff:
i. Proceed with completion of referral based on modifications by the Board; or,
ii Return to Board with a more comprehensive analysis of referral and anticipated effort for completion; or,
iii. Rescind referral.
d. Provide further direction, as appropriate.

PRELIMINARY ANALYSIS:
Background:
On September 16, 2025, the Board added Supervisor Church's Referral No. 2025.11 to the County Board of Supervisors' referral matrix. The referral is seeking to adopt an ordinance to prohibit recreational vehicles parking on the entirety of Railroad Avenue, establish a tow-away zone, and authorizing the immediate removal of vehicles that violate this no-parking restriction.

Proposed Project Description:
Railroad Avenue is a County maintained road in the Pajaro community, an unincorporated community south of the City of Watsonville. It is Public Works, Facilities and Parks (PWFP) staff understanding from the Board Referral, that roadside parking of recreational vehicles on Railroad Avenue has created a consistent and increasing public health and safety concern for the community and businesses of Pajaro, particularly regarding unhoused persons living in recreational vehicles along this road without appropriate services, disruptions for residents and businesses, crime, traffic hazards caused by parked vehicles blocking travel lanes, and the illegal dumping of trash and refuse.

The referral involves completion of the following tasks:

- Perform traffic engineering study for parking prohibition warrants. This includes performing community outreach and coordination, for needs assessment and full understanding.

- Prepare ordinance and Board Report to present to the Board for consideration. Includes the amount of time to route an item through the levels of departmental review prior to an item being taken to the Board for consideration.
- Schedule and present a public hearing per California Government Code Sections 65090 and 6061.
- If approved, allow thirty days to pass per California Government Code Section 25123.
- Install requisite signage.

Estimated Project Cost:
Costs associated with the completion of this referral include staff time and materials. Estimated cost may be upwards of $15,000. Staff costs will be absorbed by lead department and assisting departments (PWFP and Office of the County Counsel [OCC]).

Staffing Level Estimate:
It is anticipated that one (1) to two (2) PWFP staff, along with OCC staff will be utilized to complete a response to the subject referral. Additional field crew personnel will be required for installation of signs. Time impacts associated with this request may include staff time from PWFP, specifically Traffic Engineering; Housing and Community Development (HCD); OCC; Environmental Health Bureau (EHB); Office of Homeless Services; the County Administrative Office (CAO); and the law enforcement agencies such as the California Highway Patrol (CHP) and Monterey County Sheriff's Office (MCSO).

Departmental Challenges:
Coordination with local community and stakeholders for the proposed parking prohibition.

Proposed Response Date:
Staff proposes to return to the Board prior to February 28, 2026.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The recommended action supports the Board of Supervisors' Strategic Plan Goals for Well-Being and Quality of Life, and Safe and Resilient Communities. Should the study demonstrate a need, these services will enhance the County's transportation safety and accessibility, improving the quality of life for County residents.

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

Prepared by: Chad Alinio, PE, Senior Civil Engineer
Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks

Attachments:
Attachment A - Board Referral No. #2025.11

County of Monterey

Board Report

Legistar File Number: PAR 25-016

Item No.

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

November 04, 2025

Introduced: 10/24/2025
Version: 1

Current Status: Agenda Ready
Matter Type: Preliminary Analysis Report

Receive a preliminary analysis report in response to ***Board Referral No.* 2025.11** seeking to adopt an ordinance to prohibit recreational vehicles parking on the entirety of Railroad Avenue, establish a tow-away zone, and authorizing the immediate removal of vehicles that violate this no-parking restriction.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Receive a preliminary analysis report in response to **Board Referral No. 2025.11** and:
b. Direct that staff proceed with completion of referral based on description in this report; or,
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The referral involves completion of the following tasks:

- Perform traffic engineering study for parking prohibition warrants. This includes performing community outreach and coordination, for needs assessment and full understanding.

- Prepare ordinance and Board Report to present to the Board for consideration. Includes the amount of time to route an item through the levels of departmental review prior to an item being taken to the Board for consideration.
- Schedule and present a public hearing per California Government Code Sections 65090 and 6061.
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- Install requisite signage.

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It is anticipated that one (1) to two (2) PWFP staff, along with OCC staff will be utilized to complete a response to the subject referral. Additional field crew personnel will be required for installation of signs. Time impacts associated with this request may include staff time from PWFP, specifically Traffic Engineering; Housing and Community Development (HCD); OCC; Environmental Health Bureau (EHB); Office of Homeless Services; the County Administrative Office (CAO); and the law enforcement agencies such as the California Highway Patrol (CHP) and Monterey County Sheriff's Office (MCSO).

Departmental Challenges:
Coordination with local community and stakeholders for the proposed parking prohibition.

Proposed Response Date:
Staff proposes to return to the Board prior to February 28, 2026.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The recommended action supports the Board of Supervisors' Strategic Plan Goals for Well-Being and Quality of Life, and Safe and Resilient Communities. Should the study demonstrate a need, these services will enhance the County's transportation safety and accessibility, improving the quality of life for County residents.

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

Prepared by: Chad Alinio, PE, Senior Civil Engineer
Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks

Attachments:
Attachment A - Board Referral No. #2025.11

Attachment A

Monterey County Board of Supervisors
Referral Submittal Form

Referral No. 2025.11
Assignment Date: 09/16/25
(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: 5 Sept. 2025	Submitted By: Supervisor Glenn Church	District #: 2
Referral Title: No Recreational Vehicle Parking on Railroad Avenue in Pajaro		

Referral Purpose:
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.

Brief Referral Description (attach additional sheet as required):
Homeless individuals are living in recreational vehicles along this road without appropriate services. These individuals park a variety of vehicles, including motor homes, campers and trailers, to sleep and live in. The uncontrolled use of the road for this purpose has resulted in serious disruptions for residents and businesses as well as health and safety problems, including crime, blocking of travel lanes and dumping of trash and refuse.

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: ASAP ☐ 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: 09/16/25

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.

Introduced: 10/29/2025
Version: 1

Current Status: Agenda Ready
Matter Type: Preliminary Analysis Report

a. Receive a presentation in response to Board Referral No. 2024.13 (Alejo) on the history of *Recurso de Fuerza*, a low barrier navigation center currently in development in partnership with the County of Santa Cruz;
b. Consider the following options for renaming *Recurso de Fuerza*:
    a) Retain the name *Recurso de Fuerza*;
    b) Rename the program *Casitas de Fuerza*; or
    c) Direct staff to rename the project through a public engagement process; and
c. Provide direction as necessary.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

a. Receive a presentation in response to Board Referral No. 2024.13 (Alejo) on the history of *Recurso de Fuerza*, a low barrier navigation center currently in development in partnership with the County of Santa Cruz;
b. Consider the following options for renaming *Recurso de Fuerza*:
    a) Retain the name *Recurso de Fuerza*;
    b) Rename the program *Casitas de Fuerza*; or
    c) Direct staff to rename the project through a public engagement process; and
b. Provide direction as necessary.

SUMMARY:

Referral No. 2024.13 was submitted by Supervisor Alejo, requesting the renaming of *Recurso de Fuerza Village* ("RdF Village"), a 34-bed, non-congregate, low-barrier navigation center currently in the building phase in Watsonville, California.

The purpose of this presentation is to inform the Board of Supervisors about the contextual background of the existing project name, *Recurso de Fuerza*, which translates to "Resource of Strength", and receive further direction on either keeping the name or renaming the project.

RdF Village is a product of a collaborative partnership between the Counties of Monterey (“County”) and Santa Cruz (“COSC”). Under the terms of this partnership, Monterey County has secured funding for construction and start-up costs and is serving as the lead entity on site development and implementation. According to a Memorandum of Understanding approved by the Monterey County Board of Supervisors on February 27, 2024, both counties intend to transfer ownership of the units to Santa Cruz County, with the process to be finalized no later than June 30, 2026. Given the temporary

nature of Monterey County's ownership of RdF Village, County staff are actively working among key stakeholders, including the County of Santa Cruz, Community Action Board of Santa Cruz County, and Westview Presbyterian Church to ensure all parties agree to decisions of the County.

DISCUSSION:
County staff have coordinated closely with COSC throughout the project's development, including the visioning and design stages that shaped the grant proposal. To prepare for the grant application, the County Homeless Services Director engaged the former County-funded outreach team from CSUMB's Center for Community Health Engagement to conduct outreach and assess the needs of individuals residing along the Pajaro River.

The project's partners, including the property owner, Westview Presbyterian Church, agreed to allow encampment occupants the opportunity to name the low-barrier navigation center, with the goal of fostering a sense of ownership and hope for future residents. On February 27, 2023, the County submitted the Encampment Resolution Fund (ERF) application, where the response to Question 24: "How were persons with lived experience meaningfully incorporated into the planning and proposed implementation of this proposal? Please identify whether any perspectives were incorporated from persons who are currently unsheltered and/or formerly or currently residing within the prioritized encampment," was that the name *Recurso de Fuerza* was selected by the encampment occupants.

Recurso de Fuerza is listed as the official name of the navigation center in several key documents, including the Encampment Resolution Funding (ERF) project proposal to the State, County-administered standard agreements and contracts administered by other funding partners.

Potential impacts of renaming the project include:

1. **Disrupt the trust of future program participants:** Overriding the name selected by the encampment occupants may undermine the efforts of community-based organizations striving to build and sustain rapport with the occupants.
2. **Increased Administrative Workload:** Additional time and resources will be required from staff to update internal and external documents.
3. **State Engagement:** Coordination with the State may be necessary to determine whether a name change would impact the project's scoring on the approved application as it was listed as the response to community engagement.
4. **Community Engagement Coordination:** Development and implementation of a comprehensive community engagement process, in collaboration with the County of Santa Cruz, Westview Presbyterian Church, and Community Action Board of Santa Cruz County and reengage the encampment residents asking them to choose a different name.
5. **Modification of Agreements:** Amendments will be needed for existing County standard agreements.
6. **Funder Coordination:** Engagement with other funding partners to update agreements and documents, managed by other entities.
7. **Additional Community Outreach:** Additional communication may be required to mitigate potential confusion resulting from the name change within the local community.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
Recurso de Fuerza is a partnership between the County Administrative Office Homelessness Strategies and Initiatives Division, County of Santa Cruz Human Services Department, California Housing and Community Development, California Interagency Council on Homelessness, Community Action Board of Santa Cruz County, Central California Alliance on Health, Coalition of Homeless Services Providers, Persons with Lived Experience, Community Health Engagement, and Westview Presbyterian Church.

FINANCING**:**
This report has no impacts on General Funds.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
Mark a check to the related Board of Supervisors Strategic Plan Goals [Include one or two sentences referencing the Ordinance, Code, Board Order/Resolution, etc. in relation to this selection]:
____ 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: This presentation is in response to Board Referral #2024.13 regarding the renaming of a County-led program.

Link to the Strategic Plan:
<https://www.countyofmonterey.gov/home/showdocument?id=139569>

Prepared by: Roxanne V. Wilson, County Homeless Services Director, ext. 5445
Approved by: Deborah Paolinelli, Assistant County Administrative Officer, ext. 5309

Attachments:
MOU with Santa Cruz County
Encampment Resolution Funding 2-R Notice of Funding Availability
Encampment Resolution Funding State Application
Presentation

Introduced: 10/29/2025
Version: 1

Current Status: Agenda Ready
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Prepared by: Roxanne V. Wilson, County Homeless Services Director, ext. 5445
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Presentation

DocuSign Envelope ID: 62A4B417-65A2-4CB9-9822-C4E283CC4BC2

Monterey County
Board of Supervisors

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

Board Order

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

Agreement No.: A-16746
a. Approve and authorize the County Administrative Officer, or designee, to execute a Memorandum of Understanding (MOU) for a Five Year Term with the County of Santa Cruz (COSC) to collaborate on the establishment and implementation of a housing first, low-barrier navigation center program that provides temporary living facilities to individuals experiencing homelessness in the Pajaro River area and to establish the conditions for the purchase and transfer of Units to COSC by June 30, 2026.
b. Approve and authorize the County Administrative Officer or designee, to sign up to three (3) future amendments to this MOU where amendments do not significantly alter the purposes and goals of the MOU subject to review as to form by the Office of the County Counsel.

PASSED AND ADOPTED on this 27th day of February 2024, by roll call vote:

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

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting February 27, 2024.

Dated: March 1, 2024
File ID: 24-110
Agenda Item No.: 80

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

Vicente Ramirez, Deputy

DocuSign Envelope ID: 62A4B417-65A2-4CB9-9822-C4E283CC4BC2

MEMORANDUM OF UNDERSTANDING RE: COORDINATION OF RESPONSIBILITIES RELATED TO IMPLEMENTATION OF THE ENCAMPMENT RESOLUTION FUNDING PROGRAM AND DEVELOPMENT OF A NON-CONGREGATE LOW-BARRIER HOUSING NAVIGATION CENTER IN WATSONVILLE, CALIFORNIA

This Memorandum of Understanding ("MOU") is entered into as of the last date opposite the respective signatures (the "Effective Date"), by and between the County of Santa Cruz, a political subdivision of the State of California ("COSC"), and the County of Monterey, a political subdivision of the State of California ("COM"), collectively referred to as "Counties" or "Parties" and sometimes individually referred to as "Party".

RECITALS

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

   i. Assist local jurisdictions in ensuring the safety and wellness of people experiencing homelessness in encampments;
   ii. Provide grants to local jurisdictions and Continuums of Care to resolve critical encampment concerns and transition individuals into safe and stable housing; and,
   iii. Encourage a data-informed, coordinated approach to address encampment concerns.

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

C. WHEREAS, the Pajaro River runs along the border of COSC's and COM's jurisdictional boundaries, and an estimated 70 people experiencing homelessness stay in the area each night on both sides of the river within the jurisdictional boundaries of both Counties and the City of Watsonville.

D. WHEREAS, in August 2022, the Parties began discussions on submitting a collaborative application to the second round of ERF Program to jointly address the longstanding issue of individuals experiencing homelessness in and around the Pajaro River.

E. WHEREAS, on February 14, 2023, the Board of Supervisors of the COM ("BOS-COM") received a presentation by the County Administrative Office, Intergovernmental & Legislative Affairs Division on the proposed joint project and authorized[1] the submission of an application[2] for ERF Program funding for approximately Eight Million Dollars ($8,000,000) to:

   i. Construct and provide operational funding for a 34-unit, non-congregate low-barrier housing navigation center within the City of Watsonville's jurisdictional boundaries until June 30, 2026, and
   ii. Provide rapid re-housing and housing navigation services for 70 people from the encampment population.

[1] BOS-COM Board Order (23-143 Agenda Item No. 15 Board Order)
[2] BOS-COM (COM ERF Application)

DocuSign Envelope ID: 62A4B417-65A2-4CB9-9822-C4E283CC4BC2

F. WHEREAS, the people living in the Pajaro River area recommended, and other collaborative partners adopted, the name "Recurso de Fuerza" (Resource of Strength) for the non-congregate low-barrier housing navigation center.

G. WHEREAS, on June 14, 2023, the COM was provided notice of an award in the amount of $7,986,354.26 in funding through round 2 of the ERF program by the Cal ICH for the placement of interim housing and operational funding until June 30, 2026, of a 34-bed non-congregate low-barrier housing navigation center in Watsonville, California to steward Pajaro River encampment occupants on a path toward housing.

H. WHEREAS, on June 24, 2023, the COM entered into a Standard Agreement with the State of California[3] ("CAL ICH Agreement") for the award with a contract term of August 7, 2023, to March 31, 2027.

I. WHEREAS, COM shall expend no less than 50 percent and obligate 100 percent of the ERF program funds by June 30, 2024 as defined in the grant terms of the CAL ICH Agreement.

J. WHEREAS, all ERF program funds shall be expended by June 30, 2026, and any funds not expended by this date shall revert to the fund of origin pursuant to HSC Section 50253(e)(5) as defined in the grant terms of the CAL ICH Agreement.

K. WHEREAS, on September 8, 2023, the COM received the ERF Program award from Cal ICH.

L. WHEREAS, the Parties desire to identify roles and responsibilities in the development of a 34-non-congregate, low-barrier interim shelter including separate rooms for showers, restrooms, a dining room, laundry, storage and office rooms ("Units") to provide housing navigation and supportive services ("Recurso de Fuerza Program" or "Program") to people living along the Pajaro River.

M. WHEREAS, the Parties have worked together to identify and select development and service provision partners with extensive histories and success in executing similar projects with similar timeline requirements and service models to carry out the vision of this program.

N. WHEREAS, the following Exhibits are incorporated into this MOU:
Exhibit A – INSURANCE REQUIREMENTS
Exhibit B – DISPUTES AND CORRECTIVE ACTION

NOW, THEREFORE, in consideration of the recitals and mutual consideration, representations, conditions, and obligations contained in this MOU, and incorporated herein, the Parties agree as follows:

ARTICLE 1.
ROLES AND RESPONSIBILITIES

Section 1.1 Purpose and Goals

This MOU serves to establish a mutual understanding for the implementation of ERF for a low-barrier navigation center program in Watsonville, California for the public purpose of providing interim housing to individuals experiencing homelessness in the Pajaro River area within the jurisdictional boundaries of both Counties and the City of Watsonville.

[3]CAL ICH Agreement

DocuSign Envelope ID: 62A4B417-65A2-4CB9-9822-C4E283CC4BC2

More specifically, this MOU will:

a. Identify roles and responsibilities between the Parties for housing of individuals experiencing homelessness near the Pajaro River;

b. Develop a low-barrier navigation center Recurso de Fuerza Program at the Site; and,

c. Transfer all, some, or none of the Units with existing furnishings from the COM to the COSC no later than June 30, 2026.

Section 1.2 Roles and Responsibilities

a. The COM shall:

1. Devote sufficient personnel to serve as the collaborative applicant of the ERF Program and administer the funds including executing agreements with State and local partners, reporting, budget modifications, technical assistance, disbursement of funds, and monitoring from Effective Date to March 31, 2027.

2. Reporting Requirements: COM shall submit all required reports to Cal ICH with fiscal and programmatic data reflecting the progress of their ERF program in a format provided by Cal ICH.

3. At the end of the grant funding period on June 30, 2026, or upon request by Cal ICH, COM shall provide information and products developed with grant funds on service delivery models including any materials that may be necessary to study the program or replicate it for implementation across the state.

4. Provide funding to support the lease in Watsonville ("Site") to accommodate the Units and Program until all funds have been expended on or before June 30, 2026.

5. Enter into contracts that will terminate on June 30, 2026, with mutually agreed upon and selected nonprofit partners for the daily operation of the Program until the Units transfer to COSC.

6. In the event of a sale of some or all the Units to COSC, assist in the transfer of those Units to COSC.

b. The COSC shall:

1. Commit to identifying source(s) of funding to continue the operation of the Program after June 30, 2026. COSC shall report to COM on or before February 1, 2026, regarding (1) the source(s) and amount(s), if any, of funding COSC has identified and (2) whether COSC intends to continue to operate the Program after June 30, 2026.

2. Provide Homeless Management Information System (HMIS) Agency Administrator level access, training, technical assistance, and data exports specific to the ERF grant at least bi-annually to the COM's Homeless Services Director and support staff.

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3. Provide HMIS access, training, and technical assistance to the navigation center operator.

c. The Parties agree that:

1. Each Party shall each designate staff who shall meet monthly to coordinate the execution and implementation for the duration of the ERF grant period.

2. Property and environmental records, reports, studies, and other relevant information shall be shared between the Parties as they become available.

3. Short-term and long-term Project low-barrier navigation center Program goals will be jointly determined by the Parties.

4. COM and COSC staff will continue to work together in drafting contracts to support the operations of the Recurso de Fuerza low-barrier navigation center Program. However, COSC will not be a party to those contracts.

5. If there is a disagreement between the Parties or their representative(s), the Parties shall proceed with resolution as outlined in Exhibit B: DISPUTES AND CORRECTIVE ACTION which is incorporated by this reference.

Section 1.3 Purchase and Transfer of Modular Units

a. The COM and COSC have mutually agreed upon the use of the Units for interim housing to shelter unhoused individuals at the Site.

b. The COM shall identify a service provider and/or vendor for the delivery and construction of the Units, and COM will enter into all necessary agreements with said service provider and/or vendor with a contract term ending on June 30, 2026.

c. COM shall insure the Units until the effective date of the transfer of ownership to COSC, if such transfer of ownership occurs. Insurance or Self-Insurance requirements are set forth in Exhibit A – INSURANCE REQUIREMENTS which is attached and incorporated by this reference.

d. If the Units are sold to COSC, on the date of transfer, COSC will accept ownership of the Units and will ensure that the required insurance is obtained prior to acceptance. COSC will commence to be solely responsible for insuring the units from that point forward.

e. Within 30 days after receiving the report from COSC identified in Section 1.2.b.1, above, COM shall inform COSC of whether it will offer to sell all, some, or none of the Units to COSC on or before June 30, 2026. Upon receipt of an offer to purchase some or all of the Units from COM, if any, COSC County Administrative Officer, or their designee, shall have 30 days thereafter to accept or decline the offer.

f. If COSC accepts COM's offer to sell to offer to sell some or all of the Units to COSC, the purchase price of the Units will be $1.00 per Unit. The sale of the Units, if at all, shall be on an "as is" basis with any existing furnishings then located in the Units, for a total fee not to exceed $50.00. A condition of purchasing the Units will be that COSC make the Units available

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to eligible program participants in accordance with the five-year term of use defined below in subdivision (f). COM will work with COSC to identify funding sources to support COM eligible program participants.

g. Five (5) Year Term of Use. COSC understands and agrees that the term of use for the Units by unhoused individuals experiencing homelessness shall be for a five (5) year period from the Effective Date of this MOU. COM is responsible for ensuring the Units are offered to eligible program participants until the transfer of Units to COSC, if at all, on or before June 30, 2026.

Section 1.4 Property Site and Location

a. COM and COSC agree that the property site to be utilized for the Navigation Center and for placement of the Units shall be the Site.

b. The Units shall be installed in the parking lot areas of the Site.

c. If the Site becomes unavailable during the initial two-year period of the ERF grant implementation, COM agrees to locate and secure another site, with collaboration and approval of the COSC.

d. After the initial two-year grant period, the COSC shall be responsible for ensuring that an alternative site has been identified and secured before the transfer of Units on or before June 30, 2026.

e. Right of Entry. COM shall ensure that any leases and/or agreements contain a provision ensuring that COM and COSC officers, employees, agents, consultants, and contractors shall have the right to enter upon the Site during normal business hours to conduct work, inspections, and investigations in accordance with this MOU. In connection with such entry for the purpose of work, inspections and/or investigations, the Counties each agree to repair and restore any damage caused by its respective officers, employees, agents, consultants, Program participants, and contractors.

ARTICLE 2.
GENERAL CONDITIONS

Section 2.1 General Compliance

The Parties, through their respective officers, employees, consultants, and contractors as applicable, agree to comply with all applicable federal, State and local laws and regulations governing public agencies, including any necessary environmental review and/or CEQA/NEPA analysis as applicable to the implementation of the proposed Program and corresponding ERF grant award for the implementation of said Program. Documentation of such compliance shall be made available for review by a Party upon request by the other Party.

Section 2.2 Term of MOU

The term of this MOU (the "Term") shall start as of the Effective Date of this MOU and shall terminate upon the conclusion of the Five (5) Year Term of Use for the Units as set for above in Section 1.3.g.

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Section 2.3 Termination

This MOU may be terminated by either Party upon 30 days advance written notice. Prior to any said termination, COM and COSC shall meet and confer in good faith. In the event of termination of this MOU by either Party, if the date of termination is before the purchase and transfer of Units to COSC, COM will retain ownership of the Units and if the date of termination is after the purchase and transfer of Units to COSC from COM, then COSC will retain ownership of the Units, the provisions of ARTICLE 3. ADMINISTRATIVE REQUIREMENTS shall survive the termination of this MOU.

Section 2.4 Mutual Indemnification

a. The COSC shall indemnify, defend, and hold harmless the COM, its officers, agents, representatives, volunteers, and employees from any claim, liability, demand, loss, costs and expenses (including reasonable attorneys' fees and costs), injury or damage rising out of, or in connection with, performance, or attempted performance, directly or indirectly, of this MOU by the COSC and/or its agents, employees or volunteers, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the COM. It is the intent of the Parties to this MOU to provide the broadest possible coverage for the COM. The COSC shall reimburse the COM for all costs, attorneys' fees, expenses, and liabilities incurred with respect to any claim, judgment, or litigation in which the COSC is obligated to indemnify, defend and hold harmless the COM pursuant to this MOU. This provision shall survive expiration or termination of this MOU.

b. The COM shall indemnify, defend, and hold harmless the COSC, its officers, agents, representatives, volunteers, and employees from any claim, liability, demand, loss, costs and expenses (including reasonable attorneys' fees and costs), injury or damage rising out of, or in connection with, performance, or attempted performance, directly or indirectly, of this MOU by the COM and/or its agents, employees or volunteers, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the COSC. It is the intent of the Parties to this MOU to provide the broadest possible coverage for the COSC. The COM shall reimburse the COSC for all costs, attorneys' fees, expenses, and liabilities incurred with respect to any claim, judgment, or litigation in which the COM is obligated to indemnify, defend and hold harmless the COSC pursuant to this MOU. This provision shall survive expiration or termination of this MOU.

Section 2.5 Insurance

During the term of this MOU, the Counties shall each secure and maintain the insurance or self-insurance as described in Exhibit A.

ARTICLE 3.
ADMINISTRATIVE REQUIREMENTS

Section 3.1 Documentation and Record-Keeping

a. Records to be Maintained. The Counties shall maintain all records and such records shall

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include but not be limited to:

1. Records providing a full description of each activity undertaken.
2. Records required to document the solicitation and selection of a developer and operator.
3. Records required by funding agencies related to the implementation of the MOU.

b. Retention. The Counties shall retain all records pertinent to services performed and expenditures incurred pursuant to this MOU and as defined in Section 5 of Exhibit D of the CAL ICH Agreement with COM for a period of three (3) years after the final payment for any and all costs incurred for services performed and expenditures incurred pursuant to this MOU and corresponding grant funding for the implementation of the ERF and Recurso de Fuerza low-barrier navigation center Program MOU.

ARTICLE 4.
PERSONNEL AND PARTICIPANT CONDITIONS

Section 4.1 Conduct

a. Assignability. Neither Party shall assign or transfer any interest in this MOU without the prior written consent of the other Party, at its sole discretion.

b. Hatch Act. The Counties agree that under this MOU, no funds shall be provided, nor will any personnel be employed in any way or to any extent engaged in the conduct of political activities that would violate 5 U.S.C. Chapter 15, Section 1501 et seq.

c. Conflict of Interest. The Counties each agree to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, as it may apply to their respective, agents' employees, consultants, officers, appointed or elected officials, as listed under this regulation.

ARTICLE 5.
ENVIRONMENTAL CONDITIONS

Section 5.1 Applicable Laws and Regulation

The Counties agree to comply with the following laws and regulations insofar as they apply to the performance of this MOU:

a. Clean Air Act, 42 U.S.C. 7401 through 7414.

b. Federal Water Pollution Control Act (Clean Water Act), as amended (33 U.S.C. 1318- Records and Reports) relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in Section 114 of the Clean Water Act (which authorizes the United States Environmental Protection Agency [EPA] to issue EPA Section 114 Information Requests to gather data necessary for enforcing environmental laws) and Section 308 of the Clean Water Act, and all regulations as applicable to the performance of this MOU.

c. Flood Disaster Protection Act of 1973 (P.L. 93-234) regarding the sale, lease or other transfer of land acquired, cleared, or improved under the terms of this MOU, as it may apply to the provisions of this MOU.

d. Environmental Protection Agency Lead-Based Paint Regulations.

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e. Historic Preservation requirements as set out in the National Historic Preservation Act, Pub. L. No. 89-665, as amended by Pub. L. No. 96-51) and the procedures set forth in 54 U.S.C. Section 300101, et seq. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a federal, State, or local historic property list.

ARTICLE 6.
OTHER PROVISIONS

Section 6.1 Entire MOU

This MOU contains all the terms and conditions agreed upon by the Parties.

No other understandings, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind any of the Parties hereto.

Section 6.2 Notices

Formal notices, demands and communications (other than day to day routine communications) between the Counties shall be sufficiently given if, and shall not be deemed given unless: (i) dispatched by certified mail, postage prepaid, return receipt requested, (ii) sent by express delivery or overnight courier service with a delivery receipt, (iii) personally delivered with a delivery receipt, or (iv) sent by electronic mail with a copy delivered by one of the previous three methods, to the office of the Party upon which service is being made shown as follows, or such other address as the Parties may designate in writing from time to time:

COUNTY OF MONTEREY:
Attn: Deborah Paolinelli, Assistant County Administrative Officer
168 W. Alisal Street, 3rd Floor
Salinas, California 93901
Email: paolinellid@co.monterey.ca.us

COUNTY OF SANTA CRUZ:
Attn: Randy Morris, Director of Human Services Department
1000 Emeline Avenue
Santa Cruz, CA 95060
Email: Randy.Morris@santacruzcountyca.gov

Such written notices, demands and communications shall be effective on the date shown on the delivery receipt as the date delivered or the date on which delivery was refused.

Section 6.3 Conformance with Federal and State Regulations

Should local, federal or State regulations touching upon this MOU be adopted, amended or revised during the term hereof, this MOU is subject to modification to assure conformance with such federal or State requirements.

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Section 6.4 Severability

If any term of this MOU is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect.

Section 6.5 Headings and Captions

Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this MOU or any provision thereof.

Section 6.6 No Third-Party Beneficiaries

There are no intended third-party beneficiaries to this MOU.

Section 6.7 Amendments

This MOU may not be modified, supplemented, or amended unless in writing by the Parties. Any modification, supplementation, amendment, or waiver must be signed by both Parties.

Section 6.8 Costs and Expenses

Each Party shall be responsible for its own costs and expenses in connection with any activities and negotiations undertaken in connection with this MOU, and the performance of each Party's obligations under this MOU.

Section 6.9 No Commissions

Each Party represents to the other that is has not retained, and shall not retain, the services of any broker, agent or finder with respect to the Site or in connection with any matters relating to this MOU, and agrees to hold the other Party harmless from and against any claim for commission, fee, or other remuneration by any broker, agent, or finder under any claimed retainer for services with respect thereto.

Section 6.11 Governing Law; Venue

This MOU shall be governed by and construed in accordance with the laws of the State of California without reference to choice-of-law principles, and venue for any action under this MOU shall be in the Superior Court of the County of Monterey, subject to any motion for transfer of venue.

Section 6.12 Counterparts and Electronic Signatures

This MOU may be executed in counterparts with electronic signatures, each of which shall be deemed an original but all of which together shall constitute one (1) and the same MOU.

Section 6.13 Non-Recourse MOU

No member, official, employee, agent, or consultant of any Party to this MOU shall be personally liable to any other Party, or any successor in interest or person claiming by, through or under any Party, in the event of any default or breach, or for or on account of any amount which may be or become due, or in any claim, cause or obligation whatsoever under the terms of this MOU.

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Section 6.14. Recitals

The Parties understand and agree that the recitals to this MOU are incorporated into this MOU by this reference.

Section 6.15 Attachments

The following attachments are hereby included within and incorporated by reference:
Exhibit A: Insurance Requirements
Exhibit B: Disputes and Corrective Action

Section 6.16 Authority of Signatories

The individuals executing this MOU on behalf of the Parties represent and warrant that he or she has the requisite authority to enter into this MOU on behalf of said Party.

SIGNATURES ON FOLLOWING PAGE

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IN WITNESS WHEREOF, this MOU has been executed by the Parties as of the Effective Date.

COUNTY OF MONTEREY:	**COUNTY OF SANTA CRUZ:**
County Administrative Office, Sonia M. De La Rosa, County Administrative Officer By: DocuSigned by: Deborah Paolinelli DFCFE819B75E478... Deborah Paolinelli Assistant County Administrative Officer Date: 3/14/2024 | 4:37 PM PDT	Human Services Department Randy Morris, Director By: DocuSigned by: Randy Morris D1FBBB7500084B1... Randy Morris, Director Date: 2/14/2024
APPROVED AS TO FORM: Office of the County Counsel-Risk Management Susan K. Blitch, Acting County Counsel By: DocuSigned by: Marina Pantchenko 2/14/2024 | 11:03 AM PST 65EE0F1502BD412... Marina Pantchenko Deputy County Counsel	**APPROVED AS TO FORM:** Office of the County Counsel Arthur Wille, County Counsel By: DocuSigned by: Arthur Wille 2/13/2024 FD318C222C094D0... Name: Arthur Wille Title: County of Santa Cruz
APPROVED AS TO FISCAL PROVISIONS: Rupa Shah, Auditor-Controller By: DocuSigned by: Ma Mor 2/14/2024 | 12:59 PM PST 2617DD077D65495... Name: _____ Title: _____	**APPROVED AS TO INSURANCE AND INDEMNIFICATION PROVISIONS:** Risk Management By: DocuSigned by: Gina Borasi 2/14/2024 E4EADC5BA53B4DB... Risk Management
APPROVED AS TO INSURANCE AND INDEMNIFICATION PROVISIONS: Office of the County Counsel-Risk Management Susan K. Blitch, Acting County Counsel By: DocuSigned by: David Bolton, Risk Manager 2/14/2024 | 11:44 AM PST 38F5C2C2B5F5249... David Bolton, Risk Manager	

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EXHIBIT A: INSURANCE REQUIREMENTS

The Counties each certify that they maintain a program of insurance and self-insurance that covers its activities in connection with this MOU as follows:

1. Professional Liability Insurance or self-insurance with financially owned and reputable companies with limits of one million dollars ($1,000,000) per claim and a general aggregate of three million dollars ($3,000,000). If such insurance is written on a claims- made form, it shall continue for three (3) years following termination of this MOU. The insurance shall have a retroactive date prior to coinciding with the effective date of this MOU. In the event that a claims-made policy is canceled or non-renewed, then the County shall obtain extended reporting (tail) coverage for the remainder of the three (3) year period.

2. Commercial General Liability Insurance or Self-Insurance. The County shall maintain insurance or self-insurance of five million dollars ($5,000,000) per occurrence and coverage of five million dollars ($5,000,000) in the aggregate.

3. Workers' Compensation Insurance (WCI) in a form and amount covering the County's full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.

4. The Counties, upon execution of this MOU, shall each furnish each other with Certificates of Insurance or a Letter of Self-Insurance evidencing compliance with requirements. Certificates shall further provide for thirty (30) days advance written notice to the other County/Party of any modification, change or cancellation of any of the above insurance coverage.

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EXHIBIT B: DISPUTES AND CORRECTIVE ACTION

Any claim, controversy, breach, or dispute arising out of this MOU, including, without limitation, the interpretation of any term or provision of this MOU, or any disagreement, claim, controversy, breach, or dispute arising out of the obligations under this MOU (individually, referred to as a "Dispute", and collectively referred to as "Disputes"), whether seeking damages or equitable relief, shall be subject to the following process.

1. Disputes between Parties shall be settled as quickly as reasonably possible to ensure minimal impact to MOU activities.

2. Parties shall first utilize a corrective action administrative process and negotiation to attempt to resolve Disputes prior to resulting to any other allowable remedy. Parties shall continue performance of the MOU activities during such resolution.

    a. Upon receipt by COM of information regarding a perceived failure by COSC to comply with any provision of this MOU, COM has the right to forward COSC a notice of COM's intent to consider corrective action to enforce compliance with such provision. Such notice will indicate the nature of the issue, or issues, to be reviewed in determining the need for corrective action. COSC may have the opportunity to respond or participate in formulating the corrective action recommendation. COM has the right to require the presence of COSC's officer(s) or employee(s) at any hearing or meeting called for the purpose of considering a corrective action.

    b. Upon receipt by COSC of information regarding a perceived failure by COM to comply with any provision of this MOU, COSC has the right to forward COM a noticed of COSC's intent to consider corrective action to enforce compliance with such provision. Such notice will indicate the nature of the issue, or issues, to be reviewed in determining the need for corrective action. COM may have the opportunity to respond or participate in formulating the corrective action recommendation. COSC has the right to require the presence of COM's officer(s) or employee(s) at any hearing or meeting called for the purpose of considering a corrective action.

    c. All requests shall be made in good faith and be reasonable in light of the economics and time efficiencies intended by the corrective action process.

    d. Any resolution requiring amendment of this MOU shall be executed as soon as reasonably possible, time is of the essence.

3. No formal proceedings for the judicial resolution of any dispute may be commenced until sixty (60) calendar days following the initiation of negotiations under this Section. Either Party may then seek whatever remedy is available in law or in equity.

4. For all claims arising from or related to this MOU, nothing in this MOU establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810), or any ordinance enacted by either Party governing the presentation or processing of such claims.

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Certificate Of Completion

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Document Pages: 13
Signatures: 3
Certificate Pages: 5
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Envelope Originator:
Irene Romero-Reyes
701 Ocean Street
Santa Cruz, CA 95060
Irene.Romero-Reyes@santacruzcountyca.gov
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Randy Morris Randy.Morris@santacruzcountyca.gov Director County of Santa Cruz Security Level: Email, Account Authentication (None)	DocuSigned by: Randy Morris D1FBBB7500084B1... Signature Adoption: Pre-selected Style Using IP Address: 63.194.190.100	Sent: 2/14/2024 8:29:01 AM Viewed: 2/14/2024 8:47:32 AM Signed: 2/14/2024 8:47:50 AM
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In Person Signer Events	Signature	Timestamp

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Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

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Carlos Nuno Espinoza Carlos.NunoEspinoza@santacruzcountyca.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 11/13/2023 9:03:01 AM ID: 64b871e5-041e-41fd-9269-f4450bf9eb63	COPIED	Sent: 2/13/2024 4:46:05 PM Viewed: 2/13/2024 5:19:39 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/13/2024 4:46:05 PM
Certified Delivered	Security Checked	2/14/2024 8:47:32 AM
Signing Complete	Security Checked	2/14/2024 8:47:50 AM
Completed	Security Checked	2/14/2024 8:47:50 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Santa Cruz (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Santa Cruz:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: nada.algharib@santacruzcounty.us

To advise County of Santa Cruz of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at nada.algharib@santacruzcounty.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Santa Cruz

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to nada.algharib@santacruzcounty.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Santa Cruz

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

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i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to nada.algharib@santacruzcounty.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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- Until or unless you notify County of Santa Cruz as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Santa Cruz during the course of your relationship with County of Santa Cruz.

State of California
BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY

California
Interagency Council
on Homelessness

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

Notice of Funding Availability (NOFA)

December 1, 2022

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California Interagency Council on Homelessness (Cal ICH)

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

Notice of Funding Availability (NOFA)

I. GRANT OVERVIEW

A. ERF-2-R Objective

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

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

B. Authority

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

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

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

C. Background

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

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

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

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

D. Eligible Applicants

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

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

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

E. Eligible Population to Serve

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

F. Rounds of Funding

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

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

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

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

G. Available Funds

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

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

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

H. Key Dates

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

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

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

Diagram, Application Window and Review									
	2022 DEC	2023 JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG
Application Window 1									
Review of Window 1 Applications									
Application Window 2									
Review of Window 2 Applications									
Application Window 3									
Review of Window 3 Applications									

I. Applicant Conference:

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

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

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

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

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

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

A. Required Application Elements

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

B. Evaluation Criteria

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

C. Prioritized Factors

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

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

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

III. ELIGIBLE USES

A. Eligible Uses

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

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

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

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

B. Budgets

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

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

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

IV. APPLICATION

A. ERF-2-R Application

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

1. Part 1: Administrative Information

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

2. Part 2: Proposal Overview

Requires the applicant to provide information on three main areas:

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

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

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

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

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

3. *Part 3: Implementation*

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

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

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

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

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

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

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

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

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

V. APPLICATION SUBMISSION

A. Submission Portal Requirements

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

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

VI. REVIEW, SCORING, AND AWARD

A. Review

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

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

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

B. Scoring

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

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

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

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

C. Award

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

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

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

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

D. Appeals

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

VII. PERFORMANCE AND REPORTING

A. Performance

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

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

B. Reporting

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

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

SUBMISSION PORTAL OVERVIEW

Is the Application a "Test" Submission?
No, this is my official Submission.

Part 1: ADMINISTRATIVE INFORMATION

Application Window

This application is being submitted in the following application window:
Window #1, 12/1/2022 - 2/28/2023

Eligible Applicant

Select the eligible applicant's jurisdiction type.
County

What is the name of the city or county?
Monterey

Implementing Organization

Implementing Organization
County of Monterey

Specific Unit or Office Within the Implementing Organization
County Administrative Office, Intergovernmental & Legislative Affairs Division

Implementing Organization's Address
168 West Alisal, 3rd Floor

City	Zip Code	County
Salinas	93901	Monterey

Implementing Organization's Tax ID Number
94-6000524

Project Director

Name
Roxanne Wilson

Title
Homeless Services Director

Phone	Email
(831) 755-5445	wilsonr@co.monterey.ca.us

Grant Administrator

Name
Roxanne Wilson

Title
Homeless Services Director

Phone	Email

(831) 238-3322 wilsonr@co.monterey.ca.us

Contact Person for Application

Name
Roxanne Wilson

Title
Homeless Services Director

Phone
(831) 238-3322

Email
wilsonr@co.monterey.ca.us

Authorized Representative

Name
Nick Chiulos

Title
Assistant County Administrative Officer

⚠This Application uses character limits ⚠

Reaching these limits is not required. Competitive responses may fall well short of these limits.

Part 2: PROPOSAL OVERVIEW

People Served

Number of people currently residing in prioritized encampment site
60

Of people currently residing in prioritized encampment site, how many will be served by this proposal?
60

Given the potential for inflow of people into the prioritized encampment site, how many people are projected to be served across the entire grant period?
70

Of people projected to be served across the entire grant period, number of people projected to transition into interim shelters
60

Of people projected to be served across the entire grant period, number of people projected to transition into permanent housing
42

Is the prioritized encampment site part of a larger encampment area?
Yes

Approximately how many people are residing in the entire larger encampment area, including the prioritized site?
100

Briefly describe the prioritized site in relation to the larger encampment area. (1000 character limit)
The entire encampment site spans approximately 7 river miles. The area of focus for this proposal is between river mile markers 2 through 5.5.

Encampment Information

1. Briefly describe the characteristics of the people residing within the prioritized encampment site. The description must include demographics and may include household compositions, disabilities, and projected service and housing needs. (1500 character limit)
The prioritized encampment sites are located along the Pajaro River and Lower Salsipuedes Creek near the City of Watsonville (Santa Cruz County) and unincorporated town of Pajaro (Monterey County). A multi-jurisdictional collaborative that includes both Santa Cruz and Monterey counties, the City of Watsonville and the Pajaro Regional Flood Management Agency (PRFMA) has identified this encampment to be prioritized for funding through ERF-2R.
Cal State University Monterey Bay (CSUMB) Center for Community Health Engagement (CHE) has been providing outreach and mobile case management to the Pajaro River occupants no less than once a week for over a year. Based on their interactions with the individuals in the encampment, the CHE team estimates that there are about 60 people on the site. In general, the occupants of the encampment are chronically homeless, unaccompanied adults who work in the surrounding agricultural fields. They are primarily Spanish speaking and about 50% are believed to be undocumented. The majority are men. Ages range mostly from 30 to 60. There is a subgroup of individuals who suffer from one or more co-occurring health and behavioral health issues. Some occupants have disclosed that they have criminal backgrounds and other barriers to housing, and that they need assistance with securing housing. Occupants have also shared their need for immigration and citizenship services, pet care, transportation, legal assistance, and employment and educational services.

2. Briefly describe physical characteristics of the prioritized encampment site in which the people you are proposing to serve are residing. The description must include the specific location, physical size of the area, the types of structures people are residing in at the site, whether vehicles are present, and any other relevant or notable physical characteristics of the site. (1000 character limit)
The site is located along the Pajaro River and Lower Salsipuedes Creek near the City of Watsonville (Santa Cruz County) and unincorporated town of Pajaro (Monterey County). The approximate location is latitude 36.907229, longitude -121.748089. The total area covers roughly 100 acres along 3.5 miles of stream length. The area is composed primarily of ecologically sensitive wooded, riparian habitat. The area is contained within the Pajaro River and Salsipuedes Creek flood control system, which is under management of the Pajaro Regional Flood Management Agency (PRFMA). The flood control system consists of earthen levee embankments. Structures within this community range from simple tents to larger assemblies constructed from pallets, tarps, vegetation and other debris. These structures have been dug into channel and levee banks which destabilizes the soil and increases the chance of erosion and bank failure. Vehicles are often found parked in unauthorized areas if the river.

3. Why is this particular encampment site being prioritized? (1000 character limit)
This encampment is being prioritized due to the vulnerability of the residents. Many have significant health and behavioral health challenges and their status as immigrants makes it challenging for them to access housing and services. The area surrounding the encampment is a “service desert” with minimal community-based supports available. The encampment sits in a flood plain, putting residents in danger during rainy periods such as the recent atmospheric river events.
Another reason for prioritizing this site is that the land it occupies is slated for a major levee construction project that will require the current residents to move. The levees have broken multiple times, causing nearly $100M in damages and loss of lives. The US Army Corps of Engineers and the State have agreed to jointly invest $400M to expand and repair the levee in upcoming years. This work will be overseen by the Pajaro Regional Flood Management Agency (PRFMA), one of the collaborative partners in this project.

Attachment: Map
Map.pdf

4. Is the prioritized site on a state right-of-way?
No

Proposal's Outcomes

5. What are the outcomes this proposal seeks to accomplish by the grant close (6/30/2026)? If funded, what are the primary activities you are planning to implement to achieve the proposal's outcomes? (1000 character limit)
1. Outcome: 100% of the current encampment residents will engage with outreach. Activity: Trauma-informed outreach services provided by CHE.
2. Outcome: 85% of individuals will enter interim housing. Activity: Create new interim housing project (Recurso de Fuerza); offer placement in other interim housing in Monterey and Santa Cruz Counties.
3. Outcome: 60% of individuals served by Recurso de Fuerza and other IH options will secure permanent housing in a median time frame of 180 days. Activity: Provide flexible rapid rehousing funds, problem solving services, placement in housing through CE, housing focused case management in interim housing.
4. Outcome: 25% of participants at Recurso de Fuerza will increase income. Activity: employment assistance and case management by HomeFirst, referral to project partners
5. Outcome: 90% or greater of participants at Recurso de Fuerza will be satisfied with the program. Activity: measured via satisfaction surveys administered twice per year.

6. How will the applicant measure progress towards the proposal's outcomes? (1000 character limit)
Housing and service outcomes will be tracked using HMIS data. Clients will be entered into the Santa Cruz County HMIS system. Monterey County will receive a user license and will also receive data exports from Santa Cruz County for purposes of grant tracking and ERF program reporting. APR and CAPER reports will allow for understanding the longitudinal achievements of a person as they progress in a program and the combination of services that ultimately led to their housing outcomes. All partners will enter into a data-sharing agreement and will customize existing HMIS and Coordinated Entry release of information forms to create a fluid space for case-conferencing. Bi-weekly case-conferencing with service providers, administrators and outreach workers will promote accountability, transparency, and data quality.

7. Are there any local ordinances, resources, or other factors that may hinder achieving the proposal's outcomes? If so, how will the applicant navigate these challenges? (1000 character limit)
There are no local ordinances or other jurisdictional factors that would hinder achieving the proposal outcomes. The primary resource challenge will be securing housing for the participants, given the very limited supply of deeply affordable housing that is accessible to the encampment residents, particularly those who are undocumented.

8. Is this proposal a standalone project or part of a larger initiative?
Larger initiative

8. a) How would this larger initiative be categorized?
Part of a larger project for this specific encampment site

Please describe. (1000 character limit)
The Pajaro River Flood Risk Management Project – a $400 million effort to reduce flood risk from the lower Pajaro River and Corralitos and Salsipuedes Creeks -- will provide 100-year flood protection to the City of Watsonville and the town of Pajaro, and a mix of 100-year and 25-year flood protection to the surrounding agricultural areas. The US Army Corps of Engineers and the CA Department of Water Resources will pay 100 percent of all project costs.

Part 3: IMPLEMENTATION

Core Service Delivery and Housing Strategies

9. Describe the proposed outreach and engagement strategy, case management, and / or service coordination for people while they are continuing to reside within the encampment site. Quantify units of service to be delivered including the ratio of staff to people served, frequency of engagement, and length of service periods. (2000 character limit)

CSUMB's Center for Community Health Engagement (CHE) currently provides county-wide outreach, field-based case management, and housing resource navigation services to people experiencing homelessness in Monterey County. The CHE outreach team assigned to northern Monterey County is composed of two outreach workers and one MSW case manager assigned to work on the Pajaro river encampment twice per week. These activities are currently funded with HHAP from both the CoC and County allocations. Should ERF be awarded, this team will pivot to being 50% dedicated to the project and will engage daily and will be leveraged with PLHA from County HCD and HHIP from the Managed Care Plan. This ratio equates to 1:20 and is in alignment with the Monterey County Outreach guidelines and best practices.

CHE outreach workers use person-centered and harm reduction approaches to actively develop a rapport with participants based on respect and trust to engage them in services. They have already identified encampment leaders as points of contact and this ensures there is a robust connection between the team and the encampment. One of the main goals of CHE for this project will be working to connect people from the encampment to the available interim housing options, including the planned Recurso de Fuerza non-congregate, low barrier interim housing project to be funded through this grant.

In addition to CHE, there are other community-based providers delivering services to people living in this encampment. Volunteers from Westview Presbyterian Church provide food to the residents and will continue to do so until everyone has moved from the site. Santa Cruz County outreach providers including an employment and training program known as Watsonville Works, a behavioral health outreach team known as Healing the Streets, and a federally designated Health Care for the Homeless program, known as the Homeless Persons Health Project (HPHP), also outreach to those living there.

10. Describe the role of Coordinated Entry in the context of this proposal and how Coordinated Entry policies or processes will support and / or hinder the implementation of this proposal. (1000 character limit)

Coordinated Entry is one of the tools the CHE outreach workers and interim housing case managers will utilize to connect encampment residents to housing. Participants in the ERF project will be entered into the Santa Cruz or Monterey County CES based on their preferred county of residence and where they have linkages with public benefits such as Medi-Cal. Some participants may be entered into both CES systems if they move between counties. The Medi-Cal managed care plan for the region, the Central California Alliance for Health covers the counties in the region so participants can retain their connection with the same managed care plan even when they change their county of residence. CE systems in both counties generally tend to have large backlogs of people waiting for a housing match and many are not prioritized due to their assessed level of vulnerability. We are projecting only a small number of encampment residents will secure housing through CE.

11. Please describe the interim shelter and permanent housing opportunities proposed to support this proposal and provide evidence of the applicant's demonstrated ability and commitment to deliver permanent housing for people residing in the prioritized encampment. (2000 character limit)

The Collaborative will offer both interim housing and permanent housing opportunities for residents of the encampment with the goal that 85% will secure an interim housing placement and 60% will secure permanent housing.

The area surrounding the encampment lacks easily accessible services and sheltering programs. As part

of this ERF-2 project, the Collaborative partners will stand up a 34-bed non-congregate interim housing program – Recurso de Fuerza. The project will be developed by Dignity Moves using modular units manufactured and designed by BOSS. The program operator will be HomeFirst. The project site is a lot in Watsonville owned by Westview Presbyterian Church, a key project partner that views this project as advancing their social mission. HomeFirst will operate a low-barrier, person-centered and trauma-informed program. Recurso de Fuerza will be the primary interim housing option offered to participants, but they will also be offered placement in other shelters or residential programs in the region if they are seeking another type of environment, such as a recovery residence or domestic violence shelter.
Permanent housing for the encampment residents will be challenging to secure given their high needs and immigration status. The CHE outreach team will provide navigation services to support residents to secure housing directly from the encampment, but most will first enter interim housing as the initial step to permanent housing. HomeFirst's service model will focus on providing support to interim housing residents to secure housing via a variety of pathways. HomeFirst will leverage a flexible pool of rapid rehousing and problem-solving funds to help support rehousing activities. Leveraged housing pathways will also include Project Homekey units that are coming online in Santa Cruz County and housing placements through CE in both counties.

12. Describe how this proposal is tailored to meet the needs and preferences of people residing within the prioritized encampment. (1500 character limit)
CSUMB's Center for Community Health Engagement (CHE) is already conducting and will continue to conduct outreach and engagement with encampment residents. CHE's approach to engagement is to first focus on building trust, which means authentically listening and meeting people where they are. Over the past several months, the CHE team has been consulting with occupants of the Pajaro River encampment to understand what they need and want as the next step in their lives. CHE interviewed over 40 residents and virtually all of them indicated they would prefer to move to interim housing, provided it is non-congregate, low-barrier and allows them to bring their partners, pets and belongings. The proposed project will meet this need through the Recurso de Fuerza interim housing project, as well as by offering other interim housing opportunities. Employment services, transportation, veterinary services, immigration services, health (SUD/physical/mental) and legal services were also listed as high priorities. Connections to these services will be offered by CHE and by HomeFirst at Recurso de Fuerza.
Throughout the project, participants will be afforded many opportunities to voice their concerns and make recommendations for improvement. HomeFirst offers frequent opportunities for feedback to further engender greater engagement with the Interim Housing program. Participants can offer input through case management sessions, satisfaction surveys, and exit interviews.

Table 1: Projected Living Situations Immediately Following the Encampment

Briefly Describe Each Projected Living Situation Immediately Following the Encampment	Is This Permanent Housing?	Quantify The Capacity (e.g., number of beds/units, frequency of bed/unit availability)	Prioritized or Set-Aside for ERF-2-R?	Is this living situation funded by ERF-2-R and / or Leveraged Funds?	% of Served Persons Projected to Fall Within This Living Situation
Recurso de Fuerza (operated by Home First)	No	35 bed capacity; serving 55 people over course of project	Set-Aside	ERF-2-R	79

Community based IH beds	No	5	Neither	Leveraged	7
Housing in community using rapid rehousing or problem solving funds, directly from encampment	Yes	3	Set-Aside	Leveraged	4
Unsheltered locations	No	7	Neither	Leveraged	10

Table 2: Projected Housing and Service Pathways to Permanent Housing

Describe Projected Housing and Service Pathway to Permanent Housing	Quantify the Capacity of the Housing and Service Pathway	Is this Housing and Service Pathway Funded by ERF-2-R and / or Leveraged Funds?
Rapid Rehousing flexible funds (participants can access while unsheltered or once they move to interim housing)	20	Leveraged
Problem solving, light touch support (e.g., to move in with family friends). Resources can be accesses while unsheltered or once they move to interim housing.	5	Leveraged
Community-based placements (using CE from either of the two counties, other pathways identified by HomeFirst as part of housing services for interim housing participants)	15	Leveraged
Self-resolution (participants identify their own housing solution)	2	Leveraged

Table 3: Strategies to Mitigate Displacement

Strategy	Is this Strategy Funded by ERF-2-R and / or Leveraged Funds?
The primary strategy will be to conduct trauma-informed engagement (by CHE) to encourage participants to move from the encampment to interim housing or directly to permanent housing. Housing.	Leveraged
Incentives – HomeFirst will have a budget to offer unsheltered individuals living in the encampment an incentive of $200 to try out the Recurso de Fuerza non-congregate shelter	ERF-2-R

Table 4: Strategies to Mitigate Returns to Unsheltered Homelessness

Strategy	Is this Strategy Funded by ERF-2-R and / or Leveraged Funds?
HomeFirst will provide trauma-informed, person centered services in a welcoming environment at the Recurso de Fuerza IH program with the goal that participants are able to exit to permanent housing or other indoor location and remain housed	ERF-2-R
Central California Alliance for Health will provide CalAIM enhanced care management and housing supports referrals to help participants secure and sustain housing	Leveraged
Several partners (HomeFirst, CAB, CHE) will provide services to support participants to maintain or increased their income and benefits	Both

13. Describe how this proposal considers and plans for the dynamic nature of encampments including potential inflow of people into the geographically served areas. (1000 character limit)
The Pajaro River encampment site has been occupied by unsheltered individuals for many years and exemplifies the dynamic nature of encampments. The site has been cleared by law enforcement numerous times, often as a safety measure in response to expected flooding, such as during the January 2023 storm event. However, residents typically return to the site within a few weeks after it is cleared. This proposal intends to serve all the current residents and has set a goal that 85% will move to interim housing. Due to the levee improvement project that will be starting in 2025, the site will be secured and people will not be able to come back. However, if there are new people who arrive at the site or people who decline interim housing, the project will continue to work with them and will offer them services, shelter, and housing. The CHE outreach team will also engage with Pajaro River encampment residents who have chosen to move to another location and encourage them to enter shelter.

14. Describe how this proposal will support individuals with continued access to and / or the storage of their personal property. (1000 character limit)
The project and all the partners will embrace Housing First principles, including allowing people to bring their partners, pets, and possessions when they move to interim housing. The Recursa de Fuerza project operated by HomeFirst will allow people to bring possessions into their units. Storable personal belongings that cannot fit into non-congregate units will be stored in an onsite storage container where individuals will have access to their belongings throughout the duration of the project. Case managers will work with individuals to assess needs, wants and discardable items after trust and rapport are established. Whenever possible, case managers will work with individuals to replace broken but important items, like medical equipment or clothing. Most of the other interim housing options that will be offered to encampment residents have capacity for storage of belongings.

15. Describe how this proposal will support individuals with service animals and/or pets. (1000 character limit)
Pets are often the only reliable and loyal living thing to a person experiencing homelessness; therefore, they too will be provided support throughout the duration of the project. Many of the current encampment residents have dogs and cats, and some have chickens. The Recurso de Fuerza interim housing program will allow people to bring their pets into their individual units. There will also be a kennel facility on site for larger animals and space for residents to keep chicken coops. All residents of the encampment will be offered pet food, litter, vaccinations, flea remediation, spaying/neutering, and chicken coops through the

SPCA and other community partners. Qualified individuals will be connected to a health provider who can provide reasonable accommodation and emotional support letters when needed and appropriate.

Budget and Resource Plan

16. State the total amount of ERF-2-R funds requested.
$7,986,354.26

17. State the estimated dollar value of secured, non-ERF-2-R resources that will help meet this proposal's outcomes.
$1,265,335.00

18. Identify and describe these non-ERF-2-R resources. (1000 character limit)
- CHE outreach team – Monterey County PLHA, Monterey County HHIP
- HomeFirst – case management, housing specialist, clinician, shift supervisor, maintenance tech lead, janitorial services, operations, and program administration staff – in kind contribution
- HomeFirst – rapid rehousing and problem-solving fund – Santa Cruz County HHAP R3 & R4, Santa Cruz County PLHA
- Santa Cruz Housing for Health Partnership – HMIS licenses – in kind contribution

19. Describe how the proposal is a prudent and effective use of requested funding relative to the number of people it seeks to serve and the types of services and housing to be provided in the proposal. Include an explanation of how the requested ERF-2-R amount was determined. (1000 character limit)
The total ERF request is $7,986,354, which translates to$114,090 per person from the encampment served. However, the collaborative partners view this project as an investment in infrastructure to reduce homelessness in Santa Cruz and Monterey Counties over the long term. Once the term of the ERF-2 grant ends, Santa Cruz County intends to prioritize available funding resources to continue operating the Recurso de Fuerza interim housing site so that it can be a continuing resource for unsheltered people throughout southern Santa Cruz County. Santa Cruz County intends to partner with the Managed Care Plan to transition the interim housing to include recuperative care and short-term post hospitalization housing capacity. Resolving this encampment will also ensure that the $400 million levee repair project overseen by the Pajaro Regional Flood Management Agency (PRFMA) can proceed without displacing people to other unsheltered locations.

Attachment: Standardized Budget
ERF-2-R, Budget Template_Monterey County FINAL.xlsx

Key Entities and Staff

20. First, describe the implementing organization and specific unit or office within the implementing organization that would administer ERF-2-R. Then, describe their role and primary responsibilities for this proposal. Finally, if these entities have managed a complex homelessness

project or grant, describe how those experiences informed this proposal. (1500 character limit)
The implementing organization for this grant is the Monterey County Homeless Services Unit, within the County Administrative Office, Office of Legislative and Intergovernmental Affairs. This is a relatively new unit created in 2022 to coordinate work to reduce homelessness that is spread across several departments, including Social Services, Health, and Housing and Community Development. All of these Departments have experience managing complex homelessness projects including Project Roomkey, SHARE Center (Navigation Center), HDAP, Family Stabilization Program, and the Housing Support Program. For this ERF project, Monterey County's role will be to receive and administer the funding from CA-ICH, prepare required reports, and serve as the overall coordinator of the work of the different partners. Due to their ability to be nimbler and more flexible in contracting, Monterey County will pass through the funding to the Coalition of Homeless Services Providers (CHSP), the CoC lead agency, to enter into and manage contracts with the project partners. This will ensure the funds are disbursed and the activities implemented as quickly as possible.

Table 5: Key Staff

Title	Currently Filled Position?	FTE of Staffing for This Proposal	Funded by ERF-2-R and / or Leveraged Funds?	Brief Description of Duties
Homeless Services Director	Yes	.10	Leveraged	Grant oversight, reporting, contracting, billing, etc.
Outreach Worker	Yes	1	Leveraged	Outreach and engagement, mobile case management
Outreach Coordinator	Yes	.5	Leveraged	Lead Outreach Worker, mobile case management
Director of Interim Housing	Yes	.10	ERF	IH Contract Oversight
Case Manager	No	2	ERF	Coordinate the integration of social services through case management with external service organizations. Promote effective and efficient utilization of local housing, legal, mental health and other agencies to assist the resident to remove barriers
Resident Advocate	No	9	ERF	provide a high level of customer service to our residents at all times and executes operational tasks while on site
Housing Specialist	No	1	ERF	Housing Navigation, Landlord Engagement
Program Manager	No	1	ERF	Manages and directs day-to-day operations of IH program

Clinician	Yes	.10	ERF	Provides clinical counseling to clients electing services
Manager of Outreach	Yes	.25	ERF	Strategizes with and trains outreach professionals

21. First, describe key partners that will collectively pursue the proposal's outcomes. Then, describe their role and primary responsibilities for this proposal. Finally, if these entities have managed a complex homelessness project or grant, describe how those experiences informed this proposal. (1500 character limit)

- County of Monterey – see above.
- County of Santa Cruz, Housing for Health (H4H) Division (also serves as the CoC CA-508) - leveraged services, interim and permanent housing, CE and HMIS. Experience managing CoC, HHAP and Homekey projects among others.
- Coalition of Homeless Services Providers (CoC lead for Monterey/San Benito Counties) - manage ERF funds passed through from Monterey County for contracts with provider partners; managing HMIS and CE systems.
- City of Watsonville - supporting the overall project and assisting with the development of Recurso de Fuerza (land use approvals, etc.).
- Pajaro Region Flood Management Agency (PRFMA) -- overseeing the rebuilding of the levee where the encampment is located.
- CSUMB Community Health Engagement (CHE) – lead entity providing outreach to encampment residents; more than three-years' experience as county-wide outreach provider.
- Dignity Moves –developer of the Recurso de Fuerza modular interim housing project; prior experience with IH project development.
- HomeFirst –service provider operating the Recurso de Fuerza IH project. Providing shelter, housing and services to homeless individuals and families since 1980.
- Westview Presbyterian Church – owns the land on which Recurso de Fuerza will be developed and will provide food, outreach and support to encampment residents.
- Central California Alliance for Health – managed care plan, CalAIM
- Community Action Board – immigration services and rehousing fund management

22. Describe specific examples of how Local Jurisdiction(s) and the CoC have collaborated on the design and implementation of this proposal. (1000 character limit)

Due to the complex needs of the occupants and overlapped jurisdictional boundaries in which the encampment exists, the County of Monterey engaged with the County of Santa Cruz and its CoC, the City of Watsonville, the Coalition of Homeless Services Providers (Monterey County CoC) and the Pajaro Regional Flood Management Agency (PRFMA) to create a highly collaborative partnership, aka "The Collaborative". The Collaborative has held regular coordination meetings with outreach teams and other direct service providers to get insight on the diverse needs of the population intended to be served by this grant. These high-level meetings provided the space and opportunity to foresee and overcome complications that may arise as the ERF project application develops. To develop this application, the Collaborative has been holding bi-weekly strategy meetings/brainstorming sessions since August 2022. Each of the jurisdictional partners has provided a letter of support for this application.

Optional Upload: Evidence of Cross-Jurisdictional Collaboration

ERF-2 Letter of Support Santa Cruz County February 2023.pdf

PRFMA ERF Letter of Support.pdf

Other Partners.pdf

23. Identify any entities that have a right to and/or control of the property upon which the encampment site resides and discuss whether each of these entities committed allowing the

implementation of this proposal. If they have not committed, please explain how you have or plan to engage with this entity to implement your proposal. (1000 character limit)
Existing encampments within the Pajaro River corridor are positioned on both public and private lands. Regardless of land ownership, existing levee maintaining agencies (Santa Cruz County Flood Control and Water Conservation District – Zone 7 ("Zone 7") and Monterey County Water Resources Agency ("MCWRA") hold maintenance easements and other rights, and in some cases fee title ownership, that allow these entities to maintain the Pajaro River levee system and the river channel. Beginning in 2023, the Pajaro Regional Flood Management Agency ("PRFMA") will secure these rights and assume full responsibility for levee and river channel maintenance. PRFMA, and by extension the existing levee and river maintaining agencies (Zone 7 and MCWRA) are in full commitment to allow implementation of the proposal in this application which will support the current encampment residents to relocate to locations outside of the river and levee corridor, ideally in interim and/or permanent housing.

Centering People

24. How were persons with lived experience meaningfully incorporated into the planning and proposed implementation of this proposal? Please identify whether any perspectives were incorporated from persons that are currently unsheltered and / or formerly or currently residing within the prioritized encampment. (1000 character limit)
The Monterey and San Benito County CoC has adopted a Five-Year Plan that was developed with strong input and involvement from people with lived experience of homelessness. One of the primary goals of the Plan is to "Expand Service-Oriented Responses to Unsheltered Homelessness" by providing services and supports to encampments, building collaborative relationships with people living in encampments, providing safe temporary housing, and connecting people to permanent housing.
The CHE outreach team and members of Westview Presbyterian have provided services and consulted with more than 40 occupants of the Pajaro River encampment to understand their needs and desires. The residents indicated they would prefer to move to interim housing, provided it is non-congregate and low barrier. The proposed project will meet this need through the new interim housing project – Recurso de Fuerza - to be funded through this grant. Encampment residents proposed this name for the project.

25. Briefly describe how the proposal exemplifies Housing First approaches as defined in Welfare and Institutions Code section 8255. (1000 character limit)
Monterey County and the CoC embrace Housing First principles and require contracting agencies to align their policies and procedures to Housing First requirements as set forth by the State of CA and best practices in the field. CHE will provide trauma informed outreach and engagement services to build rapport with encampment residents and address basic needs first to steward participants away from "survivor-mode" and into a place where they feel safe and stable enough to voluntarily participate in supportive services and begin the journey towards housing. HomeFirst will operate the low-barrier, non-congregate interim housing program – Recurso de Fuerza. This program will not impose sobriety requirements, requirements to participate in services or other barriers; allow participants to bring pets, possessions and partners; and employ staff with expertise in housing search and navigation. The project budget includes flexible funds for rapid rehousing and housing problem solving.

26. Briefly describe how this proposal will center an individual's choice and provide trauma informed services and supports. (1000 character limit)
The primary provider partners that will be providing services to the occupants of the Pajaro River encampment, CHE (outreach) and HomeFirst (interim housing) are well-versed in trauma-informed services and integrate this approach into their work with people experiencing homelessness. CHE outreach adopts an engagement philosophy that recognizes the impact of trauma – they seek to help people access whatever resources they first need in the moment (which could be as simple as a bottle of water) to help build trust that can lead to engaging on more challenging issues such as accessing shelter or housing. HomeFirst practices a Trauma Informed model of care that fosters supportive engagement with program participants including those in the pre-contemplative and contemplative stages of change, and in

turn contributes to increased participant involvement in goal setting, the development of their individual Housing Action Plan, and the steps necessary to execute that plan.

27. Describe how this proposal will operationalize harm reduction and provide services that improve a person's health, dignity, and safety while they continue to reside within the prioritized encampment site. (1000 character limit)
Monterey County and the CoC embrace harm reduction principles and expect contracting agencies to implement harm reduction approaches to the maximum extent possible. CHE offers intensive, trauma informed outreach and engagement services and provides connections to a range of treatment options that include MAT and other non-abstinence focused approaches. The Recurso de Fuerza interim housing program operated by HomeFirst will not impose any sobriety requirements as a condition of access to the shelter or continuing participation. Shelter rules will focus on ensuring the safety of participants and not behavior modification or mandatory service participation. Both providers will connect participants to health and behavioral health services, as well as the Central California Alliance for Health – the regional Medi-Cal health plan and payor for CalAIM.

28. For encamped locations that are objectively dangerous, describe how the proposal will seek to prevent harm for people experiencing unsheltered homelessness in these locations. (1000 character limit)
The primary safety issue at the Pajaro River encampment is the danger of flooding. The site sits in a flood plain protected by an inadequate levee that is slated to be improved by the Pajaro Regional Flood Management Agency with federal and State funding. This proposal seeks to prevent harm by ensuring that the residents can move to an interim housing situation that meets their needs and preferences, and from there to housing. Once construction begins on the levee project, it will not be safe for people to return, so the site will be secured while under construction to prevent people from attempting to camp in a construction zone.

29. Identify what controls are or will be in place to ensure that all ERF-2-R funded parties will not penalize homelessness. The term "penalize homelessness" means to impose, by a governmental unit, criminal or civil penalties on persons who are homeless in a manner that is related to those persons' engagement in necessary human activities, including sleeping, resting, and eating. (1000 character limit)
Currently there are no policies in place to penalize or criminalize the people living at the Pajaro River encampment. Law enforcement has required residents to evacuate during flooding events for their own safety. Occasional clean-ups are mandated to address environmental impacts of people camping in the levee area. Once the ERF project launches, the CHE outreach team will work with everyone to identify a pathway to interim housing, directly to permanent housing, or other options such as in-patient treatment. No one will be allowed to remain on the site once construction on the levee project begins in 2025. If anyone refuses to leave, CHE will continue with daily, continual engagement. As a last result, the Monterey County Sherriff will be called in to tell people they must move.

30. Describe how this proposal considers sanitation services for people residing in the prioritized encampment. This may include but is not limited to non-intrusive, curb-side waste removal and access to clean and available bathrooms. (1000 character limit)
The Pajaro Regional Flood Management Agency limits what sanitation services can be provided in the environmentally sensitive levee area where the encampment is located. As the ERF project launches, Monterey County will work with PRFMA to begin providing waste removal services to engage the residents and begin preparing them to move.

Accelerated Timeline

31. How is your community currently supporting and / or engaging with people residing within the prioritized encampment? (1000 character limit)

CSUMB's Center for Community Health Engagement (CHE) currently provides outreach and engagement to the residents of the Pajaro River encampment. They are using person-centered and harm reduction approaches to actively develop rapport with current residents based on respect and trust. They help meet residents' immediate needs for food, clothing, IDs and other practical items. They also assess each individual and work to connect them to services and resources they need or are eligible for. They are working to identify interim and permanent housing options for any interested resident. There are also a few Watsonville-based CBOs delivering services to this encampment, including the Community Action Board, Healing the Streets and Watsonville Works. Westview Presbyterian volunteers have been serving breakfast at the levee 5/days week for the past 5 years, building relationships and earning trust. They will continue to do so until everyone has moved from the site.

32. If this proposal is selected, in advance of receiving funding, what steps will your community take to support the people living in the encampment and swift implementation of this proposal? (1000 character limit)
If this proposal is selected for funding, the CHE team will continue their outreach efforts and will begin advising the residents of the many services that will become available through this project, and particularly the new non-congregate shelter. They will also begin to inform residents of the imminent start of the levee construction project and the need for them to identify alternative places to stay. Any resident who wishes to move to the Recurso de Fuerza will be placed on a list to move there once it opens, which is expected to be within six months of the grant award date. Residents who wish to explore other options for interim or permanent housing can do so immediately with support from CHE.

Table 6: Projected Milestones

Outreach to the people residing in the prioritized encampment site began / will begin in month ____.	This proposal will reach full operating capacity in month _____.	The first planned exit of a person or household from the prioritized encampment will occur in month_____.	The last planned exit of a person or household from the prioritized encampment will occur in month _____.
1	9	1	24

Attachment: Standardized Timeline
Monterey County ERF Timeline Draft 02_23_2023.xlsx

Applicants must use the ERF-2-R Timeline Template available on box.com

CERTIFICATION

Before certifying, applicants are strongly encouraged to review the NOFA.

I certify that all information included in this Application is true and accurate to the best of my knowledge.

Name
Roxanne Wilson

Title
Monterey County Homeless Services Director

Email
wilsonr@co.monterey.ca.us

POTENTIAL RENAMING OF LOW BARRIER NAVIGATION CENTER IN WATSONVILLE

RESPONSE TO BOARD REFERRAL NO. 2024.13



Presented by
Debbie Paolinelli
Assistant County Administrative Officer
County of Monterey

HISTORY

- **August 2022** – County of Monterey (County) staff met with Santa Cruz County's (SCC) staff to discuss a potential partnership to pursue Encampment Resolution Funding (ERF) to develop a low-barrier navigation center with the intention of serving people living along the Pajaro River.
- **February 2023** – Homeless Services Director requested a County-funded outreach team to work with people living at the encampment to identify a name for the proposed Low-Barrier Navigation Center.
- **February 2023** –Board of Supervisors authorized the County Administrative Office to apply on behalf of both counties.
- **June 2023** - County was awarded $7,986,354 to build a Low-Barrier Navigation Center in Watsonville, CA.
- **February 2024** - County and SCC executed a Memorandum of Understanding that assigned roles and responsibilities of each jurisdiction.
- **July 2025** – The City of Watsonville issued a building permit.



ABOUT THE PROGRAM

The Low-Barrier Navigation Center is being developed at 118 First Street in Watsonville, California.

32 non-congregate sleeping units, eating facility/community area, pet area, showers and restroom units, and outdoor living space.

Will shelter approximately 34 individuals at any point in time.

Onsite services that include wrap-around intensive case management, housing navigation, and medical service linkages.

Community Action Board been identified through coordinated efforts between the partner jurisdiction and the local CoC lead agency.



Encampment Resolution Funding (ERF) program application requires applicants to demonstrate that meaningful input was received by people with lived experience.

Question 24: "How were persons with lived experience meaningfully incorporated into the planning and proposed implementation of this proposal? Please identify whether any perspectives were incorporated from persons who are currently unsheltered and/or formerly or currently residing within the prioritized encampment"

Response: "…The CHE outreach team and members of Westview Presbyterian have provided services and consulted with more than 40 occupants of the Pajaro River encampment to understand their needs and desires. The residents indicated they would prefer to move to interim housing, provided it is non-congregate and low barrier. **The proposed project will meet this need through the new interim housing project – Recurso de Fuerza - to be funded through this grant. Encampment residents proposed this name for the project."**



POTENTIAL IMPACTS

- Confusion Within Community
- Increased Administrative Workload
- State Engagement
- Community Engagement Coordination
- Modification of Agreements
- Funder Coordination



SUGGESTED THROUGH REFERRAL

HOPE Village (Housing, Opportunity, Programs and Employment)
- Benefit(s): Easy to pronounce, empowering, memorable
- Disadvantage(s): The County has invested over $11 million into developing a program called HOPE Housing in the City of Marina. Could add confusion on what program is referenced.

Casitas de Esperanza
- Benefit(s): Inclusive, inspirational, memorable
- Disadvantage(s): The County is a main partner on Casa de Esperanza, also known as the King City Homekey. Could add confusion on what program is referenced.

Dignity Village
- Benefit(s): Easy to pronounce, empowering, memorable
- Disadvantage(s): The development management agency of the site is Dignity Moves; May inadvertently tie the program to this agency.

Aspire Village
- Benefit(s): Easy to pronounce, empowering, memorable
- Disadvantage(s): There is a Health Care Plan that also carries this name; However, it is the Central California Alliance on Health's Managed Care Plan that is the investor.

All of these name changes will change the name from the name selected by the people who will be living at the site.

ALTERNATIVE OPTION FOR CONSIDERATION

Casitas de Fuerza (Translation: Little houses of strength)

- Benefit(s): Inclusive, empowering, aligns with the recommended name offered by those who will benefit from this program.



ALTERNATIVE NAME

IT IS RECOMMENDED THAT THE BOARD OF SUPERVISORS

Consider the following options for renaming Recurso de Fuerza:

1. Retain the name *Recurso de Fuerza*;
2. Rename the program *Casitas de Fuerza*; or
3. Direct staff to rename the project through a public engagement process.



RECOMMENDATIONS

County of Monterey

Board Report

Legistar File Number: OBM 25-167

Item No.40

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

November 04, 2025

Introduced: 9/2/2025
Version: 1

Current Status: Agenda Ready
Matter Type: Other Board Matters

County Administrative Officer Comments

County of Monterey

Board Report

Legistar File Number: OBM 25-168

Item No.41

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

November 04, 2025

Introduced: 9/2/2025
Version: 1

Current Status: Agenda Ready
Matter Type: Other Board Matters

Board Comments

County of Monterey

Board Report

Legistar File Number: 25-675

Item No.

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

November 04, 2025

Introduced: 9/23/2025
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

2025 Board of Supervisors Meeting Schedule

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

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

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

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

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

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

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

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

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

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

Dated: September 27, 2024

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

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

Introduced: 10/8/2025

Current Status: Natividad Medical Center - Consent

Version: 1

Matter Type: BoS Agreement

Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute renewal & amendment No. 2 to the agreement with HPC International, Inc. dba HPC for medical librarian services, extending the agreement an additional 6-month period (July 1, 2025 through December 31, 2025) for a revised full agreement term of May 1, 2022 through December 31, 2025, and adding $31,620 for a revised total agreement amount not to exceed $214,004.

RECOMMENDATION:

It is recommended the Board of Supervisors:

Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute renewal & amendment No. 2 to the agreement with HPC International, Inc. dba HPC for medical librarian services, extending the agreement an additional 6-month period (July 1, 2025 through December 31, 2025) for a revised full agreement term of May 1, 2022 through December 31, 2025, and adding $31,620 for a revised total agreement amount not to exceed $214,004.

SUMMARY:

Natividad Medical Center will receive a comprehensive suite of library support services through HPC. These services are designed to enhance access to medical literature and maintain a current and functional virtual library presence for staff and providers. HPC will provide a range of services including library management, subscription oversight, and budget monitoring to ensure the library remains current and cost-effective. They will maintain and update the virtual library webpage monthly to keep content accurate and relevant. A master's-trained medical librarian will offer on-demand research support, literature searches, article requests, and manage InterLibrary Loan services and general inquiries.

DISCUSSION

The services provided by HPC are highly beneficial to Natividad Medical Center as they ensure consistent access to current medical literature, support informed clinical decision-making, and maintain a well-managed library system. By overseeing subscriptions, developing the collection, and helping manage the library budget, HPC helps maintain a cost-effective and relevant resource for staff. Monthly updates to the online library webpage ensure that content remains accurate and accessible.

Additionally, having a qualified librarian available for research support, article requests, and document delivery enhances staff efficiency and promotes evidence-based care. These services indirectly benefit patients by supporting clinicians with timely access to reliable medical information, which can improve the quality of care. Regarding the renewal and amendment of the expired agreement, the delay in timely amendment was due to internal administrative processing and prioritization of urgent operational needs. Natividad Medical Center has since taken steps to ensure future agreements are reviewed and updated in a timely manner.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel has reviewed and approved this renewal and amendment No. 2 as to form, and the Auditor-Controller has reviewed and approved as to payment provisions. The renewal and amendment No. 2 has also been reviewed and approved by NMC's Finance Committee and by its Board of Trustees on October 3, 2025.

FINANCING:

The cost for this renewal and amendment No. 1 is $31,620 which is included in the FY 2025-26 Adopted Budget. There is no impact on the General Fund with this action.

BOARD OF SUPERVISORS STRATEGIC PALN GOALS SECTION:

The library services provided by HPC support Natividad Medical Center and the Board of Supervisors' commitment to exceptional health programs by ensuring staff have access to current, evidence-based medical information. Monthly updates to the virtual library and on-demand research support enhance clinical knowledge and decision-making, contributing to high-quality care for residents. These services ultimately benefit residents by supporting informed healthcare practices that improve overall health outcomes and quality of life.

_X_ Well-Being and Quality of Life
__ Sustainable Infrastructure for Present and Future
__Safe and Resilient Communities
__Diverse and Thriving Economy
__ Administrative

Prepared by: Craig Walls, Chief Medical Officer, (831)783-2521
Approved by: Charles R. Harris, Chief Executive Officer, 783-2553

Attachment(s):
Board Report
Renewal and Amendment No. 2
Amendment No. 1
Original Agreement

Attachments on file with the Clerk of the Board

Introduced: 10/8/2025
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute renewal & amendment No. 2 to the agreement with HPC International, Inc. dba HPC for medical librarian services, extending the agreement an additional 6-month period (July 1, 2025 through December 31, 2025) for a revised full agreement term of May 1, 2022 through December 31, 2025, and adding $31,620 for a revised total agreement amount not to exceed $214,004.

RECOMMENDATION:

It is recommended the Board of Supervisors:

Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute renewal & amendment No. 2 to the agreement with HPC International, Inc. dba HPC for medical librarian services, extending the agreement an additional 6-month period (July 1, 2025 through December 31, 2025) for a revised full agreement term of May 1, 2022 through December 31, 2025, and adding $31,620 for a revised total agreement amount not to exceed $214,004.

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delivery enhances staff efficiency and promotes evidence-based care. These services indirectly benefit patients by supporting clinicians with timely access to reliable medical information, which can improve the quality of care. Regarding the renewal and amendment of the expired agreement, the delay in timely amendment was due to internal administrative processing and prioritization of urgent operational needs. Natividad Medical Center has since taken steps to ensure future agreements are reviewed and updated in a timely manner.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel has reviewed and approved this renewal and amendment No. 2 as to form, and the Auditor-Controller has reviewed and approved as to payment provisions. The renewal and amendment No. 2 has also been reviewed and approved by NMC's Finance Committee and by its Board of Trustees on October 3, 2025.

FINANCING:

The cost for this renewal and amendment No. 1 is $31,620 which is included in the FY 2025-26 Adopted Budget. There is no impact on the General Fund with this action.

BOARD OF SUPERVISORS STRATEGIC PALN GOALS SECTION:

The library services provided by HPC support Natividad Medical Center and the Board of Supervisors' commitment to exceptional health programs by ensuring staff have access to current, evidence-based medical information. Monthly updates to the virtual library and on-demand research support enhance clinical knowledge and decision-making, contributing to high-quality care for residents. These services ultimately benefit residents by supporting informed healthcare practices that improve overall health outcomes and quality of life.

_X_ Well-Being and Quality of Life
__ Sustainable Infrastructure for Present and Future
__Safe and Resilient Communities
__Diverse and Thriving Economy
__ Administrative

Prepared by: Craig Walls, Chief Medical Officer, (831)783-2521
Approved by: Charles R. Harris, Chief Executive Officer, 783-2553

Attachment(s):
Board Report
Renewal and Amendment No. 2
Amendment No. 1
Original Agreement

Attachments on file with the Clerk of the Board

Docusign Envelope ID: 931A52CA-5124-4781-9F95-5DB55E932E0D

THIS RENEWAL & AMENDMENT TO AGREEMENT NMC-VIZLMS-2022 (the "Amendment") is made and entered effective the _1st_ day of _July_ 2025 ("Effective Date"), by and between **COUNTY OF MONTEREY,** for services at Natividad Medical Center ("Client" or "the County"), and **HPC International, Inc.,** an Illinois MBE corporation with its principal office located at 5261-A Fountain Drive, Crown Point, IN 46307 ("Supplier" or "HPC"). Client and HPC are sometimes referred to herein individually as a "Party" and collectively as "the Parties".

WHEREAS, the Parties entered into the HPC Supplier Master Service Agreement **NMC-VIZLMS-2022** executed and made effective on June 15, 2022 and amended on May 1, 2025 (as may be amended from time-to-time, the "Agreement"); and

WHEREAS, the Agreement expired on June 30, 2025;

WHEREAS, the Parties desire to amend the Agreement pursuant to the terms, conditions and provisions set forth in this Renewal & Amendment and additional funding of $31,620 a revised contract amount of $214,004.62

1. Defined Terms. All capitalized terms used in this Renewal & Amendment shall have the same meanings given such terms in the Agreement, unless otherwise defined in this Renewal & Amendment, and all terms defined in this Renewal & Amendment and not defined in the Agreement are hereby incorporated into the Agreement for all pertinent purposes.

2. The Agreement shall be, and hereby is, retroactively reinstated in its entirety as the Effective Date, and shall be, and shall be considered to have been, at all relevant times as provided herein, in full force and effect as if the same had never expired.

3. **Section 1**. Section 1 to the Agreement is hereby amended and restated to read in its entirety as follows:

"Term. The Agreement had a term of May 1, 2022 to June 30, 2025. After June 30, 2025, the term shall continue on a month-to-month basis as needed for up to six (6) months through December 31, 2025. The County Shall notify HPC in writing at least ninety (90) days in advance to terminate this Agreement."

4. **Exhibit B**. Exhibit B to the Agreement is hereby deleted and replaced in its entirety and attached here to as Exhibit B-2.

5. Client and Supplier each represent and warrant to the other that the person signing this Amendment on its respective behalf has the requisite authority and power to do so, and to thereby bind the Party on whose behalf such person is signing.

6. This Renewal & Amendment may be executed in a number of identical counterparts which, taken together, shall constitute collectively one Agreement.

Docusign Envelope ID: 931A52CA-5124-4781-9F95-5DB55E932E0D

Except as herein expressly modified, all terms and conditions of the original Master Service Agreement shall remain in full force and effect. To the extent of any inconsistency between the terms and conditions of the Agreement and those of this Renewal & Amendment, the terms and conditions of this Renewal & Amendment shall govern.

IN WITNESS WHEREOF, the Parties hereto have hereunto affixed their respective hands and seals the day and year first written below. The Parties acting in good faith are in full and complete agreement on all terms contained within this Amendment and have carefully reviewed each section of the Agreement in its entirety.

NATIVIDAD MEDICAL CENTER	**HPC**
Street Address	**5261-A Fountain Drive**
City, State, Zip Code	**Crown Point, IN 46307**
	(219) 922-4868
By: _____	By: Megan Lippert
Name: _____	Name: Megan Lippert
Title: _____	Title: Executive Vice President
Date: _____	Date: 9/26/2025

Approved as to legal provisions

Signed by:
Stacy Saetta
696D21D44C4341D...
10/8/2025 | 2:37 PM PDT

Chief Deputy

Approved to fiscal provisions

DocuSigned by:
Patricia Ruiz
E79EF64E57454F6...
10/8/2025 | 3:17 PM PDT

Auditor Controller Analyst I

Docusign Envelope ID: 931A52CA-5124-4781-9F95-5DB55E932E0D

EXHIBIT B-2
Library Service Pricing

HPC Service Fees:

- **July 1, 2025 – July 31, 2025: $5,270.00 (due on 7/1/2025)**
- **August 1, 2025 – August 31, 2025: $5,270.00 (due on 8/1/2025)**
- **September 1, 2025 – September 30, 2025: $5,270.00 (due on 9/1/2025)**
- **October 1, 2025 – October 31, 2025: $5,270.00 (due on 10/1/2025)**
- **November 1, 2025 – November 30, 2025: $5,270.00 (due on 11/1/2025)**
- **December 1, 2025 – December 31, 2025: $5,270.00 (due on 12/1/2025)**

Annual Service Fees shall increase annually by 2% in future years of service for the duration of the Term of this Agreement based on the initial scope of responsibilities and amount of HPC support needed and agreed upon by Client and HPC, as described below under HPC Librarian Service Fees Description.

HPC Librarian Service Fees Description:
The annual service fee outlined in our agreement is based on the initial scope of responsibilities agreed upon by Client and HPC and is intended to cover an average of 10-12 hours HPC support each week. The agreement as outlined will cover a yearly max of up to 624 hours of support. HPC anticipates spending 20-25% of these hours on managing the library's subscription collection, annual renewals, and vendor correspondence; 50-60% on on-demand research support and assistance; 5-10% on the virtual library web portal maintenance and periodic updates; and the remaining 10-15% on CME program support. In the event Client requires additional HPC support over and above 624 hours per year, or in the event the scope of HPC's assigned responsibilities grows beyond what was anticipated, Client can, at its option, pre-approve additional support time and HPC will bill client according to the price schedule outlined in Vizient supplier agreement #BP0120 for additional hours of support over the initial 624 hours per year. All other terms and conditions of this Agreement shall be governed by the Vizient (formerly MedAssest) for the use of Librarian Service Agreement (LB0761).

Client's Billing Preference: All service fees covering May 1, 2022 through June 30, 2025 have been paid in full by Client to HPC. Monthly installment billing of the Annual Service Fees starting July 1, 2025 through December 31, 2025 shall be due on the 1st of each month.

Docusign Envelope ID: A419779E-C32F-4945-BA69-F32C88AEE550

THIS AMENDMENT TO AGREEMENT NMC-VIZLMS-2022 (the "Amendment") is made and entered effective the **_1st___ day of _____May_____ 2025** ("Effective Date"), by and between **NATIVIDAD MEDICAL CENTER** ("Client"), and **HPC International, Inc.,** an Illinois corporation with its principal office located at 5261-A Fountain Drive, Crown Point, IN 46307 ("Supplier" or "HPC"). Client and HPC are sometimes referred to herein individually as a "Party" and collectively as "the Parties".

WHEREAS, the Parties entered into the HPC Supplier Master Service Agreement **NMC-VIZLMS-2022** executed and made effective on June 15, 2022 (as may be amended from time-to-time, the "Agreement"); and

WHEREAS, the Parties desire to amend the Agreement pursuant to the terms, conditions and provisions set forth in this Amendment.

Defined Terms. All capitalized terms used in this Amendment shall have the same meanings given such terms in the Agreement, unless otherwise defined in this Amendment, and all terms defined in this Amendment and not defined in the Agreement are hereby incorporated into the Agreement for all pertinent purposes.

Client and Supplier each represent and warrant to the other that the person signing this Amendment on its respective behalf has the requisite authority and power to do so, and to thereby bind the Party on whose behalf such person is signing.

This Amendment may be executed in a number of identical counterparts which, taken together, shall constitute collectively one Agreement.

Except as herein expressly modified, all terms and conditions of the original Master Service Agreement shall remain in full force and effect. To the extent of any inconsistency between the terms and conditions of the Agreement and those of this Amendment, the terms and conditions of this Amendment shall govern.

1. This Agreement and the Initial Term of this Agreement as described in Section 1. (A) is hereby extended, with a new expiration date of **June 30, 2025**.

2. Exhibit B (Exhibit B-1) will hereby be updated with the added cost of the dates not covered under the Agreement. The added service fee costs associated with this amendment total **$2,384.62**, as described below in Exhibit B.

Docusign Envelope ID: A419779E-C32F-4945-BA69-F32C88AEE550

IN WITNESS WHEREOF, the Parties hereto have hereunto affixed their respective hands and seals the day and year first above written. The Parties acting in good faith are in full and complete agreement on all terms contained within this Amendment and have carefully reviewed each section of the Agreement in its entirety.

County of Monterey on behalf of Natividad Medical Center

1441 Constitution Blvd.

Salinas, CA 93906

(831) 755-4111

Docusigned by:

By: Jason Garcia
AB27412ECF834CA...

Name: Jason Garcia

Title: NMC Contracts Manager

Date: 3/14/2025 | 10:40 AM PDT

HPC INTERNATIONAL, INC.

5261-A Fountain Drive

Crown Point, IN 46307

(219) 922-4868

By: Megan Lippert

Name: Megan Lippert

Title: Executive Vice President

Date: 3/6/2025

APPROVED AS TO LEGAL PROVISIONS

Signed by:

By: Stacy Saetta
696D21D44C4341D...

Monterey County Deputy County Counsel

Date: 3/13/2025 | 11:14 AM PDT

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by:

By: Patricia Ruiz
E79EF64E57454F6...

Monterey County Deputy Auditor/Controller

Date: 3/14/2025 | 8:16 AM PDT

Docusign Envelope ID: A419779E-C32F-4945-BA69-F32C88AEE550

EXHIBIT B
Library Service Pricing

HPC Annual Service Fees:
$ 2,416.67 - (June 16, 2022 – June 30, 2022) **- Paid**
$58,000.00 - (July 1, 2022 – June 30, 2023**) - Paid**
$60,000.00 - (July 1, 2023 – June 30, 2024) **- Paid**
$59,583.33 - (July 1, 2024 – June 15, 2025) – **Paid**
$ 2,384.62 (June 16, 2025 – June 30, 2025) – **Due upon execution of this amendment**

INTERNATIONAL, INC.

MASTER SERVICE AGREEMENT (MSA)

THIS AGREEMENT (the "Agreement") is made and entered effective the 1st day of May 2022 ("Effective Date"), by and between **Natividad Medical Center** ("Client" or "Member"), and HPC International, Inc. (dba **HPC),** an Illinois company ("HPC" or "Supplier"). Client and HPC are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

WHEREAS, Client and HPC are entering into this certain Supplier Agreement which is further identified as supplier contract number NMC-VIZLMS-2022 (as may be amended from time-to-time, the "Agreement"); and Vizient Contract BP0120.

WHEREAS, the Parties create this Agreement pursuant to the terms, covenants and conditions set forth herein as it pertains to the specific products and services (the "Products & Services") which are further described in Exhibit A.

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter expressed, the Parties agree as follows:

1. Term and Termination.

   A. Term. This Agreement shall have an initial term of three (3) years beginning on May 1, 2022. Parties may extend via future Amendments.

   B. Without Cause Termination. Either Party may terminate this Agreement at any time, with or without cause, by delivering not less than ninety (90) days' prior written notice thereof to the other Party.

2. Payment Terms. Payment terms are Net-30 from when County of Monterey Auditors Office receives the invoice. Payments may be made by check or ACH. HPC shall provide banking information to Client for making ACH payments, upon request.

3. Non-Payment or Insolvency of a Customer. In the event that a Customer fails to pay Supplier for Products, becomes bankrupt or insolvent, makes an assignment for the benefit of creditors or goes into liquidation, or if proceedings are initiated for the purpose of having a receiving order or winding up order made against a Customer, or if a Customer applies to the courts for protection from its creditors, then this Agreement shall not terminate, but HPC shall have the right to discontinue the sale of Products and Services to that Customer.

5. Miscellaneous.

   A. Deliverables vary by service, as described in detail in Exhibit A (***MyHPC***Librarian™)

   B. Client and HPC each represent and warrant to the other that the person signing this Agreement on its respective behalf has the requisite authority and power to do so, and to thereby bind the Party on whose behalf such person is signing.

   C. This Agreement may be executed in a number of identical counterparts which, taken together, shall constitute collectively one Agreement.

   D. Any changes to this Agreement, the Exhibits and/or the Attachments must be made in writing after mutual agreement of the Parties.

E. A waiver of any breech of this Agreement of any of the terms or conditions by either party thereto shall not be deemed a waiver of any repetition of such breech or in any wise affect any other terms or conditions hereof; no waiver shall be valid or binding unless in writing and signed by all parties.

F. Additional Attachments below:
   i. Exhibit A – Service Description ***MyHPC*Librarian™**
   ii. Exhibit B – Library Service Pricing

6. Independent Contractors. For the purposes of this Agreement, the parties are acting as independent contractors. Nothing contained in this Agreement shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship. Neither party has any authority to act as agent for, or on behalf of, the other party, or to represent or bind the other party, in any manner without its prior written consent. Client shall not be entitled to worker's compensation, retirement, insurance or other benefits afforded to employees of HPC, and likewise HPC shall not be entitled to worker's compensation, retirement, insurance or other benefits afforded to employees of Client.

7. No Hire Agreement. During the Term of this Agreement including any extensions thereof and for a period of one year thereafter, neither party shall knowingly recruit, solicit, or hire any of the other party's employees who have been assigned to this project in any capacity, whether directly or indirectly.

8. Other Terms and Conditions Associated with Temporary Employees:

A. CONTRACTOR shall identify in writing to NMC any individual with prior PERS affiliation who is sent to report for NMC service under the AGREEMENT, at least two days prior to the individual being assigned by CONTRACTOR for service to NMC.
B. CONTRACTOR shall identify in writing to NMC any PERS annuitant who is sent to report for NMC service under the AGREEMENT, at least two days prior to the individual being assigned by CONTRACTOR for service to NMC.
C. The term "identify" is defined for purposes of this section to include both (1) the CONTRACTOR's employee name and (2) the last four digits of the employee's Social Security Number.
D. The term "PERS affiliation" is defined for purposes of this section to mean the CONTRACTOR's employee had previously worked for a governmental entity that participates or participated in CalPERS.

E. Should CONTRACTOR fail to properly identify a PERS annuitant or a CONTRACTOR employee with prior PERS affiliation, CONTRACTOR shall be held responsible for any costs assessed, or eligible to be assessed, by CalPERS relating to the assignment to the County of such individual.

F. The term "PERS annuitant" is defined for purposes of this section as a person who has retired from a CalPERS agency and who is receiving a retirement allowance from CalPERS.
G. TEMPORARY EMPLOYMENT ASSIGNMENT: CONTRACTOR shall be responsible for tracking cumulative hours per employee for all assignments at NMC. CONTRACTOR shall notify the NMC Human Resources Administrator (bouyeaj@natividad.com) when an individual employee's hours working for the NMC are approaching 650 hours in a fiscal year (7/1-6/30).
H. An employee of the CONTRACTOR shall not be assigned to work at the NMC for more than 720 hours in a fiscal year (7/1-6/30).
I. NMC nor the County of Monterey shall not pay CONTRACTOR for services rendered beyond 720 hours per fiscal year.

9. Governing Law. This Agreement shall be governed by the laws of the State of California. Any controversy or claim arising out of this Agreement or the breech thereof shall be settled with the sole and exclusive courts and under the jurisdiction of the State of California within the United States of America unless otherwise agreed by the parties.

10. Non-Discrimination. During the performance of this Agreement, Contractor, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in Contractor's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, full comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

11. Indemnity. HPC shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "County"), its officers, agents and employees from any and all claims, liability and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the HPC's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of County. "HPC's performance" includes HPC's action or inaction and the action or inaction of HPC's officers, employees, agents and subcontractors.

12. Insurance.

A. Evidence of Coverage. Prior to commencement of this Agreement, HPC 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.

B. Qualifying Insurers: All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by Client's Contracts/Purchasing Director.

C. Insurance Coverage Requirements: Without limiting HPC's duty to indemnify, HPC shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

i. 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.

ii. Workers' Compensation Insurance - If HPC 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

D. Other Requirements: All insurance required by this Agreement shall be with a company acceptable to Client 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 HPC completes its performance of services under this Agreement.

Each liability policy shall provide that Client 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 HPC and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability policy 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 HPC's insurance. The required endorsement from for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement from for Automobile Additional Insured Endorsement is ISO Form CA 20 48 02 99.

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

HPC shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by Client, annual certificates to Client's Contracts/Purchasing Department. If the certificate is not received by the expiration date, Client shall notify HPC and HPC shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by HPC to maintain such insurance is a default of this Agreement, which entitles Client, at its sole discretion, to terminate the Agreement immediately.

IN WITNESS WHEREOF, the Parties have created this Agreement to be signed by their duly authorized officers to be effective as of the Effective Date.

County of Monterey on behalf of Natividad Medical Center

1441 Constitution Blvd.

Salinas, CA 93906

(831) 755-4111

By: for Charles Harris

Name: Kristen Aldrich

Title: Deputy Purchasing Agent

Date: 6-15-22

Reviewed and approved as to form.

Chief Deputy County Counsel 6 15 2022

HPC INTERNATIONAL, INC.

5261-A Fountain Drive

Crown Point, IN 46307

(219) 922-4868

By:

Name: MEGAN LIPPERT

Title: EXECUTIVE VICE PRESIDENT

Date: 5/10/2022

Reviewed and approved for Fiscal Terms

Gary Gibonay 6/15/2022

Chief Deputy Auditor-Controller

EXHIBIT A
Service Description *MyHPC*Librarian™

Service Description:
MyHPCLibrarian solution also known as HPC's Library Management Service or "LMS" is an on-demand library and research service that works like hiring a virtual medical librarian, providing support to staff to manage the library's budget and subscription expenses, making purchasing decisions, overseeing subscription renewals, promotion of library resources and services available, and providing on-demand research assistance. There are three core service areas for managing any medical library, and HPC offers all three in an "a la carte" format. Customers choose the areas of support they need, and HPC customizes service to fit each Customer's unique educational needs and library goals.

HPC's service deliverables and areas of responsibility shall include:

(1) collection development, subscription management and library budget oversight;
(2) update an existing virtual online library webpage, and then review monthly to update content and share news or changes to ensure the site remains current and accurate;
(3) provide day-to-day on-demand research support, literature searches, article requests, general librarian support, InterLibrary Loan (ILL,Docline) document delivery requests and management of other library inquiries from staff, residents and other patrons by a masters trained medical (or other specialty) librarian;
(4) At the direction of the Natividad CME Committee, HPC will work to identify and schedule CME presentations (12 per year) with the Speakers Bureau, record the presentations and attendance, maintain records of CME credits assigned to providers, upload those records to the accrediting body annually and maintain the presentations for users to review at a later date.

Description of Client's locations that will be provided access to HPC's LMS services.
Please list each location separately.

Any computer within the Natividad hospital

Definitions:
1. Subscription: Any resource made available through the library, including (but not limited to) medical journals, e-books, newspapers, databases, copyright protection subscriptions, patient education platforms, online clinical education programs, textbooks, study aids and non-clinical subscriptions. **The cost of subscriptions is in addition to the cost of HPC's service.**

2. Library Budget Spend: Library Budget Spend is the total dollar amount of purchases, expenditures and operational costs associated with the library during a full 12-month period, including but not limited to: subscription fees, license fees, any applicable late payment or penalty fees, print collection costs, library staff compensation and benefits, outsourced professional library management services, the cost of the library web portal, and library software licenses.

3. Annual Savings: Defined as: *[Last Year Library Budget Spend – Current Year Library Budget Spend]*

Client Responsibilities:
Upon the execution of this Agreement, Client agrees to follow the detailed implementation plan provided by HPC. The implementation plan shall outline the service launch date, key service deliverables, and other customized details for providing service to Client.

HPC Responsibilities:
Upon the execution of this Agreement, HPC agrees to provide Client with a detailed implementation plan and to schedule regular meetings with Client to review its performance of the services under this Agreement.

Travel:
Client and HPC agree that HPC shall be reimbursed for travel expenses during this Agreement. HPC shall receive compensation for travel expenses as per the ***Monterey County Travel and Business Expense Reimbursement Policy***. A copy of the policy is available online at:
https://www.co.monterey.ca.us/government/departments-a-h/auditor-controller/policies-and-procedures

To receive reimbursement, HPC must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

Continued on next page

EXHIBIT B
Library Service Pricing

HPC Annual Service Fees:
$58,000 in CY-2022
$60,000 in CY-2023
$62,000 in CY-2024

Annual Service Fees shall increase annually by 2% in future years of service for the duration of the Term of this Agreement based on the initial scope of responsibilities and amount of HPC support needed and agreed upon by Client and HPC, as described below under HPC Librarian Service Fees Description.

HPC Librarian Service Fees Description:
The annual service fee outlined in our agreement is based on the initial scope of responsibilities agreed upon by Client and HPC and is intended to cover an average of 10-12 hours HPC support each week. The agreement as outlined will cover a yearly max of up to 624 hours of support. HPC anticipates spending 20-25% of these hours on managing the library's subscription collection, annual renewals, and vendor correspondence; 50-60% on on-demand research support and assistance; 5-10% on the virtual library web portal maintenance and periodic updates; and the remaining 10-15% on CME program support. In the event Client requires additional HPC support over and above 624 hours per year, or in the event the scope of HPC's assigned responsibilities grows beyond what was anticipated, Client can, at its option, pre-approve additional support time and HPC will bill client according to the price schedule outlined in Vizient supplier agreement #BP0120 for additional hours of support over the initial 624 hours per year. All other terms and conditions of this Agreement shall be governed by the Vizient (formerly MedAssest) for the use of Librarian Service Agreement (LB0761).

Client's Billing Preference: Annual billing of the Annual Service Fees shall be due on the 1st of May, every year, for the term of this Agreement, beginning on May 1, 2022.

HPC Shared Savings Fee: 25% of Net Annual Savings (see definition above.) When applicable, these will be invoiced to Client at the end of each service year period.

Introduced: 10/8/2025

Current Status: Natividad Medical Center - Consent

Version: 1

Matter Type: BoS Agreement

a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute a Non-Standard agreement with HPC International, Inc. dba HPC for online medical journals and librarian services at NMC for a maximum County obligation of $193,540 for the term of January 1, 2026 through December 2028.
b. Approve the NMC's Chief Executive Officer's recommendation to accept non-standard indemnification, and limitations on liability provisions within the agreement.

RECOMMENDATION:

It is recommended the Board of Supervisors:

a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute a Non-Standard agreement with HPC International, Inc. dba HPC for online medical journals and librarian services at NMC for a maximum County obligation of $193,540 for the term of January 1, 2026 through December 2028.
b. Approve the NMC's Chief Executive Officer's recommendation to accept non-standard indemnification, and limitations on liability provisions within the agreement.

SUMMARY:

Natividad Medical Center will receive a comprehensive suite of library support services through HPC. These services are designed to enhance access to medical literature and maintain a current and functional virtual library presence for staff and providers. HPC will provide a range of services including library management, subscription oversight, and budget monitoring to ensure the library remains current and cost-effective. They will maintain and update the virtual library webpage monthly to keep content accurate and relevant. A master's-trained medical librarian will offer on-demand research support, literature searches, article requests, and manage InterLibrary Loan services and general inquiries.

DISCUSSION

The services provided by HPC are highly beneficial to Natividad Medical Center as they ensure consistent access to current medical literature, support informed clinical decision-making, and maintain a well-managed library system. By overseeing subscriptions, developing the collection, and helping

manage the library budget, HPC helps maintain a cost-effective and relevant resource for staff. Monthly updates to the online library webpage ensure that content remains accurate and accessible. Additionally, having a qualified librarian available for research support, article requests, and document delivery enhances staff efficiency and promotes evidence-based care. These services indirectly benefit patients by supporting clinicians with timely access to reliable medical information, which can improve the quality of care.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel has reviewed and approved this agreement as to form, and the Auditor-Controller has reviewed and approved as to payment provisions. The agreement has also been reviewed and approved by NMC's Finance Committee and by its Board of Trustees on October 3, 2025.

FINANCING:

The cost for this agreement is $193,540 which is included in the FY 2025-26 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:

The library services provided by HPC support Natividad Medical Center and the Board of Supervisors' commitment to exceptional health programs by ensuring staff have access to current, evidence-based medical information. Monthly updates to the virtual library and on-demand research support enhance clinical knowledge and decision-making, contributing to high-quality care for residents. These services ultimately benefit residents by supporting informed healthcare practices that improve overall health outcomes and quality of life.

_X_ Well-Being and Quality of Life
__ Sustainable Infrastructure for Present and Future
__Safe and Resilient Communities
__Diverse and Thriving Economy
__ Administrative

Prepared by: Craig Walls, Chief Medical Officer, (831)783-2521
Approved by: Charles R. Harris, Chief Executive Officer, 783-2553

Attachment(s):
Board Report
Original Agreement

Attachments on file with the Clerk of the Board

Introduced: 10/8/2025
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

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Approved by: Charles R. Harris, Chief Executive Officer, 783-2553

Attachment(s):
Board Report
Original Agreement

Attachments on file with the Clerk of the Board

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MASTER SERVICE AGREEMENT (MSA)

NOTICE: MEMBERS MAY HAVE ADDITIONAL OBLIGATIONS TO SUPPLIER UNDER THIS SEPARATE, INDIVIDUAL END USER AGREEMENT WITH SUPPLIER (COLLECTIVELY, THE "END USER AGREEMENT"), THAT ARE NOT SPECIFICALLY COVERED OR CONTEMPLATED BY THE PRODUCT SUPPLIER AGREEMENT BETWEEN SUPPLIER AND VIZIENT SUPPLY, LLC (THE "VIZIENT AGREEMENT"), TO WHICH THIS END USER AGREEMENT IS ATTACHED. PLEASE NOTE THAT (I) VIZIENT HAS NOT NEGOTIATED OR APPROVED THE TERMS OF THIS END USER AGREEMENT AND (II) MEMBERS HAVE THE ABILITY TO NEGOTIATE THE TERMS OF SUCH END USER AGREEMENT LOCALLY TO SUIT THEIR SPECIFIC NEEDS. MEMBERS SHOULD BE AWARE THERE MAY BE INCONSISTENCIES BETWEEN THE TERMS OF THE VIZIENT AGREEMENT AND THIS END USER AGREEMENT. AS SUCH, EACH MEMBER MAY WANT TO CONSIDER RETAINING ITS OWN LEGAL COUNSEL WHEN NEGOTIATING AND/OR ENTERING INTO THIS END USER AGREEMENT.

THIS AGREEMENT (the "Agreement") is made and entered effective the 1st day of January 2026 ("Effective Date"), by and between County of Monterey, for services at **Natividad Medical Center** ("Member" or "Client"), and HPC International, Inc. (dba **HPC),** an Illinois company ("HPC" or "Supplier"). Member and HPC are sometimes referred to herein individually as a "Party" and collectively as the "Parties". This Agreement is subject to the Product Supplier Agreement between Vizient Supply, LLC ("Vizient") and HPC (the "Vizient Agreement"). Notwithstanding anything to the contrary in this Agreement, or in any order acknowledgement, instrument, correspondence or other terms or conditions provided, presented or submitted, from time to time, by HPC or its representatives to, or executed by, any Member (any of the foregoing, "HPC's Other Terms"), HPC hereby expressly agrees and acknowledges that none of the rights and remedies of Members, or the obligations and liabilities of HPC, contained in the Vizient Agreement shall be reduced, eliminated, superseded or otherwise affected by any of the terms, conditions, limitations, disclaimers, restrictions or other provisions set forth in this Agreement or in any of HPC's Other Terms.

WHEREAS, Member and HPC are entering into this certain Supplier Agreement which is further identified as Supplier contract number _NMC-LMS-2026-VIZ_ (as may be amended from time-to-time, the "Agreement"); and

WHEREAS, the Parties create this Agreement pursuant to the terms, covenants and conditions set forth herein as it pertains to the specific products and services (the "Products & Services") which are further described in Vizient Exhibit A.

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter expressed, the Parties agree as follows:

1. Defined Terms. Unless otherwise defined herein, all capitalized terms used in this Agreement shall have the same meanings as those defined in the Vizient Agreement BP0120.

2. Term and Termination.

   A. Term. This Agreement shall have an initial term of three (3) years beginning on January 1, 2026 and expiring on December 31, 2028 (the "Initial Term"). Parties may extend via written amendment signed by both parties.

   B. Without Cause Termination. After the Initial Term, either Party may terminate this Agreement at any time, with or without cause, by delivering not less than one hundred twenty (120) days' prior written notice thereof to the other Party.

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In the event this Agreement is terminated, Member is responsible for paying to HPC all Product Charges and Service Fees earned through the effective date of termination, including the full 12-month Annual Service Fee for the current year of service for **HPC**Librarian and a prorated Shared Savings Fee, if applicable, for the portion of the current year that has been completed if savings are reported year-to-date as compared to the same time period during the previous year period. Full payment of all earned and invoiced revenue through the date of termination is due to HPC prior to the termination becoming effective.

In the event the source of funding for HPC's services is covered through local, state or federal government funds and in the event those funds become unavailable to Client (i.e. a non-appropriation of funds), this Agreement may be immediately terminated by Client without advance notice to HPC, provided that full payment to HPC is made for all services rendered and already performed through the date of immediate termination. Failure to pay or delayed payment to HPC for services rendered will be considered unacceptable and a material breach of this Agreement, and HPC reserves the right to take legal action against the Client to recoup any outstanding balance due.

C. Termination of Prior Agreement. HPC and Client previously entered into a service agreement effective May 1, 2022 (the "Prior Agreement"). HPC and Client wish to mutually terminate all obligations between the parties arising from the Prior Agreement, effective as of the Effective Date of this Agreement. Therefore, as the Effective Date of this Agreement, HPC and Client agree that the Prior Agreement is unconditionally terminated in its entirety and shall have no further force and effect.

3. Payment Terms. Payment terms are Net-30 from when the County of Monterey Auditors Office receives the invoice certified for payment by Natividad. Payments may be made via check.

   A. Client agrees to provide HPC with their completed and signed w-9 form, their completed HPC New Customer Form, and, if applicable, their tax exemption certificate.

   B.

4. Non-Payment or Insolvency of a Member. In the event that a Member fails to pay Supplier for Products, becomes bankrupt or insolvent, makes an assignment for the benefit of creditors or goes into liquidation, or if proceedings are initiated for the purpose of having a receiving order or winding up order made against a Member, or if a Member applies to the courts for protection from its creditors, then this Agreement shall not terminate, but HPC shall have the right to discontinue the sale of Products and Services to that Member and to seek the full collection by any means necessary of all unpaid outstanding invoices due to HPC for services rendered.

5. Miscellaneous.

   A. Deliverables vary by service, as described in detail in EXHIBIT 1 (**HPC**Librarian).

   B. Member and HPC each represent and warrant to the other that the person signing this Agreement on its respective behalf has the requisite authority and power to do so, and to thereby bind the Party on whose behalf such person is signing.

   C. This Agreement may be executed in a number of identical counterparts which, taken together, shall constitute collectively one Agreement.

   D. Any changes to this Agreement, the Exhibits and/or the Attachments must be made in writing after mutual agreement of the Parties.

   E. A waiver of any breach of this Agreement of any of the terms or conditions by either Party thereto shall not be deemed a waiver of any repetition of such breach or in any way affect any other terms or conditions hereof; no waiver shall be valid or binding unless in writing and signed by all Parties.

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6. Independent Contractors. For the purposes of this Agreement, the Parties are acting as independent contractors. Nothing contained in this Agreement shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship. Neither Party has any authority to act as agent for, or on behalf of, the other Party, or to represent or bind the other Party, in any manner without its prior written consent. Member shall not be entitled to worker's compensation, retirement, insurance, or other benefits afforded to employees of HPC, and likewise HPC shall not be entitled to worker's compensation, retirement, insurance, or other benefits afforded to employees of Member. Confidentiality and Proprietary Information. The Parties mutually agree that all knowledge and information regarding and related to the products, services, processes, terms and deliverables under this Agreement are proprietary and/or confidential in nature. Each party forever agrees not to use the confidential/proprietary information disclosed to it by the other party for its own use or for any other purpose except to carry out this Agreement, and each party forever agrees not to disclose such information to any unauthorized party, individual, agency, entity or medium without the express written consent of the other party. HPC considers its specialized training of its employees, the operational processes it has developed, the technological systems it has created, the deliverables of its services, the customized reporting it provides, and the services it offers as the exclusive proprietary and confidential information of HPC. During the Term of this Agreement, including any extensions thereof, neither party shall knowingly recruit, solicit, employ, provide internship to, promise to hire, or hire any of the other party's employees assigned to this project or assigned to HPC's HPCLibrarian division(s) for the duration of this Agreement and for an additional two years thereafter. Confidential information of the Parties does not include information that is or becomes publicly known or available as a result of Member's proper compliance with the California Public Records Act.

7. Governing Law. This Agreement shall be governed by the laws of the State of California.

   Any controversy or claim arising out of this Agreement or the breech thereof shall be settled with the sole and exclusive courts and under the jurisdiction of the State of Illinois within the United States of America unless otherwise agreed by the Parties.

8. Non-Discrimination. During the performance of this Agreement, Contractor, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in Contractor's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, full comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

9. Indemnity. HPC shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "County"), its officers, agents and employees from any and all claims, liability and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the HPC's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of County. "HPC's performance" includes HPC's action or inaction and the action or inaction of HPC's officers, employees, agents and subcontractors.

10. Insurance.

Docusign Envelope ID: 303F2FD7-49AB-434D-850F-88CDAE74DC4B

A. Evidence of Coverage. Prior to commencement of this Agreement, HPC 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.

B. Qualifying Insurers: All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by Client's Contracts/Purchasing Director.

C. Insurance Coverage Requirements: Without limiting HPC's duty to indemnify, HPC shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

i. 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.

ii. Workers' Compensation Insurance - If HPC 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

D. Other Requirements: All insurance required by this Agreement shall be with a company acceptable to Client 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 HPC completes its performance of services under this Agreement.

Each liability policy shall provide that Client 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 HPC and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability policy 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 HPC's insurance. The required endorsement from for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement from for Automobile Additional Insured Endorsement is ISO Form CA 20 48 02 99.

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

Docusign Envelope ID: 303F2FD7-49AB-434D-850F-88CDAE74DC4B

HPC shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by Client, annual certificates to Client's Contracts/Purchasing Department. If the certificate is not received by the expiration date, Client shall notify HPC and HPC shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by HPC to maintain such insurance is a default of this Agreement, which entitles Client, at its sole discretion, to terminate the Agreement immediately.

IN WITNESS WHEREOF, the Parties have created this Agreement to be signed by their duly authorized officers to be effective as of the Effective Date.

County of Monterey on behalf of Natividad Medical Center

1441 Constitution Blvd

Salinas, CA 93906

(831) 755-4111

By: _____

Name: _____

Title: _____

Date: _____

Reviewed and Approved as to legal provisions

Signed by:
Stacy Saetta
696D21D44C4341D...
10/8/2025 | 2:28 PM PDT

Chief Deputy

HPC INTERNATIONAL, INC.

5261-A Fountain Drive

Crown Point, IN 46307

(219) 922-4868

By: Megan Lippert

Name: Megan Lippert

Title: Executive Vice President

Date: 9/26/2025

Reviewed and Approved as to fiscal Provisions

DocuSigned by:
Patricia Ruiz
E79EF64E57454F6...
10/9/2025 | 7:35 AM PDT

Auditor Controller Analyst I

Docusign Envelope ID: 303F2FD7-49AB-434D-850F-88CDAE74DC4B

EXHIBIT 1
HPCLibrarian

Service Description:
HPCLibrarian solution also known as HPC's Library Management Service or "LMS" is an on-demand library and research service that works like hiring a virtual medical librarian, providing support to staff to manage the library's budget and subscription expenses, making purchasing decisions, overseeing subscription renewals, promotion of library resources and services available, and providing on-demand research assistance. HPC's team of librarians manages your individual or institutional library, oversees library subscription renewals, negotiates the costs of library resources, and provides research support for clinical staff to fuel evidence-based practice and ensure you remain in compliance with healthcare accreditation guidelines and professional development requirements. **HPC**Librarian can provide additional support to your existing librarian team or it can fully transition all librarian responsibilities, research training and support, budgeting, and library operations under the HPC umbrella of oversight that's powered by the HPC S.M.A.R.T. Hub and run by HPC's dedicated personal librarian team.

There are three core service areas for managing any medical library, and HPC offers all three in an "a la carte" format. Members choose the areas of support they need, and HPC customizes service to fit each Member's unique educational needs and library goals.

Select the areas of support you need.

X (1) collection development, subscription management and library budget oversight

☐ (2) build a brand new custom virtual online library or utilize HPC's S.M.A.R.T. Hub Librarian portal

X (3) update an existing library webpage, and then review monthly to update content and share news or changes to ensure the site remains current and accurate

X (4) day-to-day on-demand research support, literature searches, article requests, general librarian support, InterLibrary Loan (ILL,Docline) document delivery requests and management of other library inquiries from staff, residents and other patrons by a masters trained medical (or other specialty) librarian

☐ (5) other, please describe: _____

Description of Member's locations that will be provided access to HPC's LMS services.
Please list each location separately.

_____ _____

_____ _____

Definitions:
1. Subscription: Any resource made available through the library, including (but not limited to) medical journals, e-books, newspapers, databases, copyright protection subscriptions, patient education platforms, online clinical education programs, textbooks, study aids and non-clinical subscriptions. **The cost of subscriptions is in addition to the cost of HPC's service.**

2. Library Spend: Library Spend is the total dollar amount of purchases, expenditures and operational costs associated with the library during a full 12-month period, including but not limited to: subscription fees, license fees, any applicable late payment or penalty fees, print collection costs, real estate costs of maintaining a physical library space, library audit

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fees, library staff compensation and benefits, outsourced professional library management services, travel expenses, and the cost of the library web portal, and software licenses.

3. Annual Savings: Defined as: *[Last Year Library Spend – Current Year Library Spend] = Annual Savings*

Member Responsibilities:
Upon the execution of this Agreement, Member agrees to attend regular meetings with HPC to review HPC's performance of the services under this Agreement.

HPC Responsibilities:
Upon the execution of this Agreement, HPC agrees to schedule regular meetings with Member to review its performance of the services under this Agreement.

HPC Librarian Service Fee:
Client's annual pricing is outlined below.

- **Year 1 (1/1/2026 – 12/31/2026): $63,240** **Due Date: 1/1/2026**
- **Year 2 (1/1/2027 – 12/31/2027): $64,505** **Due Date: 1/1/2027**
- **Year 3 (1/1/2028 – 12/31/2028): $65,795** **Due Date: 1/1/2028**

*Amount for the Initial Term of this Agreement shall not exceed $193,540, as outlined above.
*Annual Service Fees are due at the start of the service period.

The annual service fee outlined in our agreement is based on the initial scope of responsibilities agreed upon by Client and HPC and is intended to cover an average of 10-12 hours HPC support each week. The agreement as outlined will cover a yearly max of up to 624 hours of support. HPC anticipates spending 20-25% of these hours on managing the library's subscription collection, annual renewals, and vendor correspondence; 50-60% on on-demand research support and assistance; 5-10% on the virtual library web portal maintenance and periodic updates; and the remaining 10-15% on CME program support. In the event Client requires additional HPC support over and above 624 hours per year, or in the event the scope of HPC's assigned responsibilities grow beyond what was anticipated, Client can, at its option, pre-approve additional support time and HPC will bill client according to the price schedule outlined in Vizient supplier agreement #BP0120 for additional hours of support over the initial 624 hours per year.

Client's Billing Preference:
HPC will invoice Client in lump-sum annual installments prior to the start of each annual service period, and the Annual Service Fees shall be due on or before the due dates outlined above.

HPC _____ **Member** _____

Introduced: 10/13/2025
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute a retroactive agreement between the County of Monterey and Sonoma State University for the provision of Placement of Students at Natividad Medical Center, for the term of August 1, 2025 through July 31, 2028 at no cost; and
b. Approve the NMC's Chief Executive Officer's recommendation to accept non-standard indemnification, provisions within the agreement

RECOMMENDATION:

It is recommended the Board of Supervisors:
a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute a retroactive agreement between the County of Monterey and Sonoma State University for the provision of Placement of Students at Natividad Medical Center, for the term of August 1, 2025 through July 31, 2028 at no cost; and

b. Approve the NMC's Chief Executive Officer's recommendation to accept non-standard indemnification, provisions within the agreement

SUMMARY:

Natividad Medical Center is initiating an education clinical affiliation agreement with Sonoma State University for the Family Nurse Practitioner (FNP) Program. Under this agreement, Natividad Medical Center will provide qualified FNP students with structured clinical rotations in designated service areas. These rotations will allow students to gain practical experience in patient care while supporting Natividad Medical Center's goals of advancing professional development and contributing to the broader healthcare workforce. In addition, this collaboration will strengthen Natividad Medical Center's talent pipeline, creating opportunities to recruit highly trained nurse practitioners and other advanced practice professionals to fill future vacancies. To ensure that all deliverables under the agreement are achieved, Natividad Medical Center will collaborate with Sonoma State University faculty through regular communication, ongoing monitoring, and clinical supervision to confirm alignment with program requirements.

DISCUSSION
The proposed services are mutually beneficial to both Natividad Medical Center and the patients it serves. This agreement provides a reliable pipeline of advanced practice clinicians who are trained within Natividad Medical Center's system and familiar with its culture of care. By hosting FNP

students, Natividad Medical Center has the opportunity to identify and recruit talented individuals, addressing workforce needs in high-demand roles. Additionally, opportunities for staff to serve as preceptors and educators foster ongoing professional development while reinforcing Natividad Medical Center's reputation as a leading teaching hospital.

Patients benefit from enhanced access to care through the integration of supervised FNP students into clinical practice, expanding provider capacity while maintaining quality oversight. Exposure to current best practices from the academic setting also strengthens the delivery of evidence-based care. In the long term, this partnership helps ensure that Natividad Medical Center can sustain well-trained workforce dedicated to meeting the needs of Monterey County's diverse community.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel has reviewed and approved this agreement as to form, and the Auditor-Controller has reviewed and approved as to payment provisions. The agreement has also been reviewed and approved by NMC's Finance Committee and by its Board of Trustees on October 3, 2025.

FINANCING:

There is no impact on the General Fund with this action.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS SECTION:

Natividad Medical Center is dedicated to serving the people of Monterey County by providing the highest quality care to every patient. As a teaching hospital, Natividad Medical Center recognizes the importance of supporting professional development and career advancement through partnerships with colleges and universities. Establishing a clinical affiliation with Sonoma State University's Family Nurse Practitioner (FNP) Program will contribute to building a stronger healthcare workforce, which in turn supports economic development and growth opportunities within Monterey County. The program will prepare and graduate qualified FNPs, thereby expanding the pool of advanced practice professionals in the region and enhancing access to high-quality healthcare for local residents.

__ Well-Being and Quality of Life
__ Sustainable Infrastructure for Present and Future
X_ Safe and Resilient Communities
X_ Diverse and Thriving Economy
__ Administrative

Prepared by: Maria Lourdes M. Escolta, Director of Nursing Education, (831) 783-2851
Approved by: Charles R. Harris, Chief Executive Officer, 783-2553

Attachment(s):
Board Report
Student Placement Agreement
Attachments on file with the Clerk of the Board

Introduced: 10/13/2025
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

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__ Well-Being and Quality of Life
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X_Safe and Resilient Communities
X_Diverse and Thriving Economy
__ Administrative

Prepared by: Maria Lourdes M. Escolta, Director of Nursing Education, (831) 783-2851
Approved by: Charles R. Harris, Chief Executive Officer, 783-2553

Attachment(s):
Board Report
Student Placement Agreement
Attachments on file with the Clerk of the Board

Docusign Envelope ID: FEB90002-803D-4A8D-87C2-6BBAD1C91707

STUDENT PLACEMENT AGREEMENT
BETWEEN
COUNTY OF MONTEREY, ON BEHALF OF NATIVIDAD MEDICAL CENTER
AND
Sonoma State University

THIS AGREEMENT is made and entered into this 1 day of August, 2025 Between Sonoma State University ("Institution") and the County of Monterey, on behalf of Natividad Medical Center (hereinafter "COUNTY").

A. Institution is committed to service in the community and applied learning experiences for students. 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, students enhance their understanding of course content, sense of civic responsibility, self-awareness, professional development and commitment to the community.

B. The mission of 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 Institution, COUNTY and students. Institution supports the goals and objectives of the COUNTY program in which students will participate.

D. Health services provided and administered by COUNTY are governed by but not limited to: Health Insurance Portability and Accountability Act of 1996, 45 C.F.R. Part 160 and Part 164 as amended by the Health Information Technology for Economic and Clinical Health Act and its implementing regulations; California Confidentiality of Medical Information Act, Ca. Civil Code §§ 56 et seq.; Lanterman-Petris-Short Act [Welfare and Institutions Code Section 5000 et seq.]; California Code of Regulations, Title 22, § 51009; Confidential Nature of Records; Welfare and Institutions Code section 14100.2 and 42 Code of Federal Regulations section 431.300 et.seq.

The parties agree as follows:

I. INSTITUTION'S RESPONSIBILITIES

A. Student Profile. Institution shall make available to COUNTY a field application student profile which shall include the student's name, address, telephone number, other pertinent information. COUNTY shall review student applications and select students for internship with COUNTY. Each student shall be responsible for submitting his or her student

Docusign Envelope ID: FEB90002-803D-4A8D-87C2-6BBAD1C91707

profile before the Program training period begins. COUNTY shall regard this information as confidential and shall use the information only to identify each student.

B. Schedule of Assignments. Institution shall notify COUNTY designated staff of student assignment, including the name of the student, level of academic preparation, and length and dates of proposed experience. The maximum number of students 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 students.

D. Records. Institution shall maintain all personnel records for its staff and all academic records for its students. COUNTY will ensure any records kept for student performance are sent to the Institution as proof of student accomplishments.

E. Student Qualifications: Institution shall provide appropriate health and safety training to all students on a regular basis, in accordance with prevailing Federal and State laws and regulations. Institution shall require that each student designated by Institution for clinical and/or practicum experience under this Agreement shall meet the minimum qualifications for a student in the designated Program. Additionally, Institution shall ensure that: (i) all students have documented training to meet OSHA Regulations on occupational Exposure to Blood-borne Pathogens prior to the beginning of the internship experience; and (ii) each student assigned to 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 has his or her own health insurance if not provided by the Institution.

G. Student Responsibilities. Institution shall notify students in the program that they are responsible for:

1) Complying with COUNTY's clinical and administrative policies, procedures, rules and regulations, as outlined in Exhibit A of this Agreement.

2) Arranging for his/her own transportation and living arrangements.

3) Assuming responsibility for personal illnesses, necessary immunizations, tuberculin tests, annual health examinations and other requirements as identified by COUNTY; refer to Exhibit A for COUNTY training requirements.

4) Maintaining the confidentiality of patient information.

a) No student shall have access to or have the right to receive any medical record, except when necessary in the regular course of the practicum

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experience. The discussion, transmission, or narration in any form by students 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 as defined in Recital D of this Agreement and its implementing regulations.

c) COUNTY shall reasonably assist student in obtaining patient consent in appropriate circumstances when applicable. In the absence of consent, students shall use de-identified information only in any discussions about the clinical experience with Institution, its employees, or agents.

5) Complying with COUNTY's dress code and wearing name badges identifying themselves as Student Intern, if specified by COUNTY.

6) Insurance requirements. See Section V.

H. Field Experience Plan. Institution shall assist in establishing a plan/learning agreement for the field experience by mutual agreement between COUNTY's representative and the Institution's Field Faculty representative and the student.

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.

II. COUNTY RESPONSIBILITIES

A. Field Experience. At COUNTY's discretion, COUNTY shall accept from Institution the student and shall provide the student 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 COUNTY's personnel appointments that may affect the student field program.

C. Access to Facilities. COUNTY shall permit students enrolled in the Program access to COUNTY facilities as appropriate and necessary for their Program, provided that the students' presence shall not interfere with COUNTY's activities.

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D. Records and Evaluations. COUNTY shall maintain complete records and reports on student's performance and provide an evaluation to Institution on forms the Institution shall provide.

E. Withdrawal of Students. COUNTY shall have the right to immediately terminate a student's placement/assignment if student who, in the judgment of COUNTY, is not participating satisfactorily or refuses to follow the COUNTY's administrative policies, procedures, rules and regulations, including but not limited to inappropriate behavior, dress and/or hygiene. COUNTY shall immediately notify the student and the Institution by telephone or in person. The student and representative(s) of the Institution may meet with COUNTY to determine whether the student will be reinstated in the internship assignment at COUNTY, and if so, upon terms and conditions determined by COUNTY to be appropriate.

F. Emergency Health Care/First Aid. COUNTY shall, on any day when a student is receiving training at its facilities, ensure student has access to emergency health care or first aid for accidents occurring in its facilities at Institution and/or student expense.

G. COUNTY's Confidentiality Policies. As trainees, students 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 (as defined in Recital D). If Institution suspects a breach of any of these policies, Institution must notify COUNTY 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 from the Institution.

III. AFFIRMATIVE ACTION AND NON-DISCRIMINATION

The parties agree that all students 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 or veteran status.

IV. STATUS OF STUDENTS

Institution represents that the students enrolled in the Program are in attendance for educational purposes, and such students 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. Students are considered members of COUNTY's "workforce" for purposes of Recital D compliance and COUNTY policies and procedures. If the student is a paid employee of COUNTY, the student will be covered under COUNTY's insurance policies, including Workers' Compensation, to the extent available to other employees.

V. INSURANCE

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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.

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.

The Institution shall maintain or shall cause each student 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 trainee's supervised field experience. The Institution shall furnish proof of such insurance coverage prior to execution of this agreement.

In addition, Institution shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

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

The Institution shall provide commercial general liability and automobile liability Endorsement(s) naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the Institution's work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by COUNTY and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the Institution's insurance.

Student Automobile liability insurance, students who drive to/from any clinical work location, must provide proof of valid California driver's license for in-state students or other valid state driver's license for out-of-state students and proof of insurance.

Workers' Compensation Insurance, if Institution 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.

Docusign Envelope ID: FEB90002-803D-4A8D-87C2-6BBAD1C91707

Except for ten (10) days' notice of non-payment, the Institution and COUNTY will require thirty (30) days written notice if the policy is canceled, non-renewed, or coverage/limits that are reduced or materially altered.

VI. INDEMNIFICATION.

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, performance of this Agreement by Institution and/or its officers, agents, employees, ~~students,~~ or subcontractors, excepting only loss, injury or damage caused by the 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 COUNTY. ~~The Institution shall reimburse COUNTY for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Institution is obligated to indemnify, defend and hold harmless COUNTY under this Agreement.~~

Initial & Date

9/30/25

VII. TERM AND TERMINATION

A. Term. This Agreement shall be effective as of the date first written above and shall remain in effect until July 31, 2028.

B. Renewal. This Agreement may be renewed by mutual agreement.

C. Termination. This Agreement may be terminated at any time by the written agreement or upon thirty (30) days' advance written notice by one party to the other.

VIII. GENERAL 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 I, Paragraph E, subdivisions 4.a), 4.b), and 4.c); Section I, Paragraph H, to the extent it provides that students are members of COUNTY's "workforce" for purposes of HIPAA; Section II, Paragraph E; and Section IV. 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 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.

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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 sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below.

TO UNIVERSITY:

Attn: Krista Altaker Ph.D., MSN, RN
Professor and Chair
Department of Nursing
Sonoma State University
1801 E. Cotati Avenue
Nichols Hall, Room 262A
Rohnet Park, CA 94928
Phone: 707-664-2654
Email: krista.altaker@sonoma.edu

Attn: Judy Vincenti
Contract Analyst
Sonoma State University
1801 E. Cotati Avenue
Salazar Hall, Financial Services
Rohnert Park, CA 94928
Phone: 707-664-4168
Fax: 707-664-4183
Email: Vincenti@sonoma.edu

Natividad Medical Center
ATT: Contracts Division
1441 Constitution Blvd.
Salinas, CA 93906
Fax: 831-757-2592

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IX. 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.

INSTITUTION

By:_____
Name: Judy Vincenti
Title: Contract Analyst

Date: 9/30/25

COUNTY OF MONTEREY, ON BEHALF OF NATIVIDAD MEDICAL CENTER

By:_____
Name: Charles R. Harris
Title: CEO

Date:_____

APPROVED AS TO LEGAL FORM:

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

Date: 10/6/2025 | 7:47 PM PDT

APPROVED AS TO RISK PROVISIONS:

By: Signed by: David Bolton 68FDC263FF6243C...
Risk Management

Date: 10/6/2025 | 4:38 PM PDT

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Exhibit A

County of Monterey, on behalf of Natividad Medical Center
1441 Constitution Blvd. Salinas, CA 93906

ACKNOWLEDGEMENT FORM

The County of Monterey, on behalf of Natividad Medical Center policies listed below are checked to indicate their pertinence to this specific internship. COUNTY 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

☐ HIV/AIDS Policy

☐ Asbestos Notification

☐ Discrimination and Sexual Harassment Policy

☐ Smoke-Free Policy

☐ Information Technology Appropriate Use Policy

☐ Confidentiality Acknowledgement (aka, Non-Disclosure Agreement)

☐ Compliance Handbook

☐ Department of Justice (DOJ) Criminal Background Check

☐ Employee Health Requirements, such as:

- Tuberculosis Screening
- Proof of COVID-19 Vaccination
- N-95 Respirator Fit Testing
- Influenza Consent or Declination Form
- Hepatitis B & T-Dap
- MMR
- Varicella

☐ Other N/A

I acknowledge that I have received the above applicable COUNTY policies and that I understand and agree to comply with the conditions specified therein.

Jane Doe

Student's Name (Print) Date

Student Signature

Introduced: 10/13/2025

Current Status: Health Department - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Director of Health Services or designee to execute Renewal and Amendment No.1 to Agreement A-164043 between the County of Monterey and Monterey County Rape Crisis Center (MCRCC) to provide in-person advocate accompaniment during evidentiary exams, ongoing support services, and resource connection for survivors of sexual assault at no cost to the County of Monterey, and extend the term an additional three (3) years, for the revised full Agreement term of October 1, 2022 through September 30, 2028;
b. Approve non-standard insurance provisions in the Renewal and Amendment No.1 as recommended by the Director of Health Services; and
c. Authorize the Contracts and Purchasing Officer or designee to sign up to three future amendments to the Agreement, provided that these amendments do not substantially change the service described in the Agreement, with no exchange of funds, and approval from the Office of the County Counsel.

RECOMMENDATION:

It is recommended that the County of Monterey Board of Supervisors:
a. Approve and authorize the Director of Health Services or designee to execute Renewal and Amendment No.1 to Agreement A-164043 between the County of Monterey and Monterey County Rape Crisis Center (MCRCC) to provide in-person advocate accompaniment during evidentiary exams, ongoing support services, and resource connection for survivors of sexual assault at no cost to the County of Monterey, and extend the term an additional three (3) years, for the revised full Agreement term of October 1, 2022 through September 30, 2028;
b. Approve non-standard insurance provisions in the Renewal and Amendment No.1 as recommended by the Director of Health Services; and
c. Authorize the Contracts and Purchasing Officer or designee to sign up to three future amendments to the Agreement, provided that these amendments do not substantially change the service described in the Agreement, with no exchange of funds, and approval from the Office of the County Counsel.

SUMMARY:

The acronym “SART” (Sexual Assault Response Team) is used to identify the multidisciplinary team (MDT) comprised of trained sexual assault counselors, responding law enforcement agents, and sexual assault forensic examiners (SAFE) when an evidentiary exam is requested for suspected sexual assault or abuse. The health care sector of SART is currently under the administration of the County of Monterey Health Department (MCHD). MCHD contracts with a private physician-owned medical group that employs the SAFEs who conduct the evidentiary exams.

DISCUSSION:

In August of 1998, Monterey County implemented the first multidisciplinary SART. SAFEs were provided by other agencies until July 2007, when MCHD became the program administrator. MCRCC and SAFEs have continued to work cooperatively since that time. MCRCC's sexual assault counselors respond to requests for evidentiary exams along with the SAFEs to offer legally mandated advocacy services for victims who report sexual assault. MCRCC responders are on call 24 hours a day, 7 days a week, to accompany victims when an evidentiary exam is conducted by a SAFE.

The MCRCC supplies written materials, snacks, and comfort objects that are offered by the SAFE to the victim at the time of an evidentiary exam. In addition, MCRCC personnel work both independently and in conjunction with the SAFEs to provide education to various sectors of the MDT. The MCRCC and SAFEs are available to debrief staff and offer informational and emotional support to the extended MDT. MCRCC employees participate in case reviews with both the SAFEs and the extended MDT and are a source of consultation for referrals for survivors of sexual assault and commercial sexual exploitation of children (CSEC).

The Health Department has an ongoing need for services under the Agreement beyond its expiration date of September 30, 2025. Although an amendment was drafted prior to the expiration, negotiations with the Contractor over additional terms extended the process, ultimately resulting in the Agreement's expiration.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Offices of the County Counsel and Auditor-Controller have reviewed and approved this agreement as to legal and fiscal provisions, respectively.

FINANCING:
There is no exchange of funds with this agreement. There are sufficient appropriations in the Health Department's (001-4000-8124-HEA003) FY 2025-26 Adopted Budget.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This agreement aligns with the Strategic Plan Goal Safe and Resilient Communities, Key Objective Justice: Provide for essential justice-focused activities by providing support services to survivors of sexual assault during evidentiary exams, which gather forensic evidence that can inform law enforcement's prosecution of offenders.

Mark a check to the related Board of Supervisors Strategic:
____ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
__X__ Safe and Resilient Communities
____ Diverse and Thriving Economy
____ Dynamic organization and Employer of Choice
____ Administrative

Prepared by: Patricia Velarde, Management Analyst II, 796-1377
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Renewal and Amendment No.1
Board Order
Executed Agreement

Introduced: 10/13/2025

Current Status: Health Department - Consent

Version: 1

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The Health Department has an ongoing need for services under the Agreement beyond its expiration date of September 30, 2025. Although an amendment was drafted prior to the expiration, negotiations with the Contractor over additional terms extended the process, ultimately resulting in the Agreement's expiration.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
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BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
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Mark a check to the related Board of Supervisors Strategic:
____ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
__X__ Safe and Resilient Communities
____ Diverse and Thriving Economy
____ Dynamic organization and Employer of Choice
____ Administrative

Prepared by: Patricia Velarde, Management Analyst II, 796-1377
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Renewal and Amendment No.1
Board Order
Executed Agreement

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RENEWAL AND AMENDMENT NO. 1 TO AGREEMENT BY AND BETWEEN THE COUNTY OF MONTEREY AND MONTEREY COUNTY RAPE CRISIS CENTER

THIS RENEWAL AND AMENDMENT NO. 1 to the Agreement (A-16043) made by and between the County of Monterey**,** a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and Monterey County Rape Crisis Center (hereinafter referred to as "CONTRACTOR") with respect to the following.

WHEREAS, on October 5, 2022, COUNTY and CONTRACTOR entered into Agreement A-16043 for the term October 1, 2022, through September 30, 2025, for the provision to work together toward the mutual goal of providing maximum available assistance for victims of sexual assault residing in Monterey County; and

WHEREAS, on September 30, 2025, the Agreement between the COUNTY and CONTRACTOR expired; and

WHEREAS, COUNTY and CONTRACTOR wish to renew and amend the Agreement to extend the term for three (3) additional years, for an aggregate term of October 1, 2022, through September 30, 2028, each agency reaffirms its agreement to support the Sexual Assault Response Team (SART) Program through coordination and/or provision of the services described herein; and adding Exhibit A, Business Associate Agreement.

NOW THEREFORE, COUNTY and CONTRACTOR hereby agree as follows:

1. **Last paragraph of the Operational Agreement "effect from", shall be amended by removing** "We the undersigned, as authorized representatives of the Monterey County Rape Crisis Center and the Monterey County Health Department do hereby approve this document which shall be in effect from October 1, 2022 to September 30, 2025", **and replacing it with** "We the undersigned, as authorized representatives of the Monterey County Rape Crisis Center and the County of Monterey Health Department do hereby approve this document which shall be in effect from October 1, 2022, to September 30, 2028".

2. **Exhibit A, "Business Associate Agreement",** shall be added to provide certain services for Covered Entity that involve the Use and Disclosure of Protected Health Information ("PHI") that is created, received, transmitted, or maintained by the Business Associate for or on behalf of the Covered Entity.

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

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4. A copy of this Renewal and Amendment No. 1 shall be attached to the original Agreement executed by the County on October 5, 2022.

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IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Renewal and Amendment No. 1 as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Elsa Mendoza Jimenez, Director of Health Services

Date: _____

Approved as to Form

By: DocuSigned by: Kevin Serrano CF464EA4829E4B5...
County Counsel

Date: 10/7/2025 | 1:50 PM PDT

Approved as to Fiscal Provisions

By: DocuSigned by: Patricia Ruiz E79EF64E57454F6...
Auditor/Controller

Date: 10/8/2025 | 8:20 AM PDT

Approved as to Liability Provisions

By: _____
Risk Management

Date: _____

CONTRACTOR

By: Signed by: Lauren DaSilva 973967772EBF4A1...
Signature of Chair, President, or Vice President

Lauren DaSilva, Executive Director
Name and Title

Date: 10/3/2025 | 9:51 AM PDT

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

_____
Name and Title

Date: _____

County Board of Supervisors' Agreement No _____approved on _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

Renewal and Amendment No. 1 Monterey County Rape Crisis Center
Term: 10/1/2022 to 9/30/2028
NTE: $0.00

Docusign Envelope ID: B25DA299-A1E0-4563-9EDA-0DABB2DDA12C

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") effective upon execution ("Effective Date"), is entered into by and among between the County of Monterey, a political subdivision of the State of California, on behalf of the Health Department _____ ("Covered Entity") and Monterey County Rape Crisis Center ("Business Associate") (each a "Party" and collectively the "Parties").

RECITALS

A. WHEREAS, Business Associate provides certain services for Covered Entity that involve the Use and Disclosure of Protected Health Information ("PHI") that is created, received, transmitted, or maintained by Business Associate for or on behalf of Covered Entity.

B. WHEREAS, the Parties are committed to complying with the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), and their implementing regulations, including the Standards for the Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, subparts A and E (the "Privacy Rule"), the Breach Notification Standards, 45 C.F.R. Part 160 and 164 subparts A and D (the "Breach Notification Rule"), and the Security Standards for the Protection of Electronic Protected Health Information, 45 C.F.R. Part 160 and Part 164, subparts A and C (the "Security Rule") (collectively "HIPAA"), all as amended from time to time.

C. WHEREAS, the Parties are also committed to complying with the California Confidentiality Laws (defined below).

D. WHEREAS, to the extent that Business Associate is performing activities in connection with covered accounts for or on behalf of Covered Entity, the Parties are also committed to complying with applicable requirements of the Red Flag Rules issued pursuant to the Fair and Accurate Credit Transactions Act of 2003 ("Red Flag Rules").

E. WHEREAS, the Privacy and Security Rules require Covered Entity and Business Associate to enter into a business associate agreement that meets certain requirements with respect to the Use and Disclosure of PHI. This BAA sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information ("EPHI") shall be handled, in accordance with such requirements.

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this BAA, the Parties agree as follows:

AGREEMENT

1. DEFINITIONS

All capitalized terms used in this BAA but not otherwise defined shall have the meaning set forth in HIPAA.

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(a) "Breach" shall have the same meaning as "breach" as defined in 45 C.F.R. § 164.402; however, the term "Breach" as used in this BAA shall also mean the unlawful or unauthorized access to, Use or Disclosure of a patient's "medical information" as defined under Cal. Civil Code § 56.05(j), for which notification is required pursuant to Cal. Health & Safety Code 1280.15, or a "breach of the security of the system" under Cal. Civil Code § 1798.29.

(b) "California Confidentiality Laws" shall mean the applicable laws of the State of California governing the confidentiality, privacy, or security of PHI or other personally identifiable information (PII), including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code § 56 *et seq.*), the patient access law (Cal. Health & Safety Code § 123100 *et seq.*), the HIV test result confidentiality law (Cal. Health & Safety Code § 120975 *et seq.*), the Lanterman-Petris-Short Act (Cal. Welf. & Inst. Code § 5328 *et seq.*), and California's data breach law (Cal. Civil Code § 1798.29).

(c) "Protected Health Information" or "PHI" shall mean any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual or the past, present or future payment for the provision of health care to an individual; (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information that can be used to identify the individual, and (iii) is provided by Covered Entity to Business Associate or created, maintained, received, or transmitted by Business Associate on Covered Entity's behalf. PHI, when used in this BAA, includes EPHI.

(d) "Services" shall mean the services for or functions performed by Business Associate on behalf of Covered Entity pursuant to an underlying services agreement "(Services Agreement") between Covered Entity and Business Associate to which this BAA applies.

2. PERMITTED USES AND DISCLOSURES OF PHI

Unless otherwise limited herein, Business Associate may:

(a) Use or Disclose PHI to perform Services for, or on behalf of, Covered Entity, provided that such Use or Disclosure would not violate the Privacy or Security Rules, this BAA, or California Confidentiality Laws if done by Covered Entity;

(b) Use PHI to provide Data Aggregation Services for the Health Care Operations of Covered Entity, if required by the Services Agreement and as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

(c) Use PHI if necessary for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted by 45 C.F.R. § 164.504(e)(4)(i);

(d) Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as

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permitted under 45 C.F.R. § 164.504(e)(4)(ii), provided that Disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will remain confidential and be Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person, and that such person will notify the Business Associate of any instances of which such person is aware that the confidentiality of the information has been breached; and

(e) Use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1).

3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI

3.1. Responsibilities of Business Associate. Business Associate shall:

(a) Notify the Privacy Officer of Covered Entity, in writing, of: (i) any Use and/or Disclosure of the PHI that is not permitted by this BAA; (ii) any Security Incident of which Business Associate becomes aware; and (iii) any suspected Breach. Such notice shall be provided within five (5) business days of Business Associate's discovery of such unauthorized access, acquisition, Use and/or Disclosure, Security Incident, or suspected Breach. Notwithstanding the foregoing, the Parties acknowledge the ongoing existence and occurrence of attempted but ineffective Security Incidents that are trivial in nature, such as pings and other broadcast service attacks, and unsuccessful log-in attempts. The Parties acknowledge and agree that this Section 3.1(a) constitutes notice by Business Associate to Covered Entity of such ineffective Security Incidents and no additional notification to Covered Entity of such ineffective Security Incidents is required, provided that no such Security Incident results in unauthorized access, acquisition, Use or Disclosure of PHI. For the avoidance of doubt, a ransomware attack shall not be considered an ineffective Security Incident and shall be reported to Covered Entity, irrespective of whether such Security Incident results in a Breach. Business Associate shall investigate each Security Incident or unauthorized access, acquisition, Use, or Disclosure of PHI, or suspected Breach that it discovers and shall provide a summary of its investigation to Covered Entity, upon request;

(i) If Business Associate or Covered Entity determines that such Security Incident or unauthorized access, acquisition, Use, or Disclosure, or suspected Breach constitutes a Breach, then Business Associate shall provide a supplemental written report in accordance with 45 C.F.R. § 164.410(c), which shall include, to the extent possible, the identification of each individual whose PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used or Disclosed during the Breach, to Covered Entity without unreasonable delay, but no later than five (5) business days after discovery of the Breach;

(ii) In consultation with Covered Entity, Business Associate shall promptly mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper access, acquisition, Use, or Disclosure, Security Incident, or Breach; and

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(iii) Covered Entity shall have sole control over the timing and method of providing notification of such Breach to the affected individual(s), the appropriate government agencies, and other persons required by law to be notified. Business Associate shall assist with any notifications, as requested by Covered Entity. Business Associate shall take prompt corrective action, including any action required by applicable State or federal laws and regulations relating to such Security Incident or non-permitted access, acquisition, Use, or Disclosure. Business Associate shall reimburse Covered Entity for its reasonable costs and expenses in providing notification to affected individuals, appropriate government agencies, and any other persons required by law to be notified (e.g., without limitation, the media or consumer reporting agencies), including, but not limited to, any administrative costs associated with providing notice, printing and mailing costs, public relations costs, attorney fees, and costs of mitigating the harm (which may include the costs of obtaining up to one (1) year of credit monitoring services and identity theft insurance) for affected individuals whose PHI or other PII has or may have been compromised as a result of the Breach.

(b) Implement appropriate administrative, physical, and technical safeguards and comply with the Security Rule and industry best practices to prevent Use and/or Disclosure of EPHI other than as provided for by this BAA;

(c) Obtain and maintain a written agreement with each of its Subcontractors that creates, receives, maintains, or transmits PHI that requires each such Subcontractor to adhere to restrictions and conditions that are at least as restrictive as those that apply to Business Associate pursuant to this BAA. Upon request, Business Associate shall provide Covered Entity with copies of its written agreements with such Subcontractors;

(d) Make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the Use and/or Disclosure of PHI received from, created, maintained, or transmitted by Business Associate on behalf of Covered Entity to the Secretary of the Department of Health and Human Services ("Secretary") in a time and manner designated by the Secretary for purposes of determining Covered Entity's or Business Associate's compliance with HIPAA. Business Associate shall immediately notify Covered Entity of any such requests by the Secretary and, upon Covered Entity's request, provide Covered Entity with any copies of documents Business Associate provided to the Secretary. In addition, Business Associate shall promptly make available to Covered Entity such practices, records, books, agreements, policies and procedures relating to the Use and Disclosure of PHI for purposes of determining whether Business Associate has complied with this BAA or maintains adequate security safeguards, upon reasonable request by Covered Entity. The fact that Covered Entity has the right to inspect, inspects, or fails to inspect Business Associate's internal practices, records, books, agreements, policies and procedures does not relieve Business Associate of its responsibility to comply with this BAA, regardless of whether Covered Entity detects or fails to detect a violation by Business Associate, nor does it constitute Covered Entity's acceptance of such practices or waiver of Covered Entity's rights under this BAA;

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(e) Document Disclosures of PHI and information related to such Disclosure and, within twenty (20) days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of the Disclosures of the individual's PHI in accordance with 45 C.F.R. § 164.528 and the HITECH Act. At a minimum, the Business Associate shall provide Covered Entity with the following information: (i) the date of the Disclosure; (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI Disclosed; and (iv) a brief statement of the purpose of such Disclosure which includes an explanation of the basis for such Disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within ten (10) days, forward such request to Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

(f) Subject to Section 4.4 below, return to Covered Entity in a mutually agreeable format and medium, or destroy, within thirty (30) days of the termination of this BAA, the PHI in its possession and retain no copies, including backup copies;

(g) Use, Disclose to its Subcontractors or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder;

(h) If all or any portion of the PHI is maintained in a Designated Record Set;

(i) Upon ten (10) days' prior written request from Covered Entity, provide access to the PHI to Covered Entity, or to the individual, if so directed by Covered Entity, to meet a request by an individual under 45 C.F.R. § 164.524 or California Confidentiality Laws. Business Associate shall notify Covered Entity within five (5) days of its receipt of a request for access to PHI from an individual; and

(ii) Upon ten (10) days' prior written request from Covered Entity, make any amendment(s) to the PHI that Covered Entity directs pursuant to 45 C.F.R. § 164.526. Business Associate shall notify Covered Entity within five (5) days of its receipt of a request for amendment of PHI from an individual.

(i) If applicable, maintain policies and procedures to detect and prevent identity theft in connection with the provision of the Services, to the extent required to comply with the Red Flag Rules;

(j) To the extent that Business Associate carries out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations;

(k) Unless prohibited by law, notify Covered Entity as soon as possible and in no case later than five (5) days after the Business Associate's receipt of any request

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or subpoena for PHI. To the extent that Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with Covered Entity in such challenge; and

(l) Maintain policies and procedures materially in accordance with HIPAA and California Confidentiality Laws and industry standards designed to ensure the confidentiality, availability, and integrity of Covered Entity's data and protect against threats or vulnerabilities to such data.

3.2 Business Associate Acknowledgment.

(a) Business Associate acknowledges that, as between the Business Associate and Covered Entity, all PHI shall be and remain the sole property of Covered Entity.

(b) Business Associate is not permitted to Use PHI to create de-identified information except as approved in writing by Covered Entity.

(c) Business Associate further acknowledges that it is obligated by law to comply, and represents and warrants that it shall comply, with HIPAA. Business Associate shall comply with all California Confidentiality Laws, to the extent that such state laws are not preempted by HIPAA.

(d) Business Associate further acknowledges that Uses and Disclosures of PHI must be consistent with Covered Entity's privacy practices, as stated in Covered Entity's Notice of Privacy Practices. The current Notice of Privacy Practices can be retrieved online from the Covered Entity's webpage. Business Associate agrees to review the Notice of Privacy Practices at this URL at least once annually while doing business with Covered Entity to ensure it remains updated on any changes to the Notice of Privacy Practices Covered Entity may make.

3.3 Responsibilities of Covered Entity. Covered Entity shall notify Business Associate of any (i) changes in, or withdrawal of, the authorization of an individual regarding the Use or Disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.508, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI; or (ii) restrictions on Use and/or Disclosure of PHI as provided for in 45 C.F.R. § 164.522 agreed to by Covered Entity, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.

4. TERM AND TERMINATION

4.1 Term. This BAA shall become effective on the Effective Date and shall continue in effect until all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or if it is infeasible to return or destroy PHI, protections are extended to such PHI, in accordance with the termination provisions in Section 4.4. Certain provisions and requirements of this BAA shall survive its expiration or other termination as set forth in Section 5 herein.

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4.2 Termination. If Covered Entity determines in good faith that Business Associate has breached a material term of this BAA, Covered Entity may either: (i) immediately terminate this BAA and any underlying Services Agreement without penalty; or (ii) terminate this BAA and any underlying Services Agreement within thirty (30) days of Business Associate's receipt of written notice of such breach, if the breach is not cured to the satisfaction of Covered Entity.

4.3 Automatic Termination. This BAA shall automatically terminate without any further action of the Parties upon the termination or expiration of all Services Agreements between Covered Entity and Business Associate that would necessitate having this BAA in place.

4.4 Effect of Termination. Upon termination or expiration of this BAA for any reason, Business Associate shall return or destroy all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(J) if, and to the extent that, it is feasible to do so. Prior to returning or destroying the PHI, Business Associate shall recover any PHI in the possession of its Subcontractors. Business Associate shall certify in writing that all PHI has been returned or securely destroyed, and no copies retained, upon Covered Entity's request. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall notify Covered Entity in writing of the condition that makes return or destruction infeasible. If Covered Entity agrees that return or destruction of the PHI is infeasible, as determined in its sole discretion, Business Associate shall: (i) retain only that PHI which is infeasible to return or destroy; (ii) return to Covered Entity the remaining PHI that the Business Associate maintains in any form; (iii) continue to extend the protections of this BAA to the PHI for as long as Business Associate retains PHI; (iv) limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction of the PHI not feasible and subject to the same conditions as set out in Sections 2 and 3 above, which applied prior to termination; and (v) return to Covered Entity the PHI retained by Business Associate when such return is no longer infeasible.

5. MISCELLANEOUS

5.1 Survival. The obligations of Business Associate under the provisions of Sections 3.1, 3.2, and 4.4 and Article 5 shall survive termination of this BAA until such time as all PHI is returned to Covered Entity or destroyed.

5.2 Amendments; Waiver. This BAA may not be modified or amended, except in a writing duly signed by authorized representatives of the Parties. To the extent that any relevant provision of HIPAA or California Confidentiality Laws is materially amended in a manner that changes the obligations of the Parties, the Parties agree to negotiate in good faith appropriate amendment(s) to this BAA to give effect to the revised obligations. Further, no provision of this BAA shall be waived, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

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5.3 **No Third Party Beneficiaries**. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

5.4 **Notices**. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or via facsimile or email to the facsimile telephone numbers or email addresses listed below.

If to Business Associate, to:

Monterey County Rape Crisis Center
Attn: Lauren DaSilva

Phone: (831)771-0411
Fax:
Email: lauren@mtryrapecrisis.org

If to Covered Entity, to:

County of Monterey Health Department
Attn: Compliance/Privacy Officer
1270 Natividad Road
Salinas, CA 93906
Phone: 831-755-4018
Fax: 831-755-4797
Email: sumeshwarsd@co.monterey.ca.us

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

5.5 **Counterparts; Facsimiles**. This BAA may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile and electronic copies hereof shall be deemed to be originals.

5.6 **Relationship of Parties**. Notwithstanding anything to the contrary in the Services Agreement, Business Associate is an independent contractor and not an agent of Covered Entity under this BAA. Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all Business Associate obligations under this BAA.

5.7 **Choice of Law; Interpretation**. This BAA shall be governed by the laws of the State of California. Any ambiguities in this BAA shall be resolved in a manner that allows Covered Entity and Business Associate to comply with HIPAA and the California Confidentiality Laws.

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5.8 Indemnification. Business Associate shall indemnify, defend, and hold harmless the County of Monterey (the "County"), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including costs incurred by the County with respect to any investigation, enforcement proceeding, or third party action, arising out of, or in connection with, a violation of this BAA, HIPAA or California Confidentiality Laws, or a Breach that is attributable to an act or omission of Business Associate and/or its agents, members, employees, or Subcontractors, excepting only loss, injury, cost, expense, penalty or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the Parties to provide the broadest possible indemnification for the County. This provision is in addition to, and independent of, any indemnification provision in any Services Agreement between the Parties.

5.9 Applicability of Terms. This BAA applies to all present and future Services Agreements and business associate relationships, written or unwritten, formal or informal, in which Business Associate creates, receives, transmits, or maintains any PHI for or on behalf of Covered Entity in any form whatsoever. This BAA shall automatically be incorporated in all subsequent agreements between Business Associate and Covered Entity involving the Use or Disclosure of PHI whether or not specifically referenced therein. In the event of any conflict or inconsistency between a provision of this BAA and a provision of any other agreement between Business Associate and Covered Entity, the provision of this BAA shall control unless the provision in such other agreement establishes additional rights for Business Associate or additional duties for or restrictions on Business Associate with respect to PHI, in which case the provision of such other agreement will control.

5.10 Insurance. In addition to any general and/or professional liability insurance required of Business Associate under the Services Agreement, Business Associate agrees to obtain and maintain, at its sole expense, liability insurance on an occurrence basis, covering any and all claims, liabilities, demands, damages, losses, costs expenses, fines, and compliance costs arising from a breach of the obligations of Business Associate, its officers, employees, agents and Subcontractors under this BAA. Without limiting the foregoing, at a minimum, Business Associate's required insurance under this Section shall include cyber liability insurance covering breach notification expenses, network security and privacy liability. The insurance coverage limits, per claim and in the aggregate, shall not be less than the following amounts based upon the number of unique patient served under this agreement:

County

Initial
LD
Contractor

Unique Patients	Coverage
Less than 12,001	~~$2,000,000~~
12,001 – 30,000	$3,000,000
30,001 – 60,000	$5,000,000
More than 60,000	$10,000,000

If the Business Associate maintains broader coverage and/or higher limits than these minimums, the Covered Entity requires, and shall be entitled to, the broader coverage and/or the higher limits maintained by the Business Associate. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be

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available to the Covered Entity. Such insurance coverage will be maintained for the term of this BAA, and a copy of such policy or a certificate evidencing the policy shall be provided to Covered Entity at Covered Entity's request.

5.11 Legal Actions. Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any actual or potential action, proceeding, regulatory or governmental orders or actions, or any material threat thereof that becomes known to it that may affect the interests of Covered Entity or jeopardize this BAA, and of any facts and circumstances that may be pertinent to the prosecution or defense of any such actual or potential legal action or proceeding, except to the extent prohibited by law. This includes, without limitation, any allegation that Business Associate has violated HIPAA or other federal or state privacy or security laws.

5.12 Audit or Investigations. Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any audit, compliance review, or complaint investigation by the Secretary or other state or federal agency related to compliance with HIPAA or the California Confidentiality Laws.

5.13 Assistance in Litigation or Administrative Proceedings. Business Associate shall make itself, and any Subcontractors, employees, or agents assisting Business Associate in the performance of its obligations under any Services Agreements, available to Covered Entity, at no cost to Covered Entity, to testify in any claim commenced against Covered Entity, its directors, officers, employees, successors, and assigns based upon claimed violation by Business Associate or its agents or subcontractors of HIPAA or other applicable law, except where Business Associate or its Subcontractor, employee, or agent is a named adverse party.

5.14 No Offshore Work. In performing the Services for, or on behalf of, Covered Entity, Business Associate shall not, and shall not permit any of its Subcontractors, to transmit or make available any PHI to any entity or individual outside the United States without the prior written consent of Covered Entity.

5.15 Information Blocking Rules. Business Associate shall not take any action, or refuse to take any action, with regard to Covered Entity's electronic health information that would result in "information blocking" as prohibited by 42 U.S.C. § 300jj-52 and 45 C.F.R. Part 171 (collectively, "Information Blocking Rules"). Business Associate and Covered Entity shall cooperate in good faith to ensure Covered Entity's electronic health information is accessed, exchanged, and used in compliance with the Information Blocking Rules.

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IN WITNESS WHEREOF, each of the undersigned has caused this BAA to be duly executed in its name and on its behalf as of the Effective Date.

BUSINESS ASSOCIATE	**COVERED ENTITY**
By: _____	By: Signed by: Lauren DaSilva 973967772EBF4A1...
Print Name _____	Print Name: Lauren DaSilva
Print Title _____	Print Title: Executive Director
Date: _____	Date: 10/3/2025 | 9:51 AM PDT

DocuSigned by:
Kevin Serrano
CF464EA4829E4B5...

Kevin Serrano

Deputy County Counsel

10/7/2025 | 1:50 PM PDT

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Addendum No.1

To Agreement by and between
County of Monterey, Health Department, Public Health Bureau,
AND
Monterey Rape Crisis Center

This Addendum No.1 amends and modifies the County of Monterey Standard Agreement (hereinafter "Agreement") by and between the County of Monterey, on behalf of the Health Department, Public Health Bureau (hereinafter "COUNTY"), and Monterey Rape Crisis Center (hereinafter "CONTRACTOR").

This Addendum No.1 has the full force and effect as if set forth within the Terms. To the extent that any of the terms or conditions contained in this Addendum No.1 may contradict or conflict with any of the terms and conditions of the Agreement, it is expressly understood and agreed that the terms and conditions of this Addendum No.1 shall take precedence and supersede the Agreement.

NOW, THEREFORE, COUNTY and CONTRACTOR agree that the Agreement terms and conditions shall be amended, and modified to Section 5.10 Insurance of the Business Associate Agreement as follows:

1. Business Associate Agreement Paragraph 5.10 Insurance. The COUNTY agrees to reduce the required cyber insurance coverage from $2,000,000 to $1,000,000. In the event that the CONTRACTOR increases its cyber insurance coverage during the duration of this Agreement to the required amount, the CONTRACTOR agrees to provide the COUNTY with its updated cyber insurance.

2. Except as provided herein, all other terms and conditions of this Standard Agreement with Monterey Rape Crisis Center shall remain in full force and effect.

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

CONTRACTOR-Monterey County Rape Crisis Center

Approved:

By: Signed by: Lauren DaSilva 973967772EBF4A1...

Lauren DaSilva, Executive Director
Name and Title

Date: 10/3/2025 | 9:51 AM PDT

Approved:

By: _____

Name and Title

Date: _____

COUNTY OF MONTEREY

Approved as to Form

By: DocuSigned by: Kevin Serrano CF464EA4829E4B5...
Deputy County Counsel

Date: 10/7/2025 | 1:50 PM PDT

Approved:

By: DocuSigned by: Patricia Ruiz E79EF64E57454F6...
Auditor/Controller

Date: 10/8/2025 | 8:20 AM PDT

Approved:

By: _____
Elsa Jimenez/ Director of Health

Date: _____

Approved:

By: _____
Contracts/Purchasing

Date: _____

DocuSign Envelope ID: 7742DCB8-2078-471A-8B7A-4516A5B35303

Monterey County
Board of Supervisors

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

Board Order

A motion was made by Supervisor Wendy Root Askew, seconded by Supervisor Chris Lopez to:

Agreement No.: A-16043
Approve and authorize the Director of Health or Assistant Director of Health to execute an Operational Agreement between Monterey County Health Department's Sexual Assault Response Team (SART) and Monterey County Rape Crisis Center (MCRCC), agreeing to work together toward the mutual goal of providing maximum available assistance for crime victims residing in Monterey County, for the term October 1, 2022 through September 30, 2025.

PASSED AND ADOPTED on this 27th day of September 2022, by roll call vote:

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

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting September 27, 2022.

Dated: October 4, 2022
File ID: A 22-519
Agenda Item No.: 30

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

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

DocuSign Envelope ID: 7742DCB8-2078-471A-8B7A-4516A5B35303

OPERATIONAL AGREEMENT

This Operational Agreement stands as evidence that the Monterey County Rape Crisis Center (MCRCC) and the Monterey County Health Department's Sexual Assault Response Team (SART) Program agree to work together toward the mutual goal of providing maximum available assistance for crime victims residing in Monterey County. Both agencies believe that implementation of the Program proposal, as described herein will further this goal. To this end, each agency agrees to participate in the program, by coordinating/providing the services described below:

1. The Monterey County Rape Crisis Center provides services that include:
    a. A 24-hour crisis line staffed by Certified Sexual Assault Counselors (SART advocates).
    b. Crisis intervention, in-person counseling and follow-up services.
    c. Accompaniment and advocacy services.
    d. Information and referral services.
    e. Community education programs and cross-trainings with other SART team members.

2. The Monterey County Health Department (MCHD) provides services that include:
    a. Conducting forensic sexual assault examinations.
    b. Ensuring the evidence collected during the examinations is picked up by the appropriate law enforcement agency.
    c. Providing expert witness testimony in court.

3. The Monterey County Rape Crisis Center will closely coordinate services with the Monterey County Health Department through:
    a. MCRCC Certified Sexual Assault Counselors being available within 60 minutes to assist victims at the hospital.
    b. Participation of representatives of all three (3) agencies (MCRCC, SART and MCHD) at SART Coalition meetings and at cross-training's regarding SART protocols.
    c. Annual meetings between representatives of MCRCC and the SART Coordinator to discuss strategies, timetables, and implementation of mandated services.

The Monterey County Health Department agrees that Certified Sexual Assault Counselors from the MCRCC will be called as soon as notification is received that a sexual assault victim is en route to the hospital, and to provide sexual assault victims and significant others information regarding the services provided by MCRCC.

Any party may terminate this Operational Agreement without cause by giving the other party thirty (30) calendar days' written notice. This Operational Agreement may only be rescinded, modified, or amended by mutual agreement in writing.

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We the undersigned, as authorized representatives of the Monterey County Rape Crisis Center and the Monterey County Health Department do hereby approve this document which shall be in effect from October 1, 2022 to September 30, 2025.

DocuSigned by:
Lauren DaSilva
973967772EBE4A1...

Lauren DaSilva
Executive Director
Monterey County Rape Crisis Center

9/15/2022 | 3:37 PM PDT
DATE

DocuSigned by:
C7A30BA59CA8423...

Elsa M. Jimenez
Director of Health
Monterey County Health Department

10/5/2022 | 12:56 PM PDT
DATE

Approved as to Form:

DocuSigned by:
Shane Strong
F631FE484254499...

Shane Strong
Deputy County Counsel

9/19/2022 | 1:00 PM PDT
DATE

Introduced: 10/13/2025

Current Status: Health Department - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Contracts & Purchasing Officer or designee to execute a ten (10) year Lease Agreement, effective December 1, 2025 or upon issuance of a certificate of occupancy from the City of Salinas and County's final walk through and approval of all Premise Improvements (Lease Commencement Date), whichever is later, with San Jose Ave. Apartments, LLC. (Lessor), for approximately 12,986 rentable square feet of space at 559 East Alisal Street, Suites 106, 107, 108 & Salinas, California, for use by the Health Department's Clinic Services Bureau (Health); and
b. Authorize the Auditor-Controller to make lease payments starting at $34,161 per month, for twelve (12) months, upon issuance of a certificate of occupancy form the City of Salinas, final walk through, and approval of all Premise Improvements, whichever is later, in accordance with the terms and adjusted rent schedule as outlined in the Lease Agreement.

RECOMMENDATION:

It is recommended that the County of Monterey Board of Supervisors:
a. Approve and authorize the Contracts & Purchasing Officer or designee to execute a ten (10) year Lease Agreement, effective December 1, 2025 or upon issuance of a certificate of occupancy from the City of Salinas and County's final walk through and approval of all Premise Improvements (Lease Commencement Date), whichever is later, with San Jose Ave. Apartments, LLC. (Lessor), for approximately 12,986 rentable square feet of space at 559 East Alisal Street, Suites 106, 107, 108 & Salinas, California, for use by the Health Department's Clinic Services Bureau (Health); and
b. Authorize the Auditor-Controller to make lease payments starting at $34,161 per month, for twelve (12) months, upon issuance of a certificate of occupancy form the City of Salinas, final walk through, and approval of all Premise Improvements, whichever is later, in accordance with the terms and adjusted rent schedule as outlined in the Lease Agreement.

SUMMARY:

The Clinic Services Bureau has occupied 559 East Alisal in Salinas, California (Premises) since 2001 and operates as the Alisal Health Center. The Alisal Health Center is designated as a Federally Qualified Health Center and, as a requirement of its licensure, must remain located in the area of the population it serves. Situated in the heart of East Salinas and within walking distance of its patient population, Alisal Health Center also offers convenient access to public bus lines and a secured parking garage for staff. Due to its proximity to community residents, the clinic serves approximately 34,000 patients annually and is the second-largest outpatient clinic operated by the County. Notably, this facility has not undergone tenant improvements in over a decade; the planned upgrades will enhance patient flow and provide a more comfortable experience for both patients and staff.

Approval of this Lease Agreement will provide Clinic Services with occupancy through October 1, 2034, or upon issuance of a certificate of occupancy from the City of Salinas, Health's final walkthrough, and approval of all Premise Improvements, whichever is later, ensuring continued occupancy of approximately 12,986 rentable square feet.

DISCUSSION:
The monthly rent shall be $34,160.57, consisting of a base rent of $2.25 per square foot per month for clinic and medical offices, plus a cost not to exceed $0.38 per square foot for the amortized Premise Improvement Allowance payment. Subject to the State constitutional debt limitation provisions, Health shall have the option to either reimburse Lessor for the Premise Improvement Allowance within sixty (60) days of receipt from Lessor or request that Lessor amortize the Premise Improvement Allowance at a rate of five and one-half percent (5.5%) over a ten (10) year term.

Additionally, Health shall have the option to reimburse Lessor with a one-time lump sum payment for contingency costs to address unforeseen costs, not to exceed $142,845. Subject to the State constitutional debt limitation provisions, Health shall reimburse Lessor for such contingency costs within sixty (60) days of completion of the Premise Improvements, subject to approval by the Health Department Facilities Manager. The contingency funds shall be expended only upon the mutual written agreement of Lessor and Health and shall be applied solely to address unforeseen conditions or circumstances arising from improvements to the Premises.

The Lease Agreement provides for two (2), three (3) year extension options under the same terms and conditions. A "Termination by County" clause and the County's standard insurance and indemnity provisions are incorporated in the Lease Agreement.

The identified facility continues to provide Alisal Health Center operations with needed clinical and medical office space for patients and staff, and the monthly rent is considered cost-effective when compared to relocating or constructing a new facility in a similar facility in the East Alisal Community of Salinas. These spaces are vital for the Clinic's provision of services to the residents of the local community and neighboring areas.

OTHER AGENCY INVOLVEMENT:
The Department of Public Works, Facilities, and Parks (PWFP) assisted with the development of this report and proposed Lease Agreement. The Office of the County Counsel and the Auditor-Controller's Office have reviewed and approved the proposed Lease Agreement as to form and fiscal provisions, respectively.

FINANCING:
There is no financial impact to the General Fund resulting from the approval of the proposed Agreement. Sufficient funds are available in the Health Department, Clinic Services Bureau (4000-HEA007) FY 2025-26 Adopted Budget and provision for it will be made in the Department's Requested Budget for future years out.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This agreement will create easier access to healthcare for underserved populations in the community,

aligning with the Strategic Plan Goal of Well-Being and Quality of Life.

Mark a check next 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

Prepared by: Juanita Sanders, Management Analyst II, 755-5494
Reviewed by: Alfredo Belman, Project Manager I, 755-4830
Reviewed by: George Salcido, Real Property Specialist/PWFP, 755-4859
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Lease Agreement

Introduced: 10/13/2025

Current Status: Health Department - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Contracts & Purchasing Officer or designee to execute a ten (10) year Lease Agreement, effective December 1, 2025 or upon issuance of a certificate of occupancy from the City of Salinas and County's final walk through and approval of all Premise Improvements (Lease Commencement Date), whichever is later, with San Jose Ave. Apartments, LLC. (Lessor), for approximately 12,986 rentable square feet of space at 559 East Alisal Street, Suites 106, 107, 108 & Salinas, California, for use by the Health Department's Clinic Services Bureau (Health); and
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RECOMMENDATION:

It is recommended that the County of Monterey Board of Supervisors:
a. Approve and authorize the Contracts & Purchasing Officer or designee to execute a ten (10) year Lease Agreement, effective December 1, 2025 or upon issuance of a certificate of occupancy from the City of Salinas and County's final walk through and approval of all Premise Improvements (Lease Commencement Date), whichever is later, with San Jose Ave. Apartments, LLC. (Lessor), for approximately 12,986 rentable square feet of space at 559 East Alisal Street, Suites 106, 107, 108 & Salinas, California, for use by the Health Department's Clinic Services Bureau (Health); and
b. Authorize the Auditor-Controller to make lease payments starting at $34,161 per month, for twelve (12) months, upon issuance of a certificate of occupancy form the City of Salinas, final walk through, and approval of all Premise Improvements, whichever is later, in accordance with the terms and adjusted rent schedule as outlined in the Lease Agreement.

SUMMARY:

The Clinic Services Bureau has occupied 559 East Alisal in Salinas, California (Premises) since 2001 and operates as the Alisal Health Center. The Alisal Health Center is designated as a Federally Qualified Health Center and, as a requirement of its licensure, must remain located in the area of the population it serves. Situated in the heart of East Salinas and within walking distance of its patient population, Alisal Health Center also offers convenient access to public bus lines and a secured parking garage for staff. Due to its proximity to community residents, the clinic serves approximately 34,000 patients annually and is the second-largest outpatient clinic operated by the County. Notably, this facility has not undergone tenant improvements in over a decade; the planned upgrades will enhance patient flow and provide a more comfortable experience for both patients and staff.

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DISCUSSION:
The monthly rent shall be $34,160.57, consisting of a base rent of $2.25 per square foot per month for clinic and medical offices, plus a cost not to exceed $0.38 per square foot for the amortized Premise Improvement Allowance payment. Subject to the State constitutional debt limitation provisions, Health shall have the option to either reimburse Lessor for the Premise Improvement Allowance within sixty (60) days of receipt from Lessor or request that Lessor amortize the Premise Improvement Allowance at a rate of five and one-half percent (5.5%) over a ten (10) year term.

Additionally, Health shall have the option to reimburse Lessor with a one-time lump sum payment for contingency costs to address unforeseen costs, not to exceed $142,845. Subject to the State constitutional debt limitation provisions, Health shall reimburse Lessor for such contingency costs within sixty (60) days of completion of the Premise Improvements, subject to approval by the Health Department Facilities Manager. The contingency funds shall be expended only upon the mutual written agreement of Lessor and Health and shall be applied solely to address unforeseen conditions or circumstances arising from improvements to the Premises.

The Lease Agreement provides for two (2), three (3) year extension options under the same terms and conditions. A "Termination by County" clause and the County's standard insurance and indemnity provisions are incorporated in the Lease Agreement.

The identified facility continues to provide Alisal Health Center operations with needed clinical and medical office space for patients and staff, and the monthly rent is considered cost-effective when compared to relocating or constructing a new facility in a similar facility in the East Alisal Community of Salinas. These spaces are vital for the Clinic's provision of services to the residents of the local community and neighboring areas.

OTHER AGENCY INVOLVEMENT:
The Department of Public Works, Facilities, and Parks (PWFP) assisted with the development of this report and proposed Lease Agreement. The Office of the County Counsel and the Auditor-Controller's Office have reviewed and approved the proposed Lease Agreement as to form and fiscal provisions, respectively.

FINANCING:
There is no financial impact to the General Fund resulting from the approval of the proposed Agreement. Sufficient funds are available in the Health Department, Clinic Services Bureau (4000-HEA007) FY 2025-26 Adopted Budget and provision for it will be made in the Department's Requested Budget for future years out.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This agreement will create easier access to healthcare for underserved populations in the community,

aligning with the Strategic Plan Goal of Well-Being and Quality of Life.

Mark a check next 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

Prepared by: Juanita Sanders, Management Analyst II, 755-5494
Reviewed by: Alfredo Belman, Project Manager I, 755-4830
Reviewed by: George Salcido, Real Property Specialist/PWFP, 755-4859
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Lease Agreement

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COUNTY OF MONTEREY

STANDARD LEASE AGREEMENT

LEASED PREMISES:	**559 E. Alisal Street, Suites 106, 107, 108 and 200, Salinas, California 93905**
DEPARTMENT:	**County of Monterey Health Department**
LESSOR:	**San Jose Ave Apartments LLC, c/o Khosrow Haghshenas 200 Lee Road, Watsonville, CA 95076**

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COUNTY OF MONTEREY
STANDARD LEASE AGREEMENT

PREAMBLE

THIS LEASE ("Lease") is made by and between **San Jose Ave Appartments LLC,** ("LESSOR") and the **COUNTY OF MONTEREY,** a political subdivision of the State of California ("LESSEE") (sometimes collectively referred to as "the parties"), for the Department of Health as of the last date opposite the respective signatures below, and effective as of the "Lease Commencement Date" as defined in ARTICLE 2, Section 2.1 "Lease Term", below. Following this series of amendments, Lease Agreement No. A-12690, originally dated April 29, 2015, subsequently amended on June 09, 2020, further amended on October 22, 2021, again amended on June 8th, 2023, and most recently amended on February 10, 2024, is hereby replaced by this LEASE and shall terminate on the effective date of this LEASE.

Whereas, the parties understand and agree that the following Lease Exhibits are attached and incorporated by this reference:

EXHIBIT A1	DESCRIPTION OF PREMISES
EXHIBIT A2	PARKING PLAN
EXHIBIT B	STATEMENT OF SEISMIC ADEQUACY
EXHIBIT B-1	EVIDENCE OF CONSTRUCTION
EXHIBIT C	AMORTIZED PREMISE IMPROVEMENT COSTS
EXHIBIT C-1	PREMISE IMPROVEMENT
EXHIBIT C-2	PREMISE IMPROVEMENT PLANS AND SPECIFICATIONS
EXHIBIT C-3	PREMISE IMPROVEMENT COSTS
EXHIBIT C-4	CONSTRUCTION SCHEDULE
EXHIBIT C-5	REMEDIATION CONTRACTOR SPECIFICATIONS
EXHIBIT C-6	COUNTY OF MONTEREY INFORMATION TECHNOLOGY CABLING STANDARDS
EXHIBIT D	SUMMARY OF SERVICES AND UTILITIES
EXHIBIT E	SUMMARY OF REPAIR AND MAINTENANCE RESPONSIBILITIES
EXHIBIT F	SERVICE CONTACT LIST
EXHIBIT G	CUSTODIAL SERVICE SPECIFICATIONS
EXHIBIT H	CALIFORNIA PROPOSITION 65 WARNING

LESSOR and LESSEE hereby agree as follows:

ARTICLE 1 - PREMISES

1.1 ***Description:*** LESSOR hereby leases to LESSEE and LESSEE hereby leases from LESSOR, upon the terms and conditions herein set forth, that certain real property and its appurtenances, situated at **559 East Alisal Street, Suites 106, 107, 108 and 200, Salinas, California 93905** (the "Building") and described as follows: Clinic and medical offices consisting of approximately 12,986 square feet of space (797 rentable square feet in Suite 106, 320 rentable square feet in 107, 905 rentable square feet in Suite 108, and 10,964 rentable square in Suite 200), as designated in **EXHIBIT A1– DESCRIPTION OF PREMISES - Current Basic Floor Plan**, attached and incorporated by this reference (hereinafter, "the Premises"). The term "rentable square feet" shall mean the "Rentable Area" of the Premises as calculated pursuant to the Building Owners and Managers Association International's Office Buildings: Standard Methods of Measurement (ANSI/BOMA Z65.1, 2010). The Premises constitutes one hundred percent (100%) of the total rentable space of the building.

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1.2 ***Common Areas:*** LESSEE shall also have the non-exclusive right to use at all times, in common with other tenants in the Building, any and all of the following areas which may be appurtenant to the Premises: Common entrances, lobbies, corridors, hallways, elevators, stairways and access ways, loading and unloading areas, visitor parking areas, ramps, drives, platforms, public rest rooms, common walkways and sidewalks necessary for access to the Premises.

1.3 ***Parking Areas:*** Parking facilities include both a parking garage and exterior parking. LESSEE shall have the exclusive right to use the parking garage except for three (3) parking spaces for LESSOR'S use on a "first come-first serve" basis. LESSEE shall have the non-exclusive right to use all other available parking on-site. Exclusive and nonexclusive parking areas to be further designated in **EXHIBIT A2 – PARKING PLAN**, which is attached and incorporated herein. LESSOR shall be responsible for security and proper ingress and egress of parking garage. At its sole cost and expense, LESSOR shall install and maintain such security systems and take all reasonable measures as are necessary to assure controlled access. Such systems or measures shall include, but not limited to the installation and maintenance of gates and/or other access control devices. The security system and controlled access to parking garage shall be subject to written approval of LESSEE. Such approval of security plans and controlled access to parking garage by LESSEE shall not be unreasonably withheld.

1.4 ***Compliance with the "Americans with Disabilities Act of 1990" (ADA):*** LESSOR shall ensure that the Premises are in compliance with the Americans with Disabilities Act of 1990 ("ADA"), as amended, and, if necessary, prior to the Commencement Date, shall modify the Premises to comply with the Act and the regulations promulgated to implement the ADA requirement.

1.5 ***Compliance with "No Smoking Law" (2003 Assembly Bill 846):*** LESSOR shall ensure that the Premises and the Common Areas are in compliance with Government Code Title 1, Division 7, Chapter 32 (commencing with Section 7596), as amended, and, if necessary, prior to the Commencement Date, shall modify the same to comply with the law and the regulations promulgated to implement 2003 Assembly Bill 846.

1.6 ***Statement of Seismic Adequacy***: Prior to the Lease Commencement Date specified in Section 2.1 below, LESSOR shall provide either; **1)** If the Premises are contained in a building constructed on or before December 31, 1972, or one of which has undergone major structural renovation since January 1, 1973, the LESSOR shall obtain a Statement of Seismic Adequacy for the Premises by a licensed structural engineer and it shall be attached to this Lease as **EXHIBIT B – STATEMENT OF SEISMIC ADEQUACY,** which is attached and incorporated herein by this reference. Or, **2)** If the Premises are contained in a building constructed on or after January 1, 1973, LESSOR shall provide LESSEE with official documentation evidencing the Construction Date from the respective Municipality's, or Political Subdivision's Building Department with jurisdiction over the Premises at the time of construction. If the Premises are contained in a building constructed on or after January 1, 1973, official documentation from said Municipality or Political Subdivision of the State of California shall be attached as **EXHIBIT B-1 – EVIDENCE OF CONSTRUCTION,** and incorporated by this reference. The Parties understand and agree that the Statement of Seismic Adequacy, or Evidence of Construction is a condition precedent to the occupancy of the Premises and that failure to obtain said Statement of Seismic Adequacy by a licensed structural engineer, or a functional equivalent by a licensed design professional acceptable to the County, prior to occupancy shall render this Lease null and void.

ARTICLE 2 - TERM

2.1 ***Lease Term:*** The term of this Lease (the "Lease Term") shall be ten (10) years, commencing on December 1st, 2025 or upon issuance of a certificate of occupancy from the City of Salinas and LESSEE'S final walk through and approval of all Premise Improvements, whichever is later, ("Lease Commencement

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Date"), and ending November 30, 2035 or Ten (10) years from Lease Commencement Date, whichever is later (the "Stated Expiration Date"), with such rights of termination and extension of the Lease Term as are hereinafter set forth. In the event that the Premise Improvements are not certified as complete within one-hundred twenty (120) days from the agreed-upon schedule for construction of Premise Improvements, County may terminate this agreement. Within thirty (30) days of the occurrence of the Lease Commencement Date, LESSEE and LESSOR shall execute a side letter agreement confirming the actual Lease Commencement Date and Stated Expiration Date for this Lease.

2.2 ***Extended Term:*** Upon completion of the initial Lease Term, the LESSEE may renew the Lease for two (2) additional **Three (3) year terms** ("First Extended Term"), and upon the expiration of the First Extended Term, the LESSEE may renew the Lease for a second additional **Three (3) year term** ("Second Extended Term"), in each case by giving LESSOR advance written notice of its intent to renew one hundred fifty (150) days prior to expiration of the initial Lease Term or First Extended Term, as applicable.

2.3 ***Monthly Rent Limit:*** LESSOR and LESSEE agree that the monthly rent of any extended term shall be no more than Ninety Five percent (95%) of the then current market "Gross Lease" rents for *similar office space* in the Salinas, California area. As it pertains to this Lease, "Gross Lease" shall mean that the LESSOR will be responsible to pay for the general maintenance and repair, elevator maintenance and repair, property taxes and assessments, insurances (Real Property and lessor's risk liability), utilities and Common Area expenses out of the monthly rent paid by the LESSEE for the Premises and LESSEE shall not pay any additional rent therefor. In the event that LESSOR and LESSEE are unable to agree upon the then current market Gross Lease rents for the Premises within thirty (30) days of LESSEE'S delivery of its intent to renew this Lease as described in ARTICLE 2.2, LESSOR and LESSEE shall submit the determination of the then current market Gross Lease rent to arbitration.

ARTICLE 3 - RENT

In consideration of the continuing right of use, quiet enjoyment and possession of the Premises, LESSEE shall pay to LESSOR as monthly rent for the Premises the initial sum of Thirty-four thousand one hundred sixty and 57/100 ($34,160.57) as it may be adjusted as provided in this Lease, "Monthly Rent"), payable on or before the first day of each month. Subject to the immediately following paragraph, LESSEE shall commence rental payments upon the Lease Commencement Date. If the Lease Commencement Date is other than the first day of a calendar month, then the Monthly Rent for that month shall be prorated on a daily basis, based on a thirty (30) day month. Monthly Rent shall be payable to LESSOR at the address specified in ARTICLE 6 or at such other address as LESSOR may from time to time designate in writing. Monthly Rent is inclusive of, among other things, LESSEE'S share of real estate taxes, assessments, insurances (Real Property and lessor's risk liability), and Monterey Regional Water Pollution Control Agency (MRWPCA) fee for the Premises. *Initial rent is computed as follow: Base rent of $2.25 per square foot per month for* clinic and medical offices, *plus a cost not to exceed $0.38 per square foot for amoritized Premise Improvement Allowance payment.*]

It is hereby agreed that the Monthly Rent stated above is subject to adjustment, as provided in this Lease, and that the cost of any Premise Improvements requested by LESSEE pursuant to ARTICLE 7.2 below, will be paid in accordance with **EXHIBIT C –PREMISE IMPROVEMENT COSTS** that will be attached to this Lease Agreement upon completion of such LESSEE requested Premise Improvements and incorporated by this reference.

ARTICLE 4 – ANNUAL RENT ADJUSTMENT

At the end of each Year during the initial Lease Term or any Extended Term, the Monthly Rent (excluding any amortized Premise Improvement payments pursuant to ARTICLE 7.2) shall be increased by the fixed amount of **two and one half (2.5%)** (so that, for example, the Monthly Rent payable during the second Lease

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Year shall be equal to **102.5%** of the Monthly Rent payable during the first Lease Year). A "Lease Year" shall mean each consecutive twelve-month (12-month) period during the initial Lease Term or Extended Term, as applicable; provided, however, that (a) the first Lease Year commences on the Lease Commencement Date as provided in ARTICLE 2, Section 2.1 above, or the first day of the Extended Term as provided in ARTICLE 2, Section 2.2 above, as applicable, and ends on the last day of the twelfth calendar month thereafter; (b) the second and each succeeding Lease Year commences on the first day of the next calendar month; and (c) the last Lease Year ends on the Stated Expiration Date as provided in Section 2.1 above, or the last day of the Extended Term as provided in Section 2.2 above, as applicable, or earlier date of termination.

Annual Rent Schedule
[To be added upon occupancy ("Lease Commencement Date)]

ARTICLE 5 - TERMINATION BY COUNTY

Notwithstanding any other provisions of this Lease, LESSEE, at its sole option, may terminate this Lease upon one hundred and eighty (180) days written notice, solely on the condition that funds have not been budgeted for leasing of the property described herein. Such termination shall be without penalty to LESSEE except as identified below. Such right of termination shall not be construed so as to permit LESSEE to terminate this Lease in order to lease other premises for a similar purpose within the City of Salinas. LESSEE represents that its intent is not to exercise its rights under this ARTICLE unless financial conditions prevent the Monterey County Board of Supervisors from budgeting funds for this Lease.

Notwithstanding the aforementioned, in the event LESSEE terminates this Lease pursuant to this section, LESSEE shall pay within sixty (60) days all unpaid Premise Improvement Allowance.

ARTICLE 6 - NOTICES

All notices or correspondence provided for herein shall be effective only when made in writing, personally delivered or deposited in the United States mail, sent certified, postage prepaid, and addressed as follows:

To LESSOR:	San Jose Apartments Ave. LLC. c/o Khosrow Hagshenas 200 Lee Road, Watsonville, California 95076 Phone: 831-724-6630 E-Mail: pvchevron200@att.net	To LESSEE:	County of Monterey Public Works, Facilities and Parks c/o Real Property Specialist 1441 Schilling Place, South Bldg.,2nd Floor Salinas, California 93901 Phone: 831-755-4859 Fax 831-755-4688 Email: salcidog@countyofmonterey.gov

And:

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County of Monterey
Health Department
Facilities Manager
1270 Natividad Rd.
Salinas, California 93906
Phone: 831-755-4513
leventonc@countyofmonterey.gov

Rent payments to LESSOR shall be made to (need not be sent certified) **San Jose Ave Apartments Ave. LLC.**, at the address listed above.

Any notice or correspondence shall be deemed delivered upon personal delivery or five (5) days after notice is mailed. Correspondence other than notices may be given by phone, regular mail, email or facsimile. Any correspondence sent by facsimile shall also be sent by United States mail if requested by either party. By written notice to the other, either party may change its own mailing address or correspondence information.

LESSOR or LESSOR'S designated property management company shall be available to LESSEE by phone during regular business hours, and for emergencies after hours and weekends. If applicable, LESSOR or LESSOR'S designated property management company shall subscribe to a 24-hour, 7 days a week emergency answering service that maintains contact phone numbers of key personnel or maintenance/service companies in the event of an emergency. **Emergency answering service phone number for LESSOR is 831-970-7570.**

LESSEE shall be available to LESSOR, by phone during regular business hours, and for emergencies after hours and on weekends. LESSEE shall subscribe to a 24-hour, 7 days a week emergency answering service that maintains contact phone numbers of key personnel or maintenance/service companies in the event of an emergency. **Emergency answering service phone number for LESSEE is 831-212-0378.**

If applicable, LESSOR'S designated property management company shall be vested with such power and authority as is reasonably necessary or incidental to the performance of this Lease and the accomplishment of its purpose.

ARTICLE 7 - PREMISE IMPROVEMENTS

7.1 ***Premise Improvements:*** If requested by LESSEE at any time during the Lease Term or any Extended Term, LESSOR shall construct improvements to and make installations in the Premises (collectively "Premise Improvements") in accordance with plans and specifications to be approved by LESSEE and LESSOR ("Plans and Specifications"), and in accordance with those provisions which describe construction, set forth in **EXHIBIT C-1 - PREMISE IMPROVEMENT, EXHIBIT C-2 – PREMISE IMPROVEMENT PLANS AND SPECIFICATIONS, EXHIBIT C-3 – PREMISE IMPROVEMENT COSTS, EXHIBIT C-4 – CONSTRUCTION SCHEDULE, EXHIBIT C-5 – REMEDIATION CONTRACTOR SPECIFICATIONS AND EXHIBIT C-6 – COUNTY OF MONTEREY INFORMATION TECHNOLOGY CABLING STANDARDS** attached and incorporated by this reference.

7.2 ***Cost of Premise Improvements:*** If requested by LESSEE at any time during the Lease Term or any Extended Term, LESSOR shall provide, as an allowance to LESSEE for Premise Improvements to be constructed by LESSOR, an amount up to, but which shall not exceed, **Five hundred ninety-eight thousand two hundred twenty-five and 00/100 dollars**, ($598,225.00) ("Premise Improvement Allowance"). The Premise Improvement Allowance is calculated as follows: Amortized Premise Improvement Costs of $455,380; Contingency costs of $142,845.

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Subject to the State constitutional debt limitation provisions, LESSEE shall have the option to reimburse LESSOR for the Premise Improvement Allowance within sixty (60) days of receipt from LESSOR, or request that LESSOR amortize the Premise Improvement Allowance at a rate of five and half percent **(5.5%)** over ten (10) year term. Said amortized amount shall be paid monthly, concurrently with the Monthly Rent hereunder, as compensation to LESSOR for the Premise Improvement Allowance and be paid in accordance with an amortized Premise Improvement cost schedule to be attached to this Lease as **EXHIBIT C-AMORTIZED PREMISE IMPROVEMENT COSTS.** Once the Premise Improvement Allowance has been completely amortized over the Lease Term or any Extended Term as indicated in **EXHIBIT C**, LESSEE'S obligation to pay such additional Allowance shall terminate.

Additionally, LESSEE shall have the option to reimburse LESSOR with a one-time lump sum payment for contingency costs. Subject to the State and constitutional debt limitations provisions, LESSEE shall reimburse LESSOR for the contingency costs within sixty (60) days upon Premise Improvement completion, subject to approval of the Health Department Facilities Manager. Contingency funds shall be used only upon the mutual written agreement of the LESSOR and LESSEE and shall be applied to address unforeseen conditions or circumstances arising from improvements to the Premises.

No furniture or equipment items/cost shall be included in the Premise Improvement Allowance. LESSOR and LESSEE shall agree upon all Premise Improvement costs (presented in itemized format) and the construction schedule for the Premise Improvements (presented in an itemized and sequential format) prior to commencement of construction of the Premise Improvements. Premise Improvement costs shall include costs associated with architectural, engineering, building permits and fees, inspections and signage.

7.3 ***Premise Improvement Warranties***: LESSOR warrants to LESSEE that all materials and equipment furnished by LESSOR in its improvement of the Premises shall be new unless otherwise specified in the Plans and Specifications, and that all of LESSOR'S work to be performed under the Plans and Specifications shall be of good and workmanlike quality, free from faults and defects, and in accordance with the final requirements of **EXHIBIT C-1 - PREMISE IMPROVEMENT PLANS AND SPECIFICATIONS**. Any of LESSOR'S work not conforming to the above standards shall be considered defective.

For one (1) year after the date of substantial completion of Premise Improvements, LESSOR shall, following written notice from LESSEE, promptly, unconditionally and at LESSOR'S sole cost and expense, make any repair, replacement, correction or other alteration of any nature necessary by virtue of any defective construction of the Premises or defective materials used therein. Thereafter, LESSOR shall promptly make or cause to be made all repairs, replacements, corrections or alterations, at no expense to LESSEE, to correct latent defects in the Premises.

ARTICLE 8 - NOTICE OF COMPLETION

If applicable, LESSOR will ensure that a properly prepared Notice of Completion is filed with the County Clerk-Recorder's Office on all construction and remodeling work performed as a result of this Lease. The Notice of Completion form is to be filed within ten (10) working days after the LESSOR and the LESSEE have concurred that the construction is complete. LESSOR shall forward a copy of the recorded Notice of Completion to LESSEE within five (5) days of recordation.

ARTICLE 9 - PUBLIC WORKS LAWS

Pursuant to California Labor Code Section 1720.2, any construction work done under private contract to improve the space to be leased by the County of Monterey for government services may be considered a 'public work' when all of the following conditions exist: a) The construction contract is between private

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persons. (b) The property subject to the construction contract is privately owned, but upon completion of the construction work, more than 50 percent of the assignable square feet of the property is leased to the state or a political subdivision for its use. (c) Either of the following conditions exists: (1) the lease agreement between the lessor and the state or political subdivision, as lessee, was entered into prior to the construction contract. (2) The construction work is performed according to plans, specifications, or criteria furnished by the state or political subdivision, and the lease agreement between the lessor and the state or political subdivision, as lessee, is entered into during, or upon completion of, the construction work.

If applicable, LESSOR shall comply with provisions of law governing public works including, without limitation, California Labor Code Sections 1773, 1773.2, 1773.3, 1773.8, 1775 (payment of prevailing wages), 1776 (payroll records), and 1777.5 (employment of apprentices) as may be amended from time to time.

ARTICLE 10 - TIME LIMIT AND PRIOR TENANCY

It shall be LESSOR'S responsibility to remove any prior LESSEE in the Premises at LESSOR'S sole cost and expense.

ARTICLE 11 - USE

11.1 ***Use:*** LESSEE shall use the Premises for **clinic and medical office** purposes and for no other purpose without first having obtained LESSOR'S advanced written consent.

11.2 ***Compliance with Laws:*** LESSOR represents and warrants to LESSEE that, to the best of LESSOR'S knowledge, the construction (including all LESSOR-constructed Premise Improvements), the current and proposed uses, and the operation of the Premises and the Common Areas are in full compliance with applicable building and seismic codes, environmental, zoning and land use laws, and other applicable local, state and federal laws, regulations and ordinances. LESSOR absolves LESSEE of legal or other responsibility for any code violations or other deviations from applicable local, state and federal laws, regulations and ordinances as may be listed above. Said absolution excludes LESSEE installed improvements to the Premises such as phone/data cabling, support equipment, trade fixtures, and any other equipment installed by LESSEE and used to meet LESSEE'S operational needs.

11.3 ***Hazardous Substances:*** LESSEE shall have no liability or responsibility for toxic or hazardous materials or substances in existence on the Premises or which result from LESSOR'S acts or omissions or which occur on any portion of LESSOR'S property not occupied by LESSEE, in each case unless, and only to the extent, caused by LESSEE. LESSOR will comply with all applicable laws concerning the handling and removal of any hazardous materials, including asbestos or polychlorinated biphenyl (PCB) containing materials. LESSOR warrants, to the best of LESSOR'S actual knowledge, that at the time of execution of this Lease, there are no known areas on LESSOR'S property where hazardous or toxic materials or substances (including asbestos or PCBs) have been used, stored, or deposited. Nothing in this Lease shall be taken as LESSEE'S assumption of any duty or liability not otherwise imposed by law.

11.4 ***Environmental Hazards – Remediation Contractor Specifications:*** LESSOR hereby warrants and guarantees that the Premises and Common Areas will be maintained free of all Environmental Hazards (including hazards related to asbestos, leads, toxic mold spores or PCBs) and agrees to survey, test, and abate as applicable and in accordance with Environmental Protection Agency ("EPA") guidelines. A qualified industrial hygienist approved by LESSOR and LESSEE shall perform all testing and development of an abatement work plan as deemed necessary, with the test results/reports/plans forwarded to LESSOR and LESSEE upon completion. LESSOR further agrees to contract with a qualified remediation contractor to provide remediation services as specified in **EXHIBIT C-5** –

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REMEDIATION CONTRACTOR SPECIFICATIONS on an as needed basis. LESSOR specifically agrees that any costs related to abatement of Environmental Hazards shall be the LESSOR'S responsibility unless, and only to the extent, caused by LESSEE, its agents, employees, invitees or guests.

LESSEE shall immediately notify LESSOR of any suspected appearance of toxic mold spores and of any conditions (such as excessive moisture) that may lead to the appearance of toxic mold spores, and LESSOR agrees to investigate same.

LESSEE may request that LESSOR hire a qualified industrial hygienist, approved by LESSOR and LESSEE, to perform indoor air quality testing/surveying for the Premises and the Common Areas of the building as described in **Article 1.2** with the understanding that if test results reveal that unacceptable levels (as determined by EPA guidelines) of Environmental Hazards are not present, LESSEE will reimburse LESSOR the cost of the testing within thirty (30) day of receipt of the County Auditor-Controller's receipt of a County approved invoice from LESSOR. By providing for and requesting air quality testing, LESSOR'S duties and obligations are not diminished and LESSEE does not assume or agree to share in LESSOR'S duties and obligations in respect of maintenance of the Premises.

ARTICLE 12 - SIGNS AND FIXTURES

LESSEE may place such signs and advertisements upon the Premises as LESSEE may desire, subject to compliance with applicable law and approval by the LESSOR which consent shall not be unreasonably withheld provided, however, that at the expiration of the term hereof or any renewal or extension of this Lease, LESSEE will remove said signs and will repair any damage caused by such removal, such repair shall be reasonably determined at the sole discretion of LESSOR. Any trade fixtures, equipment, furniture, demountable walls, and other movable personal property installed in the Premises by and at the expense of the LESSEE shall remain the property of the LESSEE, and the LESSOR agrees that the LESSEE shall have the right at any time, and from time to time, to remove any and all of its trade fixtures, equipment and other movable personal property which it may have stored or installed in the Premises, provided that LESSEE repairs any damage caused by such removal, such repair shall be reasonably determined at the sole discretion of LESSOR. The LESSOR agrees not to mortgage or pledge the LESSEE'S trade fixtures, equipment and other property.

ARTICLE 13 - SERVICES AND UTILITIES

Services and utilities for the Premises shall be furnished and the cost borne as outlined in **EXHIBIT D – SUMMARY OF SERVICES AND UTILITIES** attached and incorporated by this reference. In the event of failure by LESSOR to furnish, in a satisfactory manner, any of the services and utilities to the Premises for which LESSOR is responsible or to the Common Areas, LESSEE may furnish the same if LESSOR has not undertaken to correct such failure within fifteen (15) days after written notice, and, in addition to any other remedy LESSEE may have, LESSEE may deduct the amount thereof, including LESSEE'S service costs, from rent or other remuneration due LESSOR hereunder. As stated in **EXHIBIT D**, the term "adequate" shall mean sufficient enough to ensure the health, safety and general well-being of the occupants or invitees of the Premises; the term "deemed necessary" shall mean that LESSOR and LESSEE are in agreement that appropriate action needs to be taken to ensure the health, safety and general well-being of the occupants and or invitees of the Premises.

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ARTICLE 14 - REPAIR AND MAINTENANCE

14.1 ***LESSOR and LESSEE Obligations:*** The respective repair and maintenance responsibilities of LESSOR and LESSEE are set forth in **EXHIBIT E – SUMMARY OF REPAIR AND MAINTENANCE RESPONSIBILITIES,** attached and incorporated by this reference. As stated in **EXHIBIT E**, the term "deemed necessary" shall mean that LESSOR and LESSEE are in agreement that appropriate action needs to be taken to ensure the health, safety and general well-being of the occupants and or invitees of the Premises.

14.2 ***Negligent Acts or Omissions of LESSEE:*** Notwithstanding the foregoing, LESSEE will pay to LESSOR the reasonable cost of any repairs or maintenance as a direct result of the negligence or willful misconduct of LESSEE, its agents, employees, invitees or guests. Negligent acts or omissions shall include, but not be limited to, acts of vandalism, lack of cleanliness, and any other negligent act or omission that may be reasonably interpreted and agreed upon by mutual agreement between LESSOR and LESSEE.

14.3 ***Failure of LESSOR to Make Repairs:*** If LESSOR fails to maintain the Premises or to make the repairs required in this ARTICLE within the time periods as specified in ARTICLE 23.1, LESSEE may perform such maintenance or make such repairs at its expense and deduct the reasonable cost thereof from the rent due hereunder.

LESSOR agrees to perform all emergency repairs involving the Premises and the Common Areas with the utmost urgency. An emergency repair is a repair that is necessary in order to protect health and safety of persons or public property or to save the building's integrity. LESSEE agrees to make a diligent effort to contact LESSOR before it uses responsible judgment to contact the appropriate vendor identified in **EXHIBIT F – SERVICE CONTACT LIST** attached hereto and incorporated by this reference, to perform emergency repair to protect health and safety of persons or public property or to save the building's integrity.

14.4 ***LESSOR/LESSEE Obligations in Applying Noxious Substances:*** LESSOR, its officers, employees, and agents shall not apply or install any substance as part of any building construction, remodel, renovation, maintenance or repair which would cause an injurious, unsafe or hazardous condition to occupied spaces without prior notification of the LESSEE. Prior notification and approval shall be made at least forty eight (48) hours prior to the desired application or installation time to the LESSEE as identified under ARTICLE 6. Also, a Product Safety Data Sheet shall be furnished by the proposed applicator or installer to the LESSEE. Examples of such substances or materials may include, but are not limited to, the following:

a. Termite Control Materials
b. Pesticides
c. Paint (excluding routine minor touch up in the common areas)
d. Water Treatment Chemicals
e. Carpeting, Pressed Wood Products, Insulation, Plastics and Glues
f. Texture and Joint Compounds
g. Roofing Material
h. Construction Cleaning Solutions
i. Any other substance that is or could be construed as hazardous (excluding common janitorial cleaning supplies)

In the event of any building construction, remodel, renovation, maintenance or repair to the Premises or other areas to the building which the Premises is a part of, LESSOR, to the best of LESSOR'S ability, shall exercise precautionary and protective measures to ensure the health, safety and

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general wellbeing of the occupants and or invitees of the Premises. Examples of precautionary and protective measures may include, but may not be limited to:

a. Isolating or disconnecting heating ventilation and air-conditioning (HVAC) systems.
b. Performing work on the weekends and/or outside normal business hours.
c. Installing appropriate plastic containment systems for egress and egress to and from the building construction, remodel, renovation, maintenance or repair area.
d. Using a HEPA vacuum to clean up dust and debris from the Premises after work is done.
e. Compliance with U.S. Department of Labor, Occupational Safety and Health Administration (OSHA) and State of California, Department of Industrial Relations, Division of Occupational Safety and Health (Cal/OSHA) regulations.

No activities shall be taken (or failed to be taken) that would violate any Federal or Cal Occupational Safety and Health Administration (OSHA) standards.

ARTICLE 15 - SERVICE COMPANIES

Within ten (10) days after occupancy of the Premises by LESSEE, LESSOR shall give LESSEE a list (see **EXHIBIT F**) of the names, addresses and telephone numbers of any agencies or persons convenient to LESSEE as a local source of service with regard to LESSOR'S responsibilities under **EXHIBIT D** and **EXHIBIT E** of this Lease. If LESSOR fails to provide such list, LESSEE may choose service companies as needed and without penalty from LESSOR and shall have the right to offset the cost of such services as provided in ARTICLE 14.3.

ARTICLE 16 - ALTERATIONS, MECHANICS' LIENS

16.1 ***Alterations:*** Except for the Premise Improvements, no alterations or improvements shall be made to the Premises by LESSEE or at LESSEE'S request without the prior written consent of LESSOR, which consent shall not be unreasonably withheld.

16.2 ***Condition at Termination:*** Upon termination of this Lease, LESSEE shall return the Premises in the same condition as when delivered to LESSEE, reasonable wear and tear, and damage by casualty or condemnation, and alterations approved by LESSOR excepted.

16.3 ***Mechanic's Liens:*** LESSOR and LESSEE shall keep the Premises free from any liens arising out of any work performed by, materials furnished to, or obligations incurred by such party.

ARTICLE 17 - ASSIGNMENT AND SUBLETTING

LESSEE shall not assign or sublet all or any portion of the Premises without the prior written consent of LESSOR, which consent shall not be unreasonably withheld. Subletting shall be subject to use or uses stated in **Article 11.**

ARTICLE 18 - ENTRY BY LESSOR

LESSEE shall permit LESSOR and LESSOR'S agents to enter the Premises, with reasonable advance notice (except in the case of emergency that threatens the integrity of the building), provided such entry is made in a reasonable manner and does not unreasonably interfere with the conduct of LESSEE'S business. Such entry shall also be done in accordance with ARTICLE 30.7 of this Lease. In effecting any entry into the Premises,

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LESSOR and its agents shall exercise all possible care to preserve and maintain the confidentiality of any records and information, consistent with state and federal privacy laws relating to private and medical information, and including protection of the privacy of clients and patients.

ARTICLE 19 - INSURANCE AND INDEMNIFICATION

LESSEE, during the term hereof, shall indemnify and hold harmless the LESSOR from and against any and all claims and demands whether for injuries to persons or loss of life, or damage to property, occurring within the Premises and to the extent arising out of the use of the Premises by the LESSEE, excepting however, such claims and demands whether for injuries to persons or loss of life, or damage to property, caused by acts or omissions of the LESSOR.

LESSEE shall maintain public liability and property damage coverage or program of self-insurance with liability limits of not less than $2,000,000 for injury or death to one (1) or more persons and property damage limits of not less than $100,000 per occurrence insuring against all liability of LESSEE and its authorized representatives arising out of and in connection with LESSEE'S use or occupancy of the Premises.

LESSOR, during the term hereof, shall indemnify, defend and hold harmless the LESSEE from and against any and all claims and demands whether for injuries to persons or loss of life, or damage to property, to the extent arising out of acts or omissions of the LESSOR, excepting however, such claims and demands whether for injuries to persons or loss of life, or damage to property, to the extent caused by acts or omissions of the LESSEE.

LESSOR agrees that it will keep insured against loss or damage by fire, at full replacement value, the Building, which insurance shall be, at a minimum, comparable to the coverage and amounts of insurance that are carried by reasonably prudent landlords of comparable buildings in the City of Salinas.

ARTICLE 20 – CONFIDENTIALITY OF LESSEE'S SERVICES/CLIENTS

LESSOR recognizes and understands that LESSEE'S services, identity of clients, and records relate to a confidential relationship between the LESSEE and its clients, and LESSOR agrees that, in its interaction with LESSEE, its clients and records, whether through itself, its employees, or its agents, it will maintain such confidences as might become available to it and not release or divulge such confidential identities, information, or records; provided that all such confidential items are maintained in a locked environment and that any confidential items are shredded prior to disposing of them in trash receptacles. **LESSOR and LESSEE shall consider the entire Premises a locked environment.** LESSOR and its agents shall exercise all possible care to preserve and maintain the confidentiality of any records and information, consistent with state and federal privacy laws relating to private and medical information. This includes protection of the identity of patients, clients, and users of the Premises.

ARTICLE 21 - DESTRUCTION

If the Premises are totally destroyed by fire or other casualty, either party may terminate this Lease immediately by giving notice to the other party.

If such casualty shall render ten percent (10%) or less of the rentable area of the Premises unusable for the purpose intended, LESSOR shall effect restoration of the Premises as quickly as is reasonably possible, but in any event restoration shall begin within thirty (30) days after such destruction.

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If such casualty shall render more than ten percent (10%) of such floor space unusable but not constitute total destruction, LESSOR shall forthwith give notice to LESSEE of the specific number of days required to repair the same. If LESSOR under such circumstances shall not give such notice within fifteen (15) calendar days after such destruction, or if such notice shall specify that such repairs will require more than ninety (90) days to complete from the date such notice is given, LESSEE, in either such event, at its option, may terminate this Lease.

In the event of any such destruction other than total, where LESSEE has not terminated the Lease as herein provided, LESSOR shall diligently prosecute the repair of the Premises and, in any event, if said repairs are not completed within thirty (30) calendar days from the work commencement date, for destruction aggregating ten percent (10%) or less of the floor space, or within the thirty (30) calendar day period specified herein in connection with partial destruction aggregating more than ten percent (10%), LESSEE shall have the option to terminate this Lease. LESSEE shall assist LESSOR with obtaining all applicable building permits if necessary.

LESSOR and LESSEE understand that, in normal circumstances, work cannot commence before a building permit is obtained. Time deadlines set forth herein shall not commence before required permits are issued. LESSOR warrants to diligently pursue issuance of said permits.

If LESSEE remains in occupancy of the Premises though partially destroyed, the rent for said Premises as herein provided, during restoration, shall be reduced by the same ratio as the rentable square feet LESSEE is thus precluded from occupying, bears to the total rentable square feet in the Premises. For purposes of this ARTICLE 21, "rentable square feet" shall mean actual inside dimensions and shall not include public areas.

ARTICLE 22 - DEFAULT BY LESSEE

22.1 ***Default:*** If any of the following events occur, each such event shall constitute a material breach of this Lease, and LESSOR may, at LESSOR'S option, exercise any or all rights available to a LESSOR under the laws of the State of California:

a. A default in the payment of rent or other obligation when such default continues for a period of thirty (30) days after written notice from LESSOR to LESSEE of such default, or
b. LESSEE fails to faithfully perform or observe any other covenant or undertaking required under this Lease and such failure continues for a period of thirty (30) days after written notice thereof from LESSOR to LESSEE of such default or, if such default is not reasonably curable within such thirty (30) day period, LESSEE fails to commence to cure such default within such thirty (30) day period and thereafter diligently pursues such cure to completion . LESSOR'S obligation to provide written notice to LESSEE of a default by LESSEE is limited to those instances where knowledge of LESSEE'S default is within the actual knowledge of LESSOR, or
c. LESSEE is adjudicated bankrupt, or
d. LESSEE'S lease interest is sold under execution of judgment.

22.2 ***Remedies:*** If LESSEE fails to cure a default within the time frames outlined above, LESSOR shall have the option to cure the default, if curable, or to terminate this Lease, in addition to any other remedies at law not inconsistent herewith. Should LESSOR elect to cure the default, all reasonable costs associated with such cure, including reasonable attorneys' fees incurred and awarded as a result of any legal action or proceeding brought to enforce or interpret this Lease Agreement (if any), shall be reimbursed by LESSEE to LESSOR, as additional rent, within thirty (30) days of the County Auditor-Controller's receipt of LESSOR'S County approved invoice for said costs which shall be accompanied by County approved

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invoices and receipts to document LESSOR'S cost to cure said default, and by any Court Order awarding reasonable attorney's fees incurred to cure said default.

ARTICLE 23 - DEFAULT BY LESSOR

23.1 ***Default:*** LESSOR shall not be in default unless LESSOR fails to perform its obligations under this Lease within a reasonable time, but in no event later than thirty (30) days after written notice by LESSEE to LESSOR specifying wherein LESSOR has failed to perform such obligations. If the nature of LESSOR'S obligation is such that more than thirty (30) days are required for performance, then LESSOR shall not be in default if LESSOR commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. LESSEE'S obligation to provide written notice to LESSOR of a default by LESSOR is limited to those instances where knowledge of LESSOR'S default is within the actual knowledge of LESSEE.

23.2 ***Remedies:*** If LESSOR fails to cure a prospective default within the time periods outlined above, LESSEE shall have the option to cure the default or to terminate this Lease, in addition to any other remedies at law not inconsistent herewith. Should LESSEE elect to cure the default, all reasonable costs associated with such cure, including reasonable attorneys' fees incurred and awarded as a result of any legal action or proceeding brought to enforce or interpret this Lease Agreement (if any), shall be reimbursed by LESSOR to LESSEE within thirty (30) days of receipt of LESSEE'S invoice for said costs which shall be accompanied by invoice and receipts to document LESSEE'S cost to cure said default, and by any Court Order awarding reasonable attorney's fees incurred to cure said default. However, upon LESSOR'S failure to so reimburse LESSEE within thirty (30) days of receipt of LESSEE'S invoice for said costs, at LESSEE'S option, said costs shall be deducted from rent due hereunder. If LESSOR'S default hereunder prevents LESSEE'S use of the Premises, there shall be an abatement of rental payments for the period of such non-use.

ARTICLE 24 - CONDEMNATION

If more than ten percent (10%) of the floor space area of the Premises is taken or condemned for a public or quasi-public use, or the part taken renders the entire Premises insufficient for the conduct of LESSEE'S business and operations, then this Lease shall terminate at the option of LESSEE as of the date title shall vest in the condemner. If only part of the Premises is taken and the remainder of the Premises is sufficient for the conduct of LESSEE'S business and operations, then LESSOR shall restore the Premises to a single architectural unit and the Lease shall continue as to the part not taken, but the monthly rent shall be reduced in proportion that the rentable area of the Premises taken bears to the rentable area of the Premises before the taking.

ARTICLE 25 - HOLDING OVER

If LESSEE remains in possession of the Premises after the Lease Term or any Extended Term, this Lease shall automatically be extended on a two month-to-two month basis at the monthly rent applicable to the last month of the Lease Term or Extended Term, subject to termination upon Ninety (90) days written notice by either party. All other terms and conditions shall remain in full force and effect.

ARTICLE 26 - WAIVER

Any waiver of any term or condition of this Lease must be in writing and signed by LESSEE and LESSOR. The waiver by LESSOR or LESSEE of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition, nor shall either party consent to any breach of any

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term, covenant or condition, nor shall either party be deemed to constitute or imply its consent to any subsequent breach of the same or other term, covenant or condition herein contained.

ARTICLE 27 - QUIET POSSESSION

LESSEE shall at all times during the term of this Lease peaceably and quietly have, hold and enjoy the Premises, without suit, trouble or hindrance from LESSOR or any person claiming under LESSOR, subject to the terms of this Lease. LESSOR, to the best of LESSOR'S ability, shall also be responsible for ensuring that all other tenants in the building or complex do not interfere with the quiet enjoyment of the LESSEE.

ARTICLE 28 - SUBORDINATION

This Lease shall be subject and subordinated to the lien of any mortgages and deeds of trust which are hereafter placed against the LESSOR'S interest or estate in the property provided that the mortgagor or beneficiary under such mortgage or deed of trust shall agree in writing that, in the event of a foreclosure of same or of any other such action or proceeding for the enforcement thereof, or of any sale thereunder, this Lease shall not be barred, terminated, cut off, or foreclosed, nor will the rights and possession of LESSEE hereunder be disturbed if LESSEE shall not then be in default under the terms of this Lease, and LESSEE shall attorn to the purchaser at such foreclosure, sale or other action or proceeding. The foregoing subordination shall be effective without the necessity of having any further instruments executed by LESSEE, but LESSEE shall nonetheless execute, upon demand, such further instruments evidencing such subordination as may be reasonably requested by LESSOR or any mortgagee or beneficiary.

ARTICLE 29 - ESTOPPEL CERTIFICATE

Within thirty (30) days of written notice by one party to the other, each will execute, acknowledge and deliver to the other an estoppel certificate in writing declaring any modifications, defaults or advance payments and whether the lease, as may be modified, is in full force and effect. Any such certificate may be conclusively relied upon for the intended transaction for which the statement was requested.

ARTICLE 30 - MISCELLANEOUS PROVISIONS

30.1 ***Amendment:*** This Lease may be amended or modified only by an instrument in writing signed by LESSEE and LESSOR.

30.2 ***Time is of the Essence:*** Time is of the essence of in each and all of the provisions of this Lease.

30.3 ***Binding Effect:*** Subject to any provision hereof restricting assignment or subletting by LESSEE, this Lease shall bind the parties, their personal representatives, successors, and assigns.

30.4 ***Invalidity:*** The invalidity of any provision of this Lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

30.5 ***Authority:*** Any individual executing this lease on behalf of LESSEE or LESSOR represents and warrants hereby that he or she has the requisite authority to enter into this Lease on behalf of such party and bind the party to the terms and conditions of this Lease.

30.6 ***Interpretation of Conflicting Provisions:*** In the event of any conflict or inconsistency between the provisions of this Lease and the provisions of any addendum or exhibit attached hereto, the provisions of this Lease shall prevail and control.

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30.7 ***Successors and Assigns:*** This Lease and the rights, privileges, duties, and obligations of LESSEE and LESSOR under this lease, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successor, permitted assigns, and heirs.

30.8 ***Headings***: The headings in this lease are for convenience only and shall not be used to interpret the terms of this Lease.

30.9 ***Governing Law:*** This Lease shall be governed by and interpreted under the laws of the State of California.

30.10 ***Construction of Lease:*** LESSEE and LESSOR agree that each party has fully participated in the review and revision of this Lease 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 lease or any amendment to this Lease.

30.11 ***Counterparts:*** This Lease may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one (1) and the same Lease.

30.12 ***Integration:*** This Lease, including the exhibits and addenda, represents the entire agreement between LESSEE and LESSOR with respect to the subject matter of this Lease and shall supersede all prior negotiations, representations or agreements, either written or oral, between LESSEE and LESSOR as of the effective date of this Lease, which is the date that LESSEE signs this Lease.

30.13 ***Incorporation of Recitals***: The parties understand and agree that the preamble and recitals above are hereby incorporated into this Lease.

30.14 ***Consent to Use Electronic Signatures:*** The Parties to this Lease consent to the use of electronic signatures via DocuSign to execute this Lease. 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 Lease hereby authenticate and execute this Lease, and any and all Exhibits to this Lease, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF) which may be delivered by mail, E-Mail, or Facsimile.

ARTICLE 31 - MAJOR APPLIANCES

Installation of major appliances such as vending machines, refrigerators, stoves, etc., must be approved by LESSOR prior to installation. The LESSOR will grant installation approval for new appliances only. Such approval shall not be unreasonably withheld. No Vending machines shall be placed around the exterior of the building, without the mutual written consent of the parties.

ARTICLE 32 – PROPERTY TAX EXEMPTION

LESSOR, at no cost to the LESSOR, will cooperate with LESSEE and do all acts reasonably necessary and appropriate to secure and maintain tax exemption of the Premises pursuant to ARTICLE XIII, Section 3 of the California Constitution. LESSOR will apply the amount of any reduction of tax resulting from such exemption either in the form of a cash payment or of rental credit to LESSEE as soon as possible after LESSOR receives the benefit of tax exemption.

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If such tax exemption of the Premises is granted for a fiscal year which is, in whole or in part, after the date of expiration or earlier termination date of this Lease, then, with respect to that portion of such fiscal year which is after the expiration of the term of this Lease, LESSOR will pay LESSEE the amount of such reduction of tax in cash, in accordance with directions from the Monterey County Assessor's Office.

ARTICLE 33 - PUBLIC TRANSPORTATION

LESSOR and LESSEE shall cooperate to make public transportation (bus service) available to the site in which the Premises are a part of. The service level of this public transportation will be sufficient to service the employees who will work at the site as well as LESSEE'S clients and customers who need access by public conveyance to and from the site.

ARTICLE 34 – ALTERNATE ENERGY

LESSOR and LESSEE agree to work together to explore options to install solar and/or other alternate energy options and enhancements to the Premises. In the event any alternate energy enhancement creates a tax deduction, PG&E rebate or any other form of monetary credit to LESSOR, LESSOR further agrees to pass to LESSEE said monetary credit to defray LESSEE'S operational cost for the Premises as identified in **EXHIBIT D - SUMMARY OF SERVICES AND UTILITIES** and **EXHIBIT E - SUMMARY OF REPAIR AND MAINTENANCE RESPONSIBILITIES** of this Lease. In the event that LESSOR shall install any eco-friendly upgrade, including but not limited to, programs financed by PG&E or other third parties, any credit paid to such third parties pursuant to a financing arrangement shall not be classified as a monetary credit.

ARTICLE 35 – CUSTODIAL SERVICE SPECIFICATIONS

Custodial Service Specifications for the Premises shall be furnished and the cost borne as outlined in **EXHIBIT G – CUSTODIAL SERVICE SPECIFICATIONS** attached and incorporated by this reference. In the event of failure by LESSOR to furnish, in a satisfactory manner, any of the service specifications for the Premises for which LESSOR is responsible or to the Common Areas, LESSEE may furnish the same if LESSOR has not undertaken to correct such failure within fifteen (15) days after written notice, and, in addition to any other remedy LESSEE may have, LESSEE may deduct the amount thereof, including LESSEE'S service costs, from rent or other remuneration due LESSOR hereunder. In the event of failure by LESSEE to furnish, in a satisfactory manner, any of the service specifications for the Premises for which LESSEE is responsible, LESSOR may furnish the same if LESSSEE has not undertaken to correct such failure within fifteen (15) days after written notice, and, in addition to any other remedy LESSOR may have, LESSEE shall reimburse LESSOR within thirty (30) days of the date an approved invoice, approved by the Health Department – Facilities Manager, is submitted to the Auditor-Controller's Office, including LESSOR'S service costs or other remuneration due LESSOR hereunder. The term "adequate" shall mean sufficient enough to ensure the health, safety and general well-being of the occupants or invitees of the Premises; the term "deemed necessary" shall mean that LESSOR and LESSEE are in agreement that appropriate action needs to be taken to ensure the health, safety and general well-being of the occupants and or invitees of the Premises.

ARTICLE 36 - PROPOSITION 65 WARNING

If applicable to the Premises which are the subject of this Lease, LESSOR AND LESSEE agree to post the **CALIFORNIA PROPOSITION 65 WARNING** on the Premises in substantially the same form as follows set forth in **EXHIBIT H - CALIFORNIA PROPOSITION 65 WARNING** attached and incorporated by this reference.

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ARTICLE 37 – LESSOR'S STATEMENT REGARGING DISABILITY ACCESS & CERTIFIED ACCESS SPECIALIST INSPECTION (CASp) REPORT

Pursuant to California Civil Code Section 1938 (a), LESSOR represents that the Premises [ ] has [X] has not undergone inspection by a Certified Access Specialist (CASp).

Pursuant to California Civil Code Section 1938 (b), if the Premises has undergone inspection by a CASp, and to the best of LESSOR'S knowledge, there have been no modifications or alterations completed or commenced between the date of the inspection and the date of execution of the Lease Agreement which have impacted the subject premises' compliance with construction related accessibility standards, LESSOR shall provide, prior to execution of the Lease Agreement, a copy of any report prepared by the CASp with an agreement from LESSEE that information in the report shall remain confidential, except as necessary for the LESSEE to complete repairs and corrections of violations of construction related accessibility standards that the LESSEE agrees to make.
Pursuant to California Civil Code Section 1938 (c), making any repairs or modifications necessary to correct violations of construction related accessibility standards that are noted in a CASp report is presumed to be the responsibility of the LESSOR, unless otherwise mutually agreed upon by LESSOR and LESSEE. LESSEE shall have the opportunity to review any CASp report prior to execution of the Lease. If the report is not provided to the LESSEE at least 48 hours prior to execution of the Lease Agreement, LESSEE shall have the right to rescind the Lease, based upon the information contained in the report, for 72 hours after execution of the Lease Agreement.

Pursuant to California Civil Code Section 1938 (d), if the Premises have been issued an inspection report by a CASp, as described in paragraph (1) of subdivision (a) of Section 55.53, indicating that it meets applicable standards, as defined in paragraph (4) of subdivision (a) of Section 55.52, LESSOR shall provide a copy of the current disability access inspection certificate and any inspection report to LESSEE not already provided pursuant to subdivision (b) within seven (7) days of the date of the execution of the Lease Agreement.

Pursuant to California Civil Code Section 1938 (e), if the Premises have not been issued a disability access inspection certificate, as described in subdivision (e) of Section 55.53, LESSOR shall state the following on the Lease Agreement:

> A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

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IN WITNESS WHEREOF, the LESSOR and LESSEE have executed this Lease on the date set forth beneath their respective signatures below.

LESSEE: (County of Monterey)

By: _____

Title:

Date: _____

APPROVED AS TO FORM & LEGALITY: (Office of the County Counsel)

Signed by:
By: Mary Grace Perry
Mary Grace Perry

Title: Deputy County Counsel

Date: 10/7/2025 | 1:39 PM PDT

APPROVED AS TO FISCAL PROVISIONS: (County Auditor/Controller)

DocuSigned by:
By: Patricia Ruiz
Name: Patricia Ruiz

Title: [Assistant] Auditor Controller
Auditor Controller Analyst I
Date: 10/8/2025 | 8:17 AM PDT

APPROVED AS TO LIABILITY PROVISIONS: (County Risk Management)[1]

DocuSigned by:
By: David Bolton
Name: David Bolton

Title: Risk Manager

Date: 10/7/2025 | 1:17 PM PDT

LESSOR: San Jose Ave Apartments LLC.

By: _____

Name: Khosrow Hagshenas

Title: GENERAL PARTNER Manager/owner

Date: 10/6/25

By: _____

Name: _____

Title: _____

Date: _____

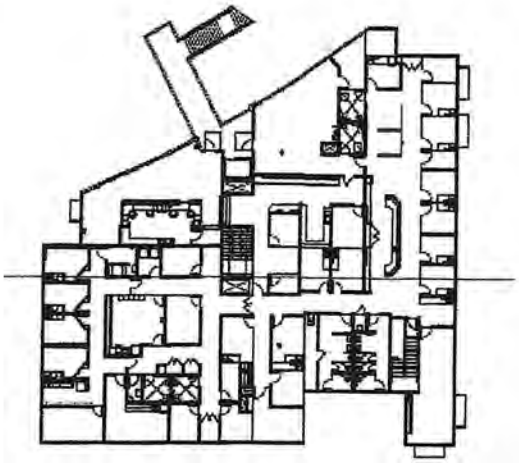
[11] Approval by Risk Management is necessary only if changes are made to ARTICLEs 19.

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EXHIBIT A1

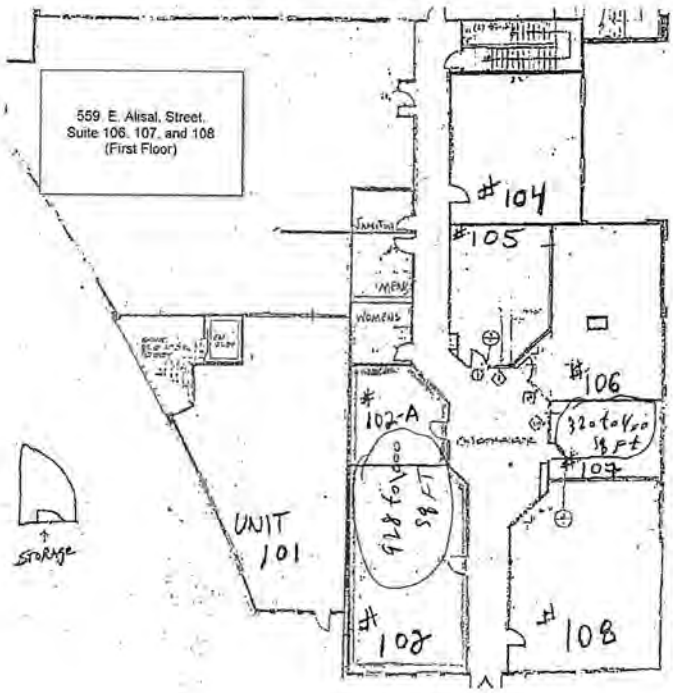
DESCRIPTION OF PREMISES
Current Basic Floor Plan

Suite 200



Suite 106, 107, and 108

Current Basic Second Floor Plan

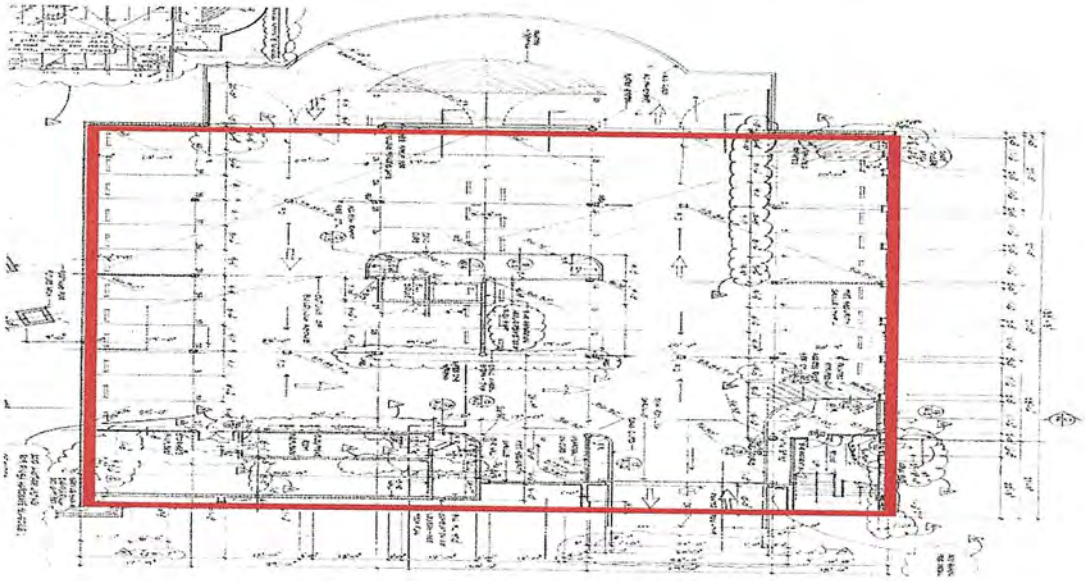


Docusign Envelope ID: B65DDC84-3247-4314-BF16-2FF37FB05BCC

EXHIBIT A2

DESCRIPTION OF EXCLUSIVE AND NON-EXCLUSIVE PARKING AREAS

Exclusive Parking Area Located on Parking Garage



Non- Exclusive Parking Area Located outside of the building



Docusign Envelope ID: B65DDC84-3247-4314-BF16-2FF37FB05BCC

EXHIBIT B

STATEMENT OF SEISMIC ADEQUACY
(Article 1, Section 1.6)

If the Premises are contained in a building constructed before 1973, or one of which has undergone major structural renovation since 1973, the LESSOR shall obtain a Statement of Seismic Adequacy from its licensed structural engineer, which contains the following declaration:

Construction/renovation of the Building containing the Premises occurred on _____ (date). Construction/renovation plans have been determined to be in compliance with all building codes applicable to seismic safety.

I declare under penalty of perjury of the laws of the State of California that the foregoing Statement of Seismic Adequacy is true and correct.

Executed this ____ day of _____, 20__ at _____, California, County of Monterey.

LESSOR: _____

By: _____

Name: _____

Title: _____

Date: _____

LESSOR'S Licensed Structural Engineer:

By: _____

Name: _____

Title: _____

Date: _____

Docusign Envelope ID: B65DDC84-3247-4314-BF16-2FF37FB05BCC

EXHIBIT C

AMORTIZED PREMISE IMPROVEMENT COSTS

1 OF 2

Total Amortized Improvement Costs	$ 455,380.00

Docusign Envelope ID: B65DDC84-3247-4314-BF16-2FF37FB05BCC

Premise Improvement Payments — Soft Costs — EXHIBIT J

Enter Values	
Loan Amount	$ 455,380.00
Annual Interest Rate	5.50 %
Loan Period in Years	10
Number of Payments Per Year	12
Start Date of Loan	10/1/2025
Optional Extra Payments	$ -

Loan Summary	
Scheduled Payment	$ 4,942.07
Scheduled Number of Payments	120
Actual Number of Payments	120
Total Early Payments	$ -
Total Interest	$ 137,668.36

Lessor Name: San Jose Apartments

Health Department - Clinic Services Bureau -
559 E.Alisal Street Salinas CA 93905

Pmt No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
1	11/1/2025	$ 455,380.00	$ 4,942.07	$ -	$ 4,942.07	$ 2,854.91	$ 2,087.16	$ 452,525.09	$ 2,087.16
2	12/1/2025	452,525.09	4,942.07	-	4,942.07	2,868.00	2,074.07	449,657.09	4,161.23
3	1/1/2026	449,657.09	4,942.07	-	4,942.07	2,881.14	2,060.93	446,775.95	6,222.16
4	2/1/2026	446,775.95	4,942.07	-	4,942.07	2,894.35	2,047.72	443,881.60	8,269.88
5	3/1/2026	443,881.60	4,942.07	-	4,942.07	2,907.61	2,034.46	440,973.99	10,304.34
6	4/1/2026	440,973.99	4,942.07	-	4,942.07	2,920.94	2,021.13	438,053.05	12,325.47
7	5/1/2026	438,053.05	4,942.07	-	4,942.07	2,934.33	2,007.74	435,118.73	14,333.21
8	6/1/2026	435,118.73	4,942.07	-	4,942.07	2,947.78	1,994.29	432,170.95	16,327.51
9	7/1/2026	432,170.95	4,942.07	-	4,942.07	2,961.29	1,980.78	429,209.67	18,308.29
10	8/1/2026	429,209.67	4,942.07	-	4,942.07	2,974.86	1,967.21	426,234.81	20,275.50
11	9/1/2026	426,234.81	4,942.07	-	4,942.07	2,988.49	1,953.58	423,246.31	22,229.08
12	10/1/2026	423,246.31	4,942.07	-	4,942.07	3,002.19	1,939.88	420,244.12	24,168.96
13	11/1/2026	420,244.12	4,942.07	-	4,942.07	3,015.95	1,926.12	417,228.17	26,095.08
14	12/1/2026	417,228.17	4,942.07	-	4,942.07	3,029.77	1,912.30	414,198.40	28,007.37
15	1/1/2027	414,198.40	4,942.07	-	4,942.07	3,043.66	1,898.41	411,154.74	29,905.78
16	2/1/2027	411,154.74	4,942.07	-	4,942.07	3,057.61	1,884.46	408,097.13	31,790.24
17	3/1/2027	408,097.13	4,942.07	-	4,942.07	3,071.62	1,870.45	405,025.50	33,660.69
18	4/1/2027	405,025.50	4,942.07	-	4,942.07	3,085.70	1,856.37	401,939.80	35,517.05
19	5/1/2027	401,939.80	4,942.07	-	4,942.07	3,099.85	1,842.22	398,839.95	37,359.28
20	6/1/2027	398,839.95	4,942.07	-	4,942.07	3,114.05	1,828.02	395,725.90	39,187.29
21	7/1/2027	395,725.90	4,942.07	-	4,942.07	3,128.33	1,813.74	392,597.58	41,001.04
22	8/1/2027	392,597.58	4,942.07	-	4,942.07	3,142.66	1,799.41	389,454.91	42,800.44
23	9/1/2027	389,454.91	4,942.07	-	4,942.07	3,157.07	1,785.00	386,297.84	44,585.44
24	10/1/2027	386,297.84	4,942.07	-	4,942.07	3,171.54	1,770.53	383,126.31	46,355.98
25	11/1/2027	383,126.31	4,942.07	-	4,942.07	3,186.07	1,756.00	379,940.23	48,111.97
26	12/1/2027	379,940.23	4,942.07	-	4,942.07	3,200.68	1,741.39	376,739.55	49,853.37
27	1/1/2028	376,739.55	4,942.07	-	4,942.07	3,215.35	1,726.72	373,524.21	51,580.09
28	2/1/2028	373,524.21	4,942.07	-	4,942.07	3,230.08	1,711.99	370,294.12	53,292.07
29	3/1/2028	370,294.12	4,942.07	-	4,942.07	3,244.89	1,697.18	367,049.24	54,989.26
30	4/1/2028	367,049.24	4,942.07	-	4,942.07	3,259.76	1,682.31	363,789.47	56,671.56
31	5/1/2028	363,789.47	4,942.07	-	4,942.07	3,274.70	1,667.37	360,514.77	58,338.93
32	6/1/2028	360,514.77	4,942.07	-	4,942.07	3,289.71	1,652.36	357,225.06	59,991.29
33	7/1/2028	357,225.06	4,942.07	-	4,942.07	3,304.79	1,637.28	353,920.28	61,628.57
34	8/1/2028	353,920.28	4,942.07	-	4,942.07	3,319.94	1,622.13	350,600.34	63,250.71
35	9/1/2028	350,600.34	4,942.07	-	4,942.07	3,335.15	1,606.92	347,265.19	64,857.63
36	10/1/2028	347,265.19	4,942.07	-	4,942.07	3,350.44	1,591.63	343,914.75	66,449.26
37	11/1/2028	343,914.75	4,942.07	-	4,942.07	3,365.79	1,576.28	340,548.96	68,025.53
38	12/1/2028	340,548.96	4,942.07	-	4,942.07	3,381.22	1,560.85	337,167.74	69,586.38
39	1/1/2029	337,167.74	4,942.07	-	4,942.07	3,396.72	1,545.35	333,771.02	71,131.74
40	2/1/2029	333,771.02	4,942.07	-	4,942.07	3,412.29	1,529.78	330,358.73	72,661.52
41	3/1/2029	330,358.73	4,942.07	-	4,942.07	3,427.93	1,514.14	326,930.81	74,175.66
42	4/1/2029	326,930.81	4,942.07	-	4,942.07	3,443.64	1,498.43	323,487.17	75,674.10
43	5/1/2029	323,487.17	4,942.07	-	4,942.07	3,459.42	1,482.65	320,027.75	77,156.75
44	6/1/2029	320,027.75	4,942.07	-	4,942.07	3,475.28	1,466.79	316,552.48	78,623.54
45	7/1/2029	316,552.48	4,942.07	-	4,942.07	3,491.20	1,450.87	313,061.27	80,074.41
46	8/1/2029	313,061.27	4,942.07	-	4,942.07	3,507.21	1,434.86	309,554.07	81,509.27
47	9/1/2029	309,554.07	4,942.07	-	4,942.07	3,523.28	1,418.79	306,030.79	82,928.06
48	10/1/2029	306,030.79	4,942.07	-	4,942.07	3,539.43	1,402.64	302,491.36	84,330.70
49	11/1/2029	302,491.36	4,942.07	-	4,942.07	3,555.65	1,386.42	298,935.71	85,717.12
50	12/1/2029	298,935.71	4,942.07	-	4,942.07	3,571.95	1,370.12	295,363.76	87,087.24
51	1/1/2030	295,363.76	4,942.07	-	4,942.07	3,588.32	1,353.75	291,775.44	88,440.99
52	2/1/2030	291,775.44	4,942.07	-	4,942.07	3,604.77	1,337.30	288,170.67	89,778.30
53	3/1/2030	288,170.67	4,942.07	-	4,942.07	3,621.29	1,320.78	284,549.39	91,099.08

Docusign Envelope ID: B65DDC84-3247-4314-BF16-2FF37FB05BCC

AMORTIZED PREMISE IMPROVEMENT COSTS

2 OF 2

54	4/1/2030	284,549.39	4,942.07	-	4,942.07	3,637.88	1,304.18	280,911.50	92,403.26
55	5/1/2030	280,911.50	4,942.07	-	4,942.07	3,654.56	1,287.51	277,256.94	93,690.77
56	6/1/2030	277,256.94	4,942.07	-	4,942.07	3,671.31	1,270.76	273,585.63	94,961.54
57	7/1/2030	273,585.63	4,942.07	-	4,942.07	3,688.14	1,253.93	269,897.50	96,215.47
58	8/1/2030	269,897.50	4,942.07	-	4,942.07	3,705.04	1,237.03	266,192.46	97,452.50
59	9/1/2030	266,192.46	4,942.07	-	4,942.07	3,722.02	1,220.05	262,470.44	98,672.55
60	10/1/2030	262,470.44	4,942.07	-	4,942.07	3,739.08	1,202.99	258,731.36	99,875.54
61	11/1/2030	258,731.36	4,942.07	-	4,942.07	3,756.22	1,185.85	254,975.14	101,061.39
62	12/1/2030	254,975.14	4,942.07	-	4,942.07	3,773.43	1,168.64	251,201.71	102,230.03
63	1/1/2031	251,201.71	4,942.07	-	4,942.07	3,790.73	1,151.34	247,410.98	103,381.37
64	2/1/2031	247,410.98	4,942.07	-	4,942.07	3,808.10	1,133.97	243,602.88	104,515.33
65	3/1/2031	243,602.88	4,942.07	-	4,942.07	3,825.56	1,116.51	239,777.32	105,631.85
66	4/1/2031	239,777.32	4,942.07	-	4,942.07	3,843.09	1,098.98	235,934.23	106,730.83
67	5/1/2031	235,934.23	4,942.07	-	4,942.07	3,860.70	1,081.37	232,073.53	107,812.19
68	6/1/2031	232,073.53	4,942.07	-	4,942.07	3,878.40	1,063.67	228,195.13	108,875.86
69	7/1/2031	228,195.13	4,942.07	-	4,942.07	3,896.18	1,045.89	224,298.95	109,921.76
70	8/1/2031	224,298.95	4,942.07	-	4,942.07	3,914.03	1,028.04	220,384.92	110,949.79
71	9/1/2031	220,384.92	4,942.07	-	4,942.07	3,931.97	1,010.10	216,452.95	111,959.89
72	10/1/2031	216,452.95	4,942.07	-	4,942.07	3,949.99	992.08	212,502.95	112,951.97
73	11/1/2031	212,502.95	4,942.07	-	4,942.07	3,968.10	973.97	208,534.85	113,925.94
74	12/1/2031	208,534.85	4,942.07	-	4,942.07	3,986.28	955.78	204,548.57	114,881.72
75	1/1/2032	204,548.57	4,942.07	-	4,942.07	4,004.56	937.51	200,544.01	115,819.24
76	2/1/2032	200,544.01	4,942.07	-	4,942.07	4,022.91	919.16	196,521.10	116,738.40
77	3/1/2032	196,521.10	4,942.07	-	4,942.07	4,041.35	900.72	192,479.76	117,639.12
78	4/1/2032	192,479.76	4,942.07	-	4,942.07	4,059.87	882.20	188,419.89	118,521.32
79	5/1/2032	188,419.89	4,942.07	-	4,942.07	4,078.48	863.59	184,341.41	119,384.91
80	6/1/2032	184,341.41	4,942.07	-	4,942.07	4,097.17	844.90	180,244.24	120,229.81
81	7/1/2032	180,244.24	4,942.07	-	4,942.07	4,115.95	826.12	176,128.29	121,055.93
82	8/1/2032	176,128.29	4,942.07	-	4,942.07	4,134.82	807.25	171,993.47	121,863.18
83	9/1/2032	171,993.47	4,942.07	-	4,942.07	4,153.77	788.30	167,839.70	122,651.49
84	10/1/2032	167,839.70	4,942.07	-	4,942.07	4,172.80	769.27	163,666.90	123,420.75
85	11/1/2032	163,666.90	4,942.07	-	4,942.07	4,191.93	750.14	159,474.97	124,170.89
86	12/1/2032	159,474.97	4,942.07	-	4,942.07	4,211.14	730.93	155,263.83	124,901.82
87	1/1/2033	155,263.83	4,942.07	-	4,942.07	4,230.44	711.63	151,033.38	125,613.44
88	2/1/2033	151,033.38	4,942.07	-	4,942.07	4,249.83	692.24	146,783.55	126,305.68
89	3/1/2033	146,783.55	4,942.07	-	4,942.07	4,269.31	672.76	142,514.24	126,978.44
90	4/1/2033	142,514.24	4,942.07	-	4,942.07	4,288.88	653.19	138,225.36	127,631.63
91	5/1/2033	138,225.36	4,942.07	-	4,942.07	4,308.54	633.53	133,916.82	128,265.16
92	6/1/2033	133,916.82	4,942.07	-	4,942.07	4,328.28	613.79	129,588.54	128,878.95
93	7/1/2033	129,588.54	4,942.07	-	4,942.07	4,348.12	593.95	125,240.42	129,472.89
94	8/1/2033	125,240.42	4,942.07	-	4,942.07	4,368.05	574.02	120,872.37	130,046.91
95	9/1/2033	120,872.37	4,942.07	-	4,942.07	4,388.07	554.00	116,484.29	130,600.91
96	10/1/2033	116,484.29	4,942.07	-	4,942.07	4,408.18	533.89	112,076.11	131,134.80
97	11/1/2033	112,076.11	4,942.07	-	4,942.07	4,428.39	513.68	107,647.72	131,648.48
98	12/1/2033	107,647.72	4,942.07	-	4,942.07	4,448.68	493.39	103,199.04	132,141.86
99	1/1/2034	103,199.04	4,942.07	-	4,942.07	4,469.07	473.00	98,729.97	132,614.86
100	2/1/2034	98,729.97	4,942.07	-	4,942.07	4,489.56	452.51	94,240.41	133,067.37
101	3/1/2034	94,240.41	4,942.07	-	4,942.07	4,510.13	431.94	89,730.27	133,499.31
102	4/1/2034	89,730.27	4,942.07	-	4,942.07	4,530.81	411.26	85,199.47	133,910.57
103	5/1/2034	85,199.47	4,942.07	-	4,942.07	4,551.57	390.50	80,647.90	134,301.07
104	6/1/2034	80,647.90	4,942.07	-	4,942.07	4,572.43	369.64	76,075.46	134,670.71
105	7/1/2034	76,075.46	4,942.07	-	4,942.07	4,593.39	348.68	71,482.07	135,019.38
106	8/1/2034	71,482.07	4,942.07	-	4,942.07	4,614.44	327.63	66,867.63	135,347.01
107	9/1/2034	66,867.63	4,942.07	-	4,942.07	4,635.59	306.48	62,232.03	135,653.49
108	10/1/2034	62,232.03	4,942.07	-	4,942.07	4,656.84	285.23	57,575.20	135,938.72
109	11/1/2034	57,575.20	4,942.07	-	4,942.07	4,678.18	263.89	52,897.01	136,202.60
110	12/1/2034	52,897.01	4,942.07	-	4,942.07	4,699.63	242.44	48,197.39	136,445.05
111	1/1/2035	48,197.39	4,942.07	-	4,942.07	4,721.16	220.90	43,476.22	136,665.95
112	2/1/2035	43,476.22	4,942.07	-	4,942.07	4,742.80	199.27	38,733.42	136,865.22
113	3/1/2035	38,733.42	4,942.07	-	4,942.07	4,764.54	177.53	33,968.88	137,042.75
114	4/1/2035	33,968.88	4,942.07	-	4,942.07	4,786.38	155.69	29,182.50	137,198.44
115	5/1/2035	29,182.50	4,942.07	-	4,942.07	4,808.32	133.75	24,374.18	137,332.19
116	6/1/2035	24,374.18	4,942.07	-	4,942.07	4,830.35	111.71	19,543.83	137,443.91
117	7/1/2035	19,543.83	4,942.07	-	4,942.07	4,852.49	89.58	14,691.33	137,533.48
118	8/1/2035	14,691.33	4,942.07	-	4,942.07	4,874.73	67.34	9,816.60	137,600.82
119	9/1/2035	9,816.60	4,942.07	-	4,942.07	4,897.08	44.99	4,919.52	137,645.81
120	10/1/2035	4,919.52	4,942.07	-	4,919.52	4,896.97	22.55	0.00	137,668.36

Docusign Envelope ID: B65DDC84-3247-4314-BF16-2FF37FB05BCC

EXHIBIT C - 1

PREMISE IMPROVEMENTS

1. Premise Improvements:

   a. LESSOR shall construct all Premise Improvements in accordance with the Plans and Specifications as approved by LESSOR and LESSEE, which Plans and Specifications are or will be attached to this Exhibit C upon such approval. Premise Improvements must satisfy the Federal Americans with Disabilities Act, as and if applicable.

   b. Premise Improvements are generally described as follows: **Please refer to Exhibit C-2 for details.**

   c. LESSOR shall commence construction of the Premises Improvement work at the earliest opportunity. Cost and schedule of Premise Improvement work shall be approved by LESSOR and LESSEE prior to commencement.

   d. LESSOR shall diligently pursue construction of approved Premises Improvement work and deliver the Premises to LESSEE in a condition suitable for occupancy no later than a date certain, that will be mutually established by LESSOR and LESSEE on or before the date LESSOR'S contractor commences construction of the Premise Improvements.

2. Construction Plans and Specifications, Change Orders and Delay:

   a. LESSOR shall provide for LESSEE'S approval the complete and detailed proposed Plans and Specifications for the Premises Improvements, the design of which shall conform to LESSEE'S approved program for use of the Premises.

   b. LESSEE shall provide LESSOR with written notice of its approval or disapproval of the Plans and Specifications within five (5) business days after receipt of such Plans and Specifications. If LESSEE disapproves the Plans and Specifications, LESSEE shall describe the reasons for its disapproval in reasonable detail in LESSEE'S notice of disapproval. LESSOR shall revise the Plans and Specifications to satisfy the issues giving rise to LESSEE'S disapproval and submit the revised Plans and Specification to LESSEE as provided in clause 2.a. of this Exhibit C.

   c. During construction, LESSOR and LESSEE'S Representative (as defined below) shall confer periodically regarding the progress of the work and the approximate cost of the work completed. LESSEE'S Representative may request changes, modifications or alterations to the Plans and Specifications by written change order delivered to LESSOR, but no such change shall be made without the written approval of LESSOR, which approval shall not be unreasonably withheld. LESSOR shall approve or deny each LESSEE change order within four (4) business days, and LESSOR shall also provide to LESSEE'S Representative, by written notice to LESSEE, an estimate of the maximum cost of each change order within five (5) business days after the delivery of the change order to LESSOR. No work based upon a change order shall be undertaken unless and until LESSEE'S Representative shall have approved (by notice to LESSOR) LESSOR'S cost estimate.

   d. If LESSOR determines that a change proposed by LESSEE will delay completion of the construction beyond the period allocated for such construction, LESSOR shall, within four (4) business days, notify LESSEE'S Representative of the estimated length of the delay caused by LESSEE'S request. LESSEE'S Representative shall advise LESSOR within two (2) business days after receipt of such notice as to whether LESSOR shall proceed with requested change, modification or alteration. LESSOR shall not make the requested change to the Plans and Specifications without LESSEE'S approval of any proposed time extensions.

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e. If LESSOR requires that LESSEE clarify or refine the Plans and Specifications, then LESSEE'S Representative shall meet with LESSOR for the purpose of clarifying or refining the Plans and Specifications within two (2) business days after LESSEE'S receipt of LESSOR'S request therefore. No such clarification or refinement shall be deemed to be a change order.

f. If LESSOR determines that the Plans and Specifications must be changed as a result of omissions or errors in the Plans and Specifications, then LESSOR shall, prepare and submit to LESSEE revised Plans and Specifications correcting any such omission or error. LESSEE shall approve or disapprove such revised Plans and Specifications within two (2) business days after receipt and shall not unreasonably withhold its approval.

g. LESSOR shall not be responsible for any delays in the time for completion of construction resulting from LESSEE'S delay. For purposes herein, LESSEE'S delay in the completion of the construction of the Premise Improvements are delays that may arise solely as a result of: (1) LESSEE'S failure to comply with its obligations set forth in subsection b, d, e, or f, above, within the time specified; (2) any change directed by LESSEE after notification to LESSEE that the change will delay completion of the construction as provided in subsection d, above; or (3) extra time required to obtain any long lead items specified by LESSEE. For purposes herein, an item shall be considered a long lead item if LESSOR notifies LESSEE within fifteen (15) business days after receipt of LESSEE'S approval of the Plans and Specifications that such item is not readily available or readily installable after the same is requested by LESSEE.

3. Approval of Plans by Public Authorities: Following LESSEE'S approval of the Plans and Specifications, LESSOR shall obtain approval of the Plans and Specifications for the Premises from all appropriate governmental agencies, and a copy of the Plans and Specifications, as approved by such governmental agencies, shall be dated and initialed by both LESSOR and LESSEE. LESSOR shall exercise due diligence in obtaining any such approval. LESSEE shall cooperate with LESSOR in obtaining all such approvals, and in this regard, LESSEE shall approve all revisions and changes to the Plans and specifications reasonably required by any governmental agency, with due diligence and without delays.

4. Quality of Work: All work performed hereunder shall be done in a good and workmanlike manner, free from faults and defects and in accordance with the Plans and Specifications. All materials and equipment installed in the Premise Improvements shall be new unless otherwise specified in the Plans and Specifications.

5. LESSEE'S Access during Construction: LESSEE'S representative, agents, consultants and contractors ("LESSEE'S Representatives") shall have access to the Premises during the construction of the Premise Improvements for activities and purposes related to construction of the Premises or preparation of the Premises for occupancy. LESSEE'S Representatives on the Premises during construction shall cooperate with LESSOR'S contractor and not delay in any way the performance by LESSOR'S contractors or LESSOR'S representatives of any work (including but not limited to the construction of Premise Improvements).

6. Acceptance of Premises:

a. At any time during the construction of the Premise Improvements, LESSEE may reject any work that does not conform to the Plans and Specifications or does not meet good and workmanlike standards as reasonably interpreted by and at the sole discretion of the LESSEE.

b. Within five (5) business days after LESSOR delivers to LESSEE a list of work items remaining to be done or corrected and notifies LESSEE that the Premise Improvements are ready for inspection by LESSEE'S representative, LESSEE shall deliver to LESSOR a list of items that LESSEE shall have reasonably determined that LESSOR must complete or correct prior to LESSEE'S acceptance of possession in order for the work to conform to the Plans and Specifications. LESSOR shall immediately commence to complete or correct the items listed by LESSEE, except those it contends are not justified. If LESSEE fails to deliver such a list within the five (5) business day period, LESSEE shall be deemed to have accepted the Premises subject to completion of the corrections on LESSOR'S list of corrections and to have approved the construction.

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c. Acceptance by LESSEE shall not be unreasonably withheld.

7. Notices: All notices required or permitted hereunder shall be in writing and shall be delivered as indicated in ARTICLE 6 of the Lease to which this Exhibit is attached.

8. Notice of Non-Responsibility: LESSOR may post such notices of non-responsibility for payment to LESSEE contracted vendors as it reasonably deems appropriate in or around the Premises during the construction provided for herein.

9. Responsibility for Damage: If LESSEE installs equipment in the Premises prior to completion of the work hereunder, LESSEE shall bear the risk of loss to such equipment other than loss that is a result of negligence or willful misconduct by LESSOR, its agents or contractors.

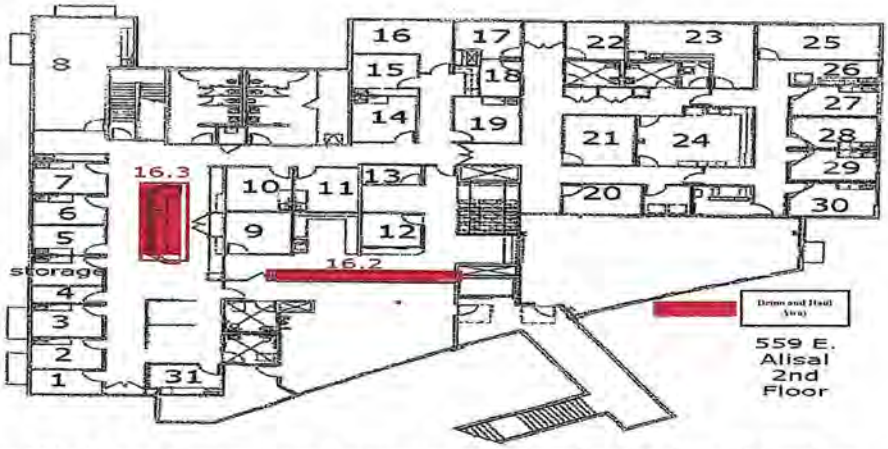
10. Telecommunications/Data: Premise Improvements may include the installation of necessary telecommunications/data processing linkages, and alarm systems. Specification for telecommunications/data processing linkages and alarm systems will be developed and provided by the Monterey County Information Technology Department as specified in **EXHIBIT C-6 – COUNTY OF MONTEREY INFORMATION TECHNOLOGY CABLING STANDARDS** attached and incorporated by this reference.

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EXHIBIT C- 2

PREMISE IMPROVEMENT PLANS AND SPECIFICATIONS

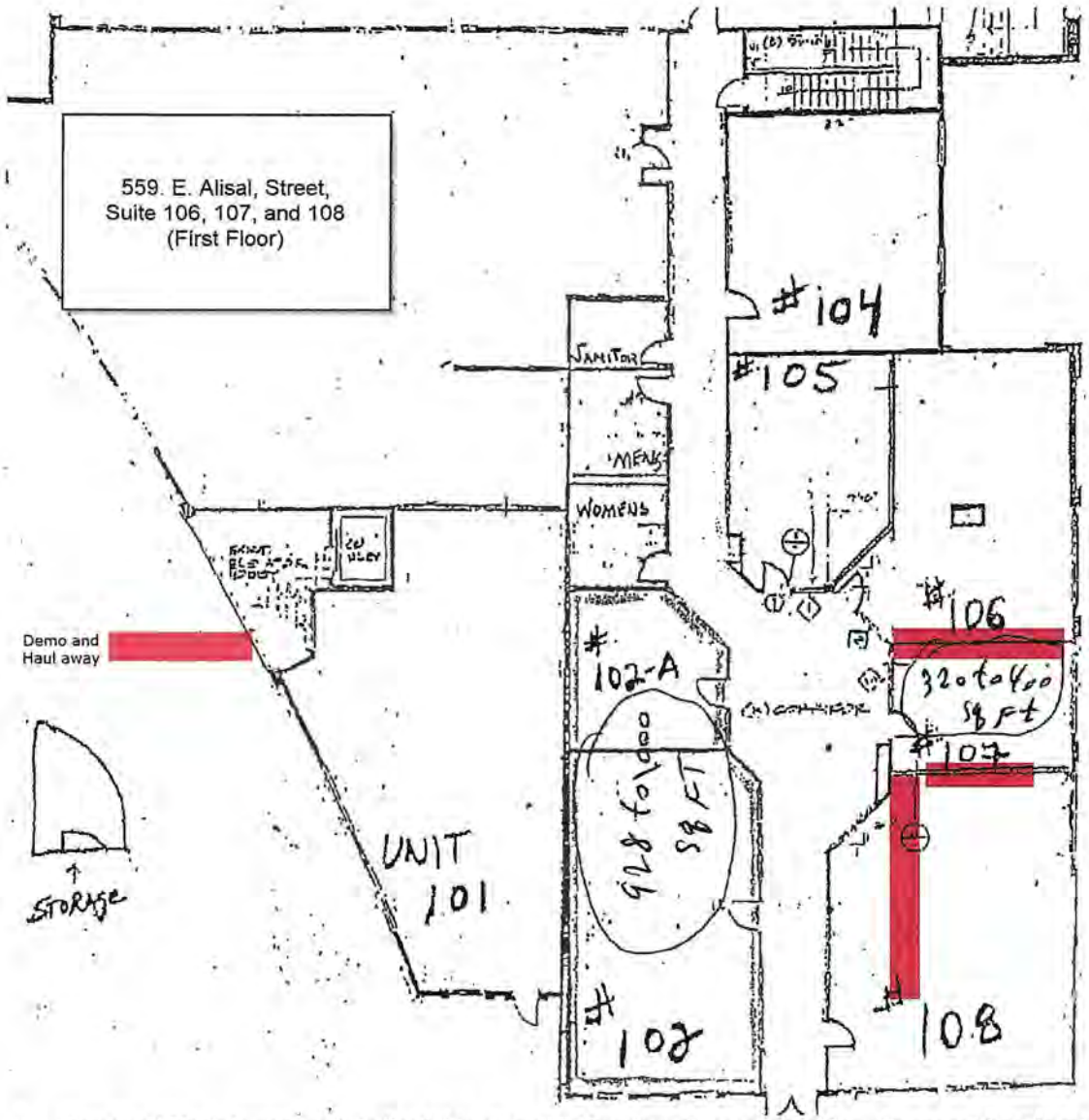
Suite 200



- Demo and Haul Away: Remove reception counters as indicated on the above TI drawings.
- New interior flooring on both floors. Professionally replace all substructure and subflooring material. Replace all floor coverings. Flooring to be structurally leveled upon completion. Floor coverings to be approved by LESSOR and LESSEE prior to installation.
- Paint all interior walls, hard ceilings, window trim, and door trim throughout the Premises. Sheen and colors to be confirmed by LESSOR and LESSEE prior to painting. Install plastic corner guards, protective wall strips, and door kick plates throughout Premises to protect paint on walls and doors. Color and size to be confirmed by LESSEE and LESSOR prior to install.
- All stained or damaged ceiling tiles are to be replaced throughout the Premises. Cause to be investigated and repaired.
- Inspect and adjust/balance the heating, ventilation, and air-conditioning (HVAC) system as needed. Replace any HVAC units deemed beyond their useful life by a reputable licensed HVAC contractor to meet air quality standards.
- Remove the existing commercial bathroom stalls and install new ones.
- Replace the current toilets in all commercial restrooms with new toilets.

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Suite 106, Suite 107, and Suite 108



- Demo and Haul Away: walls indicated in above TI Drawings. Lessor to verify walls are not load bearing.
- New interior flooring on both floors. Professionally replace all substructure and subflooring material. Replace all floor coverings. Flooring to be structurally leveled upon completion. Floor coverings to be approved by LESSOR and LESSEE prior to installation.
- Paint all interior walls, hard ceilings, window trim, and door trim throughout the Premises. Sheen and colors to be confirmed by LESSOR and LESSEE prior to painting. Install plastic corner guards, protective wall strips, and door kick plates throughout Premises to protect paint on walls and doors. Color and size to be confirmed by LESSEE and LESSOR prior to install.

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- All stained or damaged ceiling tiles are to be replaced throughout the Premises. Cause to be investigated and repaired.
- Inspect and adjust/balance the heating, ventilation, and air-conditioning (HVAC) system as needed. Replace any HVAC units deemed beyond their useful life by a reputable licensed HVAC contractor to meet air quality standards.

Exterior

- Roofing system to be inspected and certified by a repulatble licence roofing contractor to be watertight for a minimum of Twenty (20) years, with proper annual inspection and maintenance.

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EXHIBIT C- 3

PREMISE IMPROVEMENT COSTS

	Premise Improvement Costs	
Location	**Description**	**Total**
559 E. Alisal 2nd Floor, Suites 200	Demo and Hauling	$ 24,000.00
	Equipment Rental	$ 13,000.00
	Patch Prep Paint all interior walls, hard ceilings, window trim	$ 116,400.00
	Replaced stained or damaged ceiling tiles throughout premises	$ 15,000.00
	Floor Leveling	$ 52,000.00
	Flooring with 20 Mill 100% water proof	$ 165,360.00
	New baseboards	$ 10,500.00
	New flooring and leveling all 4 restrooms in clinic	$ 22,000.00
	Replace all existing commercial bathroom stalls in patient restrooms with new stalls	$ 24,000.00
	Replace all existing commercial toilets in patient restrooms with new toilets	$ 7,000.00
	Provide Power and data workstation at 16.2 and 16.3	$ 15,000.00
	permits	$ 25,000.00
	2nd Floor Sub Total (Suite 200)	**$ 489,260.00**
559 E. Alisal 1st floor 106,107 &108	Paint all interior walls, any hard ceilings, window trims throughoutut premises	$ 44,600.00
	Replace stained or damaged ceiling tiles	$ 10,000.00
	Floor leveling	$ 11,000.00
	New Flooring	$ 16,520.00
	1st Floor Sub Total (Suite 106, 107 & 108)	**$ 82,120.00**
	Lessor's Premise Improvement Credit	**$ (116,000.00)**
	Total Amortized Improvement Costs	**$ 455,380.00**
	Total Contingency Costs of 25% (Contingency funds shall be used only upon the mutual written agreement of the Lessor and Lessee and shall be applied to address unforeseen conditions or circumstances arising from improvements to the premises.) (Lump Sum Payment).	**$ 142,845.00**
	Total Premise Improvement Allowance	**$598,225.00**

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EXHIBIT C- 4

CONSTRUCTION SCHEDULE

To be added when completed.

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EXHIBIT C-5

REMEDIATION CONTRACTOR SPECIFICATIONS

A. Scope of Services

Remediation Contractor to provide treatment, cleanup, damage restoration and any other necessary remediation of:

•Water and/or sewage damage

•Mold, asbestos, lead, and polychlorinated biphenyl (PCB) contamination

•Fire and smoke damage

•Hazardous materials within the license and certification capabilities of the Remediation Contractor

•Human bodily fluids, including but not limited to blood, vomit, urine, feces, and saliva

•Routine sanitation cleanup

B. Work Standards

All work must be done in accordance with the California Health and Safety Code, California Occupational Safety and Health Act (OSHA), and other applicable laws and regulations as may be amended from time to time. The Remediation Contractor must take all care to ensure that work proceeds under the highest standards of safety and prudence, and in compliance with all applicable laws.

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EXHIBIT C - 6

COUNTY OF MONTEREY INFORMATION TECHNOLOGY CABLING STANDARDS (Page 1 of 3)

General:

- All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.
- All work and materials shall be compliant to the latest version of the Monterey County Cabling Specifications, corresponding County drawings, and the scope of work contained herein.
-

1.0 MPOE, MDF Equipment Racks, and Cable Management:

1.1 LESSOR shall ensure building entry for service providers (such as AT&T) is adequate and meets service providers specifications in order to install copper, fiber, or coax for connectivity.

1.2 LESSOR shall provide and install four (4) standard two-post racks (7-foot tall with 19-inch mounting rails) with appropriate seismic anchor bolts in the MDF room. Install in location designated on COUNTY provided drawing and label each accordingly:

- Rack# 1.1
- Rack# 1.2
- Rack# 1.3
- Rack# 1.4

1.3 LESSOR shall provide and install cabling ladder rack and hardware above the MDF racks as specified on drawings.

1.4 LESSOR shall provide and install three (3) 10" vertical double sided wire managers for in-between-racks as specified in drawings.

1.5 LESSOR shall provide and install two (2) 6" vertical double sided wire managers for the end racks (end of rack row) as specified in drawings.

1.6 LESSOR shall provide and install fourteen (14) 2 RU horizontal double side wire managers as specified in drawings.

1.7 LESSOR shall provide and install six (6) 2 RU horizontal single side wire manager as specified in drawings.

1.8 LESSOR shall provide and install four (4) 4" diameter cabling entry conduits secured to the building framing. Provide grommets for perimeters of wall, floor, and/or ceiling penetrations made to accommodate the entry conduits. Coordinate location of entry ports with the COUNTY prior to installation.

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1.9 LESSOR shall provide and install fire rated ¾" thick plywood on all MDF walls from 3'-6" A.F.F. to 7'-6" A.F.F..

2.0 Copper Infrastructure:

2.1 LESSOR shall provide and install six (6) 48-port angled patch panels on Rack 1.3 for workstation location cabling termination.

2.2 LESSOR shall install three (3) CAT6 cables for each workstation location designated on the floorplan (preliminary count at 86 locations is subject to change). The LESSOR shall verify a final count of locations with the COUNTY prior to the commencement of said work. Each workstation location shall consist of a faceplate with three (3) data jacks that are labeled as D1, D2, and D3. Each location shall be have a unique location number and labeled accordingly. The CAT6 workstation cables shall be routed and terminated on the dedicated patch panels in Rack 1.3 in a manner that is in compliance with the COUNTY specifications i.e. use of j-hooks, cable trays, awareness of bend radius, etc..

2.3 LESSOR shall provide and install two (2) 48-port angled patch panels on Rack 1.2 for Voice Transition Patch Panels (VTPP).

2.4 COUNTY shall provide and install LFU VTPP cables as required to connect Phone System to VTPP

2.5 LESSOR shall provide and install two (2) CAT6 cables from the MDF to the MPOE. The cables shall be terminated on surface mount biscuit jacks on both ends. Coordinate with the COUNTY prior to installation for placement of biscuit jacks.

2.6 LESSOR shall provide and install one (1) 25 Pair copper feeder from the MDF to the MPOE. The feeder shall be terminated on wall mounted 110-blocks on both ends. Coordinate with the COUNTY prior to installation for placement of the 110-blocks.

3.0 Fiber Infrastructure:

3.1 LESSOR shall provide, install, and secure in place a fiber optic inner duct with pull string from the MPOE to the MDF.

4.0 MDF Electrical:

4.1 LESSOR shall provide and install four (4) dedicated 120V/20A standard receptacles in the MDF. The said receptacles shall be installed and concealed inside the vertical wire management as specified in the drawing.

4.2 LESSOR shall provide and install five (5) dedicated 120V/20A NEMA 5-20R standard duplex receptacles at 18" above finished floor (A.F.F.) in the MDF as specified in the drawing.

4.3 COUNTY shall provide and install four (4) vertical power strips mounted at rack rear Geist PDU 120V/20A standard receptacles with customized rack mount standoff brackets.

5.0 Network and Phone System Equipment:

5.1 COUNTY shall provide and install all network devices, phone system components, and uninterruptible power supplies (UPS) as specified in the drawings.

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5.2 COUNTY shall coordinate with AT&T to install ASE Fiber services in Rack 1.1 as specified in drawings for network connectivity.

5.3 If necessary, the COUNTY shall provide a second UPS for the AT&T ASE Fiber equipment.

6.0 General Specifications:

6.1 All work shall be completed in accordance to the latest edition of COUNTY supplied plans, drawings, technical specifications, and with the Monterey COUNTY Low Voltage Cabling Standards (April 2015 or later).

6.2 All work shall conform to the requirements of the local building code, the latest edition, and all other applicable codes and ordinances.

6.3 All construction coordination efforts, work, and materials to deliver a turnkey project shall be provided by the LESSOR unless specifically and otherwise noted.

6.4 LESSOR shall submit a project schedule within 3 days of receipt of a Notice to Proceed (NTP) for review and approval by Health Department Operations Manager.

6.5 LESSOR shall have a single point of contact (Health Department Operation Manager) during entire project.

6.6 Before work has been completed, LESSOR shall notify Health Department Operations Manager and County ITD to schedule a final walk-through.

6.7 All debris, trash, etc. resulting from installation shall be removed on a daily basis from site.

6.8 LESSOR shall receive clarification and authorization by Health Department Operation Manager and County ITD, in writing, prior to starting work on any items not clearly defined or identified in the construction drawings and/or the scope of work provided herein.

6.9 Any drawing provided by Monterey COUNTY Information Technology Department (ITD), shall be marked up "red lined" by LESSOR with any pertinent changes and information

6.10 Modified drawings shall be returned to ITD during final expectance walk-through

6.11 All completed aspects of this IT Scope-of-Work shall be inspected and signed off by the Health Department Operation Manager.

6.12 LESSOR'S work crew (low voltage contractor) will be on site for final inspection and all discrepancies shall be corrected prior to acceptance.

7.0 Cabling Specifications:

7.1 LESSOR shall verify all cabling distances prior to installation.

7.2 LESSOR shall provide a minimum of ten feet of service loop (slack) to allow for future movement for all copper/fiber cable runs into cabinet and racks. The service loop shall be neatly coiled and concealed where possible.

7.3 LESSOR shall utilize existing conduit infrastructure where feasible and shall notify ITD prior to pulling new cable, if the existing cabling route (conduit) cannot accommodate the proposed work.

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7.4 LESSOR shall verify placement and orientation of equipment racks with the Health Department Operation Manager prior to installation.

7.5 LESSOR shall label each cabling component (Rack, Patch Panel, LIU, etc.) as specified on plans and drawings.

7.6 LESSOR shall test and certify each copper and fiber termination.

8.0 Grounding Specifications:

8.1 All above grade connections shall be exothermic welds, two-hole high compression tinned copper lugs or crimps. In some cases, the LESSOR shall make connections as specified in the plans sheet notes.

8.2 All below grades connections shall be exothermic welds.

8.3 All materials and labor shall be provided by the LESSOR unless otherwise noted.

8.4 All nuts, bolts, washers, brackets, and other miscellaneous hardware shall be stainless steel.

8.5 All non-conductive coatings shall be removed and the metal shall be burnished prior to all bonds.

8.6 Anti-oxidant compound shall be applied to all mating surfaces prior to bonding.

8.7 All completed exterior bonds shall be treated with a zinc galvanizing compound.

8.8 All construction/work shall be performed in a SAFE, WORKMANLIKE manner and in accordance with National Electrical Code and COUNTY Specifications. If there is a conflict in the differing specifications, the most stringent shall prevail.

8.9 All parts and materials shall be listed by U.L. /equivalent agency or be approved by the Authority Having Jurisdiction (AHJ).

8.10 All parts and materials shall by installed/used in the manner listed/intended.

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EXHIBIT D

SUMMARY OF SERVICES AND UTILITIES

The following is a summary of services and utilities responsibilities of LESSOR and LESSEE for the proposed use of the Premises:

	N/A	LESSOR	LESSEE
Provide adequate paper supplies, dispensers, and waste and recycling containers for the Premises and restrooms within Premises			X
Provide adequate custodial service for the interior of the Premises per schedule attached as Exhibit G, "Custodial Services Specifications"			X
Provide adequate custodial service for the interior of elevator (including minor vacuuming of door tracks)			X
Provide adequate custodial service for exterior of the Premises, as described in ARTICLE 1.2 (including steam cleaning or pressure washing sidewalks and stairs), Once a year (Annually)		X	
Provide custodial services to empty the three trash receptacles located outside of the elevator, and one each floor			X
Professionally clean carpets, rugs, tile and linoleum flooring as indicated in Exhibit G			X
Professionally clean existing drapes, blinds, and window shades as indicated in Exhibit G			X
Professionally clean interior windows as indicated in Exhibit G			X
Professionally clean exterior windows as indicated in Exhibit G		X	
Provide adequate pest control for the interior of the Premises. This exludes termites, common areas, and or any other areas not leased by LESSEE, which are the owners responsibility.			X
Provide adequate pest control for exterior of Premises (including issues concerning termites, and swarming pest such as wasp and bees)		X	
Provide adequate landscape maintenance and gardening (including landscape irrigation system and associated water supply and service)		X	
Provide adequate parking lot area sweeping as necessary.			X
Provide one-time restriping during the initial lease term, ADA parking every 5 years, during each extended lease term		X	
Provide adequate refuse, rubbish, garbage, and recyclable (paper, plastic, and aluminum, if available) disposal and pick up service		X	
Provide adequate fire sprinkler systems testing		X	
Provide adequate fire alarm systems monitoring		X	
Provide fire extinguishers and respective certification		X	
Provide adequate intrusion/security alarm systems monitoring			X
Provide adequate patrolled security guard	X		
Provide adequate heating, ventilation & air conditioning (HVAC) systems filter replacements, unit inspections, unit lubrications and record keeping pursuant to the California Code of Regulations, Title 8, Section 5142		X	
Provide adequate servicing of uninterrupted power source (UPS)	X		
Provide adequate servicing of backup generator	X		
Provide adequate gas utility service as per ARTICLE 13			X
Provide adequate electric utility service as per ARTICLE 13			X
Provide adequate water utility service as per ARTICLE 13		X	

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Provide adequate telephone and data service (including connection charges)			X

LESSOR and LESSEE contact information is detailed in ARTICLE 6 of this Lease.

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EXHIBIT E

SUMMARY OF REPAIR AND MAINTENANCE RESPONSIBILITIES

The following is a summary of maintenance and repair responsibilities of LESSOR and LESSEE for the proposed use of the Premises:

	N/A	LESSOR	LESSEE
Common Areas (exterior only)		X	
Foundations and Floor Slabs		X	
Elevators and/or Dumb Waiters		X	
Exterior and Bearing Walls		X	
Exterior Doors and Hardware		X	
Exterior Windows and Window Frames		X	
Roofs (including replacement if deemed necessary)		X	
Gutters, Drains and Downspouts		X	
Parking Lot Garage Door and Parking Garage Electronic Access Card Reader		X	
Individual Ceiling Tiles Damaged by the LESSEE (Lessee will not be responsible for any repairs beyond the ceiling tiles, including but not limited to ceiling grid repairs, structural repairs, or any other repairs.)			X
Replacement of restroom fixtures		X	
Reasonable routine maintenance and repairs of restroom fixtures		X	
Fire Sprinkler Systems		X	
Fire Alarm Systems		X	
Intrusion/Security Alarm Systems (excluding common areas)			X
Heating, Ventilation and Air Conditioning (HVAC) Systems (including replacement if deemed necessary)		X	
Heating, Ventilation and Air Conditioning (HVAC) control switches, sensors and thermostats		X	
Electrical Systems (including electrical outlets, panels, circuit breakers and wiring)		X	
Resetting of the non-defective circuit breaker of electrical outlet on exterior walls provided that the LESSEE has access to the electrical panel			X
Plumbing Systems (including sewer, below the floor fixture, and or in walls)		X	
Plumbing Systems (including sewer, below the floor fixture, and or in walls)		X	
Clearing drain stoppages in the fixtures, extending to the wall and floor. LESSOR will address any issues beyond this scope			X
Exterior Lighting (including starters, ballasts, transformers and light switches)		X	
Interior Lighting (including starters, ballasts, transformers and light switches)			X
Interior Light Bulbs and Fluorescent Light Tubes (replacement)			X
Interior Walls		X	
Interior Wall Surfaces (including repainting every 5 years if Premises wall surfaces are accessible), If needed.		X	
Interior Doors and Hardware		X	
Interior Windows and Window Frames		X	
Carpet, VCT, and Linoleum Flooring for normal wear and tear (including replacement if deemed necessary and with the understanding that LESSEE pays for moving office furniture and equipment). This item does not include stains or damage due to tenant negligence.		X	
Base and/or Moldings (including replacement if deemed necessary)		X	
Appliances (excluding common area)			X
Communication Systems (data/telephone cabling, connections and equipment)			X

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***Notwithstanding the forgoing, LESSEE will pay to LESSOR the reasonable cost of any repairs or maintenance required as a result of negligent acts or omissions, or which is otherwise the fault, of LESSEE, its agents, employees, contractors, guests, or invitees.**
****LESSEE will also pay to LESSOR the reasonable cost of any repair or maintenance required for LESSEE-installed improvements to the Premises, such as phone/data cabling, support equipment, trade fixtures, special door locks, and any other equipment used to meet LESSEE'S operational needs that are considered above normal general office space improvements.**

LESSOR and LESSEE contact information is detailed in ARTICLE 6 of this Lease.

EXHIBIT F

SERVICE CONTACT LIST (Page 1 of 2)

Item	Contact	Number
Back Up Generator		
Cabinets/Millwork		
Carpenter		
Ceiling Tile		
Electrical		
Electronic Gates and Garage Doors		
Elevator		
Elevator Phone		
Exterior Door and Hardware		
Flooring		
Fire Sprinkler System		
Fire Extinguisher Servicing		
Fire Alarm		
Heating & Air Conditioner		
Industrial Hygienist		
Interior Door and Hardware		
Janitorial for common areas		
Janitorial for the Premises		
Landscape Maintenance		
Light Bulbs & Fluorescent Tubes		
Locksmith		
Painting		
Pest Control		
Parking Lot Repair		

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SERVICE CONTACT LIST (Page 2 of 2)

Item	Contact	Number
Parking Lot Sweeping		
Patrolled Security		
Plumbing		
Remediation of Env. Hazards		
Roofing System		
Roof Gutters & Downspouts		
Security Alarm Company		
Sewer & Drain Cleaning		
Tree Trimming & Removal		
Utility (Gas & Electric)		
Utility (Telephone)		
Utility (Water)		
Waste Disposal & Recycle		
Water Softening/Treatment		
Window Replacement & Repair		
Window Cleaning		

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EXHIBIT G

CUSTODIAL SERVICE SPECIFICATIONS (Page 1 of 3)

DAILY SERVICE (Monday through Friday)
A. General Cleaning
1. Empty wastebaskets; replace liners, place trash in dumpster
2. Sweep outside of the Premises entrances
3. Remove graffiti from any interior walls
B. Floor and Carpet Care (including stairways)
1. Sweep and dust mop hard surface floors with treated mop
2. Vacuum carpeted floors and entry mats
3. Damp mop all spills on hard surfaces
4. Remove gum/candy from carpet/floors
C. Window Cleaning
1. Clean entry door and lobby glass, inside and outside
2. Clean interior partitions and counter glass
3. Clean interior/exterior door glass
D. Restroom Cleaning (including non-exclusive areas of the building)
1. Empty waste containers
2. Sweep and wet mop floors
3. Restock dispensers with the proper product (common area to have extra service performed in mid-morning and mid-afternoon, M-F)
4. Clean and disinfect all restroom fixtures (common area to have extra service performed in mid-morning and mid-afternoon, M-F)
5. Unstop urinals, toilets and sinks (Notify LESSOR of necessary repairs.) (common area only)
6. Clean restroom mirrors and glass
7. Replenish air fresheners in all restrooms (common area only and as needed)
8. Remove graffiti from interior walls
9. Damp wipe all walls and partitions (as needed)
10. Clean around all door knobs and push plates
E. Dusting
1. Tops of all filing cabinets (only if cleared off and with notice posted by office worker)
2. Tops of desks where cleared (only if cleared off and with posted notice by office worker)
3. Table tops and counters where cleared

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CUSTODIAL SERVICE SPECIFICATIONS (Page 2 of 3)

WEEKLY SERVICE (Fridays)
A. General Cleaning
1. Remove fingerprints from doors, walls, and light switches
2. Remove marks/clean door kick plates
3. Wash wastebaskets/trash receptacles inside and out
4. Wash all handrails
5. Clean around door knobs/push plates
B. Floor and Carpet Care (including stairways)
1. Damp mop all hard surface floors
2. Buff all hard surface floors using a high speed buffing machine
3. Spot clean all carpeted floors
C. Restroom Cleaning
1. Scrub all sinks with abrasive cleaner
2. Scrub inside toilets and urinals with acid-type bowl cleaner
D. Dusting
1. All windows and door sills
2. Ledges, baseboards, and partitions
3. All chairs
4. Remove cobwebs from ceilings, corners and crevices, etc.
BI-WEEKLY SERVICES (Fridays)
Dry shampoo all carpeted areas.
MONTHLY SERVICE (Last Weekend of the Month)
A. Floor and Carpet Care
1. Scrub and refinish all hard surface floors using an acrylic finish
2. Edge out all carpet areas (areas that are out of reach during normal vacuuming)
B. Restroom Cleaning (including non-exclusive areas of the building)
1. Wash all walls and partitions
C. Dusting
1. Vacuum all upholstered furniture
2. Clean all blinds, drapes and window shades
D. Additional requirements specific to Premises
1. Shampoo all upholstered furniture

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CUSTODIAL SERVICE SPECIFICATIONS (Page 3 of 3)

QUARTERLY SERVICES (January, April, July, October)
A. General Cleaning
1. Wash exterior of all desks, filing cabinets, and tables
B. Floor and Carpet Care
1. Shampoo all carpeted areas using bonnet method
2. Strip and refinish all hard surface floors using an acrylic finish
C. Window Cleaning
1. Wash inside and outside windows
D. Dusting
1. High dust all light fixtures, HVAC vents and surface/ledges above six (6) feet.
BI-ANNUAL SERVICES (April and October)
A. Restroom Cleaning (including non-exclusive areas of the building)
1. Machine scrub restroom floors (porcelain tile floors)
ANNUAL SERVICES
A. Floor and Carpet Care
1. Steam/Extraction clean all carpeted areas

*** LESSOR and LESSEE agree that it may be necessary to modify the foregoing Custodial Service Specifications to better meet facility needs. Such modification shall be with mutual written consent. LESSOR and LESSEE acknowledge that additional costs may apply.**

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EXHIBIT H

PROPOSITION 65 WARNING

CALIFORNIA PROPOSITION 65 WARNING. This warning is provided in compliance with the requirements of California's Proposition 65, due to exposure to formaldehyde and other chemicals known to the State to cause cancer and birth defects or other reproductive harm, from exposures to materials used in and around the construction site of _____.

> **"WARNING: MATERIALS INCLUDED IN THE CONSTRUCTION OF THE PREMISES AND PROPERTY WILL EXPOSE YOU TO FORMALDEHYDE AND OTHER CHEMICALS KNOWN TO THE STATE OF CALIFORNIA TO CAUSE CANCER AND BIRTH DEFECTS OR OTHER REPRODUCTIVE HARM. FURTHER INFORMATION MAY BE OBTAINED FROM THE MANAGER/OWNER."**

This warning is provided to inform tenants of the exposure to formaldehyde and other chemicals known to the State to cause cancer and birth defects or other reproductive harm. The exposures are caused by the materials of which the office buildings on this site are constructed. **Environmental exposures to chemicals known to the State of California to cause cancer and birth defects or other reproductive harm will continue for as long as _____ engages in ongoing construction on and around the surrounding property.**

Formaldehyde. The United States Environmental Protection Agency, the California Air Resources Board, and other agencies have measured the presence of formaldehyde in the indoor air of homes in California. Levels of formaldehyde that present a significant cancer risk have been measured in most homes and offices. Formaldehyde is present in the air because it is emitted by a variety of building materials and products purchased by the builder from materials suppliers. These materials and products include carpeting, pressed wood products, insulation, plastics, and glues.

Other Chemicals. The Premises and/or ongoing construction sites in this development have not been tested. Given the cost of testing, it is not feasible to test every rental property and nearby construction site to ascertain the level of formaldehyde or other carcinogens and reproductive toxicants present in the rental property or ongoing construction sites nearby. Most homes, offices and construction sites that have been tested elsewhere do contain formaldehyde as well as other carcinogens and reproductive toxicants, although their concentrations vary from property to property with no obvious explanations for the differences. One of the problems is that many of the suppliers of building materials and products do not provide information on chemical ingredients to their builders. In the absence of specific information on these leased premises, and in light of the materials used in and around their construction, we believe that a warning is necessary.

Please provide this warning to invitees and guests entering this leased property. You may have further questions about these issues. _____, has made no inquiries of our material suppliers concerning these matters. _____ is willing to provide, upon request, the names of known material suppliers, which may be contacted for further information.

Introduced: 10/15/2025

Current Status: Health Department - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Director of Health Services or designee to sign a non-standard Software-As-A-Service (SaaS) Agreement with PDDS Buyer, LLC ("PDDS") for the licensing subscription to the Apteryx dental imaging software, for an initial term of one year, which will then auto-renew for successive one (1) year renewal terms, unless earlier terminated, and a total contract amount for the initial one-year term not to exceed $6,330;
b. Approve the recommendation of the Director of Health Services to accept the non-standard terms of the Agreement; and
c. Approve and authorize the Contracts and Purchasing Officer or their designee to execute future amendments, provided they do not exceed an aggregate amount of $200,000 and fall within the signing authority of the Contracts and Purchasing Officer.

RECOMMENDATION:

It is recommended that the Board of Supervisors:
a. Approve and authorize the Director of Health Services or designee to sign a non-standard Software-As-A-Service (SaaS) Agreement with PDDS Buyer, LLC. ("PDDS") for the licensing subscription to the Apteryx dental imaging software, for an initial term of one year, which will then auto-renew for successive one (1) year renewal terms, unless earlier terminated, and a total contract amount for the initial one-year term not to exceed $6,330;
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SUMMARY DISCUSSION:

The Health Department Clinic Services Bureau (Clinic Services) operates twelve community clinic sites, including a Mobile Unit, designated as Federally Qualified Health Centers (FQHCs) which provide preventive, primary, and specialty medical care services. Clinic Services' Mobile Unit is suitable for both primary care and dental services.

PDDS Buyer, LLC. ("PDDS") is a leading dental services solutions provider whose products include Apteryx, the cloud-based, device agnostic 3-D dental imaging software that is compatible with the Clinic Services' OCHIN Epic electronic medical record and practice management software system.

The Apteryx 3-D dental imaging software will be installed on the hand-held imaging device to be used

in the Mobile Unit and integrated with Clinic Services' OCHIN Epic medical record system.

PDDS has provided the appropriate coverage limits for Commercial General Liability, Cyber Liability, Waiver of Subrogation, and the statutory limits for Workers Compensation, however, cannot provide the additional insured and primary, non-contributory endorsements. Clinic Services is requesting approval of the risk modifications, including waiver of automobile insurance since the subscription services are entirely cloud-based and will not require any travel or on-site training.

Approval of recommendation will enhance the accuracy and efficiency of dental diagnostics for care delivery and improve dental health outcomes for Clinic Services patients.

OTHER AGENCY INVOLVEMENT:
County Counsel has reviewed and approved as to form. The Auditor-Controller's Office reviewed the contract and does not agree with the non-standard payment provisions. Risk has reviewed as to risk provisions.

FINANCING:
Sufficient appropriations are available in FY 2025-26 Adopted Budget of Clinic Services Bureau, Health Department (4000-HEA007). The Agreement is funded by revenue generated from Medi-Cal and Medicare payments. There is no financial impact to the General Fund resulting from approval of this Agreement.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
Approval of this Agreement will enhance the accuracy and efficiency of dental diagnostics for care delivery, and improve dental health outcomes for Clinic Services patients, aligning with the Strategic Goal of Well-Being and Quality of Life.

Mark a check next 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

Prepared by: Prisca Segovia, Management Analyst 755-4939
Approved by: Elsa Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Agreement

Introduced: 10/15/2025

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Mark a check next 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

Prepared by: Prisca Segovia, Management Analyst 755-4939
Approved by: Elsa Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Agreement

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SOFTWARE-AS-A-SERVICE AGREEMENT

This Software-as-a-Service Agreement ("**Agreement**") is made and entered into by and between PDDS Buyer, LLC, a Delaware limited liability company ("**PDDS**"), and County of Monterey, a political subdivision of the State of California, on behalf of the County of Monterey Health Department, Clinic Services Bureau ("**Client**" and each of PDDS and Client, individually a "**Party**" or collectively, the "**Parties**") as of the date of the Order (as defined below) attached as Exhibit F to this Agreement (the "**Effective Date**"). For purposes of this Agreement, "**PDDS Party**" means any affiliate of PDDS that may provide products or services hereunder or in connection with this Agreement. In consideration of the mutual promises and covenants in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows.

By signing and/or submitting an Order that incorporates this Agreement, Client hereby accepts this Agreement and represents that it has the authority to bind Client to this Agreement. Any individual executing an Order on behalf of a company or other legal entity represents that he or she has the authority to bind such entity to this Agreement. If Client does not agree to the terms of this Agreement, Client is not permitted to use the Services. Any usage of the Services indicates acceptance of this Agreement in its entirety.

1. ACCESS TO SERVICES.

1.1. Services; License. Subject to the terms of this Agreement, PDDS grants to Client a limited (during the Term), non-exclusive, non-transferable right and license ("**License**") to access and use the software services (the "**Software Services**") set forth in an applicable order form executed by and between PDDS and Client (each, an "**Order**") for its internal business purposes. The Software Services may include PDDS's online dental practice management, imaging, or patient communication software, and/or any other software services or other offerings made generally available by PDDS to its customers (including, for each, any subsequent updates, modifications, enhancements, or new versions).

1.2. Ancillary Services. Subject to the terms of this Agreement, PDDS shall provide certain ancillary services, including, as applicable to the Software Services purchased by Client: (i) standard customer support services as set forth on the attached Exhibit B – Support; (ii) data conversion services as set forth on the attached Exhibit C – Data Conversion; (iii) initial implementation as set forth on the attached Exhibit D – Implementation, Setup, and Training; and/or (iv) such other services as may be agreed upon by the Parties ("**Ancillary Services**" and, together with the Software Services, the "**Services**"). Client may opt to purchase enhanced Ancillary Services or may incur additional charges in accordance with the rates set forth in the applicable Exhibits and/or Documentation.

1.3. Additional Terms. Additional terms governing Client's use of the Services may be set forth in an Order. Client understands and agrees that it may only access and use the Services in a manner pursuant to PDDS's published user guides, manuals, instructions, and/or specifications provided or made available to Client (the "**Documentation**"). PDDS may update, modify, or improve the Services and/or Documentation at any time and at PDDS's sole discretion. In order to access the Services, Client may be required to agree to additional on-line terms and conditions, including the Website Terms of Use (published at https://www.planetdds.com/terms-of- use/) and Privacy Policy (https://www.planetdds.com/privacy-policy/) (collectively, the "**Web Terms**"). Client hereby agrees to the Web Terms, the terms of which are incorporated by reference as if fully set forth herein. PDDS may revise and update these Web Terms from time to time in our sole discretion. All changes are effective immediately when posted and apply to all access

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to and use of the Website thereafter. Client's continued use of the Website following the posting of revised Terms of Use means that Client accepts and agrees to the changes.

2. CLIENT OBLIGATIONS.

2.1. Use Restrictions. Client acknowledges and agrees that, in the use of the Services, it will not:

(a) use the Services or permit the Services to be used to perform any file storage or other services for any third party;
(b) upload or permit the Services to be used to upload any data that (i) infringes the intellectual property rights or other proprietary rights of any third party, (ii) is unlawful or objectionable material, or (iii) contains software viruses or other harmful or deleterious computer code, files or programs such as trojan horses, worms, time bombs or cancelbots;
(c) use or permit the use of any software, hardware, application or process that (i) interferes with the Services, (ii) interferes with or disrupts servers, systems or networks connected to the Services, or violates the regulations, policies or procedures of such servers, systems or networks, (iii) accesses or attempts to access another customer's accounts, servers, systems or networks without authorization, or (iv) harasses or interferes with another PDDS customer's use and enjoyment of the Services;
(d) tamper with or breach the security of the Services;
(e) modify, port, adapt, translate or create any derivative work based upon the Services or the Documentation;
(f) reverse engineer, analyze, decompile, disassemble, or otherwise derive or attempt to derive the source code of the Services,
(g) copy, distribute, sell, assign, pledge, sublicense, lease, loan, rent, timeshare, use, offer on a service bureau basis, deliver or otherwise transfer the Services or Documentation, in whole or in part;
(h) delete or in any manner alter any notices, disclaimers or other legends contained in the Services or Documentation appearing on any screens, documents, reports, numeric results or other materials obtained by Client through use of the Services;
(i) ship, transmit, transfer, or export the Services into any country not expressly approved by PDDS or use the Services in any manner prohibited by United States export laws, restrictions, or regulations; and
(j) access the Services by any method that violates the protocols of Exhibit A to this Agreement (including as such may be supplemented or otherwise modified in writing by PDDS).

2.2. Notwithstanding the foregoing, Client may make copies of the Documentation for its own internal use in connection with its use of the Services. Client may print out, or otherwise make, printed copies of the reports, numeric results, and other information or materials generated from Client's access and use of the Services for internal business purposes only.

2.3. Client shall, in its use of the Services, abide by and comply with all applicable local, state, national and international laws and regulations ("**Applicable Laws**"), including, for the avoidance of doubt, the US Health Insurance Portability and Accountability Act of 1996, as amended, and all current rules and regulations relating thereto, and the TCPA and CAN-SPAM, and all relevant implementing rules, orders, and regulations of the Federal Trade Commission and Federal Communication Commission. Client agrees and acknowledges that it, not PDDS, is responsible for any applicable vertical or industry-specific regulation compliance. In

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addition, Client is solely responsible for: (a) collecting and maintaining its subscriber lists and other customer data in accordance with Applicable Laws; (b) providing notice and obtaining consent from any customer, prospective customer, or any other individual who interacts with Client, its affiliates, or agents in connection with the Service as required under Applicable Laws for its use of the Services, including sending text messages; and (c) ensuring that all marketing and promotional activities that it conducts through the Services comply with Applicable Laws, including the content of its messages and campaigns. To the extent PDDS provides advice, guidance, templates, or suggestions via the Services, Ancillary Services, or otherwise, the foregoing are provided solely for convenience and PDDS does not assume any responsibility for Client's obligations under this Section, and Client remains solely responsible for its own compliance. Client should confer with its own independent legal counsel to determine whether marketing activities and content are sufficient for its purposes and meet its obligations under Applicable Laws.

3. OWNERSHIP. As between PDDS and Client, Client agrees that the Services, as well as all related technology, software code, services, trademarks, service marks, logos, and all content displayed in the Services, as well as all of the Documentation (collectively, the "**PDDS Materials**"), constitute the intellectual property of and are owned by PDDS. As between PDDS and Client, Client agrees that PDDS retains title to and ownership of all right, title, and interest in the PDDS Materials, including all intellectual property and other proprietary rights therein (subject to the applicable limited licenses expressly granted by PDDS to Client under this Agreement). If Client submits any feedback or otherwise requests, suggests or recommends any changes to the PDDS Materials, including, without limitation, new features or functionality relating thereto, Client hereby assigns to PDDS, and PDDS is free to use, without any attribution or compensation to Client or any third party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in such feedback with respect to the PDDS Materials, for any purpose whatsoever; *provided*, for the avoidance of doubt, that PDDS is not required to implement any requested changes or otherwise use any such feedback. All rights not expressly granted herein are reserved by PDDS.

4. DISCLAIMERS. CLIENT UNDERSTANDS THAT THE PDDS MATERIALS AND ANY OTHER SERVICES ARE BEING PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. PDDS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE SERVICES INCLUDING ALL WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

5. LIMITATIONS ON LIABILITY. THE TOTAL AND ENTIRE LIABILITY OF PDDS AND THE PDDS PARTIES IN THE AGGREGATE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR CLIENT'S USE OF THE SERVICES WILL BE LIMITED TO THE LESSER OF (i) FEES RECEIVED FROM CLIENT UNDER THIS AGREEMENT IN THE MOST RECENT THREE (3) MONTH PERIOD; OR (ii) FIFTY THOUSAND DOLLARS ($50,000). PDDS AND THE PDDS PARTIES SHALL NOT BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY TYPE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, WHETHER OR NOT PDDS, THE PDDS PARTIES AND/OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER BASED UPON BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE). PDDS AND THE PDDS PARTIES SHALL HAVE NO LIABILITY FOR ANY DAMAGES RESULTING FROM ANY ALTERATION, DESTRUCTION OR LOSS OF ANY DATA OR INFORMATION INPUT, GENERATED OR OBTAINED FROM ACCESS AND/OR USE OF THE SERVICES, INCLUDING ANY REPORTS OR NUMERIC RESULTS, WHETHER OR NOT PDDS AND THE PDDS PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS OF DAMAGES AND LIABILITIES SET FORTH IN THIS AGREEMENT ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN PDDS AND CLIENT, AND THE PRICING FOR THE LICENSE REFLECTS SUCH LIMITATIONS.

6. REGISTERED AND LICENSED USERS. In order for Client to access and use the Services, Client shall register an account with PDDS, provide PDDS with an email address, complete the online signup process (to include providing

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valid payment information), and obtain a unique password for accessing the Services ("**Password**"). Upon receiving an initial system Password, Client may issue unique User IDs and passwords, as provided for in Exhibit A hereto, to its authorized employees and agents ("**Licensed Users**"), if applicable, as provided for in Exhibit A hereto. PDDS may obtain email addresses from Licensed Users upon their accessing and using the Services for the express purpose of supporting Client. Licensed Users shall be subject to all applicable terms and restrictions governing Client's access to and use of the Services (including, without limitation compliance with the Documentation and Web Terms and the use restrictions set forth in Section 2), and Client is responsible and wholly liable for all acts or omissions committed under Client's Password and any and all accounts issued by Client to Licensed Users.

7. CLIENT DATA.

7.1. As between Client and PDDS, Client owns and will remain the sole and exclusive owner of all information and data it (or a Licensed User) inputs into the Services (the "**Data**"). Client hereby grants to PDDS (and its service providers) a limited, non-exclusive, worldwide license to access and use the Data in order to provide the Services. In addition, Client permits PDDS to access any reports or numeric results for the purpose of ensuring proper access and use of the Services by Client in accordance with this Agreement and to maintain and troubleshoot the Services. PDDS will maintain reasonable technical, physical, and administrative measures to safeguard the confidentiality of the Data. For Clients located in Alberta, PDDS shall, on request of Client, provide Client with information necessary to monitor compliance with this agreement including providing a description of safeguards in place for the security and protection of the Data. In the event of any loss or damage to Client's Data, reports or numeric results, Client's sole and exclusive remedy shall be for PDDS to use commercially reasonable efforts to replace or restore the lost or damaged data from the latest backup of such Data, reports, or numeric results which PDDS has maintained in accordance with its standard archival procedures.

7.2. PDDS will host Data in secure, U.S. based facilities. PDDS shall be deemed to have exercised reasonable care in the maintenance, custody and preservation of Data in Company's possession if such Data is treated substantially the same as Company treats its own like data.

7.3. In addition, Client agrees that PDDS may use such Data to compile and distribute statistical analyses, benchmarking and reports utilizing Aggregated Data derived from the Data in accordance with applicable law (including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act of 2009, and any regulations issued pursuant thereto). For purposes of this Agreement, "**Aggregated Data**" means data and information gathered or obtained by PDDS in connection with the Services, in an aggregated, de-identified form that does not contain or reveal personally identifiable information of Client or any of Client's customers and does not reveal any information that would allow for the identification of Client and/or Client's customers.

7.4. Nothing in this Section limits Client's responsibility for (i) maintaining the confidentiality of the its credentials, passwords and encryption keys associated with its and its Licensed Users' accounts, (ii) properly configuring and using the Services as required by Client and taking its own steps to maintain appropriate security, protection and backup of the Data, (iii) all activities that occur with respect to its accounts regardless of whether the activities are undertaken by Client, its Licensed Users, its employees or a third party (including its contractors or agents), (iv) Client's access and use of the Services in compliance with this Agreement and the applicable Documentation, (v) all Data, and (vi) ensuring that the storage of Data on the Services system is compliant with applicable privacy law requirements, including obtaining any necessary patient consents of authorizations. PDDS is not responsible for any alteration, compromise, corruption, or loss of Data that arises

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from any access to, sharing or use of Client's accounts, credentials, passwords or encryption keys.

8. CONFIDENTIALITY.

8.1. Confidential Information. Client acknowledges that the Services as well as PDDS's and PDDS Parties' technology, trade secrets, know-how, business operations, plans, strategies, customers, pricing, (except pricing that appears in the Agreement or amendments thereto is not Confidential Information), and other information and materials constitute and contain confidential, proprietary, and copyrighted information and subject matter of PDDS and PDDS Parties ("**Confidential Information**"). Confidential Information shall not include information that is shown by competent evidence: (i) is in or enters the public domain without breach of this Agreement; (ii) was possessed by Client prior to first receiving it from PDDS or an PDDS Party; (iii) was developed by Client independently and without use of or reference to the Confidential Information; or (iv) was received by Client from a third party without restriction on disclosure and without breach of a nondisclosure obligation.

8.2. Protection of Confidential Information. Client agrees to not, directly or indirectly, without PDDS' prior written consent, use the Confidential Information for any purpose other than as expressly permitted under this Agreement; divulge, discuss, provide, transmit, copy, make available or otherwise communicate the Confidential Information to a third party; or permit any third party to use such Confidential Information. Notwithstanding the foregoing, Client shall be permitted to disclose Confidential Information if such disclosure is required by law, provided that Client shall (i) give prompt notice of such requirement to PDDS so that PDDS it will have the opportunity to seek a protective order or other appropriate remedy; and (ii) cooperate in PDDS' attempts to obtain confidential treatment of such Confidential Information.

9. TRADE NAMES AND TRADEMARKS. Each Party hereby agrees that it shall not use or permit any third party to use, at any time, the other Party's trademarks, trade names, or logos without written permission of the other Party, although, each Party may use the other Party's trademarks, trade names, and logos in a nominative, non-trademark sense in connection with its marketing materials and/or public client lists.

10. NON-SOLICITATION OF EMPLOYEES. Client acknowledges that PDDS has extended significant time and energy recruiting, training, and retaining its employees. Client agrees to not, directly or indirectly, during the term of this Agreement and for a period of twelve (12) consecutive months immediately following the termination of this Agreement by either Party for any reason, solicit for employment any employees of PDDS or any person who had been employed by PDDS during the then-prior three (3) month period, or otherwise interfere with the employment relationship between PDDS and any of its employees. This Section 10 does not preclude Client from hiring any such employee of PDDS who responds to a general solicitation of employment through an advertisement not targeted specifically at PDDS or its employees.

11. INJUNCTIVE RELIEF.

11.1. Each Party acknowledges that a violation of Sections 1, 2, 3, 7, 8, 9, or 10 of this Agreement would cause irreparable harm to the other Party for which no adequate remedy at law exists, and each Party therefore agrees that, in addition to any other remedies available, the aggrieved Party shall be entitled to seek injunctive relief to enforce the terms of Sections 1, 2, 3, 7, 8, 9, or 10. The prevailing Party shall be entitled to recover all cost and expenses, including reasonable attorney's fees incurred because of any such legal action.

11.2. In the event of a violation or breach by Client of Section 10, Client will pay to PDDS an amount equal to $135,000. The Parties agree that such amount is a negotiated agreement as a reasonable estimate of actual

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damages that would be incurred by PDDS in the event of any such breach or violation and the Parties intend for such amount to be an enforceable liquidated damages remedy. The amount is reasonable and not intended to be, nor shall it be deemed to constitute, a penalty and is not greatly disproportionate to the significant business loss likely to be sustained by PDDS in connection with any such breach or violation.

12. HARDWARE AND SERVICE REQUIREMENTS. Client is solely responsible for acquiring, servicing, maintaining, and updating adequate equipment, computers, software, communications services (such as internet connectivity charges) and all other technology and services not owned or operated by or on behalf of PDDS, that enable Client to access and use the Services, and for all expenses relating thereto (plus any applicable taxes). Client agrees to access and use the Services in accordance with any and all operating instructions or procedures that may be issued by PDDS and amended by PDDS from time to time.

13. AVAILABILITY. Client acknowledges that functionality of the Services may at times be unavailable and outages may occur. PDDS will use commercially reasonable efforts to make the Services available to Client twenty-four (24) hours a day, seven (7) days a week, except for: (i) planned downtime (typically during weekend off-hours) and (ii) unplanned downtime beyond PDDS's reasonable control. Notwithstanding the foregoing, PDDS reserves the right, in its sole discretion, to make unscheduled updates or upgrades to the Services.

14. INDEMNITY.

14.1. Indemnification by PDDS.

(a) Except as provided in this Section, PDDS will defend and indemnify Client from and against any damages, liabilities, costs and expenses (including reasonable attorney's fees) ("**Losses**"), arising out of any claim that the Services infringe a valid United States patent or copyright, or misappropriates a trade secret, of a third party.

(b) If any part of the Services used by Client becomes, or in PDDS's opinion is likely to become, the subject of any injunction preventing its use as contemplated herein, PDDS will at its option: (i) procure for Client the right to continue using the Services; (ii) replace or modify the Services, so that it becomes non-infringing without substantially compromising its principal functions; or, if (a) and (b) are not commercially reasonable, then (iii) terminate Client's license to allegedly infringing part(s) of the Services and provide Client with a refund on a pro rata basis of any monies prepaid by Client for the of the infringing part(s) of the Services.

(c) PDDS will have no liability or obligation to Client hereunder with respect to any claim for United States patent or copyright infringement or trade secret misappropriation that is based upon: (i) use of the Services in an application or environment or on a platform or with devices for which the Services were not designed or contemplated; (ii) modifications, alterations, combinations or enhancements of the Services not created by PDDS; or (iii) failure to timely implement any modifications, upgrades, replacements, or enhancements made available to Client by or on behalf of PDDS. This Section 14 states the entire liability of PDDS with respect to infringement of any intellectual property rights by the Services or any part thereof or by its use or operation.

14.2. Indemnification by Client. Client shall indemnify, defend, and hold harmless PDDS, its subcontractors and affiliates, and each of its and their respective officers, directors, employees, agents, successors, and assigns from and against any and all Losses incurred thereby as a result of any third-party claim to the extent that such Losses arise out of or result from, or are alleged to arise out of or result from:

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(a) any materials or information (including Data) provided by or on behalf of Client to the extent prepared without contribution by PDDS;
(b) Client's breach of any covenant or obligation under this Agreement or violation of applicable law; or
(c) negligence or more culpable act or omission (including recklessness or willful misconduct) by Client, any Licensed User, or any third party on behalf thereof, in connection with this Agreement.

14.3. Indemnification Procedure.

(a) A Party seeking indemnification ("**Indemnitee**") shall promptly notify the other Party ("**Indemnitor**") in writing of any claim or proceeding ("**Action**") for which indemnification is sought pursuant to this Section 14 and shall cooperate with Indemnitor at Indemnitor's sole cost and expense.
(b) Indemnitor shall, at its own sole cost and expense, promptly assume control of the defense employing counsel reasonably acceptable to Indemnitee; provided, however, that Indemnitor shall not settle any Action in any manner that adversely affects the rights of any Indemnitee without Indemnitee's prior written consent, which shall not be unreasonably withheld or delayed.
(c) Failure to perform any obligation under this Section will not relieve either Party of its obligations except to the extent that such Party can demonstrate that it has been materially prejudiced as a result thereof.

15. U.S. GOVERNMENT CLIENTS. The Services and Documentation are "**Commercial Items**", as that term is defined at 48 C.F.R. §2.101, consisting of "**Commercial Computer Software**" and "**Commercial Computer Software Documentation**", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

16. LICENSE FEE AND TERM.

16.1. In exchange for Client's right to use the Services, Client shall pay PDDS licensing and other fees set forth in the applicable Order and, if applicable, the Variable Fee Schedule published at https://www.planetdds.com/planet-dds-variable-fee-schedule/. PDDS will invoices Client annually at the commencement of each subscription term. Client shall pay all undisputed amounts due to PDDS within forty-five (45) days from receipt of the applicable invoice. Client shall be responsible for the payment of all applicable sales, use or other consumer taxes, unless a valid exemption certificate is provided.

16.2. This Agreement shall remain in effect for so long as Services are being provided pursuant to any applicable Order. Unless otherwise specified in the applicable Order, the License to the applicable Services set forth in an Order shall remain in effect for an initial term commencing on the Effective Date (or, with respect to any Services added after the Effective Date, the date the applicable Order is executed) and ending on the first anniversary of the initial Billing Start Date (as defined below) (the "**Initial Term**"). Thereafter, unless otherwise set forth on the applicable Order, the Services will automatically renew for successive one (1) year terms (each a "**Renewal Term**" and together with the Initial Term, the "**Term**") unless either Party

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notifies the other of non-renewal at least thirty (30) days prior to the expiration of the then-current Term. Orders for additional Services and/or Client locations that are entered into during the Term will be conterminous with all other Services. Upon the expiration of the Initial Term and/or any Renewal Term, PDDS may, upon written notice to Client, make reasonable adjustments to the pricing of the Services effective for the upcoming Renewal Term(s); *provided*, that the Parties agree that subscription pricing for each of the first two Renewal Terms (*i.e.*, for the second and third years of the Term) will increase by 10% over the prior year's pricing. Any adjustments to pricing permitted under this Section 16 shall apply concurrently to all Client locations and affected Services. This Agreement may be amended or modified only by an instrument in writing signed by both parties.

16.3. Unless otherwise specified in the applicable Order, PDDS shall invoice Client for fees associated with implementation, training, conversion, and other professional Services upon the commencement of such Services. Fees for subscription-based Services shall begin to accrue on the "**Billing Start Date**" determined (a) as set forth on the applicable Order or (b) if the applicable Order does not specify a billing start date, based on the earliest to occur of: (i) the date of first installation of on-premises software (if applicable) or other use of the Services; or (ii) sixty (60) days from the date this Agreement is executed; *provided*, that if this date occurs (x) between the 1st and 15th day of a month, the Billing Start Date shall be the 1st of that month and (y) between the 16th and final day of a month, the Billing Start Date shall be the 1st of the following month.

17. TERMINATION.

17.1. Termination. Either Party may terminate this Agreement immediately upon notice if the other Party breaches a material term of this Agreement and fails to remedy that breach within five (5) business days after written notice, which may be electronic (subject to Section 18.7), from the terminating Party.

17.2. Effect of Termination. Upon termination of this Agreement, all rights, including the license granted to Client under this Agreement will cease and Client's access to the Services may be disabled.

(a) *Data Export*. It shall be Client's sole responsibility to extract a copy of the Data from PDDS' data repositories prior to termination of this Agreement. Client may also request, at any time prior to or within ten (10) business days after termination of this Agreement, that PDDS transmit all Data to a secure site from which Client shall have access to the Data until thirty (30) days after termination of this Agreement. Notwithstanding the foregoing, (i) Client may be required to pay a processing fee of $995 per extract/download in connection with the export of Client's XVWeb server patient and imaging data via a secure download link, (ii) if, as part of the implementation process or otherwise during the Initial Term, Client provides Data for conversion by PDDS into a format suitable for use with XVWeb, Client will not be entitled to an export of such converted Data prior to the expiration of the Initial Term (*i.e.*, Client will retain the unconverted Data in its original format and PDDS will only provide an export of new Data captured during the Initial Term), and

(iii) PDDS may charge a reasonable fee for exports of Data from other PDDS Services. Additional terms may apply as set forth in the applicable Order. PDDS may retain Data (including in its backups, archives, and disaster recovery systems) to comply with applicable law or internal business policies and procedures until such Data is deleted in the ordinary course.

(b) *Early Termination*. Client may terminate this Agreement at any time without cause upon at least thirty (30) days written notice to PDDS. If Client terminates any Services without cause before expiration of the of the Initial Term, or if PDDS terminates this Agreement due to Client's material breach as authorized by this Section 17, then Client shall remain responsible for all

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subscription and other fees invoiced for the then-current subscription term and shall not be entitled to any refund of pre-paid fees. If Client terminates and Services without cause during any Renewal Term, or if Client terminates this Agreement due to PDDS's material breach as authorized by this Section 17, then PDDS shall provide Client with a pro-rated refund in respect of pre-paid fees for any remaining months of the then-current subscription term.

17.3. Termination for Lack of Government Funding. Client's payments to PDDS 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 Client's purchase of the indicated Services, then Client may give written notice and reasonable evidence of this fact to PDDS, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its sole notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

17.4. Survival. Upon termination or expiration of this Agreement, Sections 2, 3, 5, 6, 7, 8, 9, 10, 11, 17.2 and 18 of the Agreement along with all payment obligations under this Agreement with respect to fees accrued prior to termination, and any other right or obligation of the Parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, shall survive such termination or expiration.

18. MISCELLANEOUS.

18.1. Complete Agreement. This Agreement, including any Exhibits attached hereto and any executed Orders that reference this Agreement, constitute the complete and exclusive statement of the agreement between Client and PDDS, and supersedes any proposal or prior agreement, oral or written, and any other communications between the parties relating to the subject matter of this Agreement. This Agreement may not be modified by Client except upon mutual agreement by the Parties in writing. The Agreement may be modified by PDDS as set forth herein. In the event of any inconsistency between the statements made in the body of this Agreement, the related exhibits, schedules, attachments, and appendices (other than an exception expressly set forth as such therein) and any other documents incorporated herein by reference, the following order of precedence governs: (a) the body of this Agreement; (b) the exhibits, schedules, attachments, and appendices attached hereto; (c) Orders (except as expressly agreed to by the Parties that an Order provision supersedes the Agreement); (d) the Web Terms and any other documents incorporated herein by reference; and (d) the Documentation.

18.2. Assignment. The Agreement shall bind the Parties and their respective successors and assigns. PDDS may assign the Agreement to a third party without Client's prior written consent. Client may assign the Agreement to an affiliate or due to a change of control or corporate reorganization upon prior written notice to PDDS and subject to the execution by Client and the applicable assignee of an assignment and assumption agreement in a form reasonably acceptable to PDDS.

18.3. Force Majeure. Neither Party will be responsible for any failure to perform due to causes beyond its reasonable control, including acts of God, acts of terrorism, war, riot, embargoes, acts of civil or military authorities, national disasters, strikes and the like, except that this provision shall not limit Client's obligation to make payments under the Agreement.

18.4. Governing Law and General Provisions. This Agreement will be governed by the laws of the State of California, USA, excluding the application of its conflicts of law rules. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. If any part of this Agreement is found void and unenforceable, it will not affect the validity

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of the remainder of the Agreement, which shall remain valid and enforceable according to its terms. The word "including" shall mean "including without limitation" and "including but not limited to" to provide the broadest interpretation. The headings contained in this Agreement are for reference only and shall not affect the meaning or interpretation of this Agreement. PDDS' failure to exercise or enforce any right or power under this Agreement shall not constitute a waiver of such right or power.

18.5. Non-Disparagement. The Parties agree not to disparage to any other person or entity each other or any of their business or businesses, business ventures, business transactions, or business operations, marketing, management, or any other business related activities whatsoever, or anything else about any or all of them, whether learned before, on or after the date of this Agreement.

18.6. Third Parties. Nothing contained in this Agreement is intended to confer upon any person other than the Parties hereto and their respective successors and permitted assigns, any benefit, right or remedy under or by reason of this Agreement, except with respect to PDDS Parties who shall be deemed third party beneficiaries under this Agreement but solely with respect to those terms that specifically reference a PDDS Party or the PDDS Parties.

18.7. Notices. Any notice or communication from one Party to the other is to be in writing and either personally delivered or sent via certified mail, postage prepaid and return receipt requested to the addresses below. In addition, the Parties may use e-mail for notice, provided that the receiving Party acknowledges receipt of the e- mail in writing, such acknowledgment not to be unreasonably withheld. All notices are to be in English and will be effective upon receipt or, in the case of e-mail notice, upon written acknowledgment. To be clear, an automatically generated e-mail response, such as one designed to alert recipients that the sender is out of the office and unable to respond to e-mails, shall not constitute acknowledgment for purposes of this Section.

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to Client and PDDS's contract administrators at the addresses listed below:

FOR CLIENT:	**FOR PDDS**:
Elsa Jimenez Director of Health Services	PDDS Buyer, LLC
1270 Natividad Road Salinas, CA 93906	17872 Gillette Avenue, Suite 250 Irvine, CA 92614
WITH COPY TO:	
Clinic Services Bureau Attn: Contracts Monitor 1615 Bunker Hill Way, Ste. 140 Salinas, CA 93906	

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19. INSURANCE.

19.1. Other Insurance Requirements. All insurance required by this Agreement shall be issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date PDDS completes its performance of services under this Agreement.

19.2. As between PDDS and Client, PDDS shall be responsible for ensuring that any subcontractor engaged by PDDS in connection with the Services complies with the terms and conditions of this Agreement.

19.3. 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.

19.4. Worker's Compensation Insurance: If PDDS 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.

19.5. Waiver of Subrogation: Regarding Commercial General Liability and Automobile Liability policies, CONTRACTOR hereby grants to County a waiver of any rights to subrogation which any insurer of said CONTRACTOR may acquire against the County by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsements from the insurer.

19.6. Prior to the execution of this Agreement by Client, PDDS shall provide certificates of insurance to Client evidencing insurance satisfactory to Client. PDDS shall notify Client and provide a new or amended certificate of insurance within thirty (30) calendar days after any material change is made in such insurance. 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.

19.7. PDDS shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, upon request by Client, annual certificates to Client. Failure by PDDS to maintain such insurance coverage is a breach of this Agreement, which entitles PDDS, at its sole and absolute discretion, to terminate this Agreement in accordance with Section 17.1.

[*Remainder of page intentionally left blank*]

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By signing below, each Party confirms that it has read, understands and accepts the above agreements.

PDDS BUYER, LLC

By: 

Name: Mike Huffaker

Title: Chief Revenue Officer

CLIENT

By: _____

Name: _____

Title: _____

CLIENT/County of Monterey

Approved as to Legal Form:

DocuSigned by:
By: Stacy Saetta Date: 10/13/2025 | 9:54 AM PDT
C0ECE1B99F444A9...
Chief Deputy County Counsel – County of Monterey

Approved as to Fiscal Provisions:

By: _____ Date: _____
Auditor-Controller – County of Monterey

Approved as to Risk Provisions:

DocuSigned by:
By: David Bolton Date: 10/13/2025 | 5:06 PM PDT
3E7A6EF11DD8446...
David Bolton, Risk Manager – County of Monterey

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EXHIBIT A – LICENSED USER LIMITATIONS

1. "Dummy", generic and/or shared Licensed User IDs and passwords are prohibited.

2. Each issued Licensed User ID and password shall be assigned to a single, unique and individually named human person. For example, a Licensed User ID shall be issued for the individual "Joan Smith", not "Nurse 1."

3. Licensed Users may not be computerized bots, scripts, screen scrapers and/or any other automated mechanism designed to access the Services posing as a human user, and no Licensed User shall permit their Licensed User ID to be used with any such automated mechanism.

4. Except where otherwise set forth in the applicable Order, a Licensed User is restricted to accessing the Services via a single device and may not maintain active sessions on multiple devices simultaneously. Inactive sessions may be auto-terminated as an added security precaution.

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EXHIBIT B – SUPPORT

1. Enterprise Clients.

1.1. Client shall provide a person(s) or team(s) of Level 1 Support personnel to act as its internal Help Desk(s).

1.2. Level 1 Support, provided by Client's internal Help Desk, is the first line of support for all Licensed Users of Client, responsible for resolving issues raised by its Licensed Users, except those of an unusual, technical or defective nature.

1.3. If Client's Help Desk cannot, after a reasonable expenditure of time and effort, resolve an issue raised by its Licensed Users, the issue may then be escalated to Level 2 Support. Level 2 Support is provided by PDDS.

1.4. PDDS shall provide unlimited Level 2 Support to Client's Help Desk. Level 2 Support will be provided during PDDS' normal business hours.

1.5. Level 2 Support typically addresses issues of an infrequent, unusual, technical, or defective nature, issues that are not typically encountered.

1.6. Level 2 Support shall support Client's Help Desk but will not directly support Client's Licensed users.

1.7. A resolution by Level 2 Support may require the assistance of Client's Help Desk. Any resolution of an issue by Level 2 Support shall be propagated by Client's Help Desk to the appropriate Licensed User(s).

1.8. Should PDDS determine that some portion of the Level 2 Support it is providing to Client is in fact training or Level 1 Support, PDDS reserves the right to bill Client for these services at the Training Rate therefor

2. Single Practice Clients.

2.1. Client shall designate a person or team to act as its Support Contact.

2.2. PDDS shall provide unlimited Level 1 and 2 Support via Client's Support Contact. Support will be provided during PDDS' normal business hours.

2.3. Should PDDS determine (in its sole discretion) that some portion of the Support it is providing to Client is in fact training, PDDS reserves the right to bill Client for these services at the Training Rate therefor.

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EXHIBIT C – DATA CONVERSION

1. Standard Conversion Services. Conversion of historical data included in the bundled Denticon implementation services fee is set forth on the following table. Data and document conversion may not be available for every system, and the compatible data available from each system may vary; the conversion checklist provided by the PDDS sales representative and referenced in the Order contains specific details regarding the data that can and cannot be converted from supported systems.

Standard Conversion History

Transactional Data (prior history, treatments, financial transactions, etc.)	10 years of historical data
Treatment Plans	2 years of historical data
Appointment History	Future appointments plus 30 days prior to go-live

2. Non-Standard Conversion Services. The following items may be considered non-standard and incur additional costs as outlined in the following table. Please see the conversion checklist for specific details regarding the data that can and cannot be converted from supported systems.

Non-Standard Items

Item	**Price**
Perio Charting	$350
Pre-Existing Conditions	$350
Subscriber Information	$350

3. Trial Conversions. PDDS will perform at least one trial conversion to ensure the data was converted accurately from Client's source system. PDDS will provide audit sheets and asks that Client review the data thoroughly to ensure accuracy and identify any requested enhancements. Should issues be identified, additional trials may be necessary to validate results. Additional trial conversions to verify results can be completed with Client approval at an additional cost of $750 per location.

4. Custom Conversion Services. Custom programming to complete enhanced non-standard conversion work (a "**Custom Conversion**") may be accommodated for an additional fee, assuming the data required for the conversion is available and compatible with Denticon. If Client requests a Custom Conversion, the PDDS conversion team will size the request based on the complexity and level of effort, and the Custom Conversion will be priced based on the following table. Work on the Custom Conversion will begin upon Client approval, and changes to the scheduled trial or go-live may be required to accommodate the additional development time.

Custom Conversion Pricing:

Size	**Price**
XS	$350
S	$700

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M	$1,400
L	$3,500
XL	$7,000
XXL	$14,000

PDDS typically re-loads the trial environment after any Custom Conversion. If the Custom Conversion requires a re-trial, an additional trial fee of $750 per location may be applied in addition to the cost of the Custom Conversion. If the client chooses not to pay for a re-trial after a Custom Conversion, or if a request for a Custom Conversion is made so late that a re-trial is not possible, PDDS cannot guarantee accuracy of the converted data for go-live. Some items may not be able to be updated or fixed once the data is loaded into the live environment.

5. Post Go-Live Changes. Clients should review trial data carefully and make any requests for enhancements or corrections during the trial phase. Modifying converted data post go-live significantly increases the complexity and risk to production data, so requests for post go-live changes may not be possible in some cases. Post go-live changes are also significantly more expensive, due to the complexity involved with integrating changes into live data. When permitted, post go-live changes may incur a fee of $750 per location in addition to the fees set forth above.

6. Delivery of Historical Data. PDDS will provide scheduled dates for delivery of Client's historical data for both trial and final data conversions. Late fees or delays to trial or go-live dates may result if Client does not deliver such data by the scheduled date.

7. Rescheduling. A $350 late cancellation or rescheduling fee may apply for trials and/or final data conversions if the scheduled extract or upload is rescheduled less than one week prior to the originally scheduled date.

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EXHIBIT D – IMPLEMENTATION, SETUP, AND TRAINING

1. Standard package includes the setup, implementation, and training hours set forth on the applicable Order.

2. Unused hours included as part of the standard package are non-transferrable and expire once customer go-live is complete.

3. Any additional setup, implementation, and training sessions will be made available upon written request and are subject to charges of $175 per hour.

4. A $175 fee will be billed for any no-show or late cancellation (less than 24-hour notice) of virtual trainings or setup meetings.

5. PDDS understands that unexpected events may result in customer tardiness to a training or setup meeting and will do its best to review all topics in the remaining meeting time. If an extension is needed to ensure all content is covered, then Client will be billed for the additional time at $175 per hour.

6. Virtual go-live support is sold separately at $175 per hour. A minimum purchase of four hours is required.

7. Onsite training and onsite go-live support are sold separately at a fee of $1,500 per eight-hour day, plus travel and related expenses. A two-day minimum is required for each, and the days must be consecutive. Any training time beyond the included 8-hour sessions will be billed at $175 per hour.

8. Upon Client request, onsite go-live prep/gap data entry can be scheduled the day before onsite go-live support and will be charged at a fee of $1,500 per eight-hour day.

9. All onsite training and support must be scheduled at least six weeks in advance. Once an onsite visit is scheduled, any requested changes are subject to availability and changes must be made at least two weeks prior to the scheduled visit. Any cancellations or changes made within two weeks of the scheduled visit will result in fees of $1,500, plus any non-refundable expenses incurred by PDDS.

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EXHIBIT E – AI FEATURES ADDENDUM

If Client has purchased Apteryx XVWeb AI or Apteryx XVWeb AI Integration, the terms of this Exhibit E – AI Features Addendum (““**Addendum**”) will apply to such services. To the extent there is any conflict between this Exhibit E and the Agreement, this Addendum will control. All terms used and not defined herein will have their respective meanings as set forth in the Agreement.

1. AI Features. This Addendum governs Client’s use of the clinical artificial intelligence software functionality and documentation (“**AI Features**”) made available by PDDS under license from the applicable third-party service provider(s) (“**PDDS’ Licensor**”). During the term of this Addendum, PDDS will provide Client with access to the AI Features and deliver to Client through the Services the results of automatic clinical data analysis (the “**Results**”) of digital dental images submitted by Client to the Services (“**Scan(s)**”). For purposes of this Addendum, the Services will include the AI Features and the Data will include the Scan(s).

2. Data License. Client hereby grants to PDDS a limited, worldwide, non-exclusive, royalty-free, fully paid up, non-transferable (except in connection with a permitted assignment of this Addendum) right and license (with right of sublicense to third party service providers in connection with providing the Services) during the term of this Addendum (i) to use, reproduce, host, store, process, transmit, manipulate and display the Data and Results solely in connection with providing the Services to Client; and (ii) to anonymize the Data and Results and aggregate the same with other anonymized data and results such that the identity of Client or any individual cannot be determined or reverse engineered (such anonymized and aggregated data, “**Anonymized Data**”). For clarity, Anonymized Data is not Data.

3. Pilot Subscriptions. Notwithstanding anything to the contrary herein, the warranties, indemnities and other obligations of PDDS and PDDS’ Licensor in the Agreement and this Addendum shall not apply to trials, evaluations or beta functionality of the AI Features, all of which are provided “as is” and “as available.”

4. Client Obligations. In addition to Client’s obligations set forth in the Agreement, Client shall not (and shall require that its Licensed Users do not) and shall not allow any third party to: (i) use the Services for the benefit of any unauthorized third party or for any other purpose not expressly permitted by PDDS or PDDS’ Licensor; (ii) use any robot, spider, scraper or other automated means to access the Services in an unauthorized manner, or engage in any scraping, data-mining, harvesting, data aggregating or indexing of the Services; (iii) create Internet “links” to or from the Services or “frame” or “mirror” any content forming part of the Services, other than on Client’s own intranets or otherwise for its own internal business purposes, or access or search the Services by any means other than the publicly supported interfaces of PDDS and PDDS’ Licensor; (iv) access or use the Services to create a new or competitive product or service or build a new or competitive add-on, module, or enhancement to an existing product or service; or (v) publicly disseminate information regarding the performance of the Services or Results.

5. Term and Termination. The “**Effective Date**” of this Addendum shall be determined (a) as set forth on the applicable Order or (b) if the applicable Order does not specify an effective date, based on the earliest to occur of: (i) the date of first installation of on-premises software (if applicable) or other use of the AI Features; or (ii) sixty (60) days from the date this Addendum is executed. If this determined date occurs from the 1st–15th of the month, the Effective Date shall be the 1st of that month. Should the determined date occur between the 16th-end of month, then the Effective Date shall be the 1st of the following month. This Addendum shall remain in effect for a term commencing on the Effective Date and, unless otherwise set forth on the applicable Order, continuing on a month-

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to-month basis until terminated. Either Party may terminate this Addendum (x) immediately upon notice if the other Party breaches a material term of this Addendum and fails to remedy that breach within five (5) business days after written notice, which may be electronic, from the terminating Party and (y) without cause at any time upon thirty (30) days' written notice. On termination of this Addendum, all rights granted to Client under this Addendum will cease and Client's access to the AI Features may be disabled. Upon termination or expiration of this Addendum, Sections 6 through 9 of this Addendum, and the sections identified in the Agreement as surviving, as incorporated into this Addendum, shall so survive.

6. Data Security. Client acknowledges and agrees that PDDS' Licensor will have no responsibility for errors in transmission, unauthorized third-party access, loss, corruption, destruction, alteration, or unauthorized disclosure of or access to Data which occurs outside of PDDS' Licensor's reasonable control. Client acknowledges and agrees that PDDS' Licensor does not provide an archiving or data backup service. PDDS' Licensor expressly disclaims all other obligations and liability with respect to storage and data backup.

7. Ownership and Feedback. As between PDDS' Licensor and Client, PDDS' Licensor owns all right, title and interest in and to the AI Features, including all intellectual property and other property rights therein, and PDDS' Licensor expressly reserves all rights to the AI Features not expressly granted to Client herein. To the extent Client submits any feedback to PDDS' Licensor with respect to the AI Features or other PDDS' Licensor products or services, Client grants to PDDS' Licensor a worldwide, nonexclusive, royalty-free, fully paid, perpetual, irrevocable, transferable license (with right of sublicense) to use, reproduce, modify, translate, distribute, adapt, translate, publicly perform and display, import, sell, license, offer for sale, make, have made and otherwise commercially exploit the feedback in any form, media, or technology, whether now known or hereafter developed, without restriction or obligation of any kind.

8. **Warranty Disclaimers and Limitation of Liability**.

a. Disclaimers. THE AI FEATURES AND RESULTS ARE PROVIDED "AS-IS" AND PDDS AND PDDS' LICENSOR DO NOT MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT THERETO. PDDS AND PDDS' LICENSOR HEREBY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE AI FEATURES AND RESULTS, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS, AND ANY WARRANTY ARISING THROUGH COURSE OF PERFORMANCE OR USAGE OF TRADE. NEITHER PDDS NOR PDDS' LICENSOR NOR ITS OR THEIR EMPLOYEES, AFFILIATES, SUBSIDIARIES, CONTRACTORS, REPRESENTATIVES OR CONSULTANTS SHALL HAVE ANY RESPONSIBILITY TO CLIENT OR CLIENT'S USERS WHO USE THE AI FEATURES, OR ANY THIRD PARTY, FOR DIAGNOSIS, TREATMENT, OR MEDICAL PROCEDURES OR PRESCRIPTIONS FOR OR WITH RESPECT TO ANY PATIENT, OR OTHER PROVISION OF HEALTH CARE SERVICES. PDDS AND PDDS' LICENSOR DO NOT WARRANT THAT CLIENT'S USE OF THE AI FEATURES WILL BE SECURE, UNINTERRUPTED OR ERROR-FREE, NOR DO PDDS AND PDDS' LICENSOR WARRANT THAT THE RESULTS WILL BE ACCURATE OR RELIABLE. PDDS AND PDDS' LICENSOR DO NOT WARRANT THAT THEY WILL REVIEW THE DATA SUBMITTED TO THE AI FEATURES FOR ACCURACY OR THAT THEY WILL PRESERVE OR MAINTAIN THE DATA WITHOUT LOSS OR CORRUPTION. PDDS AND PDDS' LICENSOR SHALL NOT BE LIABLE FOR THE RESULTS OF ANY COMMUNICATIONS SENT OR ANY COMMUNICATIONS THAT WERE FAILED TO BE SENT USING THE AI FEATURES. PDDS AND PDDS' LICENSOR SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS, THIRD-PARTY PLATFORMS OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF PDDS AND PDDS' LICENSOR. PDDS AND PDDS' LICENSOR EXPRESSLY DISCLAIM

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ANY REPRESENTATIONS OR WARRANTIES THAT CLIENT'S USE OF THE AI FEATURES WILL SATISFY ANY STATUTORY OR REGULATORY OBLIGATIONS, OR WILL ASSIST WITH, GUARANTEE OR OTHERWISE ENSURE COMPLIANCE WITH ANY APPLICABLE LAWS OR REGULATIONS. CLIENT IS SOLELY RESPONSIBLE FOR ENSURING THAT CLIENT'S AND ITS USERS' USE OF AND ACCESS TO THE AI FEATURES IS IN ACCORDANCE WITH APPLICABLE LAW. CLIENT MAY HAVE OTHER STATUTORY RIGHTS, BUT THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE SHORTEST PERIOD PERMITTED BY LAW. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PDDS' AND PDDS' LICENSOR' LIABILITY UNDER ANY IMPLIED OR STATUTORY WARRANTY, CONDITION, TERM, REPRESENTATION, UNDERTAKING OR GUARANTY WHICH CANNOT BE LEGALLY EXCLUDED IS LIMITED IN RESPECT OF THE AI FEATURES. PDDS and PDDS' Licensor are not engaged in the practice of dentistry, and the AI Features and Results provided under this Agreement shall not be considered medical advice. Client acknowledges that the AI Features and any Results are not standalone clinical decision tools. Analytics or Results produced by the AI Features are not intended to be medical advice or instructions for medical diagnosis, treatment or care of persons and are designed to be used in conjunction with other processes and procedures used by Client or its users to provide care to patients under the supervision of appropriate healthcare professionals. The AI Features and Results and analytics derived from use of the AI Features are intended as a reference and a supplement to, and not a substitute for, the knowledge, expertise, skill and judgment of a licensed medical professionals and should not be used to diagnose, treat, cure or prevent medical conditions without supervision of licensed medical professionals and under no circumstances represent the recommendations of PDDS or PDDS' Licensor. Client acknowledges and agrees that the AI Features or Results shall not be used in connection with rendering patient care by anyone other than an appropriately licensed medical professional exercising professional judgment.

b. Limitation of Liability. TO THE FULLEST EXTENT ALLOWED BY LAW, PDDS' LICENSOR WILL NOT BE SUBJECT TO ANY LIABILITY TO CLIENT OR ITS USERS IN CONNECTION WITH THIS ADDENDUM. WITHOUT LIMITING THE FOREGOING, PDDS' LICENSOR SHALL IN NO EVENT BE LIABLE, REGARDLESS OF THE FORM OF ACTION, INCLUDING CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES (WHICH MAY INCLUDE, WITHOUT LIMITATION, LOST PROFITS, REVENUE OR BUSINESS, LOSS OR CORRUPTION OF DATA, LOSS OF USE OR COSTS TO PROCURE SUBSTITUTE GOODS OR SERVICES) ARISING UNDER OR RELATED TO THIS ADDENDUM, EVEN IF IT HAS BEEN ADVISED OF OR COULD HAVE REASONABLY FORESEEN THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS SHALL APPLY NOTWITHSTANDING THAT ANY PROVISION OF THIS ADDENDUM FAILS ITS ESSENTIAL PURPOSE. THE FOREGOING LIMITATIONS ARE CUMULATIVE AND NOT PER INCIDENT AND SHALL APPLY EVEN IF THE NON-BREACHING PARTY'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE

9. Third Parties. PDDS' Licensor is an intended third party beneficiary of this Addendum. Nothing contained in this Addendum is intended to confer upon any person other than the Parties and PDDS' Licensor and their respective successors and permitted assigns, any benefit, right or remedy under or by reason of this Addendum.

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Greetings!

You're about to make a great choice! Thank you for your interest in Apteryx Imaging XVWeb, the leading, cloud-based imaging software by Planet DDS. We're looking forward to partnering with your organization and assisting you with the next steps.

As you know, with XVWeb, your organization will enjoy anytime anywhere cloud access, compatibility with all major imaging hardware and practice management solutions, HIPAA compliant sharing portal, reduced IT costs, and more.

Unlike some of our competitors that lock you into proprietary software or can't perform their own conversions, we're committed to ensuring your success at every step in your customer journey. It's no wonder why Apteryx is the chosen imaging solution of the US Army and Navy, and an estimated 10,000 practices across the country use Apteryx.

In the past 20 years, we've successfully converted over 6,000 practices, migrating from over 100 different systems. In short, you'll be in excellent hands.

Our team of experts is standing by to welcome you and assist you through our implementation, conversion, and training process. Attached, please find an overview of our implementation process as well as your custom invoice.

From our state-of-the art imaging software to best-in-class support, we are deeply invested in ensuring our client's success.

I look forward to partnering with you to help you reach all your organization's goals.

Brittany Luckenbaugh

Brittany Luckenbaugh
Senior Account Executive
bluckenbaugh@planetdds.com
(804) 514-4168

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XVWeb Implementation Overview



01

Kickoff and XVWeb Setup

Let's get started! We will make introductions so you can get to know us and we can learn about you and your practice needs. We will review a timeline and answer all of your implementation questions. It's time to set up your XVWeb account!

02

Initial Conversion

Our trial conversion will give you the opportunity to review and approve the converted data.

Final Differential Conversion

We will capture all new images since the initial conversion.

03

User Training

We offer trainings for all levels of XVWeb users. Our trainings will equip users with skills they need so they can work confidently and effectively within XVWeb.

04

Live-Date and Beyond

Congratulations on joining the XVWeb cloud! Our team is here to ensure a smooth transition on live-date and beyond. Your practice will continue to receive lifetime support through our accounts and customer care teams.

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PDDS Buyer, LLC
17872 Gillette Avenue, Suite 250
Irvine CA 92614

Quote#: Q-111820
Prepared on: Oct 6, 2025
Expires on: Nov 17, 2024

Bill To : , Monterey County Health Department

Sales Person	Phone Number	Email	Payment Method
Brittany Luckenbaugh	(804) 514-4168	bluckenbaugh@planetdds.com	Due Upon Receipt

Annual Subscription Items

Qty	Product	Location	Original Price	Price	Total
1	XVWeb - Pro 3D Location Annual Prepaid (Unlimited) - Annual Subscription	Monterey County Health Department - FQHC Clinics	$4,188.00	$4,188.00	$4,188.00

Annual Subscription Items Total: $4,188.00

Startup and Training Pricing

Qty	Product	Location	Original Price	Price	Total
1	XVWeb - Server Setup - Pro 3D Unlimited		$299.00	$299.00	$299.00
1	XVWeb - Location Setup & Training	Monterey County Health Department - FQHC Clinics	$149.00	$149.00	$149.00
1	Database Upgrade (Apteryx to DCV/XVWeb)	Monterey County Health Department - FQHC Clinics	$295.00	$295.00	$295.00

Total: $743.00

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Proposal Notes:

Billing Schedule:

- Upfront server set-up fees to be billed upon final Agreement
- Subscription billing start date to commence November 1, 2025 regardless of implementation and onboarding status
- Customer to pay for first 12 months of service upfront, including all one-time set up fees, with net 45 terms
- Agreement to renew on an annual basis
- Annual price adjustment capped at 10% for the first two renewals (Year 2 and Year 3)

Additional Notes:

- XVWeb Pro Unlimited 3D includes:
- 2D and 3D imaging
- Unlimited licenses/devices for capturing images
- Unlimited viewing computers
- Unlimited cloud storage for 2D and 3D images
- Telephone technical support
- Software updates

I accept the terms and conditions

1. Who is the Main Point of Contact, that we should work with to schedule the software installation?

   First Name :

   Last Name :

   Email :

   Phone Number :

2. Please enter your preferred XVWeb server name: _____.xvweb.net

   Lowercase letters and numbers only; no spaces or special characters allowed; maximum 32 characters allowed

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BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the "BAA") is made and entered into as of _SaaS Agreement execution date by and between County of Monterey, a political subdivision of the State of California, on behalf o f the County of Monterey Health Department, Clinic Services Bureau ("Covered Entity") and PDDS Buyer, LLC, a Delaware limited liability company d/b/a Planet DDS ("Business Associate"). In this BAA, Covered Entity and Business Associate are each a "Party" and, collectively, are the "Parties".

WHEREAS, Covered Entity is either a "covered entity" or "business associate" of a covered entity as each are defined under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as amended by the HITECH Act (as defined below) and the related regulations promulgated by HHS (as defined below) (collectively, "HIPAA") and, as such, is required to comply with HIPAA's provisions regarding the confidentiality and privacy of Protected Health Information (as defined below);

WHEREAS, the Parties have entered into or will enter into one or more agreements under which Business Associate provides or will provide certain specified services to Covered Entity (collectively, the "Agreement");

WHEREAS, in providing services pursuant to the Agreement, Business Associate will have access to Protected Health Information and will become a "business associate" of the Covered Entity as such term is defined under HIPAA;

WHEREAS, both Parties are committed to complying with all federal and state laws governing the confidentiality and privacy of health information, 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

WHEREAS, both Parties intend to protect the privacy and provide for the security of Protected Health Information disclosed to Business Associate pursuant to the terms of this Agreement, HIPAA and other applicable laws.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and the continued provision of PHI by Covered Entity to Business Associate under the Agreement in reliance on this BAA, the Parties agree as follows:

1. Definitions. For purposes of this BAA, the Parties give the following meaning to each of the terms in this Section 1 below. Any capitalized term used in this BAA, but not otherwise defined, has the meaning given to that term in the Privacy Rule or pertinent law.

(a) "Affiliate" means a subsidiary or affiliate of Covered Entity that is, or has been, considered a covered entity, as defined by HIPAA.

(b) "Breach" means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the Privacy Rule which compromises the security or privacy of the PHI, as defined in 45 CFR §164.402.

(c) "Breach Notification Rule" means the portion of HIPAA set forth in Subpart D of 45 CFR Part 164.

(d) "Data Aggregation" means, with respect to PHI created or received by Business Associate in its capacity as the "business associate" under HIPAA of Covered Entity, the combining of such PHI by

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Business Associate with the PHI received by Business Associate in its capacity as a business associate of one or more other "covered entity" under HIPAA, to permit data analyses that relate to the Health Care Operations (defined below) of the respective covered entities. The meaning of "data aggregation" in this BAA shall be consistent with the meaning given to that term in the Privacy Rule.

(e) "Designated Record Set" has the meaning given to such term under the Privacy Rule, including 45 CFR §164.501.B.

(f) "De-Identify" means to alter the PHI such that the resulting information meets the requirements described in 45 CFR §§164.514(a) and (b).

(g) "Electronic PHI" means any PHI maintained in or transmitted by electronic media as defined in 45 CFR §160.103.

(h) "Health Care Operations" has the meaning given to that term in 45 CFR §164.501.

(i) "HHS**"** means the U.S. Department of Health and Human Services.

(j) "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009, Public Law 111-005.

(k) "Individual" has the same meaning given to that term i in 45 CFR §§164.501 and 160.130 and includes a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

(l) "Privacy Rule" means that portion of HIPAA set forth in 45 CFR Part 160 and Part 164, Subparts A and E.

(m) "Protected Health Information" or "PHI" has the meaning given to the term "protected health information" in 45 CFR §§164.501 and 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

(n) "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.

(o) "Security Rule" means the Security Standards for the Protection of Electronic Health Information provided in 45 CFR Part 160 & Part 164, Subparts A and C.

(p) "Unsecured Protected Health Information" or "Unsecured PHI" means any "protected health information" as defined in 45 CFR §§164.501 and 160.103 that is not rendered unusable, unreadable or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the HHS Secretary in the guidance issued pursuant to the HITECH Act and codified at 42 USC §17932(h).

2. Use and Disclosure of PHI.

(a) Except as otherwise provided in this BAA, Business Associate may use or disclose PHI as reasonably necessary to provide the services described in the Agreement to Covered Entity, and to undertake other activities of Business Associate permitted or required of Business Associate by this BAA or as required by law.

(b) Except as otherwise limited by this BAA or federal or state law, Covered Entity authorizes Business Associate to use the PHI in its possession for the proper management and administration of

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Business Associate's business and to carry out its legal responsibilities. Business Associate may disclose PHI for its proper management and administration, provided that (i) the disclosures are required by law; or (ii) Business Associate obtains, in writing, prior to making any disclosure to a third party (a) reasonable assurances from this third party that the PHI will be held confidential as provided under this BAA and used or further disclosed only as required by law or for the purpose for which it was disclosed to this third party and (b) an agreement from this third party to notify Business Associate immediately of any breaches of the confidentiality of the PHI, to the extent it has knowledge of the breach.

(c) In connection with the performance of the services described in the Agreement to Covered Entity, Business Associate may disclose information, including PHI, to other business associates of Covered Entity. Likewise, Business Associate may use and disclose information, including PHI, received from other business associates of Covered Entity, as if this information was received from, or originated with, Covered Entity.

(d) Business Associate may De-Identify PHI and use or disclose the resulting information as permitted under HIPAA.

(e) Business Associate will not use or disclose PHI in a manner other than as provided in this BAA, as permitted under the Privacy Rule, or as required by law. Business Associate will use or disclose PHI, to the extent practicable, as a limited data set or limited to the minimum necessary amount of PHI to carry out the intended purpose of the use or disclosure, in accordance with Section 13405(b) of the HITECH Act (codified at 42 USC §17935(b)) and any of the act's implementing regulations adopted by HHS, for each use or disclosure of PHI.

(f) Upon request, Business Associate will make available to Covered Entity any of Covered Entity's PHI that Business Associate or any of its agents or subcontractors have in their possession.

(g) Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR §164.502(j)(1).

3. Safeguards Against Misuse of PHI. Business Associate will use appropriate safeguards to prevent the use or disclosure of PHI other than as provided by the Agreement or this BAA and Business Associate agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate agrees to take reasonable steps, including providing adequate training to its employees to ensure compliance with this BAA and to ensure that the actions or omissions of its employees or agents do not cause Business Associate to breach the terms of this BAA.

4. Reporting Disclosures of PHI and Security Incidents. Business Associate will report to Covered Entity in writing (a) any use or disclosure of PHI not provided for by this BAA of which it becomes aware, including Breaches of Unsecured PHI as required by 45 C.F.R. § 164.410, and (b) any Security Incident of which it becomes aware. Business Associate agrees to report any such event within five business days of becoming aware of the event. Notwithstanding the foregoing, Covered Entity is hereby notified, and Business Associate shall have no further obligation to report to Covered Entity, of the occurrence of the following types of Security Incidents: (x) unsuccessful attempts to penetrate computer networks or servers maintained by Business Associate; and (y) immaterial incidents of a routine nature, such as general "pinging" or "denial of service" attacks.

5. Breaches of Unsecured PHI. Business Associate will cooperate with Covered Entity in investigating and determining whether any unauthorized use or disclosure of PHI or Security Incident constitutes a Breach of Unsecured PHI and, if applicable, in preparing appropriate and timely notifications of such Breach as required by Subpart D of 45 CFR §164. Business Associate will reimburse Covered Entity for any costs incurred by it in complying with such requirements as a result of a Breach committed by Business Associate.

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6. **Mitigation of Disclosures of PHI**. Business Associate will take reasonable measures to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of any use or disclosure of PHI by Business Associate or its agents or subcontractors in violation of the requirements of this BAA.

7. **Agreements with Agents or Subcontractors**. Business Associate will ensure that any of its agents or subcontractors that have access to, or to which Business Associate provides, PHI agree in writing to the restrictions and conditions concerning uses and disclosures of PHI contained in this BAA and agree to implement reasonable and appropriate safeguards to protect any Electronic PHI that it creates, receives, maintains or transmits on behalf of Business Associate or, through the Business Associate, Covered Entity. Business Associate shall ensure that all subcontracts and agreements provide the same level of privacy and security as this BAA.

8. **Audit Report.** Upon request, Business Associate will provide Covered Entity, or upstream Business Associate, with a copy of its most recent independent HIPAA compliance report (AT-C 315), HITRUST certification or other mutually agreed upon independent standards based third party audit report. Covered entity agrees not to re-disclose Business Associate's audit report.

9. **Access to PHI by Individuals.**

(a) Upon request, Business Associate agrees to furnish Covered Entity with copies of the PHI maintained by Business Associate in a Designated Record Set in the time and manner designated by Covered Entity to enable Covered Entity to respond to an Individual's request for access to PHI under 45 CFR §164.524.

(b) In the event any Individual or personal representative requests access to the Individual's PHI directly from Business Associate, Business Associate within ten business days, will forward that request to Covered Entity. Any disclosure of, or decision not to disclose, the PHI requested by an Individual or a personal representative and compliance with the requirements applicable to an Individual's right to obtain access to PHI shall be the sole responsibility of Covered Entity.

10. **Amendment of PHI.**

(a) Upon request and instruction from Covered Entity, Business Associate will amend PHI or a record about an Individual in a Designated Record Set that is maintained by, or otherwise within the possession of, Business Associate as directed by Covered Entity in accordance with procedures established by 45 CFR §164.526. Any request by Covered Entity to amend such information will be completed by Business Associate within 15 business days of Covered Entity's request.

(b) In the event that any Individual requests that Business Associate amend such Individual's PHI or record in a Designated Record Set, Business Associate within ten business days will forward this request to Covered Entity. Any amendment of, or decision not to amend, the PHI or record as requested by an Individual and compliance with the requirements applicable to an Individual's right to request an amendment of PHI will be the sole responsibility of Covered Entity.

11. **Accounting of Disclosures**.

(a) Business Associate will document any disclosures of PHI made by it to account for such disclosures as required by 45 CFR §164.528(a). Business Associate also will make available information related to such disclosures as would be required for Covered Entity to respond to a request for an accounting of disclosures in accordance with 45 CFR §164.528. At a minimum, Business Associate will furnish Covered Entity the following with respect to any covered disclosures by Business Associate: (i) the date of disclosure of PHI; (ii) the name of the entity or person who received

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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 the disclosure which includes the basis for such disclosure.

(b) Business Associate will furnish to Covered Entity information collected in accordance with this Section 11, within ten business days after written request by Covered Entity, to permit Covered Entity to make an accounting of disclosures as required by 45 CFR §164.528, or in the event that Covered Entity elects to provide an Individual with a list of its business associates, Business Associate will provide an accounting of its disclosures of PHI upon request of the Individual, if and to the extent that such accounting is required under the HITECH Act or under HHS regulations adopted in connection with the HITECH Act.

(c) In the event an Individual delivers the initial request for an accounting directly to Business Associate, Business Associate will within ten business days forward such request to Covered Entity.

12. Availability of Books and Records. Business Associate will make available its internal practices, books, agreements, records, and policies and procedures relating to the use and disclosure of PHI, upon request, to the Secretary of HHS for purposes of determining Covered Entity's and Business Associate's compliance with HIPAA, and this BAA.

13. Responsibilities of Covered Entity. With regard to the use and/or disclosure of Protected Health Information by Business Associate, Covered Entity agrees to:

(a) Notify Business Associate of any limitation(s) in its notice of privacy practices in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

(b) Notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

(c) Notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(d) 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 HIPAA if done by Covered Entity.

14. Data Ownership. Business Associate's data stewardship does not confer ownership rights on Business Associate with respect to any PHI created, received, maintained or transmitted by it under the Agreement.

15. Term and Termination.

(a) This BAA will become effective on the date first written above and will continue in effect until all obligations of the Parties have been met under the Agreement and under this BAA.

(b) Covered Entity may terminate immediately this BAA, the Agreement, and any other related agreements if Covered Entity makes a determination that Business Associate has breached a material term of this BAA and Business Associate has failed to cure that material breach, to Covered Entity's reasonable satisfaction, within 30 days after written notice from Covered Entity. Covered Entity may report the problem to the Secretary of HHS if termination is not feasible.

(c) If Business Associate determines that Covered Entity has breached a material term of this

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BAA, then Business Associate will provide Covered Entity with written notice of the existence of the breach and shall provide Covered Entity with 30 days to cure the breach. Covered Entity's failure to cure the breach within the 30-day period will be grounds for immediate termination of the Agreement and this BAA by Business Associate. Business Associate may report the breach to HHS.

(d) Upon termination of the Agreement or this BAA for any reason, all PHI maintained by Business Associate will be returned to Covered Entity or destroyed by Business Associate. Business Associate will not retain any copies of such information. This provision will apply to PHI in the possession of Business Associate's agents and subcontractors. If such return or destruction of the PHI is not feasible, in Business Associate's reasonable judgment, Business Associate will extend the protections of this BAA to such information for as long as Business Associate retains such information and will limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible. The Parties understand that this Section 15.(d) will survive any termination of this BAA.

16. Effect of BAA.

(a) This BAA is a part of and subject to the terms of the Agreement. In the event of any inconsistency between the provisions of this BAA and the Agreement, the provisions of the Agreement shall control unless it would result in a violation of HIPAA, in which case this BAA shall control. In the event of inconsistency between the provisions of this BAA and mandatory provisions of the Privacy Rule, the Security Rule or the HITECH Act, as amended, or their interpretation by any court or regulatory agency with authority over Business Associate or Covered Entity, such interpretation shall control. Where provisions of this BAA are different from those mandated in the Privacy Rule, the Security Rule, or the HITECH Act, but are nonetheless permitted by such rules as interpreted by courts or agencies, the provisions of this BAA shall control.

(b) Except as expressly stated in this BAA or as provided by law, this BAA will not create any rights in favor of any third party.

17. Regulatory References. A reference in this BAA to a section in HIPAA means the section as in effect or as amended at the time.

18. Notices. All notices, requests and demands or other communications to be given to a Party under this BAA shall be provided in writing to such Party's address set forth in the signature block below, or to such other address as may be designated by such Party by notice to the other Party, and shall reference this BAA.

19. Amendments and Waiver. Upon the effective date of any federal statute or regulation amending or expanding HIPAA that is applicable to this BAA, this BAA shall be deemed automatically amended to the extent necessary for the obligations imposed on Covered Entity and Business Associate herein to remain in compliance with HIPAA, as so amended or expanded. Except as provided in the preceding sentence, this BAA may not be modified, nor will any provision be waived or amended, except in 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.

IN WITNESS WHEREOF, Covered Entity and Business Associate execute this BAA effective as of the date first written above.

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The terms of this form and the services provided hereunder shall be governed by the Software-as-a-Service Agreement ("the Agreement") to which this Order is attached.

Payment type:

Credit Card Information:

Name:

Card Number:

Expiration
Month & Year:

Bank Information:

Account Name:

Account Number:

Routing Number:

Billing Email:

Same as billing address:

Billing Address:

Street:

City:

State:

Zip Code:

Country:

Shipping Address:

Street:

City:

State:

Zip Code:

Country:

Planet DDS:

By:

Print Name: Mike Huffaker

Its: Chief Revenue Officer

Date: 10/6/2025

Client:

By:

Print Name:

Its:

Date:

Introduced: 10/24/2025

Current Status: Health Department - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Director of Health Services or designee to ratify the executed Participation Agreement No. 12725-MONT-PICR-25_26 between the County of Monterey and the California Mental Health Services Authority for the provision of psychiatric inpatient authorization services, for a maximum County obligation of $268,968 for the term of July 1, 2025 through June 30, 2026; and
b. Approve and authorize the Director of Health Services or designee to execute up to three (3) future amendments that do not exceed 10% ($26,896) of the original agreement, do not significantly change the scope of services, and do not increase the total not to exceed amount over $295,864.

RECOMMENDATION:

It is recommended that the Board of Supervisors:
a. Approve and authorize the Director of Health Services or designee to ratify the executed Participation Agreement No. 12725-MONT-PICR-25_26 between the County of Monterey and the California Mental Health Services Authority for the provision of psychiatric inpatient authorization services, for a maximum County obligation of $268,968 for the term of July 1, 2025 through June 30, 2026; and
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SUMMARY:

Participation Agreement No. 12725-MONT-PICR-25_26 must be ratified to make whole the status of its execution. The Participation Agreement, which maintains a total NTE amount of $268,968 for FY 2025-26, was inadvertently and erroneously approved and executed under the auspices of Board Order No. 34 pertaining to Agreement No. A-17338, wherein the Director of Health Services or designee may execute subcontractor agreements associated with the California Mental Health Services Authority that are not in excess of $200,000.

DISCUSSION:

Board action on February 10, 2009, approved and authorized County of Monterey Department of

Health to participate as a member of the California Mental Health Services Authority (CalMHSA) to jointly develop and fund mental health services and education programs. Any services performed by CalMHSA on behalf of its members are entered into upon execution of a specific Participation Agreement.

Board action on July 10, 2025, as reflected in Board Order No. 34 pertaining to Agreement No. A-17338, approved and authorized the Director of Health or designee to execute subcontractor agreements that are associated with continued funding agreements for designated programs, wherein CalMHSA agreements are identified and included. Participation Agreement No. 12725-MONT-PICR-25_26 was approved and executed June 27, 2025 under the auspices of the July 10, 2025 Board action. However, this approval and execution was made in inadvertent error as the agreement as total NTE amount of $268,968 of the agreement exceeds the allowable $200,000 threshold. For this reason, staff is seeking ratification by the board to make whole the execution status of Participation Agreement No. 12725-MONT-PICR-25-26.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Offices 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 Realignment. The funds for this Agreement are included in the Health Department Behavioral Health Bureau (HEA012, Unit 8410) Fiscal Year (FY) 2025-26 Adopted Budget.

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

Prepared by: Wesley Schweikhard, Management Analyst II, 755-4865
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Agreement
Resolution
Board Order

Attachment A - Program Funding List

Introduced: 10/24/2025
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

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DISCUSSION:
Board action on February 10, 2009, approved and authorized County of Monterey Department of Health to participate as a member of the California Mental Health Services Authority (CalMHSA) to jointly develop and fund mental health services and education programs. Any services performed by CalMHSA on behalf of its members are entered into upon execution of a specific Participation Agreement.

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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

Prepared by: Wesley Schweikhard, Management Analyst II, 755-4865
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Agreement
Resolution
Board Order
Attachment A - Program Funding List

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CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
PARTICIPATION AGREEMENT
PSYCHIATRIC INPATIENT CONCURRENT REVIEW PROGRAM

COVER SHEET

1. Monterey County ("Participant") desires to participate in the Program (identified in 2 below) offered by California Mental Health Services Authority ("CalMHSA") on the terms provided in this Participation Agreement ("Agreement"). Participant acknowledges that the Program also will be governed by CalMHSA's Joint Powers Agreement and its Bylaws. The following exhibits and attachment are attached and form part of this Agreement:
   - ☑ Exhibit A Program Description, Funding and Fees
   - ☑ Exhibit B General Terms and Conditions
   - ☑ Attachment BAA

2. **Program Name:** Psychiatric Inpatient Concurrent Review ("PICR") (the "Program").

3. **Program Description:** The Program is being administered by CalMHSA on behalf of Participants with the primary purpose of conducting concurrent review and authorization for all psychiatric inpatient hospital and psychiatric health facility services on behalf of participating California County Mental Health Plans ("MHPs").

4. **Term of Services:** This Agreement shall become effective upon final execution by both parties hereto and shall cover the period of July 1, 2025, through June 30, 2026.

5. **Service Fee**: The fees payable under this Agreement are set forth in Exhibit A marked "Program Description, Funding and Fees," Section III and IV, incorporated herein and made by reference a part hereof. Upon execution of this Agreement, Participant will be invoiced the fees at the end of each month which are payable within 30 days from the date of invoice.

6. **Maximum Funding:** The maximum funding amount payable under this Agreement shall not exceed $268,968.00 for the stated services during the term of the Agreement.

7. **Authorized Signatures:**

CalMHSA

DocuSigned by:
Signed: Dr. Amie Miller
82E9EFBAB7CC446...
Name (Printed): Dr. Amie Miller, Psy.D., MFT

Title: Executive Director
Date: 6/27/2025

Docusign Envelope ID: D93B9852-F94C-4FCE-B523-194AC7A8E189

Participant: Monterey County

Signed: DocuSigned by: Jennifer Forsyth 4E7E657875454AE... Name (Printed): Jennifer Forsyth

Title: Auditor-Controller Date: 6/26/2025 | 9:28 AM PDT

Signed: DocuSigned by: C7A30BA59CA8423... Name (Printed): Elsa Jimenez

Title: Director of Health Services Date: 6/26/2025 | 9:35 AM PDT

Approved as to form:

Signed: DocuSigned by: Kevin Serrano CF464EA4829E4B5... Name (Printed): Kevin Serrano

Title: County Counsel – County of Montery Date: 6/24/2025 | 10:53 AM PDT

Docusign Envelope ID: D93B9852-F94C-4FCE-B523-194AC7A8E189

Participation Agreement
EXHIBIT A – PROGRAM DESCRIPTION, FUNDING AND FEES

I. Name of Program: Psychiatric Inpatient Concurrent Review ("PICR")

II. Program Overview:

Objective

CalMHSA shall administer this Program to assist participating counties in conducting concurrent review and authorization for all psychiatric inpatient hospital and psychiatric health facility services on behalf of participating California County Mental Health Plans ("MHPs").

Per the Department of Health Care Services ("DHCS") Behavioral Health Information Notices (BHIN) 19-026 and BHIN 22-017, MHPs are required to conduct concurrent review and authorization for all psychiatric inpatient hospital services and psychiatric health facility services. These BHINs outline policy changes implemented to ensure an MHPs' compliance with the Parity in Mental Health and Substance Use Disorder Services Final Rule (Parity Rule; Title 42 of the CFR, part 438.910).

By utilizing a technology-assisted concurrent review process, a consistent and efficient review process will support MHP compliance with BHINs 19-026 and 22-017 (or any additional or superseding BHIN), and the Parity in Mental Health and Substance Use Disorder Services Final Rule (Parity Rule; Tittle 42 of the CFR, part 438.910).

Services

CalMHSA has entered into a services contract ("Service Agreement") with Acentra Health (formerly known as Kepro/Keystone Peer Review Organization, Inc. ("Contractor")) to provide participating counties a web-enabled utilization review platform and clinical services to carry out psychiatric inpatient concurrent review and authorization services on behalf of multiple California County MHPs.

CalMHSA shall work closely with Contractor to coordinate implementation and onboarding of participating counties. Participants shall submit their Monthly MEDS Extract File ("MMEF") to Contractor via secure transfer utilizing Dropbox or a successor application, as determined by CalMHSA. For Participants utilizing the SmartCare electronic health record, Participant authorizes CalMHSA to import Participant's MMEF data from Participant's CalMHSA SmartCare instance, or any other data sources as otherwise agreed upon between CalMHSA and Participant, directly to Dropbox.

MHPs delegating concurrent review and authorization services to Contractor will range in size from small/rural to large counties and will be located throughout California. Although the review and authorization requirements are uniform, the communication needs of the participating counties or inpatient psychiatric hospitals where county beneficiaries are hospitalized may vary.

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III. Service Fee:

Participant agrees to pay the following Service Fee for each completed Treatment Authorization Request ("TAR") conducted on behalf of Participant:

Table A.

Applicable Period	Service Fee Per Review
07/01/2025 – 06/30/2026	$168

Notes:

1. Service Fee refers to the cost to complete each TAR and is inclusive of all costs and fees. Participant will be invoiced at the end of each month based on Participants' actual utilization of the services according to the rate set forth in Table A above for each TAR completed.

IV. Program Funding

Maximum program funding under this Agreement shall not exceed the Not to Exceed ("NTE") amount set forth below for all the stated services during the term of the Agreement:

Table B.

Applicable Period	Not to Exceed ("NTE")
07/01/2025 – 06/30/2026	$268,968.00

Notes:

The NTE is determined based on the county's highest annual utilization over the past three fiscal years, with an additional 25% allowance to accommodate potential increases in utilization over the term of this Agreement.

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Participation Agreement
EXHIBIT B – GENERAL TERMS AND CONDITIONS

I. Definitions

The following words, as used throughout this Participation Agreement, shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

A. CalMHSA – California Mental Health Services Authority, a Joint Powers Authority (JPA) created by counties in 2009 at the instigation of the California Mental Health Directors Association (now the California Behavioral Health Directors Association) to jointly develop and fund mental health services and education programs.

B. Department of Health Care Services (DHCS) – A department within the California Health and Human Services Agency that finances and administers a number of individual health care service programs, including Medi-Cal.

C. Member – A County (or JPA of two or more Counties) that has joined CalMHSA and executed the CalMHSA Joint Powers Agreement.

D. Participant – Any County participating in the Program either as member of CalMHSA or under a Memorandum of Understanding with CalMHSA.

E. Program – The program identified in the Cover Sheet.

II. Responsibilities

A. Responsibilities of CalMHSA:

1. Act as the fiscal and administrative agent for the Program.
2. Invoice and collect funds from Participant for the Program.
3. Manage funds received through the Program, consistent with the requirements of any applicable laws, regulations, guidelines and/or contractual obligations.
4. Upon request, provide regular fiscal reports to Participant and/or other public agencies with a right to such reports.
5. Upon request, provide utilization reports to Participant and, as applicable, guide Participant to access such reports through the Atrezzo platform.
6. Comply with CalMHSA's Joint Powers Agreement and Bylaws.
7. Work closely with the Contractor to coordinate on implementation and onboarding of participating MHPs.
8. Monitor and administer the Services Agreement on behalf of Participants.

B. Responsibilities of Participant:

1. Timely transfer of the funding amount for the Program as described in section V Fiscal Provisions.
2. Provide CalMHSA and any other parties deemed necessary with requested information and assistance in order to fulfill the purpose of the Program.

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3. Participant is responsible for tracking its own utilization and must request a contract maximum if needed.
4. Any changes to the funding restrictions set out in the cover page will be communicated to CalMHSA within 30 days of any such changes made to Participant.
5. Provide feedback on Program performance, which shall include completing an Annual MHP Survey.
6. Comply with applicable laws, regulations, guidelines, contractual agreements, JPAs, and bylaws.

III. Duration, Term and Amendment

A. This Agreement shall become effective upon final execution by both parties hereto and shall cover the period from July 1, 2025, and continue through June 30, 2026, unless earlier terminated or extended as provided below.

B. This Agreement may be supplemented, amended, or modified only by the mutual agreement of CalMHSA and the Participant, expressed in writing and signed by authorized representatives of both parties.

IV. Withdrawal, Cancellation, and Termination

A. Participant may withdraw from the Program and terminate this Agreement upon six (6) months' written notice. Notice shall be deemed served on the date of mailing.

B. The withdrawal of a Participant from the Program shall not automatically terminate its responsibility for its share of the expense and liabilities of the Program. The contributions of current and past Participants are chargeable for their respective share of unavoidable expenses and liabilities arising during the period of their participation.

C. CalMHSA may terminate, cancel or limit the Program due to unforeseen circumstances, lack of County participation, government restrictions, inability to provide the Program due to vendor, lack of funding, force majeure or other issues.

D. If applicable, upon cancellation, termination, or other conclusion of the Program, any funds remaining undisbursed after CalMHSA satisfies all obligations arising under the Program shall be returned to Participant. However, funds used to pay for completed deliverables, services rendered, upfront fees to create the Program, or fees for portal/platform ongoing services etc. are not subject to such reversion subject to applicable laws. Unused funds that were paid for a joint effort will be returned pro rata to Participant in proportion to payments made. Adjustments may be made if disproportionate benefit was conveyed to a particular Participant. Excess funds at the conclusion of county-specific efforts will be returned to the particular County that paid them per the Program.

V. Fiscal Provisions

A. Funding amount shall not exceed the amount stated in Exhibit A. Section IV. "Program Funding".

B. Payment Terms

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1. The fees payable by Participant under this Agreement are set forth in Exhibit A. Section III "Service Fee".
2. Participant will be invoiced monthly by CalMHSA, and Participant will issue payment amount within thirty (30) days of invoicing.
3. Each monthly invoice shall be based on the total number of Treatment Authorization Requests ("TARs") completed during that month.
4. The Participant's per TAR fee shall accrue from the actual utilization commencement date of Participant. The Participant shall not be invoiced until the client is discharged and a fully processed Treatment Authorization Request ("TAR") is completed.

C. In a Multi-County Program, Participants will share the costs of planning, administration, and evaluation in the same proportions as their overall contributions, which are included in the amount stated in Exhibit A, Program Description and Fees.

VI. Uptime and Support

A. Contractor's help desk is available Monday through Friday, 8:00 a.m. to 5:00 p.m. PST. For any support questions please email: CAReviews@Acentra.com.

B. The platform services may occasionally be temporarily unavailable due to maintenance or factors beyond the Contractor's control. The Contractor will make every effort to minimize downtime and will provide timely communication regarding any disruptions.

VII. Indemnification. To the fullest extent permitted by law, each party shall hold harmless, defend and indemnify the other party, including its governing board, employees and agents from and against any and all claims, losses, damages, liabilities, disallowances, recoupments, and expenses, including but not limited to reasonable attorney's fees, arising out of or resulting from the indemnifying party's negligence or willful conduct in the performance of its obligations under this Agreement, including the performance of the other's subcontractors, except that each party shall have no obligation to indemnify the other for damages to the extent resulting from the negligence or willful misconduct of any indemnitee. Each party may participate in the defense of any such claim without relieving the other of any obligation hereunder.

VIII. No Responsibility for Mental Health Services. CalMHSA is not undertaking responsibility for assessments, creation of case or treatment plans, providing or arranging services, and/or selecting, contracting with, or supervising providers (collectively, "mental health services"). Participant will defend and indemnify CalMHSA for any claim, demand, disallowance, suit, or damages arising from Participant's acts or omissions in connection with the provision of mental health services pursuant to this Agreement.

IX. Notice. All notices under this Participation Agreement shall be provided by personal delivery, nationally recognized courier service or mailed by U.S. registered or certified mail, return receipt requested, postage prepaid; AND by email. All notices shall be provided to the respective party at

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the addresses and email addresses set forth below and shall be deemed received upon the relevant party's receipt.

Either party may change its designee for notice by giving notice of the same and their relevant address information.

If to CalMHSA:

Name: Brandon Connors | Position: Legal Counsel & Privacy Officer
Address: 1610 Arden Way, Suite 175 Sacramento, CA 95815 | Telephone: (888) 210-2515
Email: brandon.connors@calmhsa.org
CC Email to Name: Randall Keen, Manatt | Email: RKeen@manatt.com

If to Participant:

Name: __Melanie Rhodes_____ | Position: Director of Mental Health
Address: _1270 Natividad Rd., Salinas CA 939-06_____ | Telephone: ___831-796-1742____
Email: _ rhodesm@countyofmonterey.gov_____
CC Email to Name: Lindsey O'Leary_____ | Email: olearylm@countyofmonterey.gov

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**BUSINESS ASSOCIATE AGREEMENT
UNDER THE HEALTH INSURANCE PORTABILITY
AND ACCOUNTABILITY ACT OF 1996 (HIPAA)**

Monterey County ("County"), a member of the California Mental Health Services Authority ("CalMHSA") Joint Powers Authority ("JPA"), is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

Pursuant to the JPA Agreement, CalMHSA, hereinafter referred to as "Contractor", performs or provides functions, activities or services to County that require Contractor to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules and California Confidentiality Laws in order to provide such functions, activities or services. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place. In addition, the California Department of Health Care Services ("DHCS") requires County and Contractor to include certain protections for the privacy and security of personal information ("PI"), sensitive information, and confidential information (collectively, "PSCI"), personally identifiable information ("PII") not subject to HIPAA ("DHCS Requirements").

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information, PSCI, and PII disclosed to or used by Contractor in compliance with the HIPAA Rules and DHCS Requirements.

Therefore, the parties agree as follows:

1. DEFINITIONS

1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402, however, the term "Breach" as used in this BAA shall also mean the unlawful or unauthorized access to, Use or Disclosure of a patient's "medical information" as defined under Cal. Civil Code § 56.05(j), for which notification is required pursuant to Cal. Health & Safety Code 1280.15, or a "breach of the security of the system" under Cal. Civil Code § 1798.29.

1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.

1.3 "California Confidentiality Laws" means the applicable laws of the State of California governing the confidentiality, privacy, or security of PHI or other personally identifiable information ("PII"), including, but not limited to, the California Confidentiality of Medical Information Act

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(Cal. Civil Code § 56 et seq.), the patient access law (Cal. Health & Safety Code § 123100 et seq.), the HIV test result confidentiality law (Cal. Health & Safety Code § 120975 et seq.), the Lanterman-Petris-Short Act (Cal. Welf. & Inst. Code § 5328 et seq.), and California's data breach law (Cal. Civil Code § 1798.29).

1.4 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.

1.5 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.

1.6 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.

1.7 "Designated Record Set" has the same meaning as the term "designated record set" at 45

1.8 C.F.R. § 164.501."Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)

1.9 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)

1.10 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.

1.11 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

1.12 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.

1.13 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).

1.14 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.

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1.15 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 162.502(b).

1.16 “Protected Health Information” has the same meaning as the term “protected health information” at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) 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; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. “Protected Health Information” includes Electronic Protected Health Information.

1.17 “Required by Law” " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.

1.18 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103

1.19 "Security Incident” has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.

1.20 "Services” means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

1.21 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.

1.22 "Unsecured Protected Health Information" has the same meaning as the term “unsecured protected health information" at 45 C.F.R. § 164.402.

1.23 “Use” or “Uses” means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate’s internal operations. (See 45 C.F.R § 164.103.)

1.24 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services on or behalf of Covered Entity, and/or as necessary to comply with the obligations of this Business Associate Agreement, provided that such Use and Disclosure would not violate the Privacy or Security Rules, this BAA, or California Confidentiality Laws if done by Covered Entity;

2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services and Covered Entity has authorized de-identification in writing;

2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.

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2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.

2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities as permitted by 45 C.F.R. Section 164.504(e)(4)(i);

2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, as permitted under 45 C.F.R. Section 164.504(e)(4)(ii), provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services and as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.

3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164, or the California Confidentiality Laws if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.

3.3 Business Associate shall not Use or Disclose Protected Health Information for de- identification of the information except as set forth in section 2.2.

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.

4.2 Business Associate shall comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

5. REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION

5.1 Business Associate shall report in writing to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach or suspected Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.

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5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.

5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.

5.1.3 Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.

5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.

5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **County number** 831-755-4018 **that** minimally includes:

(a) A brief description of what happened, including the date of the non- permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;

(b) The number of Individuals whose Protected Health Information is involved;

(c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);

(d) The name and contact information for a person highly knowledge of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.2 Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **Chief Privacy Officer at: Privacy Officer Name:** Shibaanee Sumeshwar
County, Department: Monterey County Health Department
Address 1270 Natividad Rd., Salinas CA 93906
Email sumeshwwarsd@co.monterey.ca.us

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that includes, to the extent possible:

(a) A brief description of what happened, including the date of the non- permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;

(b) The number of Individuals whose Protected Health Information is involved;

(c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);

(d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;

(e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;

(f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;

(g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and

(h) The name and contact information for a person highly knowledge of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.

5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.

5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.

5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

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6. WRITTEN ASSURANCES OF SUBCONTRACTORS

6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.

6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.

6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify CalMHSA.

6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.

6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.

6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.

6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. ACCESS TO PROTECTED HEALTH INFORMATION

7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524 or the California Confidentiality Laws.

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7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.

7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

8. AMENDMENT OF PROTECTED HEALTH INFORMATION

8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.

8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 shall include:

(a) The date of the Disclosure;

(b) The name, and address if known, of the entity or person who received the Protected Health Information;

(c) A brief description of the Protected Health Information Disclosed; and

(d) A brief statement of the purpose of the Disclosure.

9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.

9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of

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disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528

9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

10. COMPLIANCE WITH APPLICABLE FEDERAL AND STATE PRIVACY AND SECURITY RULES

10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).

10.2 Business Associate shall comply with all HIPAA Rules and California Confidentiality Laws applicable to Business Associate in the performance of Services.

11. AVAILABILITY OF RECORDS

11.1 Business Associate shall make its internal practices, books, agreements, policies, procedures and records relating to the Use and Disclosure of Protected Health Information received from, or created, maintained, transmitted or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.

11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request. The fact that Covered Entity has the right to inspect, inspects, or fails to inspect Business Associate's internal practices, records, books, agreements, policies and procedures does not relieve Business Associate of its responsibility to comply with this BAA, regardless of whether Covered Entity detects or fails to detect a violation by Business Associate, nor does it constitute Covered Entity's acceptance of such practices or waiver of Covered Entity's rights under this BAA.

12. MITIGATION OF HARMFUL EFFECTS

12.1 In consultation with Covered Entity, Business Associate shall promptly mitigate, to the extent practicable, any harmful effect of improper access, acquisition, Use or Disclosure of Protected Health Information, Security Incident or Breach by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

13. BREACH NOTIFICATION TO INDIVIDUALS

13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404. Covered Entity shall have final approval over the timing and method of providing notification of such Breach to the affected individual(s), the appropriate government agencies, and other persons required by law to be notified. Business Associate shall assist with any notifications, as requested by Covered Entity. Business Associate shall take prompt corrective action, including any action required by applicable State or federal laws and regulations relating to

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such Security Incident or non-permitted access, acquisition, Use, or Disclosure. Business Associate shall reimburse Covered Entity for its reasonable costs and expenses incurred in providing notification to affected individuals, appropriate government agencies, and any other persons required by law to be notified (e.g., without limitation, the media or consumer reporting agencies), including, but not limited to, any administrative costs associated with providing notice, printing and mailing costs, any public relations costs or attorney fees necessarily incurred, and costs of mitigating the harm (which may include the costs of obtaining up to one (1) year of credit monitoring services and identity theft insurance) for affected individuals whose PHI or other PII has or may have been compromised as a result of the Breach;

13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.

13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:

(a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;

(b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

(c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;

(d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and

(e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.

14. DHCS REQUIREMENTS.

14.1 Business Associate and Covered Entity shall comply with the DHCS Requirements provided on **Exhibit A** and **Exhibit B** to this Business Associate Agreement with regard to DHCS PSCI and PII received from Covered Entity. To the extent that any provisions of the DHCS Requirements in Exhibit A or Exhibit B conflict with other provisions of this Business Associate Agreement, the more restrictive requirement shall apply with regard to DHCS PSCI or PII received from Covered Entity.

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15. INDEMNIFICATION & INSURANCE

15.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, loss, injury, cost, expense, penalty, or damage, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's and/or its agents, members, employees, or Subcontractors' acts and/or omissions arising from and/or relating to this Business Associate Agreement or California Confidentiality Law, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.

15.2 Section 15.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

15.3 Insurance: In addition to any general and/or professional liability insurance required of Business Associate under the Services Agreement, Business Associate agrees to obtain and maintain, at its sole expense, liability insurance on an occurrence basis, covering any and all claims, liabilities, demands, damages, losses, costs expenses, fines, and compliance costs arising from a breach of the obligations of Business Associate, its officers, employees, agents and Subcontractors under this BAA. Without limiting the foregoing, at a minimum, Business Associate's required insurance under this Section shall include cyber liability insurance covering breach notification expenses, network security and privacy liability, with limits of not less than $10,000,000 per claim and in the aggregate. Such insurance coverage will be maintained for the term of this BAA, and a copy of such policy or a certificate evidencing the policy shall be provided to Covered Entity at Covered Entity's request.

16. OBLIGATIONS OF COVERED ENTITY

16.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.

16.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 or the California Confidentiality Laws if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

17. TERM

17.1Unless sooner terminated as set forth in Section 18, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Participation Agreement, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate. Such term shall apply to all such agreements entered into from time to time between the parties for the purpose of providing Services pursuant to the JPA.The terms and requirements of this BAA shall continue in effect until all of the PHI provided by Covered Entity

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to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or if it is infeasible to return or destroy PHI, protections are extended to such PHI, in accordance with the termination provisions in Section 17.2. Certain provisions and requirements of this BAA shall survive its expiration or other termination.

17.2 Notwithstanding Section 17.1, Business Associate's obligations under Sections 11, 15, and 19 shall survive the termination or expiration of this Business Associate Agreement.

17.3 Automatic Termination. This BAA shall automatically terminate without any further action of the Parties upon the termination or expiration of all Services Agreements between Covered Entity and Business Associate that would necessitate having this BAA in place.

17.4 Effect of Termination: Upon termination or expiration of this BAA for any reason, Business Associate shall return or destroy all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(J) if, and to the extent that, it is feasible to do so. Prior to returning or destroying the PHI, Business Associate shall recover any PHI in the possession of its Subcontractors. Business Associate shall certify in writing that all PHI has been returned or securely destroyed, and no copies retained, upon Covered Entity's request. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall notify Covered Entity in writing of the condition that makes return or destruction infeasible. If Covered Entity agrees that return or destruction of the PHI is infeasible, as determined in its sole discretion, Business Associate shall: (i) retain only that PHI which is infeasible to return or destroy; (ii) return to Covered Entity the remaining PHI that the Business Associate maintains in any form; (iii) continue to extend the protections of this BAA to the PHI for as long as Business Associate retains PHI; (iv) limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction of the PHI not feasible and subject to the same conditions as set out in Sections 2, 4, and 5 above, which applied prior to termination; and (v) return to Covered Entity the PHI retained by Business Associate when such return is no longer infeasible.

17.5

18. TERMINATION FOR CAUSE

18.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Participation Agreement, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non- breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.

18.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Participation Agreement, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

19. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

19.1 Except as provided in Section 19.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered

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entity, shall destroy as provided for in Section 19.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.

19.2 Destruction for purposes of Section 19.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.

19.3 Notwithstanding Section 19.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.

19.3.1 To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall notify Covered Entity in writing of the condition that makes return or destruction infeasible.

19.3.2 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.

19.3.3 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.

19.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 19.2.

20. AUDIT, INSPECTION, AND EXAMINATION

20.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in section 18.

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20.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.

20.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.

20.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 20.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.

20.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20.6 Section 20.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Participation Agreement, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

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21. MISCELLANEOUS PROVISIONS

21.1 No Offshore Work. In performing the Services for, or on behalf of, Covered Entity, Business Associate shall not, and shall not permit any of its Subcontractors, to transmit or make available any PHI to any entity or individual outside the United States without the prior written consent of Covered Entity.

21.2 Choice of Law; Interpretation. This BAA shall be governed by the laws of the State of California. Any ambiguities in this BAA shall be resolved in a manner that allows Covered Entity and Business Associate to comply with HIPAA and the California Confidentiality Laws.

21.3 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.

21.4 Federal and State Requirements. The Parties agree that the provisions under HIPAA Rules and the California Confidentiality Laws that are required by law to be incorporated into this Business Associate Agreement are hereby incorporated into this Agreement.

21.5 No Third-Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

21.6 Notices: Notices. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or via facsimile or email to the facsimile telephone numbers or email addresses listed below.

If to Business Associate, to:

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY (CalMHSA)
Attn: Privacy/Security Officer
1610 Arden Way, Suite 175
Sacramento, CA 95815
Phone: (279) 202-7260
Email: brandon.connors@calmhsa.org

If to Covered Entity, to:

County of Monterey Health Department Attn: Compliance/Privacy Officer 1270 Natividad Road
Salinas, CA 93906
Phone: (831) 755-4018
Fax: (831) 755-4797
Email: sumeshwarsd@co.monterey.ca.us

21.7 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in

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accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

21.8 Counterparts; Facsimiles. This BAA may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile and electronic copies hereof shall be deemed to be originals.

21.9 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

21.10 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules and the California Confidentiality Laws.

21.11 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information, including the California Confidentiality Laws.

This Business Associates Agreement applies to all Participation Agreements between the County and CalMHSA.

AUTHORIZED SIGNORS:

MONTEREY COUNTY

Signed: DocuSigned by: C7A30BA59CA8423... Name (Printed): Elsa Jimenez

Title: Director of Health Date: 6/24/2022 | 10:07 AM PDT

Address: 1270 Natividad Road, Salinas, CA 93906

Phone: 831-755-4526 Email: Jimenezem@co.monterey.ca.us

Signed: _____ Name (Printed): _____

Title: _____ Date: _____

CONTRACTOR: CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY (CalMHSA)

Signed: DocuSigned by: Amie Miller 51893FC8972F49C... Name (Printed): Amie Miller, Psy.D., MFT

Title: Executive Director Date: 6/24/2022 | 1:47 PM PDT

Address: 1610 Arden Way, Suite 175, Sacramento, CA 95815 Phone: (279) 234-0700

Email: amie.miller@calmhsa.org

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Exhibit A
DHCS Information Confidentiality And Security Requirements

1. **Definitions**. For purposes of this Exhibit, the following definitions shall apply:

    a. **Public Information**: Information that is not exempt from disclosure under the provisions of the California Public Records Act (Government Code sections 6250-6265) or other applicable state or federal laws.

    b. **Confidential Information**: Information that is exempt from disclosure under the provisions of the California Public Records Act (Government Code sections 6250-6265) or other applicable state or federal laws.

    c. **Sensitive Information**: Information that requires special precautions to protect from unauthorized use, access, disclosure, modification, loss, or deletion. Sensitive Information may be either Public Information or Confidential Information. It is information that requires a higher than normal assurance of accuracy and completeness. Thus, the key factor for Sensitive Information is that of integrity. Typically, Sensitive Information includes records of agency financial transactions and regulatory actions.

    d. **Personal Information**: Information that identifies or describes an individual, including, but not limited to, their name, social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history. It is DHCS' policy to consider all information about individuals private unless such information is determined to be a public record. This information must be protected from inappropriate access, use, or disclosure and must be made accessible to data subjects upon request. Personal Information includes the following:

    Notice-triggering Personal Information: Specific items of personal information (name plus Social Security number, driver license/California identification card number, or financial account number) that may trigger a requirement to notify individuals if it is acquired by an unauthorized person. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph. See Civil Code sections 1798.29 and 1798.82.

2. **Nondisclosure**. Business Associate and its employees, agents, or subcontractors shall protect from unauthorized disclosure any PSCI.

3. Business Associate and its employees, agents, or subcontractors shall not use any PSCI for any purpose other than carrying out the Business Associate 's obligations under the JPA Agreement.

4. Business Associate and its employees, agents, or subcontractors shall promptly transmit to Covered Entity's Chief Privacy Officer all requests for disclosure of any PSCI not emanating from the person who is the subject of PSCI.

5. Business Associate shall not disclose, except as otherwise specifically permitted by JPA Agreement or authorized by the person who is the subject of PSCI, any PSCI to anyone other than DHCS or Covered Entity without prior written authorization from the Covered Entity Chief Privacy Officer, except if

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disclosure is required by State or Federal law.

6. Business Associate shall observe the following requirements:

   a. **Safeguards**. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PSCI, including electronic PSCI that it creates, receives, maintains, uses, or transmits on behalf of Covered Entity. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of Business Associate's operations and the nature and scope of its activities, Including at a minimum the following safeguards:

      i. Personnel Controls

      1. ***Employee Training***. All workforce members who assist in the performance of functions or activities on behalf of Covered Entity, or access or disclose Covered Entity PSCI, must complete information privacy and security training, at least annually, at Business Associate's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following contract termination.

      2. ***Employee Discipline***. Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.

      3. ***Confidentiality Statement***. All persons that will be working with DHCS PHI or PI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to DHCS PHI or Pl. The statement must be renewed annually. Business Associate shall retain each person's written confidentiality statement for Covered Entity or DHCS inspection for a period of six (6) years following contract termination.

      4. ***Background Check***. Before a member of the workforce may access DHCS PHI or PI, a thorough background check of that worker must be conducted, with evaluation of the results to assure that there is no indication that the worker may present a risk to the security or integrity of confidential data or a risk for theft or misuse of confidential data. Business Associate shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

      ii. Technical Security Controls

      1. ***Workstation/Laptop encryption***. All workstations and laptops that process and/or store DHCS PHI or PI must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the DHCS Information Security Office.

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2. ***Server Security***. Servers containing unencrypted DHCS PHI or PI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

3. ***Minimum Necessary***. Only the minimum necessary amount of DHCS PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.

4. ***Removable media devices***. All electronic files that contain DHCS PHI or PI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smartphones, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.

5. ***Antivirus software***. All workstations, laptops and other systems that process and/or store DHCS PHI or PI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.

6. ***Patch Management***. All workstations, laptops and other systems that process and/or store DHCS PHI or PI must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.

7. ***User IDs and Password Controls***. All users must be issued a unique user name for accessing DHCS PHI or Pl. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within 24 hours. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:

    - Upper case letters (A-Z)
    - Lower case letters (a-z)
    - Arabic numerals (0-9)
    - Non-alphanumeric characters (punctuation symbols)

8. ***Data Destruction***. When no longer needed, all DHCS PHI or PI must be cleared, purged, or destroyed consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization such that the PHI or PI cannot be retrieved.

9. ***System Timeout***. The system providing access to DHCS PHI or PI must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.

10. ***Warning Banners***. All systems providing access to DHCS PHI or PI must display

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a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.

11. ***System Logging***. The system must maintain an automated audit trail which can identify the user or system process which initiates a request for DHCS PHI or PI, or which alters DHCS PHI or PI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If DHCS PHI or PI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.

12. **Access Controls**. The system providing access to DHCS PHI or PI must use role based access controls for all user authentications, enforcing the principle of least privilege.

13. ***Transmission encryption***. All data transmissions of DHCS PHI or PI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing PHI can be encrypted. This requirement pertains to any type of PHI or PI in motion such as website access, file transfer, and E-Mail.

14. ***Intrusion Detection***. All systems involved in accessing, holding, transporting, and protecting DHCS PHI or PI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

iii. Audit Controls

1. ***System Security Review***. All systems processing and/or storing DHCS PHI or PI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.

2. ***Log Reviews***. All systems processing and/or storing DHCS PHI or PI must have a routine procedure in place to review system logs for unauthorized access.

3. ***Change Control***. All systems processing and/or storing DHCS PHI or PI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

iv. Business Continuity I Disaster Recovery Controls

1. ***Emergency Mode Operation Plan***. Business Associate must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic DHCS PHI or PI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.

2. ***Data Backup Plan***. Business Associate must have established documented procedures to backup DHCS PHI to maintain retrievable exact copies of DHCS

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PHI or Pl. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore DHCS PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DHCS data.

v. Paper Document Controls

1. ***Supervision of Data***. DHCS PSI or PI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. DHCS PHI or PI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

2. ***Escorting Visitors***. Visitors to areas where DHCS PHI or PI is contained shall be escorted and DHCS PHI or PI shall be kept out of sight while visitors are in the area.

3. ***Confidential Destruction***. DHCS PHI or PI must be disposed of through confidential means, such as cross cut shredding and pulverizing.

4. ***Removal of Data***. DHCS PHI or PI must not be removed from the premises of the Business Associate except with express written permission of DHCS.

5. ***Faxing***. Faxes containing DHCS PHI or PI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.

6. ***Mailing***. Mailings of DHCS PHI or PI shall be sealed and secured from damage or inappropriate viewing of PHI or PI to the extent possible. Mailings which include 500 or more individually identifiable records of DHCS PHI or PI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of DHCS to use another method is obtained.

b. ***Security Officer***. Business Associate shall, to the extent it has not already done so, designate a Security Officer to oversee its data security program who will be responsible for carrying out its privacy and security programs and for communicating on security matters with Covered Entity and DHCS.

Discovery and Notification of Breach. Notice to Covered Entity:

i. To notify Covered Entity and DHCS **immediately** upon the discovery of a suspected security incident that involves data provided to Covered Entity by DHCS from the Social Security Administration. This notification will be by **telephone call plus email or fax** upon the discovery of the breach. (2) To notify Covered Entity **within 24 hours by email or fax** of the discovery of unsecured PHI or PI in electronic media or in any other media if the PHI or PI was, or is reasonably believed to have been, accessed or acquired by an unauthorized person, any suspected security incident, intrusion or unauthorized access, use or disclosure of PHI or PI in violation of the JPA and this Exhibit, or potential loss of confidential data affecting the JPA. A breach shall be treated as discovered by Business

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Associate as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of Business Associate.

ii. Notice shall be provided to the Covered Entity Chief Privacy Officer, the DHCS Privacy Officer and the DHCS Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves data provided to Covered Entity by DHCS from the Social Security Administration, notice shall be provided by calling the DHCS EITS Service Desk. Notice shall be made using the "DHCS Privacy Incident Report" form, including all information known at the time. The Business Associate shall use the most current version of this form, which is posted on the DHCS Privacy Office website (www.dhcs.ca.gov, then select "Privacy" in the left column and then "Business Use" near the middle of the page) or use this link: htto://www.dhcs.ca.00v/formsandoubs/laws/priv/Pacies/DHCSBusinessAssociatesOnlv.asox

c. Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PHI or PI, Business Associate shall take:

i. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment and

ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

d. ***Investigation of Breach***. Business Associate shall immediately investigate such security incident, breach, or unauthorized use or disclosure of PSCI. If the initial report did not include all of the requested information marked with an asterisk, then within seventy-two (72) hours of the discovery, Business Associate shall submit an updated "DHCS Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the Covered Entity Chief Privacy Officer, the DHCS Privacy Officer, and the DHCS Information Security Officer:

e. ***Written Report***. Business Associate shall provide a written report of the investigation to the Covered Entity Chief Privacy Officer, the DHCS Privacy Officer, and the DHCS Information Security Officer, if all of the required information was not included in the DHCS Privacy Incident Report, within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.

f. ***Notification of Individuals***. Business Associate shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach. The Covered Entity Chief Privacy Officer, the DHCS Privacy Officer, and the DHCS Information Security Officer shall approve the time, manner and content of any such notifications.

7. **Effect on lower tier transactions**. The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, regardless of whether they are for the acquisition of services, goods, or commodities. Business Associate shall incorporate the contents of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.

8. **Contact Information**. To direct communications to the above referenced Covered Entity or DHCS staff,

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Business Associate shall initiate contact as indicated herein. Covered Entity reserves the right to make changes to the contact information below by giving written notice to Business Associate. Said changes shall not require an amendment to this Exhibit or the JPA Agreement to which it is incorporated.

Covered Entity Chief Privacy Officer	**DHCS Privacy Officer**	**DHCS Information Security Officer**
See Section 5.2.2 of this Business Associate Agreement for Covered Entity contact information.	Privacy Officer c/o Office of Legal Services Department of Health Care Services P.O. Box 997413, MS 0011 Sacramento, CA 95899-7413 Email: privacyofficer@dhcs.ca.gov Telephone: (916) 445-4646	Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95889-7413 Email: iso@dhcs.ca.gov Telephone: ITSD Help Desk (916) 440-7000 or (800) 579-0874

9. **Audits and Inspections**. From time to time, DHCS may inspect the facilities, systems, books and records of the Business Associate to monitor compliance with the safeguards required in the Information Confidentiality and Security Requirements (ICSR) exhibit. Business Associate shall promptly remedy any violation of any provision of this ICSR exhibit. The fact that DHCS inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibility to comply with this ICSR exhibit.

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Exhibit B

Privacy and Information Security Provisions

This Exhibit B is intended to protect the privacy and security of specified DHCS information that Business Associate may access, receive, or transmit under the JPA Agreement. The DHCS information covered under this Exhibit B consists of: (1) PHI and (2) PI. PI may include data provided to DHCS by the Social Security Administration.

Exhibit B consists of the following parts:

1. Exhibit B-1 provides for the privacy and security of PI under Civil Code Section 1798.3(a) and 1798.29.

2. Exhibit B-2, Miscellaneous Provisions, sets forth additional terms and conditions that extend to the provisions of Exhibit B in its entirety.

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Exhibit B-1
Privacy and Security of Personal Information and
Personally Identifiable Information Not Subject to HIPAA

1. Recitals.

a. In addition to the Privacy and Security Rules under HIPAA, DHCS is subject to various other legal and contractual requirements with respect to the personal information (as defined in section 2 below) and personally identifiable information (as defined in section 2 below) it maintains. These include:

i. The California Information Practices Act of 1977 (California Civil Code §§1798 et seq.),

ii. Title 42 Code of Federal Regulations, Chapter I, Subchapter A, Part 2.

b. The purpose of this Exhibit B-1 is to set forth Business Associate's privacy and security obligations with respect to PI and PII that Business Associate may create, receive, maintain, use, or disclose for or on behalf of Covered Entity pursuant to the JPA Agreement. Specifically this Exhibit applies to PI and PII which is not PHI as defined by HIPAA and therefore is not addressed in this Business Associate Agreement; however, to the extent that data is both PHI or ePHI and PII, both the Business Associate Agreement and this Exhibit B-1 shall apply.

c. The terms used in this Exhibit B-1, but not otherwise defined, shall have the same meanings as those terms have in the above referenced statute and agreement. Any reference to statutory, regulatory, or contractual language shall be to such language as in effect or as amended.

2. Definitions. The following definitions apply to such terms used in this Exhibit B-1. Abbreviated and capitalized terms used in this Exhibit but not defined below shall have the meaning ascribed to them under this Business Associate Agreement.

a. "Breach" shall have the meaning given to such term under the CMPPA (as defined below in Section 2(c)). It shall include a "PII loss" as that term is defined in the CMPPA.

b. "Breach of the security of the system" shall have the meaning given to such term under the California Information Practices Act, Civil Code section 1798.29(f).

c. "CMPPA Agreement" means the Computer Matching and Privacy Protection Act ("CMPPA") Agreement between the Social Security Administration and the California Health and Human Services Agency ("CHHS").

d. "DHCS PI" shall mean Personal Information, as defined below, accessed in a database maintained by the DHCS, received by Business Associate from Covered Entity or acquired or created by Business Associate in connection with performing the functions, activities and services specified in the JPA Agreement on behalf of the Covered Entity.

e. "Notice-triggering Personal Information" shall mean the personal information identified in Civil Code section 1798.29 whose unauthorized access may trigger notification requirements under Civil Code section 1798.29. For purposes of this provision, identity shall include, but not be limited to, name, address, email address, identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print, a photograph or a biometric identifier. Notice-triggering Personal Information includes PI in electronic, paper or any other medium.

f. "Personally Identifiable Information" ("PII") shall have the meaning given to such term in the

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CMPPA.

g. "Personal Information" ("PI") shall have the meaning given to such term in California Civil Code Section 1798.3(a).

h. "Required by law" means a mandate contained in law that compels an entity to make a use or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.

i. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PI, or confidential data utilized in complying with the JPA Agreement; or interference with system operations in an information system that processes, maintains or stores PI.

3. Terms of Agreement

a. Permitted Uses and Disclosures of DHCS PI and PII by Business Associate

Except as otherwise indicated in this Exhibit B-1, Business Associate may use or disclose DHCS PI only to perform functions, activities or services for or on behalf of the DHCS pursuant to the terms of the JPA Agreement provided that such use or disclosure would not violate the California Information Practices Act ("CIPA") if done by the DHCS.

b. Responsibilities of Business Associate

Business Associate agrees:

i. **Nondisclosure**. Not to use or disclose DHCS PI or PII other than as permitted or required by the JPA Agreement or as required by applicable state and federal law.

ii. **Safeguards**. To implement appropriate and reasonable administrative, technical, and physical safeguards to protect the security, confidentiality and integrity of DHCS PI and PII, to protect against anticipated threats or hazards to the security or integrity of DHCS PI and PII, and to prevent use or disclosure of DHCS PI or PII other than as provided for by the JPA Agreement. Business Associate shall develop and maintain a written information privacy and security program that include administrative, technical and physical safeguards appropriate to the size and complexity of Business Associate's operations and the nature and scope of its activities, which incorporate the requirements of section (c), Security, below. Business Associate will provide Covered Entity or DHCS with its current policies upon request.

c. **Security**. Business Associate shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI and/or PI, and to protect paper documents containing PHI and/or PI. These steps shall include, at a minimum:

i. Complying with all of the data system security precautions listed in Attachment A, Business

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Associate Data Security Requirements;

ii. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A130, Appendix III- Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies; and

iii. If the data obtained by Business Associate from DHCS through Covered Entity includes PII, Contractor shall also comply with the substantive privacy and security requirements in the CMPPA Agreement. Business Associate also agrees to ensure that any agents, including a subcontractor to whom it provides DHCS PII, agree to the same requirements for privacy and security safeguards for confidential data that apply to Business Associate with respect to such information.

d. **Mitigation of Harmful Effects**. To mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of DHCS PI or PII by Business Associate or its subcontractors in violation of this Exhibit B-1.

e. **Business Associate's Agents and Subcontractors**. To impose the same restrictions and conditions set forth in this Exhibit B-1 on any subcontractors or other agents with whom Business Associate subcontracts any activities under the JPA Agreement that involve the disclosure of DHCS PI or PII to the subcontractor.

f. **Availability of Information to Covered Entity and DHCS**. To make DHCS PI and PII available to Covered Entity or DHCS for purposes of oversight, inspection, amendment, and response to requests for records, injunctions, judgments, and orders for production of DHCS PI and PII. If Business Associate receives DHCS PII, upon request by Covered Entity or DHCS, Business Associate shall provide Covered Entity or DHCS, as applicable, with a list of all employees, contractors and agents who have access to DHCS PII, including employees, contractors and agents of its subcontractors and agents.

g. **Cooperation with Covered Entity and DHCS**. With respect to DHCS PI, to cooperate with and assist the Covered Entity or DHCS, as applicable, to the extent necessary to ensure DHCS's compliance with the applicable terms of the CIPA including, but not limited to, accounting of disclosures of DHCS PI, correction of errors in DHCS PI, production of DHCS PI, disclosure of a security breach involving DHCS PI and notice of such breach to the affected individual(s).

h. **Confidentiality of Alcohol and Drug Abuse Patient Records**. Business Associate agrees to comply with all confidentiality requirements set forth in Title 42 Code of Federal Regulations, Chapter I, Subchapter A, Part 2. Business Associate is aware that criminal penalties may be imposed for a violation of these confidentiality requirements.

i. **Breaches and Security Incidents**. During the term of this Agreement, Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:

i. Initial Notice to Covered Entity. (1) To notify Covered Entity and DHCS immediately by telephone call or email or fax upon the discovery of a breach of unsecured DHCS PI or PII in electronic media or in any other media if the PI or PII was, or is reasonably believed to have been, accessed or acquired by an unauthorized person, or upon discovery of a suspected security incident involving DHCS PII. (2) To notify Covered Entity and DHCS within 24 hours by email or fax of the discovery of any suspected security incident, intrusion or unauthorized

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access, use or disclosure of DHCS PI or PII in violation of the JPA Agreement or this Exhibit B-1 or potential loss of confidential data affecting the JPA Agreement. A breach shall be treated as discovered by Business Associate as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of Business Associate.

ii. Notice shall be provided to the Covered Entity Chief Privacy Officer and DHCS Information Protection Unit, Office of HIPAA Compliance. If the incident occurs after business hours or on a weekend or holiday and involves electronic DHCS PI or PII, notice shall be provided to DHCS by calling the DHCS Information Security Officer. Notice to DHCS shall be made using the DHCS "Privacy Incident Report" form, including all information known at the time. Business Associate shall use the most current version of this form, which is posted on the DHCS Information Security Officer website (www.dhcs.camov, then select "Privacy" in the left column and then "Business Partner" near the middle of the page) or use this link: http://www.dhcs.ca.gov/formsandoubs/laws/oriv/Paces/DHCSBusinessAssociatesOnlv.aspx.

iii. Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of DHCS PI or PII, Business Associate shall take:

1. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and

2. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

iv. **Investigation and Investigation Report**. To immediately investigate such suspected security incident, security incident, breach, or unauthorized access, use or disclosure of PHI. Within 72 hours of the discovery, Business Associate shall submit an updated "Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the DHCS Information Security Officer.

v. **Complete Report**. To provide a complete report of the investigation to Covered Entity and the DHCS Information Protection Unit within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report to DHCS shall be submitted on the "Privacy Incident Report" form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If DHCS requests information in addition to that listed on the "Privacy Incident Report" form, Business Associate shall make reasonable efforts to provide Covered Entity or DHCS, as applicable, with such information. If, because of the circumstances of the incident, Business Associate needs more than ten (10) working days from the discovery to submit a complete report, the DHCS may grant a reasonable extension of time, in which case Business Associate shall submit periodic updates until the complete report is submitted. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated "Privacy Incident Report" form. DHCS will review and approve the determination of whether a breach occurred and whether individual notifications and a corrective action plan are required.

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vi. **Responsibility for Reporting of Breaches**. If the cause of a breach of DHCS PI or PII is attributable to Business Associate or its agents, subcontractors or vendors, Business Associate is responsible for all required reporting of the breach as specified in CIPA, section 1798.29. Business Associate shall bear all costs of required notifications to individuals as well as any costs associated with the breach. The Privacy Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made. Covered Entity or DHCS, as applicable, will provide its review and approval expeditiously and without unreasonable delay.

vii. If Business Associate has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors or Covered Entity may report the breach or incident to DHCS in addition to Business Associate , Business Associate shall notify DHCS, and DHCS, Covered Entity, and Business Associate may take appropriate action to prevent duplicate reporting.

viii. **DHCS and Covered Entity Contact Information**. To direct communications to the above referenced Covered Entity and DHCS staff, Business Associate shall initiate contact as indicated herein. Covered Entity reserves the right to make changes to the contact information below by giving written notice to the Business Associate . Said changes shall not require an amendment to this Exhibit or the JPA Agreement to which it is incorporated.

Covered Entity Chief Privacy Officer	**DHCS Privacy Officer**	**DHCS Information Security Officer**
See Section 5.2.2 of this Business Associate Agreement for Covered Entity contact information.	Privacy Officer c/o Office of Legal Services Department of Health Care Services P.O. Box 997413, MS 0011 Sacramento, CA 95899-7413 Email: privacyofficer@dhcs.ca.gov Telephone: (916) 445-4646	Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95889-7413 Email: iso@dhcs.ca.gov Telephone: ITSD Help Desk (916) 440-7000 or (800) 579-0874

j. Designation of Individual Responsible for Security

Business Associate shall designate an individual, (e.g., Security Officer), to oversee its data security program who shall be responsible for carrying out the requirements of this Exhibit B-1 and for communicating on security matters with Covered Entity and DHCS.

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Exhibit B-2
Miscellaneous Terms and Conditions
Applicable to Exhibit B

1. **Disclaimer.** Covered Entity makes no warranty or representation that compliance by Business Associate with this Exhibit B, HIPAA or the HIPAA regulations will be adequately or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of the DHCS PHI, PI and PII.

2. **Amendment.** The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Exhibit B may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations, and other applicable state and federal laws. Upon either party's request, the other party agrees to promptly enter into negotiations concerning an amendment to this Exhibit B embodying written assurances consistent with requirements of HIPAA, the HITECH Act, and the HIPAA regulations, and other applicable state and federal laws. Covered Entity may terminate the JPA Agreement upon thirty (30) days written notice in the event:

    a. Business Associate does not promptly enter into this Exhibit B when requested by Covered Entity; or

    b. Business Associate does not enter into an amendment providing assurances regarding the safeguarding of DHCS PHI that the DHCS deems is necessary to satisfy the standards and requirements of HIPAA and the HIPAA regulations

3. **Judicial or Administrative Proceedings**. Business Associate will notify Covered Entity and DHCS if it is named as a defendant in a criminal proceeding for a violation of HIPAA or other security or privacy law. Covered Entity may at the request of DHCS terminate the JPA Agreement if Business Associate is found guilty of a criminal violation of HIPAA. Covered Entity may at the request of DHCS terminate the JPA Agreement if a finding or stipulation that Business Associate has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Business Associate is a party or has been joined. DHCS will consider the nature and seriousness of the violation in deciding whether or not to request that Covered Entity terminate the JPA Agreement.

4. **Assistance in Litigation or Administrative Proceedings**. Business Associate shall make itself and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under the JPA Agreement, available to DHCS at no cost to DHCS to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DHCS, its directors, officers or employees based upon claimed violation of HIPAA, or the HIPAA regulations, which involves inactions or actions by the Business Associate, except where Business Associate or its subcontractor, employee or agent is a named adverse party.

5. **No Third-Party Beneficiaries**. Nothing express or implied in the terms and conditions of this Exhibit B is intended to confer, nor shall anything herein confer, upon any person other than the Covered Entity or Business Associate and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

6. **Interpretation**. The terms and conditions in this Exhibit B shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, and the HIPAA regulations. The parties agree

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that any ambiguity in the terms and conditions of this Exhibit B shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act and the HIPAA regulations, and, if applicable, any other relevant state and federal laws.

7. **Conflict**. In case of a conflict between any applicable privacy or security rules, laws, regulations or standards the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to PHI, PI and PII from unauthorized disclosure. Further, Business Associate must comply within a reasonable period of time with changes to these standards that occur after the effective date of the JPA Agreement.

8. **Regulatory References**. A reference in the terms and conditions of this Exhibit B to a section in the HIPAA regulations means the section as in effect or as amended.

9. **Survival**. The respective rights and obligations of Business Associate under Item 3(b) of Exhibit B-1, Responsibilities of Business Associate, shall survive the termination or expiration of this Agreement.

10. **No Waiver of Obligations**. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

11. **Audits, Inspection and Enforcement**. From time to time, and subject to all applicable federal and state privacy and security laws and regulations, Covered Entity or DHCS may conduct a reasonable inspection of the facilities, systems, books and records of to monitor compliance with this Exhibit B. Business Associate shall promptly remedy any violation of any provision of this Exhibit B. The fact that Covered Entity or DHCS inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibility to comply with this Exhibit B. Covered Entity's or DHCS's failure to detect a non-compliant practice, or a failure to report a detected noncompliant practice to Business Associate does not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under the JPA Agreement or related documents, including this Exhibit B.

12. **Due Diligence**. Business Associate shall exercise due diligence and shall take reasonable steps to ensure that it remains in compliance with this Exhibit B and is in compliance with applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, and other applicable state and federal law, and that its agents, subcontractors and vendors are in compliance with their obligations as required by this Exhibit B.

13. **Term**. The Term of this Exhibit B shall extend beyond the termination of the Agreement and shall terminate when all DHCS PHI is destroyed or returned to Covered Entity, in accordance with 45 CFR Section 1 64.504(e)(2)(ii)(1), and when all DHCS PI and PII is destroyed in accordance with Attachment A.

14. **Effect of Termination**. Upon termination or expiration of this Agreement for any reason, Business Associate shall return or destroy all DHCS PHI, PI and PII that Business Associate still maintains in any form, and shall retain no copies of such PHI, PI or PII. If return or destruction is not feasible, Business Associate shall notify Covered Entity an DHCS of the conditions that make the return or destruction infeasible, and Covered Entity, DHCS, and Business Associate shall determine the terms and conditions under which Business Associate may retain the PHI, PI or PII. Business Associate shall continue to extend the protections of this Exhibit B to such DHCS PHI, PI and PII, and shall limit further use of such data to those purposes that make the return or destruction of such data infeasible. This provision shall apply to DHCS PHI, PI and PII that is in the possession of subcontractors or agents of Business Associate.

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Attachment A
Data Security Requirements

1. Personnel Controls

a. **Employee Training**. All workforce members who assist in the performance of functions or activities on behalf of the Covered Entity with respect to DHCS-provided information, or access or disclose DHCS PHI or PI must complete information privacy and security training, at least annually, at Business Associate's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following termination of this Agreement.

b. **Employee Discipline**. Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.

c. **Confidentiality Statement**. All persons that will be working with DHCS PHI or PI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to DHCS PHI or PI. The statement must be renewed annually. Business Associate shall retain each person's written confidentiality statement for Covered Entity or DHCS inspection for a period of six (6) years following termination of this Agreement.

d. **Background Check**. Before a member of the workforce may access DHCS PHI or PI, a background screening of that worker must be conducted. The screening should be commensurate with the risk and magnitude of harm the employee could cause, with more thorough screening being done for those employees who are authorized to bypass significant technical and operational security controls. Business Associate shall retain each workforce member's background check documentation for a period of three (3) years.

2. Technical Security Controls

a. **Workstation/Laptop encryption**. All workstations and laptops that store DHCS PHI or PI either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the DHCS Information Security Office.

b. **Server Security**. Servers containing unencrypted DHCS PHI or PI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

c. **Minimum Necessary**. Only the minimum necessary amount of DHCS PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.

d. **Removable media devices**. All electronic files that contain DHCS PHI or PI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.

e. **Antivirus software**. All workstations, laptops and other systems that process and/or store DHCS PHI or PI must install and actively use comprehensive anti-virus software solution with

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automatic updates scheduled at least daily.

f. **Patch Management**. All workstations, laptops and other systems that process and/or store DHCS PHI or PI must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release. Applications and systems that cannot be patched within this time frame due to significant operational reasons must have compensatory controls implemented to minimize risk until the patches can be installed. Applications and systems that cannot be patched must have compensatory controls implemented to minimize risk, where possible.

g. **User IDs and Password Controls**. All users must be issued a unique user name for accessing DHCS PHI or Pl. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed at least every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:

h. Upper case letters (A-Z)

i. Lower case letters (a-z)

j. Arabic numerals (0-9)

k. Non-alphanumeric characters (punctuation symbols)

l. **Data Destruction**. When no longer needed, all DHCS PHI or PI must be wiped using the Gutmann or US DHCS of Defense (DoD) 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require prior written permission of the DHCS Information Security Office.

m. **System Timeout**. The system providing access to DHCS PHI or PI must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.

n. **Warning Banners**. All systems providing access to DHCS PHI or PI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.

o. **System Logging**. The system must maintain an automated audit trail which can identify the user or system process which initiates a request for DHCS PHI or PI, or which alters DHCS PHI or Pl. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If DHCS PHI or PI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.

p. **Access Controls**. The system providing access to DHCS PHI or PI must use role based access controls for all user authentications, enforcing the principle of least privilege.

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q. **Transmission encryption**. All data transmissions of DHCS PHI or PI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing DHCS PHI can be encrypted. This requirement pertains to any type of DHCS PHI or PI in motion such as website access, file transfer, and E-Mail.

r. **Intrusion Detection**. All systems involved in accessing, holding, transporting, and protecting DHCS PHI or PI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

3. Audit Controls

a. **System Security Review**. Business Associate must ensure audit control mechanisms that record and examine system activity are in place. All systems processing and/or storing DHCS PHI or PI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.

b. **Log Reviews**. All systems processing and/or storing DHCS PHI or PI must have a routine procedure in place to review system logs for unauthorized access.

c. **Change Control**. All systems processing and/or storing DHCS PHI or PI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

4. Business Continuity / Disaster Recovery Controls

a. **Emergency Mode Operation Plan**. Business Associate must establish a documented plan to enable continuation of critical business processes and protection of the security of DHCS PHI or PI held in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.

b. **Data Backup Plan**. Business Associate must have established documented procedures to backup DHCS PHI to maintain retrievable exact copies of DHCS PHI or Pl. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore DHCS PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DHCS data.

5. Paper Document Controls

a. **Supervision of Data**. DHCS PHI or PI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. DHCS PHI or PI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

b. **Escorting Visitors**. Visitors to areas where DHCS PHI or PI is contained shall be escorted and DHCS PHI or PI shall be kept out of sight while visitors are in the area.

c. **Confidential Destruction**. DHCS PHI or PI must be disposed of through confidential means, such as cross cut shredding and pulverizing.

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d. **Removal of Data**. Only the minimum necessary DHCS PHI or PI may be removed from the premises of Business Associate except with express written permission of DHCS. DHCS PHI or PI shall not be considered "removed from the premises" if it is only being transported from one of Business Associate's locations to another of Business Associates locations.

e. **Faxing**. Faxes containing DHCS PHI or PI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.

f. **Mailing**. Mailings containing DHCS PHI or PI shall be sealed and secured from damage or inappropriate viewing of such PHI or PI to the extent possible. Mailings which include 500 or more individually identifiable records of DHCS PHI or PI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of DHCS to use another method is obtained.

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

Agreement No: A – 11373

a. Approve the Monterey County Department of Health and Behavioral Health Division's participation in the California Counties' Mental Health Services Authority in order to jointly develop and fund mental health services and education programs as determined on a regional, statewide, or other basis;
b. Authorize the Director of Health to sign the Joint Exercise of Powers Agreement and designate the Behavioral Health Director to act as the representative of Monterey County in the California Counties' Mental Health Services Authority; and
c. Authorize the Director of Health to sign all future documents pertaining to the Agreement as may be required.

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

a. Approved the Monterey County Department of Health and Behavioral Health Division's participation in the California Counties' Mental Health Services Authority in order to jointly develop and fund mental health services and education programs as determined on a regional, statewide, or other basis;
b. Authorized the Director of Health to sign the Joint Exercise of Powers Agreement and designate the Behavioral Health Director to act as the representative of Monterey County in the California Counties' Mental Health Services Authority; and
c. Authorized the Director of Health to sign all future documents pertaining to the Agreement as may be required.

PASSED AND ADOPTED this 10th day of February, 2009, by the following vote, to wit:
AYES: Supervisors Armenta, Calcagno, Salinas, Parker, Potter
NOES: None
ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 74 for the meeting on February 10, 2009.

Dated: February 10, 2009

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

By _____
Deputy

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Monterey County
Board of Supervisors

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

Board Order

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Wendy Root Askew to:

Agreement No.: A-17338
Approve and authorize the Director of Health Services or designee to execute on behalf of the County of Monterey standard agreements, and any amendments thereto, for continued funding from public and private local, State, and Federal agencies for designated programs that do not require a County match, regardless of award amount; and to sign standard subcontractor agreements not to exceed $200,000 associated with continued funding agreements for designated programs. Programs and their associated agreements are identified in an "Attachment A- Program Funding List" to the Board Report.

PASSED AND ADOPTED on this 10th day of June 2025, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew and Daniels
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 10, 2025.

Dated: June 11, 2025
File ID: A 25-188
Agenda Item No.: 34

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

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

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Attachment A

Program Funding List

Agency	Bureau	Grant/Contract Title
California Department of Health Care Services	Administration	Medi-Cal Administration Activities (MAA)
California Department of Health Care Services	Administration	Targeted Case Management (TCM)
California Department of Health Care Services/Host County	Administration	Medi-Cal Participation Fee (MAA/TCM)
California Department of Public Health	Administration	Health Equity, Health in all Policies (CERI)
California Department of Public Health	Administration	California Pathways into Public Health (Pathways) Fellowship Program
California Department of Public Health	Administration	CASPHI: California Strengthening Public Health Initiative
City of Salinas	Administration	CalVIP Cohort 4 Evaluation
Transportation Agency of Monterey County	Administration	ATP 6 (ATP6ARDO & ATP6SANTON)
Transportation Agency of Monterey County	Administration	North Monterey County Safe Routes to School (NMCSRTS)
California Go-Biz	Administration	California Reinvestment Grant
The Board of State and Community Corrections	Behavioral Health	Proposition 47 Grant

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Attachment A

Program Funding List

Agency	Bureau	Grant/Contract Title
California Department of Health Care Services	Behavioral Health	DMC-ODS Waiver Agreement/Substance Use Disorder Programs (SUD)/SABG Block Grant
California Department of Health Care Services	Behavioral Health	Managed Care/Mental Health Plan Agreement
California Department of Health Care Services	Behavioral Health	Performance Agreement: Mental Health Services Act (MHSA); Projects for Assistance in Transition from Homelessness (PATH); Community Mental Health Services Block Grant (MHBG); and Realignment Funds
California Department of Health Care Services/Behavioral Health Bridge Housing Program	Behavioral Health	Planning and implementation of bridge housing services for individuals experiencing homelessness who have serious behavioral health conditions (a serious mental illness and/or substance use disorder).
California Department of Health Care Services/Community Care Expansion Preservation Program	Behavioral Health	Provides operating and capital funding to help preserve and prevent the closure of board and care homes that serve BH clients.
California Mental Health Services Authority	Behavioral Health	Joint Exercise of Powers Agreement
California Mental Health Services Authority	Behavioral Health	State Hospital Program Participation Agreement
California State Department of Rehabilitation	Behavioral Health	County Behavioral Health Cooperative Agreement & associated Memoranda of Agreement between County & Interim, Inc.
California State Department of Rehabilitation	Behavioral Health	Interagency Cash Transfer Agreement
California Department of Social Services	Behavioral Health	Children’s Crisis Continuum Pilot Program

Attachment A

Program Funding List

Agency	Bureau	Grant/Contract Title
California State Department of State Hospitals	Behavioral Health	Participation Agreement and Purchase of State Hospital Beds
California State Department of State Hospitals/California Mental Health Services Authority (CalMHSA)	Behavioral Health	County Use of State Hospital Beds MOU
Central California Alliance for Health	Behavioral Health	Medi-Cal Capacity Grant
Central California Alliance for Health	Behavioral Health	Memorandum of Understanding with Monterey County Mental Health Plan
Tulare County Superintendent of Schools	Behavioral Health	Friday Night Live (FNL) Programs, FNL, Club Live (CL), Friday Night Live Kids (FNLK), and/or FNL Mentoring
California Health Facilities Financing Authority	Behavioral Health	Crisis Stabilization Unit and Crisis Residential Treatment Program
California Department of Health Care Services	Behavioral Health	Children and Youth Behavioral Health Initiative - Evidence-Based Practice Grant, Round 1
California Department of Health Care Services	Behavioral Health	Children and Youth Behavioral Health Initiative - Evidence-Based Practice Grant, Round 2
Behavioral Health Services Oversight and Accountability Commission	Behavioral Health	Mental Health Student Services Act Grant
California State University, Monterey Bay	Behavioral Health	Project REACH
Blue Shield of California Foundation	Clinic Services	Health Care Coverage/Safety Net/Mental Health/Payment Reform

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Attachment A

Program Funding List

Agency	Bureau	Grant/Contract Title
Blue Shield of California Foundation	Clinic Services	Spreading Solutions That Work, Community-Centered Care, Population Management and Innovation & Design Thinking Programs
California Department of Health Care Services	Clinic Services	Program enrollment and service Agreements for Every Woman Counts, Family PACT, Presumptive Eligibility
California Department of Public Health	Clinic Services	AIDS Drug Assistance Program (ADAP) and Pre-Exposure Prophylaxis Assistance Program (PrEP-AP)
California Department of Public Health	Clinic Services	The National Cardiovascular Health Program; including HeartBeatCA Program
California Department of Public Health	Clinic Services	Diabetes Prevention Programs
California Health Care Foundation/Center for Care Innovations	Clinic Services	Innovation & Technology Program; Population Health Program
Central California Alliance for Health	Clinic Services	Medi-Cal Capacity Grant Program
Central California Alliance for Health	Clinic Services	BHI Incentive Program
Central California Alliance for Health	Clinic Services	Allied Health Care Professional Services Agreement
Central California Alliance for Health	Clinic Services	Behavioral Health Care Professional Services Agreement
Central California Alliance for Health	Clinic Services	Workforce Support for Care Gap Closure Grants

Docusign Envelope ID: D93B9852-F94C-4FCE-B523-194AC7A8E189

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Program Funding List

Agency	Bureau	Grant/Contract Title
Central California Alliance for Health	Clinic Services	Primary and Specialty Referral Managed Care Services Agreement
Health Resources and Services Administration	Clinic Services	National Health Service Corps Loan Repayment, Nurse Corps Loan Repayment
Health Resources and Services Administration	Clinic Services	Health Center Program Grant
Health Resources and Services Administration	Clinic Services	Ryan White Grant
Health Resources and Services Administration	Clinic Services	Supplemental Funding Awards for Health Center Program Grant
Federal Communications Commission	Clinic Services	Coronavirus Grant Funding
Department of Healthcare Access and Information (HCAI)	Clinic Services	California State Loan Repayment Program, Health Professionals Education Foundation Scholarship and Loan Repayments
State of California Emergency Medical Services Agency	Emergency Medical Services	Maddy Fund
County of Monterey Board of Supervisors	Emergency Medical Services	CSA-74 (County Service Area 74)
California Department of Resources, Recycling and Recovery	Environmental Health	Waste Tire Enforcement Grant (and Resolution authorizing execution and submittal of documents)
California Department of Resources, Recycling and Recovery	Environmental Health	Used Oil Payment Program (and Resolution authorizing execution and submittal of documents)

Docusign Envelope ID: D93B9852-F94C-4FCE-B523-194AC7A8E189

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Program Funding List

Agency	Bureau	Grant/Contract Title
California Department of Resources, Recycling and Recovery	Environmental Health	SB 1383 Local Assistance Grant (and Resolution authorizing execution and submittal of documents)
California Department of Resources, Recycling and Recovery	Environmental Health	Local Enforcement Agency Grant ("LEA") program (and Resolution authorizing execution and submittal of documents)
California Department of Resource Recovery	Environmental Health	City/County Payment Program and Beverage Container Recycling Grant Program
California State Department of Fish and Wildlife	Environmental Health	Local Assistance Grant For Area Oil Spill Contingency Plan
California State Department of Fish and Wildlife	Environmental Health	Water Testing
California State Water Resources Control Board	Environmental Health	Emergency, Abandoned, Recalcitrant (EAR)
California State Water Resources Control Board (State Water Board)	Environmental Health	Public Beach Safety Grant Program
California State Water Resources Control Board (State Water Board)	Environmental Health	Waste Discharge Permit Fund (WDPF)
California Department of Health Care Services	Public Health	California Children’s Services Administration
California Department of Health Care Services	Public Health	California Children's Services, Medical Therapy Program
California Department of Health Care Services	Public Health	Health Care Program for Children in Foster Care

Docusign Envelope ID: D93B9852-F94C-4FCE-B523-194AC7A8E189

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Program Funding List

Agency	Bureau	Grant/Contract Title
California Department of Public Health	Public Health	Childhood Lead Poisoning Prevention Program
California Department of Public Health	Public Health	STD Local Assistance Funds: Core STD Program Management (1 and 2)
California Department of Public Health	Public Health	STD Local Assistance Funds: HCV
California Department of Public Health	Public Health	HCV Prevention and Collaboration Grant
California Department of Public Health	Public Health	HIV Care Program (X07) Ryan White HIV/AIDS Program
California Department of Public Health	Public Health	HIV Care Program (X08) Ryan White HIV/AIDS Program
California Department of Public Health	Public Health	HIV Prevention Program
California Department of Public Health	Public Health	HIV Prevention Supplemental Program
California Department of Public Health	Public Health	HIV Surveillance Program
California Department of Public Health	Public Health	California Enhanced HIV/AIDS Case Reporting System Data Use and Disclosure Agreement
California Department of Public Health	Public Health	Infectious Disease Prevention and Control Local Infrastructure Funds

Docusign Envelope ID: D93B9852-F94C-4FCE-B523-194AC7A8E189

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Program Funding List

Agency	Bureau	Grant/Contract Title
California Department of Public Health	Public Health	Immunization Assistance Program Grant
California Department of Public Health	Public Health	Maternal Child Adolescent and Health
California Department of Public Health	Public Health	California Home Visitation Program Expansion Grant
California Department of Public Health	Public Health	California Home Visitation Program Innovation Grant
California Department of Public Health	Public Health	Minority AIDS Initiative
California Department of Public Health	Public Health	Naloxone Distribution Grant Program
California Department of Public Health	Public Health	Naloxone Distribution Project Grant
California Department of Public Health	Public Health	Nutrition and Physical Activity Branch/CalFresh Healthy Living
California Department of Public Health	Public Health	Public Health Emergency Preparedness Grant
California Department of Public Health	Public Health	Hospital Preparedness Grant
California Department of Public Health	Public Health	Hospital Preparedness Programs Grant, Supplemental

Docusign Envelope ID: D93B9852-F94C-4FCE-B523-194AC7A8E189

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Program Funding List

Agency	Bureau	Grant/Contract Title
California Department of Public Health	Public Health	Pandemic Influenza Preparedness Grant
California Department of Public Health	Public Health	Epidemiology and Laboratory Capacity Grant
California Department of Public Health	Public Health	Epidemiology and Laboratory Capacity Grant - COVID19, Enhancing Detection
California Department of Public Health	Public Health	Epidemiology and Laboratory Capacity Grant - COVID19, Expansion
California Department of Public Health	Public Health	Tobacco Control
California Department of Public Health	Public Health	Local Oral Health Program
California Department of Public Health	Public Health	Tuberculosis Control Local Assistance Fund
California Department of Public Health	Public Health	Tuberculosis Control Special Needs Funds
California Department of Public Health	Public Health	Vital Records, fees
California Department of Public Health	Public Health	Women, Infants and Children (WIC) Supplemental Nutrition Program
California Department of Public Health	Public Health	CA PREP Adolescent Sexual Health, Information & Education Program

Docusign Envelope ID: D93B9852-F94C-4FCE-B523-194AC7A8E189

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Program Funding List

Agency	Bureau	Grant/Contract Title
California Department of Public Health	Public Health	Safe Schools for All Grant (SS4A-Grant)
California Department of Public Health	Public Health	Public Health Workforce Development Supplemental Funds
California Department of Public Health	Public Health	California Government Operations Agency (GovOps)
California Department of Public Health	Public Health	Disease Intervention Specialist Workforce Development Grant
California Department of Public Health	Public Health	California Pathways into Public Health (Cal-PPH) Initiative Fellowship/Intern Program
California Department of Public Health	Public Health	California Epidemiologic Investigation Service (Cal-EIS) Fellowship Program
California Department of Public Health	Public Health	COVID-19 Enhancing Detection Expansion Molecular Detection Supplemental Funds
California Department of Public Health	Public Health	California Healthy Brain Initiative State and Local Public Health Partnerships to Address Dementia
California Department of Public Health	Public Health	CalCONNECT Data Use and Disclosure Agreement
California Department of Public Health	Public Health	Tuberculosis Control - Uniting for Ukraine (U4U) funds
California Department of Public Health	Public Health	STD Prevention and Collaboration Grant

Docusign Envelope ID: D93B9852-F94C-4FCE-B523-194AC7A8E189

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Program Funding List

Agency	Bureau	Grant/Contract Title
California Department of Public Health	Public Health	Public Health Equity and Readiness Opportunity (HERO) initiative
California Department of Public Health	Public Health	Future of Public Health (FoPH)
California Department of Public Health	Public Health	Epidemiology and Laboratory Capacity (ELC) – Strengthening Healthcare Associated Infections and Antimicrobial Resistance Program (SHARP)
California Department of Public Health	Public Health	CalREDIE Systems Data Use and Disclosure Agreement
Central California Alliance for Health	Public Health	Medi-Cal Capacity Grant Programs
Central California Alliance for Health	Public Health	Health Allied Health Care Enhanced Care Management
Central California Alliance for Health	Public Health	CalAIM Incentive Payment Program
Central California Alliance for Health	Public Health	Medi-Cal Capacity Grant, Partners for Healthy Good Access Program (Artichoke Pizza)
Central California Alliance for Health	Public Health	Medi-Cal Capacity Grant, Equity Learning for Health Professionals
California Office of Traffic Safety	Public Health	Pedestrian and Bicycle Safety Program
California Department of Corrections and Rehabilitation (CDCR)	Public Health	Sexual Assualt Response Team (SART) Coordinator and Sexual Assault Forensic Examiners (SAFE) Services

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Program Funding List

Agency	Bureau	Grant/Contract Title
California Department of Corrections and Rehabilitation	Public Health	Well Water/Waste Water Analysis and Testing Services
California Department of Transportation	Public Health	Active Transportation Program (ATP)
California Office of Traffic Safety	Public Health	Child Passenger Safety Program
Centers for Disease Control & Prevention	Public Health	STRYVE/PREVAYL - Violence Prevention
California State Department of Fish and Wildlife	Public Health	Public Health Laboratory - Water Testing
The Bureau of State and Community corrections (BSCC)	Public Health	Control, Regulate and Tax Adult Use of Marijuana Act (AUMA)
California Government Operations Agency	Public Health	Special Financial Assistance Grant
Heluna Health on behalf of California Department of Public Health	Public Health	Epidemiology and Laboratory Capacity Grant - Public Health Laboratory Preparedness Supplemental Funds
Heluna Health on behalf of California Department of Public Health	Public Health	Epidemiology and Laboratory Capacity Grant - COVID19
Centers for Disease Control & Prevention	Public Health	Public Health Associate Program (PHAP)
The Board of State and Community Corrections (BSCC)	Public Health	Proposition 64 Public Health and Safety Grant Program

Docusign Envelope ID: D93B9852-F94C-4FCE-B523-194AC7A8E189

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Program Funding List

Agency	Bureau	Grant/Contract Title
Transportation Agency of Monterey County	Public Health	Active Transportation Program
Transportation Agency of Monterey County	Public Health	Safe Routes to School
California Office of Traffic Safety	Public Health	Driving High is a DUI- Cannabis Education/ Let's Be Blunt: Driving High is a DUI
Council of State and Territorial Epidemiologists (CSTE)	Public Health	CSTE Fellowship Program

Introduced: 10/21/2025
Version: 1

Current Status: Criminal Justice - Consent
Matter Type: General Agenda Item

a. Approve and Authorize the Sheriff or Sheriff's designee to sign a retroactive Memorandum of Understanding (MOU) with the Law enforcement Agencies for the funding of one (1) Records Specialist II position, in the amount of $115,699 who provide support to law enforcement agencies/departments after hours, weekends and holidays, effective July 1, 2025; and
b. Authorize the Sheriff or Sheriff's designee to sign future amendments as necessary that do not significantly change the scope of work and where the cost increases are based on cost-of-living adjustments, step increases, compensation studies, benefits; and
c. Authorize and direct the Auditor-Controller to amend the Sheriff's FY 2025-26 Adopted Budget (001-2300-SHE001-8229) by increasing appropriations and estimated revenues of $115,699 in the Sheriff's FY 2025-26 Adopted Budget (001-2300-SHE001-8229), financed by a MOU with six (6) Law enforcement Agencies for the funding of one (1) Records Specialist II position, in the amount of $115,699 (4/5th vote required).

RECOMMENDATION:

It is recommended that the Board of Supervisors:
a. Approve and Authorize the Sheriff or Sheriff's designee to sign a retroactive Memorandum of Understanding (MOU) with the Law enforcement Agencies for the funding of one (1) Records Specialist II position, in the amount of $115,699 who provide support to law enforcement agencies/departments after hours, weekends and holidays, effective July 1, 2025; and
b. Authorize the Sheriff or Sheriff's designee to sign future amendments as necessary that do not significantly change the scope of work and where the cost increases are based on cost-of-living adjustments, step increases, compensation studies, benefits; and
c. Authorize and direct the Auditor-Controller to amend the Sheriff's FY 2025-26 Adopted Budget (001-2300-SHE001-8229) by increasing appropriations and estimated revenues of $115,699 in the Sheriff's FY 2025-26 Adopted Budget (001-2300-SHE001-8229), financed by a MOU with six (6) Law enforcement Agencies for the funding of one (1) Records Specialist II position, in the amount of $115,699 (4/5th vote required).

SUMMARY/DISCUSSION:

Current financial challenges faced by the County of Monterey necessitated an over $5 million reduction in the Monterey County Sheriff's Office FY25-26 budget. This led to the elimination of 28 vacant positions at the Sheriff's Office which included 6 professional staff positions in the Sheriff's Office Records Division. Future fiscal year projections at this time indicate the County of Monterey will continue to face financial challenges in FY26-27 and FY27-28 with unknown impacts on the Sheriff's Office budget at this time. As a result of the financial challenges facing the County of Monterey and reduction in Sheriff's Office staffing an evaluation of services being provided to the

community and our municipal partners was initiated. As a result it was determined the Sheriff's Office has been supplementing the services of numerous municipal law enforcement partners, that are their legal requirement, at no cost; therefore, the Sheriff's Office is seeking approval of this Memorandum of Understanding (MOU) with the following municipalities and their Police Departments: City of Gonzales, City of Greenfield, City of King, City of Marina, City of Sand, City of Soledad.

The above-mentioned municipal police departments do not have sufficient independent staffing within their agencies to meet their compliance requirements 24 hours pers day/7 days per week mandated by the California Law enforcement Telecommunications Systems (CLETS) Polices, Practices and Procedures. Due to insufficient staffing in their respective agencies it is cost effective for the noted municipal police departments to share the expenses for one (1) Sheriff's Office Records Specialist II position. The purpose of this MOU is to define the parameters of service the Sheriff's Office will provide Monday thru Friday from 1700-0800, all day Saturday and Sunday and all Holidays when the noted municipal police departments are closed to the general public allowing the Sheriff's Office to assist in ensuring compliance requirements mandated by the California Law Enforcement Telecommunications Systems (CLETS) Polices, Practices and Procedures are met. The MOU will be reviewed annually to ensure that the cost for the one (1) Records Specialist II position will continue to be covered by the participating agencies.

OTHER AGENCY INVOLVEMENT:
County Counsel and the Auditor/Controller have reviewed this document and approved as to legal and fiscal provisions, respectively. The noted municipal police departments have been provided an opportunity to elect or decline to participate in this shared services agreement. This item was presented at the September 24, 2025 Board of Supervisors Budget Committee meeting.

FINANCING:
The revenue generated by this MOU will be paid by Subscribing Agencies and included in future fiscal year budgets if the Subscribing Agencies elect to continue to participate. There will be no increase in General Fund contributions to the Sheriff's Office as a result of this board action.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
Mark a check to the related Board of Supervisors Strategic Plan Goals:
____ 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: Arthur Curtright, Management Analyst III, Ext #3708
Reviewed by: Jason Smith, Chief, Ext #3801
Reviewed by: Keith Boyd, Undersheriff, Ext #3859
Approved by: Tina Nieto, Sheriff/Coroner, Ext #3750

Attachment(s):
Board Report

MOU between the Monterey County Sheriff's Office and Law Enforcement Agencies and Departments
Resolution

Introduced: 10/21/2025
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

a. Approve and Authorize the Sheriff or Sheriff's designee to sign a retroactive Memorandum of Understanding (MOU) with the Law enforcement Agencies for the funding of one (1) Records Specialist II position, in the amount of $115,699 who provide support to law enforcement agencies/departments after hours, weekends and holidays, effective July 1, 2025; and
b. Authorize the Sheriff or Sheriff's designee to sign future amendments as necessary that do not significantly change the scope of work and where the cost increases are based on cost-of-living adjustments, step increases, compensation studies, benefits; and
c. Authorize and direct the Auditor-Controller to amend the Sheriff's FY 2025-26 Adopted Budget (001-2300-SHE001-8229) by increasing appropriations and estimated revenues of $115,699 in the Sheriff's FY 2025-26 Adopted Budget (001-2300-SHE001-8229), financed by a MOU with six (6) Law enforcement Agencies for the funding of one (1) Records Specialist II position, in the amount of $115,699 (4/5th vote required).

RECOMMENDATION:

It is recommended that the Board of Supervisors:
a. Approve and Authorize the Sheriff or Sheriff's designee to sign a retroactive Memorandum of Understanding (MOU) with the Law enforcement Agencies for the funding of one (1) Records Specialist II position, in the amount of $115,699 who provide support to law enforcement agencies/departments after hours, weekends and holidays, effective July 1, 2025; and
b. Authorize the Sheriff or Sheriff's designee to sign future amendments as necessary that do not significantly change the scope of work and where the cost increases are based on cost-of-living adjustments, step increases, compensation studies, benefits; and
c. Authorize and direct the Auditor-Controller to amend the Sheriff's FY 2025-26 Adopted Budget (001-2300-SHE001-8229) by increasing appropriations and estimated revenues of $115,699 in the Sheriff's FY 2025-26 Adopted Budget (001-2300-SHE001-8229), financed by a MOU with six (6) Law enforcement Agencies for the funding of one (1) Records Specialist II position, in the amount of $115,699 (4/5th vote required).

SUMMARY/DISCUSSION:

Current financial challenges faced by the County of Monterey necessitated an over $5 million reduction in the Monterey County Sheriff's Office FY25-26 budget. This led to the elimination of 28 vacant positions at the Sheriff's Office which included 6 professional staff positions in the Sheriff's Office Records Division. Future fiscal year projections at this time indicate the County of Monterey will continue to face financial challenges in FY26-27 and FY27-28 with unknown impacts on the Sheriff's Office budget at this time. As a result of the financial challenges facing the County of Monterey and reduction in Sheriff's Office staffing an evaluation of services being provided to the

community and our municipal partners was initiated. As a result it was determined the Sheriff's Office has been supplementing the services of numerous municipal law enforcement partners, that are their legal requirement, at no cost; therefore, the Sheriff's Office is seeking approval of this Memorandum of Understanding (MOU) with the following municipalities and their Police Departments: City of Gonzales, City of Greenfield, City of King, City of Marina, City of Sand, City of Soledad.

The above-mentioned municipal police departments do not have sufficient independent staffing within their agencies to meet their compliance requirements 24 hours pers day/7 days per week mandated by the California Law enforcement Telecommunications Systems (CLETS) Polices, Practices and Procedures. Due to insufficient staffing in their respective agencies it is cost effective for the noted municipal police departments to share the expenses for one (1) Sheriff's Office Records Specialist II position. The purpose of this MOU is to define the parameters of service the Sheriff's Office will provide Monday thru Friday from 1700-0800, all day Saturday and Sunday and all Holidays when the noted municipal police departments are closed to the general public allowing the Sheriff's Office to assist in ensuring compliance requirements mandated by the California Law Enforcement Telecommunications Systems (CLETS) Polices, Practices and Procedures are met. The MOU will be reviewed annually to ensure that the cost for the one (1) Records Specialist II position will continue to be covered by the participating agencies.

OTHER AGENCY INVOLVEMENT:
County Counsel and the Auditor/Controller have reviewed this document and approved as to legal and fiscal provisions, respectively. The noted municipal police departments have been provided an opportunity to elect or decline to participate in this shared services agreement. This item was presented at the September 24, 2025 Board of Supervisors Budget Committee meeting.

FINANCING:
The revenue generated by this MOU will be paid by Subscribing Agencies and included in future fiscal year budgets if the Subscribing Agencies elect to continue to participate. There will be no increase in General Fund contributions to the Sheriff's Office as a result of this board action.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
Mark a check to the related Board of Supervisors Strategic Plan Goals:
____ 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: Arthur Curtright, Management Analyst III, Ext #3708
Reviewed by: Jason Smith, Chief, Ext #3801
Reviewed by: Keith Boyd, Undersheriff, Ext #3859
Approved by: Tina Nieto, Sheriff/Coroner, Ext #3750

Attachment(s):
Board Report

MOU between the Monterey County Sheriff's Office and Law Enforcement Agencies and Departments
Resolution

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF MONTEREY, ON BEHALF OF ITS SHERIFF'S OFFICE
AND
LAW ENFORCEMENT AGENCIES

This Memorandum of Understanding (MOU) is made and entered into as of the date of last signature, by and between the County of Monterey, on behalf of its Sheriff's Office hereinafter "Sheriff" and Law Enforcement Agencies, hereinafter "Subscribing Agencies" listed below:

City of Gonzales
City of Greenfield
City of King
City of Marina
City of Sand
City of Soledad

RECITALS

WHEREAS, the Sheriff seeks to enter into an agreement with Subscribing Agencies to provide staffing for one (1) full-time Records Specialist II positions. This position shall ensure records coverage during the following periods: Monday through Friday from 1700 hours to 0800 hours, and 24-hour coverage on Saturdays, Sundays, and recognized holidays. This staffing is intended to supplement the existing operational hours of the Subscribing Agencies and ensure continued compliance with the California Law Enforcement Telecommunications System (CLETS) Policies, Practices, and Procedures.

WHEREAS, this MOU is not to supplement lunch, breaks, military leaves, medical leaves, or extended leaves during the course of the normal work day Monday – Friday 0800-1700.

WHEREAS, Sheriff will be responsible for HIT Confirmation's for DOJ Databases (Stolen Vehicle System/Automated Boat System, Wanted persons System, Automated Firearms System, Automated property System, Missing/Unidentified persons System, California Restraining Order and protective order System, National Law Enforcement Telecommunications System and National Crime Information Center) for the Subscribing agencies during Monday-Friday 1700-0800, Saturday, Sunday, and Holidays 24 hours for the CLETS mandated communications.

WHEREAS, Sheriff and under the governance of the Board of Supervisors, will fund one (1) Records Specialist II position through this mutually agreeable cost plan. Beginning in Fiscal Year 2025-26, the cost of one (1) Records Specialist II position is $115,699 which is inclusive of all salary, benefits, taxes and insurance. The total cost of the one (1) Records Specialist II position will be divided equally among the Subscribing Agencies (which is currently six (6), in the amount of $19,283.17 per fiscal year (July 1st through June 30th) to provide coverage to each Subscribing Agency, Monday-Friday 1700-0800, Saturday, Sundays and Holidays 24 Hours.

WHEREAS, Sheriff is responsible for the subscribing agencies to submit required forms to the Department of Justice as it pertains to changes within the CLETS Terminal Activation Message Forwarding Agreements and mandated communications during hours of support Monday-Friday 1700-0800, Saturdays, Sundays, and Holidays 24 hours.

WHEREAS, Updated cost will be provided each year to the Subscribing Agencies prior to start of fiscal year (July 1st). Updated cost will consist of cost-of-living adjustments, step increases, compensation studies, benefits, etc.

IT IS MUTUALLY AGREED:

1. SHERIFF'S OBLIGATION

A. Funding one (1) Record Specialist II Costs shall be identified by the County and provided to the agencies prior to fiscal year for budget purposes and agreement renewal.

B. Responsible for Subscribing Agencies mandated CLETS Communications during the hours of Monday-Friday 1700-0800, Saturday, Sunday and Holidays 24/7.

C. Ensure CLETS mandated 24/7 coverage for Subscribing Agencies are met.

2. SUBSCRIBING AGENCY'S OBLIGATION

The Subscribing Agencies shall identify their Prime Mnemonic which will be used to forward Hit Confirmations to the Sheriff's Office.

The Subscribing Agencies shall acknowledge Hit confirmation requests, Notices of locate, NCIC messages and CLETS Emergency Administrative messages will be forwarded using the Time Activated Message Forwarding Request Form to the Sheriff's Office who will be responsible for managing this form and associated obligations.

3. COST PLAN

In consideration of the foregoing, each Subscribing Agency shall pay their fair share (cost to be divided among the Subscribing Agencies, which is currently six (6). In the event an agency decides not to participate and cancels their participation in the MOU, the cost will be divided equally among the remaining Subscribing Agencies to MCSO each fiscal year (July 1st through June 30th) to provide coverage Monday-Friday 1700-0800, Saturday, Sunday and Holidays 24 hours.

4. PAYMENT PROVISIONS

Costs associated with the services provided to the Subscribing Agencies under this agreement are billed at the beginning of each fiscal year (July 1st).

The payment shall be due ("Due Date") which is September 1st of each year.

5. SEVERABILITY

If any part, term or provision of this agreement shall be held void, illegal, unenforceable, or in conflict with any law of a Federal, State or Local Government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected thereby.

6. DOJ COMPLIANCE

All database inquiries resulting in a positive response, or a hit, must be confirmed with the agency that entered the record. Confirmations and records validations of entered records must be provided on a 24-hour basis. A substantive response to an urgent request must be sent within a 10-minute time frame; a substantive response to a routine request must be provided within one (1) hour.

Stolen Vehicle System/ Automated Boat System	Automated Firearms Systems	Missing/Unidentified Persons Systems	National Law Enforcement Telecommunications System
Wanted persons System	Automated property System	California Restraining order and Protective order System	National Crime Information Center

This Memorandum of Understanding shall become effective July 1, 2025 and shall remain in full force and effect for one (1) year and subsequently amended each fiscal year. This MOU may be terminated upon 30 days written notice, without cause, by either parties. Termination by one of the Subscribing Agencies does not terminate the MOU for the other parties.

COUNTY OF MONTEREY

_____ _____
Tina M. Nieto, Sheriff Date

Approved as to form:

By _____ _____
COUNTY COUNSEL Date

Approved as to fiscal provision:

By _____ _____
Auditor-Controller Date

CITY OF GONZALES, on behalf of its POLICE DEPARTMENT By: _____ Title:_____ Date:	CITY OF GREENFIELD, on behalf of its POLICE DEPARTMENT By: _____ Title: _____ Date:

CITY OF KING, on behalf of its POLICE DEPARTMENT By: _____ Title:_____ Date:	CITY OF MARINA, on behalf of its POLICE DEPARTMENT By: _____ Title: _____ Date:

CITY OF SAND, on behalf of its POLICE DEPARTMENT By: _____ Title:_____ Date:	CITY OF SOLEDAD, on behalf of its POLICE DEPARTMENT By: _____ Title: _____ Date:

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

Resolution No. _____

Adopt a Resolution to:

a. Authorize and direct the Auditor-Controller to amend the Sheriff's Office FY 2025-26 Adopted Budget (001-2300- SHE001-8229) by increasing appropriations and estimated revenues of $115,699 in the Sheriff's FY 2025-26 Adopted Budget (001-2300- SHE001-8229), financed by a Memorandum of Understanding (MOU) with six (6) Law enforcement Agencies for the funding of one (1) Records Specialist II position (4/5 vote required).

WHEREAS, the Sheriff's Office is requesting an increase in appropriations based on revenue to be received via a MOU with six (6) Law Enforcement Agencies for funding one (1) Records Specialist II position; and

NOW, THEREFORE, the Monterey County Board of Supervisors hereby resolved to approve the following:

a. Authorize and direct the Auditor-Controller to amend the Sheriff's Office FY 2025-26 Adopted Budget (001-2300- SHE001-8229) by increasing appropriations and estimated revenues of $115,699 in the Sheriff's FY 2025-26 Adopted Budget (001-2300- SHE001-8229), financed by a Memorandum of Understanding (MOU) with six (6) Law enforcement Agencies for the funding of one (1) Records Specialist II position (4/5 vote required).

PASSED AND ADOPTED upon motion of Supervisor _____, seconded by Supervisor

_____ and carried this _____ day of November 2025 by the following vote, to-wit:

AYES:
NOES:
ABSENT:

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

Dated:
File Number:

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

By: _____
, Deputy

Introduced: 10/17/2025

Current Status: General Government - Consent

Version: 1

Matter Type: General Agenda Item

a. Approve and authorize the County Administrative Officer or designee to execute Amendment No. 2 to Agreement A-17197 with Step Up on Second Street, Inc. to add $132,481 to provide rapid rehousing, transitional, and supportive services to assist with transitioning chronically homeless program participants participating in the former Homekey King City program into permanent supportive housing for a total contract amount of $1,849,663 with no change to the term of November 1, 2024, to June 30, 2027; and
b. Approve and authorize the County Administrative Officer or designee, to sign up to an additional three (3) future amendments to this agreement where amendments do not exceed 10% ($184,966) and do not significantly alter the scope of services as determined by the Director of the Homelessness Strategies and Initiatives Division and subject to approval by County Counsel.

RECOMMENDATION:

It is recommended that the Board of Supervisors:
a. Approve and authorize the County Administrative Officer or designee to execute Amendment No. 2 to Agreement A-17197 with Step Up on Second Street, Inc. to add $132,481 to provide rapid rehousing, transitional, and supportive services to assist with transitioning chronically homeless program participants participating in the former Homekey King City program into permanent supportive housing for a total contract amount of $1,849,663 with no change to the term of November 1, 2024, to June 30, 2027; and
b. Approve and authorize the County Administrative Officer or designee, to sign up to an additional three (3) future amendments to this agreement where amendments do not exceed 10% ($184,966) and do not significantly alter the scope of services as determined by the Director of the Homelessness Strategies and Initiatives Division and subject to approval by County Counsel.

SUMMARY/DISCUSSION:

This Amendment No. 2 to Agreement A-17197 with Step Up on Second Street, Inc. (“Step Up”) is to add $132,481 to provide additional rapid rehousing, transitional, and supportive services to assist with transitioning chronically homeless individuals currently sheltering at the Monarch Inn King City into Casa de Esperanza, a permanent supportive housing program, for a total contract amount of $1,849,663 with no change to the term of November 1, 2024, to June 30, 2027.
Step Up is a 501(c)(3) non-profit organization and full-service mental health agency that has been serving communities nationwide since 1994, offering both permanent and interim supportive housing services. Step Up is a recognized industry leader in delivering housing navigation and supportive housing services in Monterey County.

Since March 2023, Step Up has provided the individuals formerly residing in an encampment along the Salinas River near King City with transitional and supportive services that are also enrolled in a Permanent Supportive Housing (PSH) project, formerly known as Homekey King City, originally planned for development at the Days Inn motel located at 1130 Broadway Street. In the interim, participants were temporarily housed at the nearby Monarch Inn (60 Broadway Street, King City) while construction of the permanent site was underway.

However, development of the PSH site faced significant delays due to financial challenges with the original Homekey developer, Shangri-La Industries. In response, a coordinated effort among the County of Monterey, Step Up, the City of King, the California Department of Housing and Community Development (HCD), the Housing Authority of the County of Monterey (HACM), and the Central California Alliance for Health (CCAH) secured the project's preservation through various grant funding sources from the County, King City, HCD, CCAH, and the Coalition of Homeless Services Providers. As part of this collaborative solution, HACM was selected as the new developer of the PSH site.

In June 2025, HACM acquired the Days Inn property, and renovations are now underway to convert the motel into *Casa de Esperanza*-a 44-unit studio PSH project expected to be completed by February 2026. Until that time, the Monarch Inn King City continues to serve as an essential interim housing solution, ensuring uninterrupted shelter and supportive services.

This Amendment No. 2 with Step Up ensures continued delivery of critical housing supportive services until all program participants successfully transition to permanent housing at *Casa de Esperanza*.

OTHER AGENCY INVOLVEMENT:
The Office of the County Counsel-Risk Management, and the Office of the Auditor-Controller have approved the Amendment as to form, insurance, and indemnification.

FINANCING:
There will be no impact on the General Fund from approval of this action. If approved, this Amendment will be financed with the Department of Social Services' Homeless, Housing, Assistance, and Prevention grants rounds 3 and 4 (001-5010-8258-SOC004) in the amount of $132,481. Sufficient appropriations and estimated revenues for SOC004 are included in the Department of Social Services Fiscal Year Adopted Budget 2025-2026.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
This initiative supports the County of Monterey's 2025-2026 Strategic Goals and Key Objectives through the sustainability of interim sheltering and services programs for the purpose of transitioning eligible residents into permanent supportive housing.

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

X Well-Being and Quality of Life
X Sustainable Infrastructure for Present and Future
__ Safe Resilient Communities
__ Diverse and Thriving Economy

Prepared by: Dania Valdez, Management Analyst I, CAO-HSI Division, ext 3049
Reviewed by: Roxanne Wilson, CAO-HSI Division, ext 5445
Approved by: Deborah Paolinelli, Assistant County Administrative Officer, ext 5309

Attachments:
Amendment No. 2
Amendment No. 1
Original Agreement

Proposed Amendment No. 2 is on file with Clerk of the Board as an attachment to this Board Report.

Introduced: 10/17/2025 **Current Status:** Agenda Ready

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

a. Approve and authorize the County Administrative Officer or designee to execute Amendment No. 2 to Agreement A-17197 with Step Up on Second Street, Inc. to add $132,481 to provide rapid rehousing, transitional, and supportive services to assist with transitioning chronically homeless program participants participating in the former Homekey King City program into permanent supportive housing for a total contract amount of $1,849,663, with no change to the term of November 1, 2024, to June 30, 2027; and
b. Approve and authorize the County Administrative Officer or designee, to sign up to an additional three (3) future amendments to this agreement where amendments do not exceed 10% ($184,966) and do not significantly alter the scope of services as determined by the Director of the Homelessness Strategies and Initiatives Division and subject to approval by County Counsel.

RECOMMENDATION:

It is recommended that the Board of Supervisors:
a. Approve and authorize the County Administrative Officer or designee to execute Amendment No. 2 to Agreement A-17197 with Step Up on Second Street, Inc. to add $132,481 to provide rapid rehousing, transitional, and supportive services to assist with transitioning chronically homeless program participants participating in the former Homekey King City program into permanent supportive housing for a total contract amount of $1,849,663, with no change to the term of November 1, 2024, to June 30, 2027; and
b. Approve and authorize the County Administrative Officer or designee, to sign up to an additional three (3) future amendments to this agreement where amendments do not exceed 10% ($184,966) and do not significantly alter the scope of services as determined by the Director of the Homelessness Strategies and Initiatives Division and subject to approval by County Counsel.

SUMMARY/DISCUSSION:

This Amendment No. 2 to Agreement A-17197 with Step Up on Second Street, Inc. (“Step Up”) is to add $132,481 to provide additional rapid rehousing, transitional, and supportive services to assist with transitioning chronically homeless individuals currently sheltering at the Monarch Inn King City into Casa de Esperanza, a permanent supportive housing program, for a total contract amount of $1,849,663 with no change to the term of November 1, 2024, to June 30, 2027.
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However, development of the PSH site faced significant delays due to financial challenges with the original Homekey developer, Shangri-La Industries. In response, a coordinated effort among the County of Monterey, Step Up, the City of King, the California Department of Housing and Community Development (HCD), the Housing Authority of the County of Monterey (HACM), and the Central California Alliance for Health (CCAH) secured the project's preservation through various grant funding sources from the County, King City, HCD, CCAH, and the Coalition of Homeless Services Providers. As part of this collaborative solution, HACM was selected as the new developer of the PSH site.

In June 2025, HACM acquired the Days Inn property, and renovations are now underway to convert the motel into *Casa de Esperanza*-a 44-unit studio PSH project expected to be completed by February 2026. Until that time, the Monarch Inn King City continues to serve as an essential interim housing solution, ensuring uninterrupted shelter and supportive services.

This Amendment No. 2 with Step Up ensures continued delivery of critical housing supportive services until all program participants successfully transition to permanent housing at *Casa de Esperanza*.

OTHER AGENCY INVOLVEMENT:
The Office of the County Counsel-Risk Management, and the Office of the Auditor-Controller have approved the Amendment as to form, insurance, and indemnification.

FINANCING:
There will be no impact on the General Fund from approval of this action. If approved, this Amendment will be financed with the Department of Social Services' Homeless, Housing, Assistance, and Prevention grants rounds 3 and 4 (001-5010-8258-SOC004) in the amount of $132,481. Sufficient appropriations and estimated revenues for SOC004 are included in the Department of Social Services Fiscal Year Adopted Budget 2025-2026.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
This initiative supports the County of Monterey's 2025-2026 Strategic Goals and Key Objectives through the sustainability of interim sheltering and services programs for the purpose of transitioning eligible residents into permanent supportive housing.

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

X Well-Being and Quality of Life
X Sustainable Infrastructure for Present and Future
__ Safe Resilient Communities
__ Diverse and Thriving Economy

Prepared by: Dania Valdez, Management Analyst I, CAO-HSI Division, ext 3049
Reviewed by: Roxanne Wilson, CAO-HSI Division, ext 5445
Approved by: Deborah Paolinelli, Assistant County Administrative Officer, ext 5309

Attachments:
Amendment No. 2
Amendment No. 1
Original Agreement

Proposed Amendment No. 2 is on file with Clerk of the Board as an attachment to this Board Report.

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AMENDMENT #2 TO AGREEMENT A-17197
BY AND BETWEEN
COUNTY OF MONTEREY & STEP UP ON SECOND STREET, INC.

THIS AMENDMENT #2 is made and entered into by and between the County of Monterey, a political subdivision of the State of California, (hereinafter "COUNTY"), and Step Up on Second Street, Inc. (hereinafter "CONTRACTOR").

WHEREAS, COUNTY and CONTRACTOR entered into an AGREEMENT for the provision of temporary shelter and supportive services to the unsheltered encampment occupants of the Soledad Salinas River for the period of November 1, 2024, to June 30, 2027, for a contract total of $1,701,964.00; and

WHEREAS, the parties amended the AGREEMENT via AMENDMENT #1 to add Housing First, Coordinated Entry and Homeless Management Information Systems Provision Exhibits and to add $15,218.00 for budget allocation adjustments due to an increased need for interim sheltering services to address encampment concerns for the unsheltered encampment occupants currently living in the Salinas River Soledad encampment with no change to the contract term for a revised contract total of $1,717,182.00; and

WHEREAS, the parties wish to amend the AGREEMENT via AMENDMENT #2 **to add $132,481 to provide rapid rehousing and supportive services to the program participants sheltering at the Monarch Inn in King City** for **new contract total of $1,849,663** with no change to the contract term.

NOW THEREFORE, the COUNTY and CONTRACTOR agree to amend the AGREEMENT in the following manner:

This Agreement is hereby amended on the terms and conditions set forth in the Original Agreement and Amendment #2 incorporated herein by this reference, except as specifically set forth below.

1. **SECTION 1.0, "GENERAL DESCRIPTION" is amended to read as follows:**
   The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A-1 and Exhibit A-2** in conformity with the terms of this Agreement. The goods and/or services to be provided are generally described as follows: Provide program participants sheltering at the Motel 6 Soledad, the Soledad Interim Housing Site and at the Monarch Inn King City with access to housing navigation, rapid rehousing, case management, supportive services, and linkage of care until all program participants have transitioned to other housing by June 30, 2027.

2. **SECTION 2.0, "PAYMENT BY COUNTY", is amended to read as follows:**
   County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A-1** and **Exhibit A-2**, 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 **$1,849,663**."

3. **SECTION 4.0, "SCOPE OF SERVICES AND ADDITIONAL PROVISIONS", is amended to read as follows:** See Page **11(a)-2** for list of Exhibits.

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4. **Page 11(a)-2** replaces Page 11(a)-1 and reflects the **added Exhibits A-2, C-2, D-2, E-2,** and **I-2.**

5. **Exhibit A-2 is added** to reflect **additional scope of services and payment provisions** for the Monarch Inn King City Program, and references the **added Exhibits C-2, D-2, E-2** and **I-2,** and the **addition of $132,481** for a new contract total of **$1,849,663.**

6. **Exhibit C-2 is added** to the Agreement reflecting the Monarch Inn Program Budget and the **addition of $132,481** for a new contract total of **$1,849,663.**

7. **Exhibit D-2 is added** to the Agreement to reflect the Monarch Inn Program's additional provisions and references the **added Exhibits A-2** and **E-2.**

8. **Exhibits E-2** and **I-2 are added** to reflect the Monarch Inn Program monthly invoice and quarterly report templates for the **addition of $132,481** for a new contract total of **$1,849,663.**

9. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT #2 and shall continue in full force and effect as set forth in the AGREEMENT.

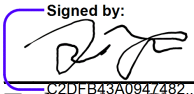
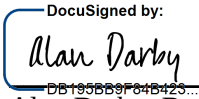
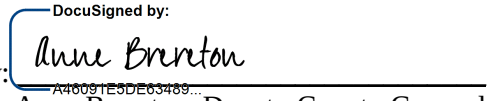
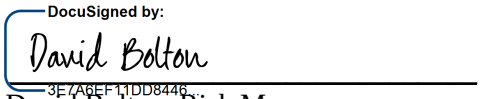
10. A copy of this AMENDMENT #2 shall be attached to the original AGREEMENT and AMENDMENT #1, dated November 1, 2024, and May 13, 2025, respectively.

11. A copy of this Amendment #2 shall be attached to the Original Agreement.

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IN WITNESS WHEREOF, the parties have executed this AMENDMENT #2 on the day and year written below.

COUNTY ADMINISTRATIVE OFFICE (CAO) **Sonia M. De La Rosa, CAO** By: _____ Deborah Paolinelli, Assistant CAO Date: _____	**STEP UP ON SECOND STREET, INC.** By: Signed by: C2DFB43A0947482...  Tod Lipka, Chief Executive Officer Date: 10/16/2025 | 2:28 PM PDT
CONTRACTS/PURCHASING (C/P): By: _____ Debra R. Wilson, C/P Officer Date: _____	By: DocuSigned by: Alan Darby DB195BB9F84B423...  Alan Darby, Board Treasurer and Officer Date: 10/16/2025 | 3:19 PM PDT
APPROVED AS TO FORM: Office of the County Counsel-Risk Management, Susan K. Blitch, County Counsel By: DocuSigned by: Anne Brereton A46091E5DE63489...  Anne Brereton, Deputy County Counsel Date: 10/16/2025 | 3:50 PM PDT	
APPROVED AS TO RISK MANAGEMENT: Office of the County Counsel-Risk Management, Susan K. Blitch, County Counsel By: DocuSigned by: David Bolton 3E7A6EF11DD8446...  David Bolton, Risk Manager Date: 10/16/2025 | 3:52 PM PDT	
APPROVED AS TO FISCAL PROVISIONS: Rupa Shah, Auditor-Controller By: DocuSigned by: Patricia Ruiz E79EF64E57454F6...  Date: 10/17/2025 | 9:11 AM PDT	

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LIST OF EXHIBITS

STEP UP ON SECOND STREET, INC.

Exhibit A-1	Soledad ERF Program Scope of Services/Payment Provisions
Exhibit A-2	Monarch Inn Program Scope of Services/Payment Provisions
Exhibit B	Soledad Encampment Site Map
Exhibit C-1	Soledad ERF Program Budget
Exhibit C-2	Monarch Inn HHAP Program Budget
Exhibit D-1	Soledad ERF Program Additional Provisions
Exhibit D-2	Monarch Inn Program Additional Provisions
Exhibit E-1	Soledad ERF Program Invoice Template
Exhibit E-2	Monarch Inn Program Invoice Template
Exhibit F	Participant Animal Guidelines
Exhibit G	HIPAA Certification
Exhibit H	Operational Emergency Shelter Standards
Exhibit I-1	Soledad ERF Program Quarterly Reporting Template
Exhibit I-2	Monarch Inn Program Quarterly Reporting Template
Exhibit J	Housing First Provisions
Exhibit K	Coordinated Entry Provisions
Exhibit L	Homeless Management Information System Provisions

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STEP UP ON SECOND STREET, INC. ("CONTRACTOR")
KING CITY MONARCH INN PROGRAM

A. **FUNDING AMOUNT:**

$107,480.38	HHAP Round 4
$ 25,000.50	HHAP Round 3
$132,480.88	**TOTAL FUNDING**

B. **PROJECT TERM:** November 1, 2025, to June 30, 2026

C. **CONTACT INFORMATION:**

COUNTY Contract Manager:
County of Monterey Administrative Office
Dania Valdez, Management Analyst I
168 W. Alisal St, 3rd Floor Salinas, CA 93901
Phone: (831) 796-3049
valdezd2@countyofmonterey.gov

CITY Partner Information:
City of King (City)
Steven Adams, City Manager
212 South Vanderhurst Avenue
King City, CA 93930
831-386-5917
sadams@kingcity.com

CONTRACTOR Information:
Step Up on Second Street, Inc.
Tod Lipka, CEO
1328 Second St. Santa Monica, CA 90401-1122
Phone: (310) 394-6889 ext.1626
TLipka@stepup.org

Location of Housing Sites and Services:
Monarch Inn – Interim Housing Site
633 Broadway Street, King City, CA 93930

Casa de Esperanza – Permanent Supportive Housing Site
1130 Broadway Street, King City, CA 93930

D. **SUBAWARD INFORMATION:**
CONTRACTOR UEI Number: JA9DL54US3E3
SUBAWARD: HCD Homeless, Housing, Assistance and Prevention Program (HHAP) Date County Awarded Funding: August 13, 2021 (HHAP-3) and July 1, 2023 (HHAP-4)
CFDA Passthrough Information and Dollar Amount: N/A
Federal Award Identification Number (FAIN): N/A
Federal Award Description: N/A
Research and Development: No
Maximum Allowable Indirect Cost Rate: 10%

E. **BACKGROUND**

Step Up on Second Street, Inc. ("CONTRACTOR") is a 501(c)(3) non-profit organization and full-service mental health agency that has been serving communities nationwide since 1994, offering both permanent and interim supportive housing services. CONTRACTOR is a recognized industry leader in delivering housing navigation and supportive housing services in Monterey County.

Since March 1, 2023, the CONTRACTOR has been providing the former Homekey King City program participants with access to wraparound services designed to house, support, and stabilize chronically homeless individuals into permanent supportive housing (PSH). These participants have been temporarily sheltering at the Monarch Inn in King City, in connection with *Casa de Esperanza,* a 45-unit studio PSH project currently under development by the Housing Authority of the County of Monterey. *Casa de Esperanza*, is now anticipated to become available in Spring 2026 due to construction delays.

This scope of work outlines the CONTRACTOR's provision of rapid rehousing and comprehensive transitional and supportive services to ensure that all program participants currently sheltering at the Monarch Inn are successfully transitioned into permanent housing while awaiting the completion of *Casa de Esperanza*.

F. **DESCRIPTION OF SERVICES**

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

F.1 CONTRACTOR shall provide supportive services for, and monitoring of, clients/tenants associated with the former Days Inn motel conversion located in the City of King ("King City").

F.2 **CONTRACTOR shall provide temporary interim housing services at the Monarch Inn for clients associated with the King City former Homekey project. Services provided at the interim housing site includes but not limited to: interim housing, housing navigation, rapid rehousing, and case management.**

F.3 CONTRACTOR shall provide low-barrier access to "screen in" referred individuals. Referrals are provided through the local CoC's Coordinated Entry System, defined in **EXHBIT K, County Adopted Coordinated Entry Provisions.**

F.4 CONTRACTOR shall provide comprehensive supportive services utilizing a Housing First, trauma informed, harm reduction approach as defined in **EXHIBIT J, County Adopted Housing First Provision**s, to the King City housing program participants living at Monarch Inn until all program participants have transitioned to other types of housing and/or permanent housing, no later than June 30, 2026.

F.5 CONTRACTOR shall comply with data collection required by the HHAP grant funding and as defined in **EXHIBIT L, County Adopted Homeless Management Information System ("HMIS") provisions.**

F.5.a. CONTRACTOR will coordinate with the COUNTY and the Coalition of Homeless Services Providers for systems support to setup the HMIS projects for Monarch Inn program participants for interim sheltering and rapid rehousing programs located in King City.

F.6 CONTRACTOR will provide program participants with access to the following services: case management, rapid re-housing and housing navigation, assistance

obtaining public benefits and securing documentation, education and employment services, housing retention skills, legal assistance, family connection services, life skills activities, rehabilitations, emotional skills building.

F.7 CONTRACTOR shall ensure that services are provided within Evidence-Based Best Practices and in compliance with the core components of Housing First, as described in Welfare and Institutions Code Section 8255, subdivision (b) and defined in **EXHIBIT J**, **County Adopted Housing First Provisions** and in Section 2.02 of **EXHIBIT D-2, Monarch Inn Program Additional Provisions**. Individuals and families assisted with HCD grant funds must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, housing, or other services for which these funds are used.

F.8 CONTRACTOR shall assist all program participants in developing a person-centered Individual Service Plan (ISP) or similar detailed individualized plan of the supports, activities, and resources required to achieve personal goals and that outlines the decisions made during a person-centered process of planning and information gathering.

F.9 CONTRACTOR shall match the level of services to the identified needs of individual program participants to both mitigate harm and support each participant's success toward reaching their individualized goals.

F.10 CONTRACTOR shall ensure case managers provide the stability of the daily on-site participant support and linkages with local homeless service providers, Behavioral Health, and Social Services, and will offer appropriate and facilitate participant referrals to off-site services, such as health care.

F.11 CONTRACTOR shall assist all program participants with transportation to access off-site services and activities related to their housing goals.

G. **SERVICE GOALS AND OUTCOMES**

CONTRACTOR shall seek to achieve the following service goals and outcomes during this contract term:

G.1 Manage the Monarch Inn interim sheltering program in coordination with the City of King property management services and provide permanent supportive housing services for the future tenants of Casa de Esperanza or other available permanent housing options.

G.2 Utilize the local HMIS to track Homeless Housing, Assistance and Prevention ("HHAP") funded projects, services, and clients served. CONTRACTOR will ensure that HMIS data are collected in accordance with applicable laws and in such a way as to identify individual projects, services, and clients that are supported by HHAP funding (e.g., by creating appropriate HHAP-specific funding sources and project codes in HMIS), see **Exhibit L, HMIS provisions**. CONTRACTOR shall coordinate with the COUNTY and the Coalition of Homeless Services Providers for any HMIS systems support.

G.3 Utilize internal/external data management systems to track individual case notes, living plans, and goals met.

G.4 Increased Skills and/or Income: program participants will gain job-related skills, participate in job-related training and/or education, gain stipend part-time or full-time supported. Eighty (80%) percent of participants will obtain and maintain basic benefits and all clients will increase their ability to live independently based on individualized key factors (such as, job skills, employment, independent living, hygiene, grocery, health).

G.5 Greater Self- Determination: program participants will gain daily living skills and ability to plan and advocate for themselves to maximize independence and self-sufficiency (see examples in cell comments to the right). Tenants will experience a documentable 25%

reduction in the level of support needed by service team within one year.

G.6 Harm reduction: CONTRATOR will introduce, promote, and document harm reduction practices with program participants. Program participants shall gain skills to reduce the harms associated with certain behaviors.

H. **CONTRACTOR RESPONSIBILITIES**

H.1 CONTRACTOR agrees to cooperate fully with the COUNTY in all matters related to data collection, management, and oversight to ensure compliance with the California Department of Housing and Community Development ("HCD") requirements and in accordance with **EXHIBIT D-2**, **Monarch Inn Program Additional Provisions**.

H.2 CONTRACTOR shall inform the COUNTY immediately of failure to perform any component of this executed agreement**.**

H.3 CONTRACTOR shall submit monthly written reporting as required and defined in Section J, and monthly invoices defined in **Section I of EXHIBIT D-2**.

H.4 CONTRACTOR shall provide informal monthly updates to the COUNTY capacity counts for the Interim Housing Site and general feedback to maintain strong communication regarding operations and services.

H.5 CONTRACTOR shall participate in annual monitoring activities conducted by COUNTY, which may include HCD program representatives.

H.5.a. Monitoring may be conducted as a site-visit or desk review. Monitoring activities will evaluate fiscal integrity, customer service, program management, and data collection & reporting procedures. In accordance with this contract's signed **Health Insurance Portability & Accountability Act ("HIPAA") agreement** (**EXHIBIT G**), CONTRACTOR shall make client files available to authorized County and HCD program representatives as sample data to verify agency compliance with contract requirements and reported outcome data as necessary.

H.5.b. This provision also includes allowing visits related to the project and film, tape, photograph, interview, and otherwise documentation of operations during normal business hours and with reasonable advance notice. Any outside visitors shall adhere to best practices that respect the privacy of program participants.

H.6 CONTRACTOR shall incorporate California Advancing and Innovating Medi-Cal ("CalAIM") Enhanced Care Management and Community Supports into their services plan for the program.

H.7 CONTRACTOR shall ensure compliance with AB977 regarding any HHAP required data collection in the Homeless Management Information System ("HMIS") as defined in **EXHIBIT L**, **County Adopted HMIS Provisions** and below as follows:

H.7.a. CONTRACTOR may seek assistance for setup of HHAP funded HMIS projects with the COUNTY and for systems support provided by the Coalition of Homeless Services Providers.

H.7.b. CONTRACTOR acknowledges that the COUNTY reserves the right to terminate this agreement if data is not collected in accordance with CA506 data standards.

H.8 CONTRACTOR shall ensure services are Americans with Disabilities Act (ADA) compliant.

H.9 CONTRACTOR and its subcontractors, hereby certify under penalty of perjury under the laws of the State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 Cal. GOV Code § 8350.

H.10 CONTRACTOR shall notify the COUNTY immediately of any incidents that must be reported and/or that may require a response to the public or elected officials.

H.11 CONTRACTOR shall immediately notify COUNTY of any significant issues with program participants; time is of the essence. Significant issues include but are not limited to disciplinary or safety issues that impact program participants' stay in any of the Interim Housing sites.

H.12 CONTRACTROR shall immediately notify the COUNTY of any changes to managerial or supervisory staffing and/or contact information.

H.13 All activities regarding CONTRACTOR budget, timeline, scope of work and payment provisions/invoicing must be authorized and approved by COUNTY.

H.14 CONTRACTOR shall recruit and train staff members responsible for program management, and onsite-peer support.

H.15 CONTRACTOR shall ensure that all services and program documents are provided in the Spanish language at minimum and when other languages are needed utilize any resources necessary to accommodate.

H.16 CONTRACTOR shall comply with HUD requirements if HUD vouchers are applied to the project.

H.17 CONTRACTOR shall provide incontinence and feminine hygiene products, including, but not limited to, sanitary napkins, tampons, and panty liners, to program participants as needed, free of charge. Obligation to satisfy this requirement is subject to the availability of funds, however, CONTRACTOR shall make attempts to coordinate or request donations when funds are not available and collect data on the cost, demand, and utilization to help inform future resources to support this service.

H.18 CONTRACTOR shall ensure the program is accessible and welcoming to each of the following clients: residents with mental illness and/or disabilities, LGBTQ+, Minors, and survivors of domestic violence and human trafficking.

I. REPORTING INSTRUCTIONS AND SUBMISSION

I.1 CONTRACTOR shall attend at least one (1) status meeting with COUNTY per month to ensure regular communication regarding services and operations. If CONTRACTOR is unable to attend a regularly scheduled meeting, CONTRACTOR shall provide notification and status report via email to the COUNTY Contract Manager and COUNTY Partner listed in Section C.

I.2 CONTRACTOR shall submit monthly invoices submitted on the 10th of the month following the month services are provided as defined in Section N.

I.3 CONTRACTOR shall provide COUNTY with quarterly written reports addressing performance of activities outlined in Section F: Description of Services and quarterly expenditures per eligible use categories detailed in the **Monarch Inn Program** budget (**EXHIBIT C-2)**.

I.3.a. CONTRACTOR shall submit upon request by COUNTY signed original quarterly reports upon request by COUNTY via email to the County Contract Manager and CC: to COUNTY Partner listed in Section C, using the **Monarch Inn Program reporting template** (**EXHIBIT I-2).**

I.4 CONTRATOR shall submit Quarterly expenditure and activity reports by the following deadlines:

Due Date	Reporting Period Beginning date	Reporting Period End Date

January 15, 2026	October 1, 2025	September 30, 2025
April 15, 2026	January 1, 2026	March 31, 2026
July 15, 2026	April 1, 2026	June 30, 2026

I.5 CONTRACTOR shall provide upon request, information and documentation on service delivery models developed with grant funds to designated staff from the COUNTY. This includes any necessary materials to study the program or replicate it for implementation across the State of California.

I.6 CONTRACTOR shall maintain adequate records to support the reported statistics regarding beneficiary characteristics and services provided under the HHAP funding.

I.6.a. Records demonstrating that funded activities meet the objectives of the HHAP program.

I.6.b. Records are required to determine the eligibility of activities per eligible use.

I.7 CONTRACTOR shall participate in **annual contract monitoring** conducted by the COUNTY to review fiscal integrity, customer service, business management, and service delivery and may include an on-site visit. Completion of this measure shall be documented through the issuance of a contract monitoring report to be provided by the **County Contract Manager** listed in Section C.

J. **FINANCIAL OVERSIGHT AND ACCOUNTING**

J.1 CONTRACTOR shall ensure all program operations and objectives advance HHAP's objective and fall within the following Eligible Use categories:

Eligible Use Category	**Eligible Activities Applied to the Eligible Population**
Rapid Rehousing	Rental subsidies, landlord incentives, such as security deposits, holding fees, funding for needed repairs, and recruitment and relationship management costs. Move-in expenses. Services for people in rapid rehousing programs, so long as the services are trauma-informed and practice harm reduction, to include intensive case management services, assertive community treatment services, critical time intervention services, other tenancy support services, evidence-based employment services, coordinating mental health, substance use, and primary care treatment, or other evidence-based supportive services to increase housing retention.
Operating Subsidies Interim Housing	Subsidies that support ongoing operation and availability of existing interim housing (both congregate and non-congregate).

J.1.a. CONTRACTOR shall submit invoices utilizing the template approved by

COUNTY described in **Section I of EXHIBIT D-2**.

J.2 CONTRACTOR shall collaborate with COUNTY to prepare and submit budget modifications as needed, subject to approval by COUNTY and the State of California Department of Housing and Community Development.

J.3 CONTRACTOR acknowledges that this Agreement is valid and enforceable only if sufficient HHAP funds are made available to COUNTY for the administration of the services under this Agreement.

J.4 In the event HHAP funding is terminated, reduced, or the CONTRACTOR breaches any of the duties under this Agreement, CONTRACTOR agrees to cooperate with COUNTY to return any unused funds within thirty (30) days of written notice from the COUNTY.

K. **PAYMENT PROVISIONS**

K.1 COUNTY shall pay CONTRACTOR according to the terms set forth in **EXHIBIT D-2, Section I**, **PAYMENT BY COUNTY**.

K.2 The total maximum amount payable to CONTRACTOR for the period November 1, 2025, through June 30, 2026, shall not exceed **one hundred thirty-two thousand four hundred eighty dollars and eighty-eight cents ($132,480.88)** as set forth in **EXHIBIT C-2**, **Monarch Inn Program Budget.**

L. **INVOICING INSTRUCTIONS & SUBMISSION**

L.1 CONTRACTOR shall submit original signed monthly invoices with supportive documentation to the COUNTY Contract Manager listed in Section C setting forth the amount to be paid by the 10th day of the month following the month in which services are performed. Invoices may be submitted more frequently as necessary or as agreed upon.

L.2 The invoice shall be submitted based on funding amounts detailed in **EXHIBIT C-2, Monarch Inn Program Budget** and set forth in **EXHIBIT E-2, Monarch Inn Program Invoice Template**.

L.3 The final invoice for close out is due no later than the 10th of July 2026.

L.4 **All funds must be expended by CONTRACTOR by June 30, 2026.**

(End of Exhibit A-2)

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MONARCH INN PROGRAM BUDGET

Exhibit C-2

November 1, 2025 to June 30, 2026

Agency Name: STEP UP ON SECOND STREET, INC.

Expense Categories	HHAP-3 OPSB $25,000.50	HHAP-4 RRHO $107,480.38	Total Budget $132,480.88
Personnel	$ 23,690.50	$ -	$ 23,690.50
Benefits	$ 1,310.00	$ 5,323.00	$ 6,633.00
Rapid Rehousing/Client Services		$ 85,113.38	$ 85,113.38
Program Costs		$ 5,000.00	$ 5,000.00
Indirect (Max 10%)		$ 12,044.00	$ 12,044.00
Program Total	**$ 25,000.50**	**$ 107,480.38**	**$ 132,480.88**

Budget Narrative	Line Item narrative
Personnel	Salaries for staff assigned to the King City Homekey project including .2 FTE Case Manager.
Benefits	Staff benefits inlcudes FICA, SUI, Workers' Compensation, Medical Insurance, Retirement, and Disability at 28% of staff salaries.
Rapid Rehousing	Direct financial assistance to support rapid rehousing placements of program participants including but not limited to rental asistance, security deposits, landlord mitigations, utility assistance, moving costs and household necessities.
Program Costs	Office supplies and equipment to maintain the program services.
Indirect (Max 10%)	Calculated according to the current negotiated rate agreement of 10% maximum for indirect costs including accounting, human resources and upper management.

Funding Source(s): HHAP3 & HHAP4 PROGRAMS

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MONTEREY COUNTY
HOMELESSNESS STRATEGY AND INITIATIVES DIVISION
OF THE COUNTY ADMINISTRATIVE OFFICE

ADDITIONAL PROVISIONS

I. PAYMENT BY COUNTY:

1.01 Monthly claims/invoices by CONTRACTOR: Not later than the tenth (10^{th}) day of each month, CONTRACTOR shall submit to COUNTY a signed invoice setting forth the amount claimed. All invoices (monthly and final) shall be submitted in the form set forth in **Exhibit E-2, Monarch Inn Program Invoice Template.**

1.02 Final Invoice; forfeiture for late invoice: CONTRACTOR's final month and end of fiscal year invoice is due, and must be received by COUNTY, no later than close of business on **July 10^{th}. If the Final Invoice is not received by COUNTY by close of business on July 10^{th}. CONTRACTOR understands and agrees that the reimbursement of CONTRACTOR's final expenses represented by that invoice may be forfeited, and COUNTY shall have no legal obligation regarding it, nor shall COUNTY be required to make any payment towards that untimely/late invoiced claim.**

1.03 Allowable Costs: Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement, as set forth in **Exhibit A-2, Section F.** Only the costs and eligible uses listed in **Exhibit A-2, Section J and Exhibit C-2** as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.

1.04 Cost Control: CONTRACTOR shall not exceed by more than ten (10) percent any contract expense line-item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this contract. Therefore, an increase in one-line item will require corresponding decreases in other line items.

1.05 Payment in Full:
(a) If COUNTY certifies and pays the amount requested by CONTRACTOR, such payment shall be deemed payment in full for the month in question and may not thereafter be reviewed or modified, except to permit COUNTY's recovery of overpayments.

(b) If COUNTY certifies and pays a lesser amount than the amount requested, COUNTY shall, immediately upon certification of the lesser amount, notify CONTRACTOR in writing of such certification. If CONTRACTOR does not protest the lesser amount by delivering to COUNTY a written notice of protest within twenty (20) days after CONTRACTOR's receipt of the certification, then payment of the lesser amount shall be

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deemed payment in full for the month in question and may not thereafter be questioned by CONTRACTOR.

1.06 Disputed payment amount: If COUNTY pays a lesser amount than the amount requested, and if CONTRACTOR submits a written notice of protest to COUNTY within twenty (20) days after CONTRACTOR's receipt of the certification, then the parties shall promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such dispute until the parties have met and attempted to resolve the dispute in person.

II. PERFORMANCE STANDARDS & COMPLIANCE

2.01 Outcome objectives and performance standards: CONTRACTOR shall for the entire term of this Agreement provide the service outcomes set forth in **Exhibit A-2.** CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit A-2**, unless prevented from doing so by circumstances beyond CONTRACTOR's control, including but not limited to, natural disasters, fire, theft, and shortages of necessary supplies or materials due to labor disputes.

2.02 Housing First Standards. CONTRACTOR shall ensure services provided for the Monarch Inn Interim Sheltering Sites follow the core components of Housing First as defined in the State Welfare and Institutions Code Section 8255(b)," and shall include all of the following:

1. Tenant screening and selection practices that promote accepting applicants regardless of their sobriety or use of substances, completion of treatment, or participation in services.
2. Applicants are not rejected on the basis of poor credit or financial history, poor or lack of rental history, criminal convictions unrelated to tenancy, or behaviors that indicate a lack of "housing readiness."
3. Acceptance of referrals directly from shelters, street outreach, drop-in centers, and other parts of crisis response systems frequented by vulnerable people experiencing homelessness.
4. Supportive services that emphasize engagement and problem solving over therapeutic goals and service plans that are highly tenant-driven without predetermined goals.
5. Participation in services or program compliance is not a condition of permanent housing tenancy.
6. Tenants have a lease and all the rights and responsibilities of tenancy, as outlined in California's Civil, Health and Safety, and Government codes.
7. The use of alcohol or drugs in and of itself, without other lease violations, is not a reason for eviction.
8. In communities with coordinated assessment and entry systems, incentives for funding promote tenant selection plans for supportive housing that prioritize eligible tenants based on criteria other than "first-come-first serve," including, but not limited to, the duration or chronicity of homelessness, vulnerability to early mortality, or high utilization of crisis services. Prioritization may include triage tools, developed through local data, to identify high-cost, high-

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need homeless residents.

9. Case managers and service coordinators who are trained in and actively employ evidence-based practices for client engagement, including, but not limited to, motivational interviewing and client-centered counseling.
10. Services are informed by a harm-reduction philosophy that recognizes drug and alcohol use and addiction as a part of tenants' lives, where tenants are engaged in nonjudgmental communication regarding drug and alcohol use, and where tenants are offered education regarding how to avoid risky behaviors and engage in safer practices, as well as connected to evidence-based treatment if the tenant so chooses.
11. The project and specific apartment may include special physical features that accommodate disabilities, reduce harm, and promote health and community and independence among tenants.

2.03 County monitoring of services: COUNTY shall monitor services provided under this Agreement in order to evaluate the effectiveness and quality of services provided.

2.04 Notice of defective performance: COUNTY shall notify CONTRACTOR in writing within thirty (30) days after discovering any defects in CONTRACTOR's performance. CONTRACTOR shall promptly take action to correct the problem and to prevent its recurrence. Such corrective action shall be completed, and a written report made to the COUNTY concerning such action not later than thirty (30) days after the date of the COUNTY's written notice to CONTRACTOR.

2.05 Termination for cause: Notwithstanding Section 7.02 of the Agreement, if the corrective actions required above are not completed and the report to the COUNTY not made within thirty (30) days, the COUNTY may terminate this Agreement by giving five (5) days' written notice to CONTRACTOR.

2.06 Training for Staff: CONTRACTOR shall insure that sufficient training is provided to its volunteer and paid staff to enable them to perform effectively on the project, and to increase their existing level of skills. Additionally, CONTRACTOR shall ensure that all staff completes Division 21 Civil Rights training.

2.07 Bi-lingual Services: CONTRACTOR shall ensure that qualified staff is available to accommodate non-English speaking, and limited English proficient, individuals.

2.08 Assurance of drug free-workplace: CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, Government Code sections 8350 et seq., by doing the following:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is

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prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition;

- Establishing a drug-free awareness program to inform employees about all of the following:
  1) the dangers of drug abuse in the workplace;
  2) the organization's policy of maintaining a drug-free workplace;
  3) any available drug counseling, rehabilitation, and employee assistance programs;
  4) the penalties that may be imposed upon employees for drug abuse violations;
  5) requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

III. CONFIDENTIALITY

CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions (W & I) Code Sec. 10850, 45 CFR Sec. 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order requiring disclosure. Confidential information gained by CONTRACTOR from access to any such records, and from contact with its clients and complainants, shall be used by CONTRACTOR only in connection with its conduct of the program under this Agreement. The COUNTY, through the Director of Homelessness Strategy and Initiatives of the County Administrative Office (CAO-HSI), and his/her representatives, shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of the COUNTY shall remain confidential and may be disclosed only as permitted by law.

IV. NON-DISCRIMINATION

CONTRACTOR certifies that to the best of its ability and knowledge it will comply with the nondiscrimination program requirements set forth in this Section.

4.01 Discrimination Defined: The term "discrimination" as used in this contract, is the same term that is used in Monterey County Code, Chapter 2.80 "Procedures for Investigation and Resolution of Discrimination Complaints"; it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or other discriminatory practice by any Monterey County official, employee or agent, due to an individual's race, color, ethnic group, national origin, ancestry, religious creed, sex, sexual orientation, age, veteran's status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

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4.02 Application of Monterey COUNTY Code Chapter 2.80: The provisions of Monterey COUNTY Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. Complaints of discrimination made by CONTRACTOR against the COUNTY, or by recipients of services against CONTRACTOR, may be pursued using the procedures established by Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for the prompt and fair resolution of discrimination complaints made against CONTRACTOR by its own employees and agents, and shall provide a copy of such procedures to COUNTY on demand by COUNTY.

4.03 Compliance with laws: During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal, state and local laws and regulations which prohibit discrimination, including but not limited to the following:

- **California Fair Employment and Housing Act**, California Government Code Sec. 12900 et seq., see especially Section 12940 (c), (h), (1), (i), and (j); and the administrative regulations issued thereunder, 2 Calif. Code of Regulations Secs. 7285.0 et seq. (Division 4 - Fair Employment and Housing Commission);

- **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; including **Title 22 California Code of Regulations 98000-98413**.

- **Federal Civil Rights Acts of 1964 and 1991** (see especially Title VI, 42 USC Secs. 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 80);

- **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 Parts 80, 84 and 91); and all guidelines and interpretations issued pursuant thereto;

- **7 Code of Federal Regulations (CFR),** Part 15 and **28 CFR** Part 42;

- **Title II of the Americans with Disabilities Act of 1990** (P.L. 101-336), 42 U.S.C. Secs. 12101 et seq. and 47 U.S.C. Secs. 225 and 611, and any federal regulations issued pursuant thereto (see 24 CFR Chapter 1; 28 CFR Parts 35 and 36; 29 CFR Parts 1602, 1627, and 1630; and 36 CFR Part 1191);

- **Unruh Civil Rights Act**, Calif. Civil Code Sec. 51 et seq., as amended;

- **Monterey COUNTY Code**, Chap. 2.80.;

- **Age Discrimination in Employment Act 1975,** as amended **(ADEA),** 29 U.S.C. Secs 621 et seq.;

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- **Equal Pay Act of 1963**, 29 U.S.C. Sec. 206(d);
- **California Equal Pay Act**, Labor Code Sec.1197.5.
- **California Government Code** Section 4450**;**
- **The Dymally-Alatorre Bilingual Services Act; Calif. Government Code Sec. 7290 et seq.**
- **The Food Stamp Act of 1977, as amended and in particular Section 272.6.**
- **California Code of Regulations, Title 24, Section 3105A(e)**
- **Removal of Barriers to Inter-Ethnic Adoption Act of 1996, Section 1808**

4.04 Written assurances: Upon request by COUNTY, CONTRACTOR will give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973 and/or the Americans with Disabilities Act of 1990, as may be required by the federal government in connection with this Agreement, pursuant to 45 CFR Sec. 80.4 or 45 CFR Sec. 84.5, and 91; 7 CFR Part 15; and 28 CFR Part 35**,** or other applicable State or federal regulation.

4.05 Written non-discrimination policy: Contractor shall maintain a written statement of its non-discrimination policies which shall be consistent with the terms of this Agreement. Such statement shall be available to employees, recipients of services, and members of the public, upon request.

4.06 Grievance Information: CONTRACTOR shall advise applicants who are denied CONTRACTOR's services, and recipients who do receive services, of their right to present grievances, and of their right to a State hearing concerning services received under this Agreement.

4.07 Notice to Labor Unions: CONTRACTOR shall give written notice of its obligations under paragraphs 4.01 - 4.08 to labor organizations with which it has a collective bargaining or other agreement.

4.08 Access to records by government agencies: CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing, and any state agency providing funds for this Agreement, upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these non-discrimination provisions.

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4.09 Binding on Subcontractors: The provisions of paragraphs 4.01 - 4.08 shall also apply to all of CONTRACTOR's subcontractors. CONTRACTOR shall include the non-discrimination and compliance provisions of these paragraphs in all subcontracts to perform work or provide services under this Agreement.

V. ADDITIONAL REQUIREMENTS

5.01 Covenant Against Contingent Fees: CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement. For breach or violation of this warranty, COUNTY shall have the right to terminate this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

5.02 Debarment, Suspension and Fraud, and Abuse: CONTRACTOR certifies to the best of its knowledge and belief, that it and any subcontractors:

- **a)** Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or State department or agency.
- **b)** Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- **c)** Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses in 5.02(b).
- **d)** Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.

5.03 CONTRACTOR shall report immediately to COUNTY in writing, any incidents of alleged fraud and/or abuse by either CONTRACTOR or its subcontractors.

5.04 CONTRACTOR shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by COUNTY.

5.05 CONTRACTOR agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the debarment/suspension status of any subcontractors.

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VI. CONTRACT ADMINISTRATORS

6.01 Contract Administrator – CONTRACTOR: CONTRACTOR hereby designates its Chief Executive Officer as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of CONTRACTOR shall be under the direction of, or shall be submitted to, the CONTRACTOR's Contract Administrator. CONTRACTOR may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to COUNTY of any such change.

6.02 Contract Administrator – COUNTY: COUNTY hereby designates the Director of Homelessness Strategies and Initiatives Division (CAO-HSI) as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of COUNTY shall be under the direction of, or shall be submitted to, the Director or such other COUNTY employee in the CAO-HSI as the Director may appoint. COUNTY may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to CONTRACTOR of any such change.

VII. CONTRACT DEPENDENT ON GOVERNMENT FUNDING

COUNTY's payments to CONTRACTOR under this Agreement are funded by the State and/or Federal governments. If funds from State and/or Federal sources are not obtained and continued at a level sufficient to allow for COUNTY's purchase of the indicated quantity of services, then 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 COUNTY may specify in its notice, unless in the meanwhile the parties enter into a written Amendment modifying this Agreement.

VIII. APPEAL PROCESS

In the event of a dispute or grievance regarding the terms and conditions of this Agreement, both parties shall abide by the following procedures:

a) CONTRACTOR shall first discuss the problem informally with the designated CAO-HSI Contact/Program Analyst. If the problem is not resolved, CONTRACTOR must, within fifteen (15) working days of the failed attempt to resolve the dispute with Contact/Program Analyst, submit a written complaint, together with any evidence, to the CAO-HSI Director. The complaint must include a description of the disputed issues, the legal authority/basis for each issue which supports CONTRACTOR’s position, and the remedy sought. The CAO-HSI Director shall, within fifteen (15) working days after receipt of CONTRACTOR’s written complaint, make a determination on the dispute, and issue a written decision and reasons, therefore. All written communication shall be pursuant to Section 14. NOTICES of this Agreement. Should CONTRACTOR disagree with the decision of the Director, CONTRACTOR may appeal the decision to the County Administrative Officer (CAO Officer).

b) CONTRACTOR’s appeal of the Director’s decision must be submitted to the CAO Officer within ten (10) working days from the date of the decision; be in writing, state the reasons why the decision is unacceptable, and include the original complaint, the decision that is the subject of appeal, and all supporting documents. Within twenty (20) working

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days from the date of CONTRACTOR'S appeal, the CAO Officer, or his/her designee, shall meet with CONTRACTOR to review the issues raised on appeal. The CAO Officer shall issue a final written decision within fifteen (15) working days of such meeting.

c) CONTRACTOR may appeal the final decision of the CAO Officer in accordance with the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5 commencing with Section 251, or Subchapter 3 commencing with Section 300, whichever is applicable, of the California Code of Regulations).

d) CONTRACTOR shall continue to carry out the obligations under this Agreement during any dispute.

e) Costs incurred by CONTRACTOR for administrative/court review are not reimbursable by COUNTY.

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Step Up Contract Administrator: Tod Lipka, CEO
Email Address: Tlipka@stepup.org
Direct Phone: (310) 394-6889

Remit Invoices To: valdezd2@countyofmonterey.gov
gilji@countyofmonterey.gov

Date of Invoice:	
Invoice No:	
Monarch Inn Project Term:	**11/01/2025 to 06/30/2026**
Vendor Code:	**VC*8232**
Accounting String HHAP3:	001-5010-8258-SOC004-6834 HHAP3, OPSB
Accounting String HHAP4:	001-5010-8258-SOC004-6834 HHAP4, RRHO
DO #:	

ADDRESS: 1328 Second St., Santa Monica, CA 90401

REMIT PAYMENT VIA ELECTRONIC TRANSFER

Accounting Balances		
HHAP3-OPSB Allocation:	$	25,000.50
HHAP4-RRHO Allocation:	$	107,480.38
Total :	$	132,480.88
To Date Expenses:	$	-
HHAP3-OPSB Balance :	$	25,000.50
HHAP4-RRHO Balance:	$	107,480.38
Contract Remaining Balance:	$	132,480.88

Invoice Period:	
Total Monthly Expenses:	$ -
Total Amount to be Paid:	**$** -

Remit Payment Via EFT

Expense Categories	**Total Budget**	**HHAP 3 - OPSB Monthly Expenses**	**Total Monthly Expenses**	**Year to Date Expenses**	**Balance Remaining**
Personnel	$ 23,690.50		$ -	$ -	$ 23,690.50
Benefits	$ 1,310.00		$ -	$ -	
Service Total	**$ 25,000.50**	$ -	$ -	$ -	$ 23,690.50

Expense Categories	**Total Budget**	**HHAP 4 - RRHO Monthly Expenses**	**Total Monthly Expenses**	**Year to Date Expenses**	**Balance Remaining**
Benefits	$ 5,323.00		$ -	$ -	
Rapid Rehousing	$ 85,113.38		$ -	$ -	$ 85,113.38
Program Costs	$ 5,000.00		$ -	$ -	
Indirect (10% Max)	$ 12,044.00		$ -	$ -	
Service Total	**$ 107,480.38**	$ -	$ -	$ -	$ 85,113.38

***Attach all itemized invoices/receipts.**

Total Amount to be Paid **$** - Remit Payment Via EFT

I certify that this report is correct and complete to the best of my knowledge and that the costs are eligible pursuant to the terms of the contract.

Person Completing Invoice Title

Contractor's Authorizing Signature

County Contract Manager Approval Signature and Date

Date Signed by Contractor

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STEP UP ON SECOND STREET, INC.
HHAP GRANT QUARTERLY REPORTING TEMPLATE

1328 Second Sgreet
Santa Monica, CA 90401

Email Report to: valdezd2@countyofmonterey.gov
cc: wilsonr@countyofmonterey.gov

Agency Name:	**STEP UP ON SECOND STREET, INC.**
Contract Admin:	Tod Lipka, CEO
Email Address:	Tlipka@stepup.org
Phone Number:	310-394-6889

Reporting Period:

Report is Due the 15th of Every Quarter

Summary of Performance Activities Outlined in Exhibit A. Section F: Description of Services. Each quarterly report shall include a short narrative of program outcomes and impacts for the reporting period, reflecting the progress of their HHAP programs.
Program Milestone Progress Program Challenges Program Success Stories

***Budget Modification Required?:** *If yes, attach updated budget.

I certify that this report is correct and complete to the best of my knowledge and that the costs are eligible pursuant to the terms of the contract.

Person Completing Quarterly Report | Title

Authorizing Signature | Date

County Contract Manager Approval

Date

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AMENDMENT #1 TO AGREEMENT A-17197
BY AND BETWEEN
COUNTY OF MONTEREY & STEP UP ON SECOND STREET, INC.

THIS AMENDMENT #1 is made and entered into by and between the County of Monterey, a political subdivision of the State of California, (hereinafter "COUNTY"), and Step Up on Second Street, Inc. (hereinafter "CONTRACTOR").

WHEREAS, COUNTY and CONTRACTOR entered into an AGREEMENT for the provision of temporary shelter and supportive services to the unsheltered encampment occupants of the Soledad Salinas River for the period of November 1, 2024, to June 30, 2027 for a contract total of $1,701,964.00; and

WHEREAS, the parties wish to amend the AGREEMENT via AMENDMENT #1 **to add Housing First, Coordinated Entry and Homeless Management Information Systems Provision Exhibits and to add $15,218.00** for budget allocation adjustments due to an increased need for interim sheltering services to address encampment concerns for the unsheltered encampment occupants currently living in the Salinas River Soledad encampment with no change to the contract term for a **revised** contract total of **$1,717,182.00**.

NOW THEREFORE, the COUNTY and CONTRACTOR agree to amend the AGREEMENT in the following manner:

This Agreement is hereby amended on the terms and conditions set forth in the Original Agreement and Amendment #1 incorporated herein by this reference, except as specifically set forth below.

1. **SECTION 1.0, "GENERAL DESCRIPTION" is amended to read as follows:**
   The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A-1** in conformity with the terms of this Agreement.

2. **SECTION 2.0, "PAYMENT BY COUNTY", is amended to read as follows:**
   County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A-1**, 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 **$1,717,182.00**."

3. **SECTION 4.0, "SCOPE OF SERVICES AND ADDITIONAL PROVISIONS", is amended to read as follows:** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement: **Exhibit A-1** Scope of Services/Payment Provisions, Exhibit B Other: See Page **11(a)-1** for list of Exhibits.

4. **Page 11(a)-1** replaces Page 11(a) and reflects the **amended Exhibits A-1, C-1, D-1, E-1,** and **I-1** and the **addition of Exhibit J, Exhibit K, and Exhibit L.**

5. **Exhibit A-1** replaces Exhibit A and references amended Exhibits **C-1, D-1, E-1, I-1, J, K,** and **L** and reflects the **addition of $15,218** for a new contract total of **$1,717,182.00.**

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6. **Exhibit C-1** replaces Exhibit C reflects **addition of $15,218** for a new contract total of **$1,717,182.00.**

7. **Exhibit D-1** replaces Exhibit D and references the new **Exhibits A-1** and **E-1.**

8. **Exhibit E-1** replaces Exhibit E is the revised invoice reflecting the **additional $15,218** for the period November 1, 2024, to June 30, 2027, for a new contract total of **$1,717,182.00.**

9. **Exhibit I-1** replaces Exhibit I is the revised quarterly report template reflecting the **additional $15,218** for the period November 1, 2024, to June 30, 2027, for a new contract total of **$1,717,182.00.**

10. **Exhibits J, K,** and **L** are **added** to reflect Housing First, Coordinated Entry and HMIS provisions.

11. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT #1 and shall continue in full force and effect as set forth in the AGREEMENT.

12. A copy of this AMENDMENT #1 shall be attached to the original AGREEMENT, dated November 1, 2024, respectively.

13. A copy of this Amendment #1 shall be attached to the Original Agreement.

This space left blank intentionally.

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IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

COUNTY ADMINISTRATIVE OFFICE (CAO) **Sonia M. De La Rosa, CAO** By: DocuSigned by: Deborah Paolinelli DFCFE819B75E478... Deborah Paolinelli, Assistant CAO Date: 5/13/2025 | 1:36 PM PDT	**STEP UP ON SECOND STREET, INC.** By: Signed by: C2DFB43A0947482... Tod, Lipka, Chief Executive Officer Date: 5/7/2025 | 2:42 PM PDT
CONTRACTS/PURCHASING (C/P): By: DocuSigned by: Tom Spencer 30F2900D7187745F... Debra R. Wilson, C/P Officer Date: 5/13/2025 | 12:15 PM PDT	By: DocuSigned by: Alan Darby DB195BB9F84B423... Alan Darby, Board Treasurer and Officer Date: 5/7/2025 | 2:43 PM PDT
APPROVED AS TO FORM: Office of the County Counsel-Risk Management, Susan K. Blitch, County Counsel By: DocuSigned by: Anne Brereton A46091E5DE03489... Anne Brereton, Deputy County Counsel Date: 5/12/2025 | 2:53 PM PDT	
APPROVED AS TO RISK MANAGEMENT: Office of the County Counsel-Risk Management, Susan K. Blitch, County Counsel By: Signed by: David Bolton 88FBC283FF8243C... David Bolton, Risk Manager Date: 5/13/2025 | 10:41 AM PDT	
APPROVED AS TO FISCAL PROVISIONS: Rupa Shah, Auditor-Controller By: DocuSigned by: Jennifer Forsyth 4E7E657875454AE... Date: 5/13/2025 | 12:04 PM PDT	

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LIST OF EXHIBITS

STEP UP ON SECOND STREET, INC.

Exhibit A-1	Scope of Services/Payment Provisions
Exhibit B	Encampment Site Map
Exhibit C-1	Budget
Exhibit D-1	Additional Provisions
Exhibit E-1	Invoice Template
Exhibit F	Participant Animal Guidelines
Exhibit G	HIPAA Certification
Exhibit H	Operational Emergency Shelter Standards
Exhibit I-1	Quarterly Reporting Template
Exhibit J	Housing First Provisions
Exhibit K	Coordinated Entry Provisions
Exhibit L	Homeless Management Information System Provisions

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STEP UP ON SECOND STREET, INC. ("CONTRACTOR")
ENCAMPMENT FUNDING RESOLUTION PROGRAM OF SOLEDAD

A. **FUNDING AMOUNT**

$1,701,964.00	ERF-3-R Funding
$ 15,218.00	Amendment #1
$1,717,182.00	**Total ERF-3-R Funding**

B. **CONTRACT TERM** Retroactive to November 1, 2024 to June 30, 2027

C. **CONTACT INFORMATION**

COUNTY Contract Manager:

County of Monterey Administrative Office
Sarah Federico, Management Analyst II
168 W. Alisal St, 3rd Floor Salinas, CA 93901
Phone: (831) 755-5341
federicos@co.monterey.ca.us

COUNTY Contract Monitor:

County of Monterey Administrative Office
Dania Valdez, Management Analyst I
168 W. Alisal St., 3rd Floor, Salinas, CA 93901
Phone: (831) 796-3049
Valdezd2@countyofmonterey.gov

COUNTY Partner Information:

City of Soledad (City)
Beatriz Trujillo, City Housing Analyst
248 Main Street, Soledad, CA 93960
(831) 223-5056
btrujillo@cityofsoledad.gov

CONTRACTOR Information:

Step Up on Second Street, Inc.
Tod Lipka, CEO
1328 Second St. Santa Monica, CA 90401-1122
Phone: (310) 394-6889 ext.1626
TLipka@stepup.org

Location of Interim Housing and Services:

City of Soledad – Interim Housing Site
990 Los Coches Road
Soledad, CA 93960

Motel 6 Motel
1155 Front Street
Soledad, CA 93960

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D. **SUBAWARD INFORMATION:**
SUBAWARD: HCD Encampment Resolution Funding, round 3 (ERF-3-R)
CONTRACTOR UEI Number: JA9DL54US3E3
Date County Awarded Funding: April 18, 2024
CFDA Passthrough Information and Dollar Amount: N/A
Federal Award Identification Number (FAIN): N/A
Federal Award Description: N/A
Research and Development: No
Maximum Allowable Indirect Cost Rate: 10%

E. **BACKGROUND**
Step Up on Second Street, Inc. ("CONTRACTOR") is a 501(c)(3) non-profit organization and a full-service mental health agency serving communities nationwide since 1994 with permanent and interim supportive housing services. CONTRACTOR is a recognized industry leader in providing housing navigation and supportive housing services in Monterey County.

This agreement with CONTRACTOR will provide unsheltered individuals living in an encampment located along the Salinas River adjacent to the City of Soledad ("Soledad") with access to low-barrier, temporary living facilities and comprehensive supportive services in a housing-focused service model ("program"). The overall goals for the program are to connect ninety (90) percent of program participants with access to services and interim housing and to exit seventy-five (75) percent of program participants into permanent housing or other types of housing by June 30, 2027. This program is a collaborative partnership with Soledad that will share in the development, management, operations, and programmatic oversight of the full program.

F. **DESCRIPTION OF SERVICES**
CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

F.1 CONTRACTOR shall provide interim housing at the locations listed in Section C and access to supportive services, including housing navigation, and rapid re-housing services to an estimated 40 unsheltered occupants currently living in an encampment located in the Salinas Riverbed near Soledad (**EXHIBIT B)**.

F.1.a. CONTRACTOR shall provide low-barrier access to "screen in" referred individuals in coordination with Soledad's Outreach Coordinator.

F.1.b. CONTRACTOR shall coordinate bed/unit assignments as necessary in coordination with Soledad.

F.2 CONTRACTOR shall provide comprehensive supportive services utilizing a Housing First, trauma informed, harm reduction approach to the program participants living at the Motel 6[1] and Soledad's Interim Housing Site until all program participants have transitioned to other types of housing and/or permanent housing, no later than June 30, 2027. Participant referrals shall be coordinated with Soledad's Outreach Coordinator, for up to 26 clients at any given time.

[1] The Soledad Street Outreach and Interim Motel Voucher programs are defined in a separate executed Agreement between Soledad and the County.

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F.2.a. CONTRACTOR will provide program participants with access to the following services: case management, rapid re-housing and housing navigation, assistance obtaining public benefits and securing documentation, education and employment services, housing retention skills, legal assistance, family connection services, life skills activities, rehabilitations, emotional skills building.

F.2.b. CONTRACTOR shall provide program participants with access to services every day of the week, excluding Sundays, during the hours of 8:00 a.m. to 10:00 p.m.

F.3 CONTRACTOR shall ensure that services are provided within Evidence-Based Best Practices and in compliance with the core components of Housing First, as described in Welfare and Institutions Code Section 8255, subdivision (b) and defined in **EXHIBIT J**, County Adopted Housing First Provisions and in Section 2.02 of **EXHIBIT D-1**. Individuals and families assisted with ERF-3-R funds must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, housing, or other services for which these funds are used.

F.4 CONTRACTOR shall coordinate the provision of daily meals for program participants temporarily living at the Interim Housing Site in coordination with Soledad's Outreach Coordinator. The daily provision of meals for program participants at the Motel 6 is provided for by Soledad's Street Outreach and Interim Motel Voucher Program through a separate agreement between the COUNTY[1] and Soledad.

F.5 CONTRACTOR shall assist all program participants in coordination with Soledad, in developing a person-centered Individual Service Plan (ISP) or similar detailed individualized plan of the supports, activities, and resources required to achieve personal goals and that outlines the decisions made during a person-centered process of planning and information gathering.

F.6 CONTRACTOR shall match the level of services to the identified needs of individual program participants to both mitigate harm and support each participant's success toward reaching their individualized goals.

F.7 CONTRACTOR shall ensure case managers provide the stability of the daily on-site participant support and linkages with local homeless service providers, Behavioral Health, and Social Services, and will offer appropriate and facilitate participant referrals to off-site services, such as health care.

F.8 CONTRACTOR shall assist all program participants with transportation to access off-site services and activities related to their housing goals.

F.9 CONTRACTOR shall ensure the Interim Housing facilities are pet-friendly and managed in accordance with recommended pet friendly best practices (**EXHIBIT F**, Participant Animal Guidelines).

F.9.a. Ensure all pets are registered and all pet owners receive and sign a pet notice of responsibility.

F.9.b. Enforce pet owner care responsibilities as outlined in **EXHIBIT F**, Participant Animal Guidelines and intervene if necessary to ensure health and safety of animals and program participants.

F.10 CONTRACTOR shall ensure Soledad's Interim Housing Facility is kept in the utmost cleanliness, where interior and exterior floors are cleared each day by program participants as needed and will inspect the perimeter of the facility to ensure that all program participant's trash is collected daily.

F.10.a. CONTRACTOR may coordinate cleaning services provided by Soledad.

F.11 CONTRACTOR shall comply with all Soledad Fire Department regulations.

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F.12 CONTRACTOR shall establish a no-fee, facility use agreement with Soledad for use of the Interim Housing Facility located at 990 Los Coches Road, Soledad, CA 93960, upon notification of the certificate of occupancy until June 30, 2027. CONTRACTOR shall ensure the following provisions are included in the facility use agreement:

F.12.a. Protocol to provide staff schedules for the Soledad Interim Housing Site to ensure there is coverage for scheduling gaps and a notification plan for any unexpected coverage gaps.

F.12.b. Communication protocol with Soledad's Police Department to ensure the safety of staff and program participants to minimize the impact of the Interim Housing Site on the neighboring community in coordination with the selected onsite Security provider.

F.12.c. List of Soledad's responsibilities for provision of property utilities, maintenance, and onsite security at the facility during facility use.

F.12.d. List of CONTRACTOR's responsibilities at the facility.

F.12.e. **EXHIBIT F,** Participant Animal Guidelines.

F.12.f. Any compliance requirements required by the City of Soledad and/or Soledad's Fire Department regulations for facility usage.

G. **SERVICE GOALS AND OUTCOMES**

CONTRACTOR shall seek to achieve the following service goals and outcomes as outlined in the ERF-3-R application during this contract term:

G.1 Provide safe and secure shelter for up to sixteen (16) unduplicated individuals at any given time at Soledad's Interim Housing Site.

G.2 Provide supportive services for up to twenty-six (26) unduplicated individuals at any given time at both location sites.

G.3 Utilize internal/external data management systems to track individual case notes, living plans and goals met.

G.4 Sixty-Five (65) percent of program participants will secure interim housing at both location sites by June 30, 2025, in coordination with Soledad's Outreach Program.

G.5 Ninety (90) percent of program participants of the encampment site will receive connection to supportive services and interim housing by June 30, 2025.

G.6 Fifteen (15) percent of program participants will secure permanent housing by June 30, 2027.

G.7 Seventy-Five (75) percent of program participants shall exit into transitional and/or permanent supportive housing by June 30, 2027.

H. **TRAVEL/TRAINING REIMBURSEMENT:**

H.1 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 Microsoft Word - County Travel Bus Expense Policy 12 5 12.doc (monterey.ca.us). To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when. CONTRACTOR shall receive compensation for mileage reimbursement up to the rates listed online at www.irs.gov.

I. **CONTRACTOR RESPONSIBILITIES**

I.1 CONTRACTOR agrees to cooperate fully with the COUNTY and Soledad in all matters related to data collection, management, and oversight to ensure compliance with the

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California Department of Housing and Community Development ("HCD") requirements and in accordance with **EXHIBIT D-1**, Additional Provisions.

I.2 CONTRACTOR shall inform the COUNTY immediately of failure to perform any component of this executed agreement**.**

I.3 CONTRACTOR shall submit quarterly written reporting as required and defined in Section J, and monthly invoices defined in **Section I of EXHIBIT D-1**.

I.4 CONTRACTOR shall provide informal monthly updates to the COUNTY and Soledad including capacity counts for the Interim Housing Site and general feedback to maintain strong communication regarding operations and services.

I.5 CONTRACTOR agrees to coordinate and issue program participant satisfaction surveys to all participants shortly following intake to the program and every 6 months thereafter; to use feedback received to improve services and guest care and to include findings and responses in annual outcomes report. CONTRACTOR shall make survey results available to COUNTY upon request as part of routine contract monitoring.

I.6 CONTRACTOR shall participate in annual monitoring activities conducted by COUNTY and Soledad staff which may include HCD program representatives.

I.6.a. Monitoring may be conducted as a site-visit or desk review. Monitoring activities will evaluate fiscal integrity, customer service, program management, and data collection & reporting procedures. In accordance with this contract's signed Health Insurance Portability & Accountability Act ("HIPAA") agreement (**EXHIBIT G**), CONTRACTOR shall make client files available to authorized County and/or Soledad staff and HCD ERF-3-R program representatives as sample data to verify agency compliance with contract requirements and reported outcome data as necessary.

I.6.b. This provision also includes allowing visits related to the project and film, tape, photograph, interview, and otherwise documentation of operations during normal business hours and with reasonable advance notice. Any outside visitors shall adhere to best practices that respect the privacy of program participants.

I.7 CONTRACTOR shall develop operational policies and procedures for program management, including intake, case management, and service provision incorporating **EXHIBIT H**, County Adopted Operational Emergency Shelter Standards and **EXHIBIT K**, County Adopted Coordinated Entry Provisions.

I.8 CONTRACTOR agrees that the program will prioritize referrals received through the referral process established by Soledad's Street Outreach Program.

I.9 CONTRACTOR shall establish a Good Neighbor Policy approved by the COUNTY and Soledad.

I.10 CONTRACTOR shall incorporate Enhanced Care Management (ECM) into their services plan for the program.

I.11 CONTRACTOR shall ensure compliance with AB977 regarding any ERF-3-R required data collection in the Homeless Management Information System ("HMIS") as defined in **EXHIBIT L**, County Adopted HMIS provisions and below as follows:

I.11.a. CONTRACTOR shall participate in and provide data elements, including, but not limited to, health information in a manner consistent with state and federal law, to the local HMIS, for tracking in the statewide HMIS (known as the Homeless Data Integration System or HDIS"), as required by Health and Safety Code section 50220.6. Any health information provided to, or maintained within, the statewide Homeless Management Information System shall not be subject to public inspection or disclosure under the California

Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code).

I.11.b. CONTRACTOR shall establish three new programs in HMIS:

1. Soledad Shelter Program:
   - Project Type: Emergency Shelters (ES)
   - ES Subtype: Entry/Exit
   - Operating Start Date: November 1, 2024
   - Housing Type: Site-Based in single location
   - HMIS Grant ID: CALICH-COU-020_CA-HCD-ERF3R
2. Motel 6 Program:
   - Project Type: Emergency Shelter (ES)
   - ES Subtype: Entry/Exit
   - Operating Start Date: November 1, 2024
   - Housing Type: Site-based in a single location
   - HMIS Grant ID: CALICH-COU-020_CA-HCD-ERF3R
3. Rapid Re-Housing Program:
   - Project Type: PH Rapid Re-Housing
   - RRH Subtype: RRH: Housing with or without services
   - Operating Start Date: November 1, 2024
   - Housing Type: Tenant-based scattered-site
   - HMIS Grant ID: CALICH-COU-020_CA-HCD-ERF3R

I.11.c. CONTRACTOR acknowledges that the COUNTY reserves the right to terminate this agreement if data is not collected in accordance with CA506 data standards.

I.12 CONTRACTOR shall ensure services are Americans with Disabilities Act (ADA) compliant.

I.13 CONTRACTOR and its subcontractors, hereby certify under penalty of perjury under the laws of the State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 Cal. GOV Code § 8350.

I.14 CONTRACTOR shall notify the COUNTY and Soledad immediately of any incidents that must be reported and/or that may require a response to the public or elected officials.

I.15 CONTRACTOR shall immediately notify COUNTY and Soledad of any significant issues with program participants; time is of the essence. Significant issues include but are not limited to disciplinary or safety issues that impact program participants' stay in any of the Interim Housing sites.

I.16 CONTRACTROR shall immediately notify the COUNTY and Soledad of any changes to managerial or supervisory staffing and/or contact information.

I.17 All activities regarding CONTRACTOR budget, timeline, scope of work and payment provisions/invoicing must be authorized and approved by COUNTY.

I.18 CONTRACTOR shall recruit and train staff members responsible for program management, and onsite-peer support.

I.19 CONTRACTOR shall ensure that all services and program documents are provided in the Spanish language at minimum and when other languages are needed utilize any resources necessary to accommodate.

I.20 CONTRACTOR shall provide incontinence and feminine hygiene products, including, but not limited to, sanitary napkins, tampons, and panty liners, to program participants as needed, free of charge. Obligation to satisfy this requirement is subject to the

availability of funds, however, CONTRACTOR shall make attempts to coordinate or request donations when funds are not available and collect data on the cost, demand, and utilization to help inform future resources to support this service.

I.21 CONTRACTOR shall ensure the program is accessible and welcoming to each of the following clients: residents with mental illness and/or disabilities, LGBTQ+, Minors, and survivors of domestic violence and human trafficking.

J. **REPORTING INSTRUCTIONS AND SUBMISSION**

J.1 CONTRACTOR shall attend at least one (1) status meeting with COUNTY and Soledad per week to ensure regular communication regarding services and operations. If CONTRACTOR is unable to attend a regularly scheduled meeting, CONTRACTOR shall provide notification and status report via email to the COUNTY Contract Manager and COUNTY Partner listed in Section C.

J.2 CONTRACTOR shall submit monthly invoices submitted on the 10th of the month following the month services are provided as defined in Section N.

J.3 CONTRACTOR shall provide COUNTY with quarterly written reports addressing performance of activities outlined in Section F: Description of Services and quarterly expenditures per eligible use categories detailed in the budget (**EXHIBIT C-1)**.

J.3.a. CONTRACTOR shall submit signed original quarterly reports via email to the County Contract Manager and CC: to COUNTY Partner listed in Section C, using the reporting template (**EXHIBIT I-1).**

J.3.b. CONTRACTOR shall attach a quarterly anonymized person served list illustrating the housing outcomes of each person served by the ERF-3-R program.

J.4 CONTRATOR shall submit Quarterly expenditure and activity reports by the following deadlines:

Due Date	Reporting Period Beginning date	Reporting Period End Date
January 15, 2025	October 1 2024	December 31, 2024
April 15, 2025	January 1, 2025	March 31, 2025
July 15, 2025	April 1, 2025	June 30, 2025
October 15, 2025	July 1, 2025	September 30, 2025
January 15, 2026	October 1, 2025	September 30, 2025
April 15, 2026	January 1, 2026	March 31, 2026
July 15, 2026	April 1, 2026	June 30, 2026
October 15, 2026	July 1, 2026	September 30, 2026
January 15, 2027	October 1, 2026	December 31, 2026

April 15, 2027	January 1, 2027	March 31, 2027
July 15, 2027	April 1, 2027	June 30, 2027
October 31, 2027	October 1, 2024	June 30, 2027

J.5 CONTRACTOR shall submit Annual reports on July 15th of each year in alignment with the ERF-3-R annual reporting periods with the following narrative information:
- J.5.a. Program Objectives
- J.5.b. Program Challenges
- J.5.c. Program Success Stories

J.6 CONTRACTOR shall provide upon request, information and documentation on service delivery models developed with grant funds to designated staff from the COUNTY and Soledad. This includes any necessary materials to study the program or replicate it for implementation across the State of California.

J.7 CONTRACTOR shall maintain adequate records to support the reported statistics regarding beneficiary characteristics and services provided under the ERF-3-R funding.
- J.7.a. Records demonstrating that funded activities meet the objectives of the ERF-3-R program.
- J.7.b. Records are required to determine the eligibility of activities per eligible use.

J.8 CONTRACTOR shall participate in **annual contract monitoring** conducted by the COUNTY to review fiscal integrity, customer service, business management, and service delivery and may include an on-site visit. Completion of this measure shall be documented through the issuance of a contract monitoring report to be provided by the **County Contract Monitor** listed in Section C.

K. ADDITIONAL REPORTING INSTRUCTIONS - TIMELINE & MILESTONES

K.1 CONTRACTOR will follow the following timeline with set milestones:

Start Date	End Date	Milestone Accomplished
November 2024	March 2025	Hire staff for program Operations and Supportive Services for all program participants.
November 2024	March 2025	Development of operational policies and procedures for Interim Housing program management, including intake, case management, and service provisions.
November 2024	March 2025	Participate in coordinated outreach efforts facilitated by Soledad's Street Outreach program to provided linkages to encampment occupants to relevant services as necessary.
November 2025	June 2025	• Sixty-Five (65) percent of encampment occupants will secure Interim Housing at the Interim Housing Site and Motel 6. • Ninety (90) percent of program participants will be connected to Step Up supportive services.
April 2025	June 2027	• Seventy-Five (75) percent of program participants will be served by the program end date of June 30, 2027.

		• Fifteen (15) percent of program participants will secure permanent housing by June 30, 2027.

L. **FINANCIAL OVERSIGHT AND ACCOUNTING**

L.1 CONTRACTOR shall ensure all program operations and objectives advance ERF-3-R's objective and fall within the following Eligible Use categories:

Eligible Use Category	**Eligible Activities Applied to the Eligible Population**
Rapid Rehousing	Rapid rehousing, including housing identification services, rental subsidies, security deposits, incentives to landlords, and holding fees for eligible persons, housing search assistance, case management and facilitate access to other community-based services.
Interim Housing	Interim Housing, limited to newly developed clinically enhanced congregate shelters, new or existing non-congregate shelters, and operations of existing navigation centers and shelters based on demonstrated need that are well suited for eligible persons.

L.1.a. CONTRACTOR shall submit invoices utilizing the template approved by COUNTY described in Section I of **EXHIBIT D-1**.

L.2 CONTRACTOR shall collaborate with COUNTY to prepare and submit budget modifications as needed.

L.3 All proceeds from any interest-bearing account established by the CONTRACTOR for the deposit of ERF-3-R funds, along with any interest-bearing accounts must be used for eligible activities and reported on as required by the HCD and reported to the County in quarterly reporting defined in Section J of this Agreement.

L.4 ERF-3-R program funds shall not be used for costs associated with activities in violation, conflict, or inconsistent with HSC Sections 50250 – 50254, other applicable laws, the terms and conditions of this Agreement, CONTRACTOR nor their agents shall directly or indirectly use ERF awards for any use or activity that is in violation, conflict, or inconsistent with the legislative intent of the authorizing statute to ensure the safety and wellness of people experiencing homelessness in encampments. ERF-funded activities that cause a traumatic effect are inconsistent with ensuring the safety and wellness of people experiencing homelessness in encampments.

L.5 ERF-3-R program funds shall not be used to supplant existing local funds for homeless housing, assistance, prevention, or encampment resolution including encampment site restoration or waste management.

L.6 CONTRACTOR acknowledges that this Agreement is valid and enforceable only if sufficient ERF-3-R funds are made available to COUNTY for the administration of the services under this Agreement.

L.7 In the event ERF-3-R funding is terminated, reduced, or the CONTRACTOR breaches any of the duties under this Agreement, CONTRACTOR agrees to cooperate with

COUNTY to return any unused funds including any initial payments made within thirty (30) days of written notice from the COUNTY.

M. **PAYMENT PROVISIONS**

M.1 COUNTY shall pay CONTRACTOR according to the terms set forth in **EXHIBIT D-1, Section I**, PAYMENT BY COUNTY, of this Agreement.

M.2 The total maximum amount payable to CONTRACTOR for the period November 1, 2024, through June 30, 2027, shall not exceed **one million seven hundred seventeen thousand one hundred eighty-two dollars and zero cents ($1,717,182.00)** as set forth in **EXHIBIT C-1**, Budget.

M.3 CONTRACTOR shall submit original signed invoices, monthly to COUNTY setting for the amount claimed by the 10th day of the month in which services were performed on the form set forth in **EXHIBIT E-1. The final invoice is due no later than the 10th of July 2027.**

M.4 An initial payment of **three hundred thousand dollars and zero cents ($300,000)** shall be paid to the CONTRACTOR upon execution of this Agreement and will be offset by up to **twenty-five thousand dollars and zero cents ($25,000) from monthly invoices until the *initial payment* funds are expended.** The initial payment will have a certified invoice, which will be approved by the COUNTY Homelessness Strategy and Initiatives Division for advanced work to hire program staff, purchase program supplies and equipment and provide interim sheltering and rapid rehousing to program participants with immediate needs. All payments after the initial payment to the CONTRACTOR will be paid to the CONTRACTOR thirty (30) days after a certified invoice is provided to the Auditor-Controller.

M.5 Except for the initial payment, CONTRACTOR shall submit monthly invoices until all remaining ERF-3-R funds are exhausted or completion of the Agreement, whichever occurs first. The monthly invoice shall set forth the total amount to be paid for the services performed under this Agreement for the previous month, together with an itemized basis for the amounts claimed and a deduction per the instructions in M.4, 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 Auditor-Controller for payment. The COUNTY Auditor-Controller shall pay the amount certified within thirty (30) days of receiving the invoice.

N. **INVOICING INSTRUCTIONS & SUBMISSION**

N.1 CONTRACTOR shall submit original signed monthly invoices with supportive documentation to the COUNTY Contract Manager listed in Section C and to HomelessServices@countyofmonterey.gov setting forth the amount to be paid by the 10th day of the month following the month in which services are performed. Invoices may be submitted more frequently as necessary or as agreed upon.

N.2 The invoice shall be submitted based on funding amounts detailed in **EXHIBIT C-1** and set forth in **EXHIBIT E-1**.

N.3 The final invoice for close out is due no later than the 10th of July 2027.

N.4 **All funds must be expended by CONTRACTOR by June 30, 2027.**

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O. **INDEMNIFICATION**

CONTRACTOR shall indemnify and make whole the COUNTY should any funds be stolen, used in fraudulent activities, or not used for the purposes set forth in this Agreement.

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BUDGET

November 1, 2024 to June 30, 2027

Agency Name: Step Up on Second Street, Inc - Soledad ERF-3-R Program

Expense Categories	ERF-3-R
Service Coordinators	$ 782,361.00
On-site Peer Support Specialist	$ 35,801.00
Program Manager	$ 247,848.00
Housing Navigator	$ 97,795.00
Program Client Services	$ 163,600.00
Program Site Costs	$ 69,145.00
Rapid Rehousing	$ 150,436.00
Indirect (10% Max)	$ 170,196.00
Program Total	**$ 1,717,182.00**

Budget Narrative

Expense Category	Line-Item narrative
Service Coordinators	100% of 4.00 FTE @ $782,361.00 over 28 months. Service Coordinators are responsible for daily case management support for program participants including assistance with residential care and access to supportive services.
Onsite Peer Support Specialist	100% of 1.0 FTE @ 35,801.00 over 28 months. Resident program participant hired to provide peer support.
Program Manager	100% of 1.00 FTE @ $247,848.00 over 28 months. Program manager is responsible for daily program operations and direct service programs.
Housing Navigator	100% of 0.50 FTE @ $97,795.00 over 36 months. The housing navigator provides housing locator services, for unhoused or unstable housed partners based on a Housing First Model.
Program Client Services	Flexible spending dollars to support housing maintenance, and community integration. Costs include support with utilities, transportation, incentives, pet support, hygiene supplies kit, clothing, food and goods gift cards, education, and job preparation/training.
Program Costs	Program Operations at Interim Housing Facility/Motel 6: equipment rental including copiers & water, cleaning services for the Interim Housing Facility only, office Supplies (printing, postage, courier), office furniture (desk, chair, file cabinets), Communications (staff cell phone and internet), Laptop Computer (for HMIS entry, chart documentation, and data reporting), Staff Travel, Training, and any insurance costs for the shelter.
Rapid Rehousing	Direct financial assistance to support rapid rehousing of program participants.

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Indirect	Indirect Administrative costs including Human Resources, Accounting, Corporate Costs at 10%

FUNDING: ERFG2SOLED

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MONTEREY COUNTY
HOMELESSNESS STRATEGY AND INITIATIVES DIVISION
OF THE COUNTY ADMINISTRATIVE OFFICE

ADDITIONAL PROVISIONS

I. PAYMENT BY COUNTY:

1.01 Monthly claims/invoices by CONTRACTOR: Not later than the tenth (10^{th}) day of each month, CONTRACTOR shall submit to COUNTY a signed invoice setting forth the amount claimed. All invoices (monthly and final) shall be submitted in the form set forth in **Exhibit E-1, Invoice Template**.

1.02 Final Invoice; forfeiture for late invoice: CONTRACTOR's final month and end of fiscal year invoice is due, and must be received by COUNTY, no later than close of business on **July 10th. If the Final Invoice is not received by COUNTY by close of business on July 10th. CONTRACTOR understands and agrees that the reimbursement of CONTRACTOR's final expenses represented by that invoice may be forfeited, and COUNTY shall have no legal obligation regarding it, nor shall COUNTY be required to make any payment towards that untimely/late invoiced claim.**

1.03 Allowable Costs: Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement, as set forth in **Exhibit A-1, Section F.** Only the costs and eligible uses listed in **Exhibit A-1, Section L and Exhibit C-1** as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.

1.04 Cost Control: CONTRACTOR shall not exceed by more than ten (10) percent any contract expense line-item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this contract. Therefore, an increase in one-line item will require corresponding decreases in other line items.

1.05 Payment in Full:
(a) If COUNTY certifies and pays the amount requested by CONTRACTOR, such payment shall be deemed payment in full for the month in question and may not thereafter be reviewed or modified, except to permit COUNTY's recovery of overpayments.

(b) If COUNTY certifies and pays a lesser amount than the amount requested, COUNTY shall, immediately upon certification of the lesser amount, notify CONTRACTOR in writing of such certification. If CONTRACTOR does not protest the lesser amount by delivering to COUNTY a written notice of protest within twenty (20) days after CONTRACTOR's receipt of the certification, then payment of the lesser amount shall be

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deemed payment in full for the month in question and may not thereafter be questioned by CONTRACTOR.

1.06 Disputed payment amount: If COUNTY pays a lesser amount than the amount requested, and if CONTRACTOR submits a written notice of protest to COUNTY within twenty (20) days after CONTRACTOR's receipt of the certification, then the parties shall promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such dispute until the parties have met and attempted to resolve the dispute in person.

II. PERFORMANCE STANDARDS & COMPLIANCE

2.01 Outcome objectives and performance standards: CONTRACTOR shall for the entire term of this Agreement provide the service outcomes set forth in **Exhibit A-1.** CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit A-1**, unless prevented from doing so by circumstances beyond CONTRACTOR's control, including but not limited to, natural disasters, fire, theft, and shortages of necessary supplies or materials due to labor disputes.

2.02 Housing First Standards. CONTRACTOR shall ensure services provided for the Soledad Interim Sheltering Sites follow the core components of Housing First as defined in the State Welfare and Institutions Code Section 8255(b)," and shall include all of the following:

1. Tenant screening and selection practices that promote accepting applicants regardless of their sobriety or use of substances, completion of treatment, or participation in services.
2. Applicants are not rejected on the basis of poor credit or financial history, poor or lack of rental history, criminal convictions unrelated to tenancy, or behaviors that indicate a lack of "housing readiness."
3. Acceptance of referrals directly from shelters, street outreach, drop-in centers, and other parts of crisis response systems frequented by vulnerable people experiencing homelessness.
4. Supportive services that emphasize engagement and problem solving over therapeutic goals and service plans that are highly tenant-driven without predetermined goals.
5. Participation in services or program compliance is not a condition of permanent housing tenancy.
6. Tenants have a lease and all the rights and responsibilities of tenancy, as outlined in California's Civil, Health and Safety, and Government codes.
7. The use of alcohol or drugs in and of itself, without other lease violations, is not a reason for eviction.
8. In communities with coordinated assessment and entry systems, incentives for funding promote tenant selection plans for supportive housing that prioritize eligible tenants based on criteria other than "first-come-first serve," including, but not limited to, the duration or chronicity of homelessness, vulnerability to early mortality, or high utilization of crisis services. Prioritization may include triage tools, developed through local data, to identify high-cost, high-

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need homeless residents.

9. Case managers and service coordinators who are trained in and actively employ evidence-based practices for client engagement, including, but not limited to, motivational interviewing and client-centered counseling.
10. Services are informed by a harm-reduction philosophy that recognizes drug and alcohol use and addiction as a part of tenants' lives, where tenants are engaged in nonjudgmental communication regarding drug and alcohol use, and where tenants are offered education regarding how to avoid risky behaviors and engage in safer practices, as well as connected to evidence-based treatment if the tenant so chooses.
11. The project and specific apartment may include special physical features that accommodate disabilities, reduce harm, and promote health and community and independence among tenants.

2.03 County monitoring of services: COUNTY shall monitor services provided under this Agreement in order to evaluate the effectiveness and quality of services provided.

2.04 Notice of defective performance: COUNTY shall notify CONTRACTOR in writing within thirty (30) days after discovering any defects in CONTRACTOR's performance. CONTRACTOR shall promptly take action to correct the problem and to prevent its recurrence. Such corrective action shall be completed, and a written report made to the COUNTY concerning such action not later than thirty (30) days after the date of the COUNTY's written notice to CONTRACTOR.

2.05 Termination for cause: Notwithstanding Section 7.02 of the Agreement, if the corrective actions required above are not completed and the report to the COUNTY not made within thirty (30) days, the COUNTY may terminate this Agreement by giving five (5) days' written notice to CONTRACTOR.

2.06 Training for Staff: CONTRACTOR shall insure that sufficient training is provided to its volunteer and paid staff to enable them to perform effectively on the project, and to increase their existing level of skills. Additionally, CONTRACTOR shall ensure that all staff completes Division 21 Civil Rights training.

2.07 Bi-lingual Services: CONTRACTOR shall ensure that qualified staff is available to accommodate non-English speaking, and limited English proficient, individuals.

2.08 Assurance of drug free-workplace: CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, Government Code sections 8350 et seq., by doing the following:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is

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prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition;

- Establishing a drug-free awareness program to inform employees about all of the following:
  1) the dangers of drug abuse in the workplace;
  2) the organization's policy of maintaining a drug-free workplace;
  3) any available drug counseling, rehabilitation, and employee assistance programs;
  4) the penalties that may be imposed upon employees for drug abuse violations;
  5) requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

III. CONFIDENTIALITY

CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions (W & I) Code Sec. 10850, 45 CFR Sec. 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order requiring disclosure. Confidential information gained by CONTRACTOR from access to any such records, and from contact with its clients and complainants, shall be used by CONTRACTOR only in connection with its conduct of the program under this Agreement. The COUNTY, through the Director of Homelessness Strategy and Initiatives of the County Administrative Office (CAO-HSI), and his/her representatives, shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of the COUNTY shall remain confidential and may be disclosed only as permitted by law.

IV. NON-DISCRIMINATION

CONTRACTOR certifies that to the best of its ability and knowledge it will comply with the nondiscrimination program requirements set forth in this Section.

4.01 Discrimination Defined: The term "discrimination" as used in this contract, is the same term that is used in Monterey County Code, Chapter 2.80 "Procedures for Investigation and Resolution of Discrimination Complaints"; it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or other discriminatory practice by any Monterey County official, employee or agent, due to an individual's race, color, ethnic group, national origin, ancestry, religious creed, sex, sexual orientation, age, veteran's status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

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4.02 Application of Monterey COUNTY Code Chapter 2.80: The provisions of Monterey COUNTY Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. Complaints of discrimination made by CONTRACTOR against the COUNTY, or by recipients of services against CONTRACTOR, may be pursued using the procedures established by Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for the prompt and fair resolution of discrimination complaints made against CONTRACTOR by its own employees and agents, and shall provide a copy of such procedures to COUNTY on demand by COUNTY.

4.03 Compliance with laws: During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal, state and local laws and regulations which prohibit discrimination, including but not limited to the following:

- **California Fair Employment and Housing Act**, California Government Code Sec. 12900 et seq., see especially Section 12940 (c), (h), (1), (i), and (j); and the administrative regulations issued thereunder, 2 Calif. Code of Regulations Secs. 7285.0 et seq. (Division 4 - Fair Employment and Housing Commission);

- **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; including **Title 22 California Code of Regulations 98000-98413**.

- **Federal Civil Rights Acts of 1964 and 1991** (see especially Title VI, 42 USC Secs. 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 80);

- **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 Parts 80, 84 and 91); and all guidelines and interpretations issued pursuant thereto;

- **7 Code of Federal Regulations (CFR),** Part 15 and **28 CFR** Part 42;

- **Title II of the Americans with Disabilities Act of 1990** (P.L. 101-336), 42 U.S.C. Secs. 12101 et seq. and 47 U.S.C. Secs. 225 and 611, and any federal regulations issued pursuant thereto (see 24 CFR Chapter 1; 28 CFR Parts 35 and 36; 29 CFR Parts 1602, 1627, and 1630; and 36 CFR Part 1191);

- **Unruh Civil Rights Act**, Calif. Civil Code Sec. 51 et seq., as amended;

- **Monterey COUNTY Code**, Chap. 2.80.;

- **Age Discrimination in Employment Act 1975,** as amended **(ADEA),** 29 U.S.C. Secs 621 et seq.;

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- **Equal Pay Act of 1963**, 29 U.S.C. Sec. 206(d);
- **California Equal Pay Act**, Labor Code Sec.1197.5.
- **California Government Code** Section 4450**;**
- **The Dymally-Alatorre Bilingual Services Act; Calif. Government Code Sec. 7290 et seq.**
- **The Food Stamp Act of 1977, as amended and in particular Section 272.6.**
- **California Code of Regulations, Title 24, Section 3105A(e)**
- **Removal of Barriers to Inter-Ethnic Adoption Act of 1996, Section 1808**

4.04 Written assurances: Upon request by COUNTY, CONTRACTOR will give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973 and/or the Americans with Disabilities Act of 1990, as may be required by the federal government in connection with this Agreement, pursuant to 45 CFR Sec. 80.4 or 45 CFR Sec. 84.5, and 91; 7 CFR Part 15; and 28 CFR Part 35**,** or other applicable State or federal regulation.

4.05 Written non-discrimination policy: Contractor shall maintain a written statement of its non-discrimination policies which shall be consistent with the terms of this Agreement. Such statement shall be available to employees, recipients of services, and members of the public, upon request.

4.06 Grievance Information: CONTRACTOR shall advise applicants who are denied CONTRACTOR's services, and recipients who do receive services, of their right to present grievances, and of their right to a State hearing concerning services received under this Agreement.

4.07 Notice to Labor Unions: CONTRACTOR shall give written notice of its obligations under paragraphs 4.01 - 4.08 to labor organizations with which it has a collective bargaining or other agreement.

4.08 Access to records by government agencies: CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing, and any state agency providing funds for this Agreement, upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these non-discrimination provisions.

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4.09 Binding on Subcontractors: The provisions of paragraphs 4.01 - 4.08 shall also apply to all of CONTRACTOR's subcontractors. CONTRACTOR shall include the non-discrimination and compliance provisions of these paragraphs in all subcontracts to perform work or provide services under this Agreement.

V. ADDITIONAL REQUIREMENTS

5.01 Covenant Against Contingent Fees: CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement. For breach or violation of this warranty, COUNTY shall have the right to terminate this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

5.02 Debarment, Suspension and Fraud, and Abuse: CONTRACTOR certifies to the best of its knowledge and belief, that it and any subcontractors:

- **a)** Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or State department or agency.
- **b)** Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- **c)** Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses in 5.02(b).
- **d)** Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.

5.03 CONTRACTOR shall report immediately to COUNTY in writing, any incidents of alleged fraud and/or abuse by either CONTRACTOR or its subcontractors.

5.04 CONTRACTOR shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by COUNTY.

5.05 CONTRACTOR agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the debarment/suspension status of any subcontractors.

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VI. CONTRACT ADMINISTRATORS

6.01 Contract Administrator – CONTRACTOR: CONTRACTOR hereby designates its Chief Executive Officer as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of CONTRACTOR shall be under the direction of, or shall be submitted to, the CONTRACTOR's Contract Administrator. CONTRACTOR may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to COUNTY of any such change.

6.02 Contract Administrator – COUNTY: COUNTY hereby designates the Director of Homelessness Strategy and Initiatives Division (CAO-HSI) as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of COUNTY shall be under the direction of, or shall be submitted to, the Director or such other COUNTY employee in the CAO-HSI as the Director may appoint. COUNTY may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to CONTRACTOR of any such change.

VII. CONTRACT DEPENDENT ON GOVERNMENT FUNDING

COUNTY's payments to CONTRACTOR under this Agreement are funded by the State and/or Federal governments. If funds from State and/or Federal sources are not obtained and continued at a level sufficient to allow for COUNTY's purchase of the indicated quantity of services, then 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 COUNTY may specify in its notice, unless in the meanwhile the parties enter into a written Amendment modifying this Agreement.

VIII. APPEAL PROCESS

In the event of a dispute or grievance regarding the terms and conditions of this Agreement, both parties shall abide by the following procedures:

a) CONTRACTOR shall first discuss the problem informally with the designated CAO-HSI Contact/Program Analyst. If the problem is not resolved, CONTRACTOR must, within fifteen (15) working days of the failed attempt to resolve the dispute with Contact/Program Analyst, submit a written complaint, together with any evidence, to the CAO-HSI Director. The complaint must include a description of the disputed issues, the legal authority/basis for each issue which supports CONTRACTOR’s position, and the remedy sought. The CAO-HSI Director shall, within fifteen (15) working days after receipt of CONTRACTOR’s written complaint, make a determination on the dispute, and issue a written decision and reasons, therefore. All written communication shall be pursuant to Section 14. NOTICES of this Agreement. Should CONTRACTOR disagree with the decision of the Director, CONTRACTOR may appeal the decision to the County Administrative Officer (CAO Officer).

b) CONTRACTOR’s appeal of the Director’s decision must be submitted to the CAO Officer within ten (10) working days from the date of the decision; be in writing, state the reasons why the decision is unacceptable, and include the original complaint, the decision that is the subject of appeal, and all supporting documents. Within twenty (20) working

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days from the date of CONTRACTOR'S appeal, the CAO Officer, or his/her designee, shall meet with CONTRACTOR to review the issues raised on appeal. The CAO Officer shall issue a final written decision within fifteen (15) working days of such meeting.

c) CONTRACTOR may appeal the final decision of the CAO Officer in accordance with the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5 commencing with Section 251, or Subchapter 3 commencing with Section 300, whichever is applicable, of the California Code of Regulations).

d) CONTRACTOR shall continue to carry out the obligations under this Agreement during any dispute.

e) Costs incurred by CONTRACTOR for administrative/court review are not reimbursable by COUNTY.

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Step Up on Second Street, Inc.
Soledad Interim Sheltering and Rapid Rehousing Services
MONTHLY INVOICE TEMPLATE

Exhibit E-1



1328 Second St., Santa Monica, CA 90401

Agency Name:	**STEP UP ON SECOND STREET, INC.**
Contract Admin:	Tod Lipka, CEO
Email Address:	Tlipka@stepup.org
Phone Number:	310-394-6889

Date of Invoice:	
Invoice No:	
Contract Term:	Nov. 1, 2024 to June 30, 2027
Vendor Code:	VC*8232
Accounting String:	001-1050-CAO004-8598
Program Code:	ERFG2SOLED
Program Name:	ERF Grant Soledad

Remit Payment Via ELECTRONIC FUND TRANSFER

Invoice Reporting Period Expenses	
Total Monthly Expenses:	
Offset Deduction This Period:	
Total Amount to be Paid:	**$ -**

Account Balances			
Total Budget:	$ 1,717,182.00	**Remaining Budget:**	$ 1,717,182.00
IH Allocation:	$ 1,468,951.00	**IH Balance:**	$ 1,468,951.00
RR Allocation:	$ 248,231.00	**RR Balance:**	$ 248,231.00
Advance Payment:	$ 300,000.00	**Advance Balance:**	$ 300,000.00
		Reported Expenses To Date:	$ -
		Offsets To Date:	$ -
		Total Paid by County to Step Up To Date:	$ 300,000.00

Invoice Reporting Period:

Expenses*							
Expense Categories	**Total Budget**	**Interim Sheltering**	**Rapid Rehousing**	**Monthly Expenses**	**Year to Date IH**	**Year to Date RR**	**Balance Remaining**
Service Coordinators	$ 782,361.00	$ -	$ -	$ -	$ -	$ -	$ 782,361.00
On-Site Peer Support Specialist	$ 35,801.00	$ -	$ -	$ -	$ -	$ -	$ 35,801.00
Program Manager	$ 247,848.00	$ -	$ -	$ -	$ -		$ 247,848.00
Housing Navigator	$ 97,795.00	$ -	$ -	$ -	$ -	$ -	$ 97,795.00
Client Services	$ 163,600.00	$ -	$ -	$ -	$ -	$ -	$ 163,600.00
Program Costs	$ 69,145.00	$ -	$ -	$ -	$ -	$ -	$ 69,145.00
Rapid Rehousing	$ 150,436.00	$ -		$ -	$ -	$ -	$ 150,436.00
Indirect	$ 170,196.00	$ -	$ -	$ -	$ -	$ -	$ 170,196.00
Service Totals:	**$ 1,717,182.00**	$ -	$ -	$ -	$ -	$ -	$ 1,717,182.00

*Attach all itemized invoices if applicable.

Offset Deduction:** $ -

Total Amount to be Paid: **$ -** **Remit Payment Via EFT**

**Per Agreement, Exhibit A-1, Section M: CONTRACTOR shall deduct up to $25,000 of monthly expenses per invoice until the Prepayment Balance is zero.

I certify that this report is correct and complete to the best of my knowledge and that the costs are eligible pursuant to the terms of the contract.

Person Completing Invoice Title

Authorizing Signature Date

County Contract Manager Approval Date

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STEP UP ON SECOND STREET, INC.
ERF-3-R GRANT QUARTERLY REPORTING TEMPLATE
SOLEDAD INTERIM HOUSING SERVICES

EXHIBIT I -1

1328 Second Sgreet
Santa Monica, CA 90401

Email Report to: federicos@countyofmonterey.gov
cc: wilsonr@countyofmonterey.gov

Interim Sheltering Allocation:	**$1,468,951.00**
Rapid Rehousing Allocation:	**$248,231.00**
Total Contract Amount:	**$1,717,182.00**

Agency Name:	**STEP UP ON SECOND STREET, INC.**
Contract Admin:	Tod Lipka, CEO
Email Address:	Tlipka@stepup.org
Phone Number:	310-394-6889

Reporting Period:

Report is Due the 15th of Every Quarter

Eligible Use Category	Remaining Balance	Expended This Period
Interim Sheltering:	$1,468,951.00	
Rapid Rehousing:	$248,231.00	
Total Balance:	**$1,717,182.00**	**$0.00**

Summary of Performance Activities Outlined in Exhibit A-1. Section F: Description of Services. Each quarterly report shall include a short narrative of program outcomes and impacts for the reporting period, reflecting the progress of their ERF-3-R program.
Program Milestone Progress Program Challenges Program Success Stories

***Budget Modification Required?:** *If yes, attach updated budget.

I certify that this report is correct and complete to the best of my knowledge and that the costs are eligible pursuant to the terms of the contract.

Person Completing Quarterly Report | Title

Authorizing Signature | Date

County Contract Manager Approval

Date

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HOUSING FIRST MANDATE

This Exhibit J ("Exhibit") is hereby incorporated into and made part of the Agreement dated November 1, 2024 ("Agreement") by and between the County of Monterey and Step Up on Second Street, Inc. (“CONTRACTOR”). The purpose of this Exhibit is to establish requirements under Senate Bill (SB) 1380, which mandates all state-funded housing programs to utilize Housing First principles (WIC § 8255). Housing First is an evidence-based, client-centered approach that recognizes housing as necessary to make other voluntary life changes, such as seeking treatment or medical care. This approach is in contrast with the traditional model of rewarding “housing readiness.” The goal of Housing First is to provide housing to individuals and families quickly with as few obstacles as possible, along with voluntary support services according to their needs.

According to Housing First law, the “Core components of Housing First” means all of the following:

a. Tenant screening and selection practices that promote accepting applicants regardless of their sobriety or use of substances, completion of treatment, or participation in services.
b. Applicants are not rejected on the basis of poor credit or financial history, poor or lack of rental history, criminal convictions unrelated to tenancy, or behaviors that indicate a lack of “housing readiness.”
c. Acceptance of referrals directly from shelters, street outreach, drop-in centers, and other parts of crisis response systems frequented by vulnerable people experiencing homelessness.
d. Supportive services that emphasize engagement and problem solving over therapeutic goals and service plans that are highly tenant-driven without predetermined goals.
e. Participation in services or program compliance is not a condition of permanent housing tenancy. Tenants have a lease and all the rights and responsibilities of tenancy, as outlined in California’s Civil, Health and Safety, and Government codes.
f. The use of alcohol or drugs in and of itself, without other lease violations, is not a reason for eviction.
g. In communities with coordinated assessment and entry systems, incentives for funding promote tenant selection plans for supportive housing that prioritize eligible tenants based on criteria other than “first-come-first serve,” including, but not limited to, the duration or chronicity of homelessness, vulnerability to early mortality, or high utilization of crisis services. Prioritization may include triage tools, developed through local data, to identify high-cost, high-need homeless residents.
h. Case managers and service coordinators who are trained in and actively employ evidence-based practices for client engagement, including, but not limited to, motivational interviewing and client-centered counseling.
i. Services are informed by a harm-reduction philosophy that recognizes drug and alcohol use and addiction as a part of tenants’ lives, where tenants are engaged in nonjudgmental communication regarding drug and alcohol use, and where tenants are offered education

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regarding how to avoid risky behaviors and engage in safer practices, as well as connected to evidence-based treatment if the tenant so chooses.

j. The project and specific apartment may include special physical features that accommodate disabilities, reduce harm, and promote health and community and independence among tenants.

These components are the minimum efforts required by California State law; however, it is encouraged that all contracted agencies seek trainings to discover other ways you can embed a true Housing First philosophy into your program.

Non-Compliance and Remedies

Failure to comply with Housing First requirements may result in corrective actions, including but not limited to:

- Required remedial training; and
- Withholding of funding until compliance is achieved; and
- Termination of this Agreement for repeated non-compliance.

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COORDINATED ENTRY REQUIREMENTS

This Exhibit K ("Exhibit") is hereby incorporated into and made part of the Agreement dated November 1, 2024 ("Agreement") by and between the County of Monterey and Step Up on Second Street, Inc. (“CONTRACTOR”). The purpose of this Exhibit is to establish mandatory requirements for the use of the Coordinated Entry System in accordance with federal, state, and local regulations.

Coordinated Entry is a standardized process used by homeless service systems to ensure that people experiencing or at risk of homelessness are quickly and equitably connected to available housing and services. It is required by the U.S. Department of Housing and Urban Development (HUD) and some State of California homeless programs and aims to prioritize assistance based on vulnerability and need rather than on a first-come, first-served basis.

Key Components of Coordinated Entry:

1. **Standardized Assessment:** Uses a common tool identified by the Coalition of Homeless Services Providers, as the lead Continuum of Care (“CoC”) lead agency, to evaluate individuals’ and families’ needs and vulnerabilities.
2. **Prioritization:** Allocates housing and services based on established criteria, often prioritizing people who are chronically homeless, highly vulnerable, or have the highest needs.
3. **Referral Process:** Matches individuals to the most appropriate available housing and services, such as Permanent Supportive Housing (PSH), Rapid Rehousing (RRH), or Transitional Housing.
4. **Accessibility:** Ensures that all populations, including those with disabilities or language barriers, can access services equitably.
5. **Streamlined Entry System:** Reduces the need for individuals to navigate multiple agencies by centralizing access to resources.

Coordinated Entry is designed to improve the efficiency of homelessness response systems, reduce barriers to housing, and ensure that limited resources are used effectively. In Monterey and San Benito Counties, Coordinated Entry, locally known as the Coordinated Assessment and Referral System (“CARS”), is managed through the local Homeless Management Information System (“HMIS”).

For the purposes of this agreement, CONTRACTOR is hereby mandated to: (Check all that apply.)

☒ Enter all clients experiencing homelessness into CARS for consideration of housing options made available through the program.

☐ Receive client referrals solely through CARS.

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☐ Receive client referrals through CARS and other means established in EXHIBIT A of this Agreement.

CONTRACTOR RESPONSIBILITIES

1. **Purpose and Compliance**
   - 1.1. CONTRACTOR shall utilize CARS to ensure that all homeless individuals and families are assessed and prioritized for housing and services in a standardized, equitable, and transparent manner.
   - 1.2. CONTRACTOR shall comply with the requirements set forth in the U.S. Department of Housing and Urban Development (HUD) Continuum of Care (CoC) Program and Emergency Solutions Grant regulations, including 24 CFR Part 578 and the HUD Coordinated Entry Notice.
   - 1.3. CONTRACTOR shall adhere to the CARS Policies and Procedures established by the Coalition of Homeless Services Providers, the local Continuum of Care ("CoC") lead agency, to ensure consistency, fairness, and efficiency in housing referrals and service provision.
2. **Data Entry and Reporting Requirements**
   - 2.1. CONTRACTOR shall enter accurate, complete, and timely data into CARS within 3 business days of client assessment, referral, or service provision.
   - 2.2. CONTRACTOR shall ensure all program participants complete the required Release of Information form prior to data entry in accordance with the CoC's privacy policies.
   - 2.3. CONTRACTOR shall ensure client assessments are updated every 6 months or whenever there is a significant change to the client's situation for duration of their unsheltered and/or homeless status.
   - 2.4. CONTRACTOR shall contact inactive clients in the CARS program, reassess their participation, and either exit them from the program or assist in their continued enrollment based on the outcome of those contacts. The CONTRACTOR shall maintain records of these interactions in the client's profile in the HMIS.
3. **Privacy and Security Compliance**
   - 3.1. CONTRACTOR shall comply with all applicable privacy and confidentiality regulations, including but not limited to the CARS Privacy and Security Standards, HUD Confidentiality Standards, and the Health Insurance Portability and Accountability Act (HIPAA) if applicable.
   - 3.2. CONTRACTOR shall ensure all CARS users complete trainings as required by the CoC.
   - 3.3. CONTRACTOR shall implement appropriate security measures, including password protections, data encryption, and access controls, to prevent unauthorized access or data breaches.
4. **Non-Compliance and Remedies**
   - 4.1. Failure to comply with CES requirements may result in corrective actions, including but not limited to:
     - 4.1.1. Required remedial training; and

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4.1.2. Temporary suspension of CES access; and
4.1.3. Withholding of funding until compliance is achieved; and
4.1.4. Termination of this Agreement for repeated non-compliance.

4.2. CONTRACTOR shall work in good faith to resolve any CES-related deficiencies identified during audits or compliance reviews.

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HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS) REQUIREMENTS

This Exhibit L ("Exhibit") is hereby incorporated into and made part of the Agreement dated November 1, 2024 ("Agreement") by and between the County of Monterey and Step Up on Second Street, Inc. (“CONTRACTOR”). The purpose of this Exhibit is to establish mandatory requirements for the use of the Homeless Management Information System ("HMIS") in accordance with 24 CFR 578, AB 977, and local regulations.

1. **Purpose and Compliance**
   - **1.1.** CONTRACTOR shall utilize HMIS to collect, manage, and report client-level data and program performance for all homeless services funded under this Agreement.
   - **1.2.** CONTRACTOR shall comply with the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act, the U.S. Department of Housing and Urban Development (HUD) HMIS Data Standards, California State Assembly Bill 977, and all applicable federal, state, and local requirements.
   - **1.3.** CONTRACTOR shall adhere to the HMIS Policies and Procedures established by the Coalition of Homeless Services Providers, Monterey/San Benito Counties’ local Continuum of Care ("CoC") lead agency to ensure consistency, privacy, and security of client data.
   - **1.4.** CONTRACTOR shall dedicate at least one decision-making level staff person to participate in the CoC’s HMIS Oversight Committee to represent the agency.
2. **Data Entry and Reporting Requirements**
   - **2.1.** CONTRACTOR shall enter accurate, complete, and timely data into HMIS within 3 business days of client interactions or service provision.
   - **2.2.** CONTRACTOR shall ensure all program participants complete the required HMIS Release of Information prior to data entry in accordance with the CoC’s privacy policies.
   - **2.3.** CONTRACTOR shall participate in the annual sheltered point-in-time count and housing inventory count in accordance with the CoC’s policies and procedures.
   - **2.4.** CONTRACTOR shall maintain a minimum of a 99% data completeness record for transitional housing, permanent supportive housing, rapid re-housing and other permanent housing projects. Outreach projects are expected to collect at least 85% of the data elements required in HMIS.
   - **2.5.** CONTRACTOR shall partner with the CoC to resolve data collection errors identified in the annual Longitudinal Systems Analysis (LSA) in a timely fashion.
3. **Privacy and Security Compliance**
   - **3.1.** CONTRACTOR shall comply with all applicable privacy and confidentiality regulations, including but not limited to the HMIS Privacy and Security Standards, HUD Confidentiality Standards, and the Health Insurance Portability and Accountability Act (HIPAA) if applicable.

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3.2. CONTRACTOR shall ensure all HMIS users complete annual security and privacy training as required by the CoC.

3.3. CONTRACTOR shall implement appropriate security measures, including password protections, data encryption, and access controls, to prevent unauthorized access or data breaches.

4. HMIS User Access and Training

4.1. CONTRACTOR shall designate an HMIS Lead User responsible for managing user accounts, ensuring compliance, and serving as the primary contact for HMIS-related matters.

4.2. All HMIS users must complete initial and ongoing training as required by the CoC to maintain system access.

4.3. The Agency shall immediately notify the HMIS Administrator of any staff changes that affect system access and shall deactivate access for former employees within 3 business days.

5. Non-Compliance and Remedies

5.1. Failure to comply with HMIS requirements may result in corrective actions, including but not limited to:

5.1.1. Required remedial training;

5.1.2. Temporary suspension of HMIS access;

5.1.3. Withholding of funding until compliance is achieved;

5.1.4. Termination of this Agreement for repeated non-compliance.

5.2. The Agency shall work in good faith to resolve any HMIS-related deficiencies identified during audits or compliance reviews.

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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:

Step Up on Second Street, Inc.

(hereinafter "CONTRACTOR").

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

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services to be provided are generally described as follows:

Provide the estimated 40 unsheltered occupants currently living in an encampment area with temporary shelter at the Soledad Interim Housing Facility and the Motel 6, and access to housing navigation, rapid rehousing, case management, supportive services, and linkage to care until all occupants have transitioned to other housing by June 30, 2027.

2.0 PAYMENT PROVISIONS:

2.1 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: **$** 1,701,964.00.

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from retroactive to 11/01/2024 **to** 06/30/2027, 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: See Page 11(a) for list of Exhibits.

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5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

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

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

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

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.05 The Parties agree that CONTRACTOR and its subcontractors shall be reimbursed for mileage based upon the Internal Revenue Service (IRS) standard business mileage rate at the time of travel.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

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7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

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

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

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

9.02 **Qualifying Insurers:** All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

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9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include 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.)

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If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Waiver of Subrogation:

CONTRACTOR hereby grants to County a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the County by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

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Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County,

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to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION:

11.1 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.

13.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

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13.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	**FOR CONTRACTOR:**
Roxanne Wilson, Homeless Services Director	Tod Lipka, CEO
Name and Title	Name and Title
168 W. Alisal Street, 3rd Floor, Salinas, CA 93901	1329 Second Street, Santa Monica, CA 90401-1122
Address	Address
831-755-5445	(310) 394-6889 ext 1626
Phone:	Phone:

16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

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16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.

16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

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16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.2 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.3 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

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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: Tom Spencer 30F2300D718745F...

Contracts/Purchasing Officer

Date: 1/13/2025 | 4:42 PM PST

By: DocuSigned by: Deborah Paolinelli DFCFE819B75E478...

Department Head (if applicable)

Date: 1/14/2025 | 11:37 AM PST

Approved as to Form
Office of the County Counsel[1]
Susan K. Blitch, County Counsel

By: DocuSigned by: Anne Brereton A4609E25D263489...

County Counsel

Date: 12/9/2024 | 11:21 AM PST

Approved as to Fiscal Provisions

By:

Auditor/Controller

Date:

Approved as to Liability Provisions
Office of the County Counsel-Risk Management

By: Signed by: David Bolton 68FDC263FE6243C...

David Bolton, Risk Manager

Date: 12/10/2024 | 7:53 AM PST

CONTRACTOR

STEP UP ON SECOND STREET INC.

Contractor/Business Name *

By: Signed by: Tod Lipka, CEO C2DFB43A0947482...

(Signature of Chair, President, or Vice-President)

Tod Lipka, CEO

Name and Title

Date: 12/9/2024 | 7:46 AM PST

By: DocuSigned by: Alan Darby DB105BB9F84B423...

(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Alan Darby, Board Treasurer and Officer

Name and Title

Date: 12/9/2024 | 9:30 AM PST

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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LIST OF EXHIBITS

STEP UP ON SECOND STREET, INC.

Exhibit A	Scope of Services/Payment Provisions
Exhibit B	Encampment Site Map
Exhibit C	Budget
Exhibit D	Additional Provisions
Exhibit E	Invoice Template
Exhibit F	Participant Animal Guidelines
Exhibit G	HIPAA Certification
Exhibit H	Operational Emergency Shelter Standards
Exhibit I	Quarterly Reporting Template

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STEP UP ON SECOND STREET, INC. ("CONTRACTOR")
ENCAMPMENT FUNDING RESOLUTION PROGRAM OF SOLEDAD

A. **FUNDING AMOUNT** **$1,701,964.00** **ERF-3-R Funding**

B. **CONTRACT TERM** Retroactive to November 1, 2024 to June 30, 2027

C. **CONTACT INFORMATION**

COUNTY Contract Manager:	County of Monterey Administrative Office Sarah Federico, Management Analyst II 168 W. Alisal St, 3rd Floor Salinas, CA 93901 Phone: (831) 755-5341 federicos@co.monterey.ca.us
COUNTY Contract Monitor:	County of Monterey Administrative Office Dania Valdez, Management Analyst I 168 W. Alisal St., 3rd Floor, Salinas, CA 93901 Phone: (831) 796-3049 Valdezd2@countyofmonterey.gov
COUNTY Partner Information:	City of Soledad (City) Beatriz Trujillo, City Housing Analyst 248 Main Street, Soledad, CA 93960 (831) 223-5056 btrujillo@cityofsoledad.gov
CONTRACTOR Information:	Step Up on Second Street, Inc. Tod Lipka, CEO 1328 Second St. Santa Monica, CA 90401-1122 Phone: (310) 394-6889 ext.1626 TLipka@stepup.org
Location of Interim Housing and Services:	City of Soledad – Interim Housing Facility 990 Los Coches Road Soledad, CA 93960 Motel 6 Motel 1155 Front Street Soledad, CA 93960

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D. **SUBAWARD INFORMATION:**
SUBAWARD: HCD Encampment Resolution Funding, round 3 (ERF-3-R)
CONTRACTOR UEI Number: JA9DL54US3E3
Date County Awarded Funding: April 18, 2024
CFDA Passthrough Information and Dollar Amount: N/A
Federal Award Identification Number (FAIN): N/A
Federal Award Description: N/A
Research and Development: No
Maximum Allowable Indirect Cost Rate: 10%

E. **BACKGROUND**
Step Up on Second Street, Inc. ("CONTRACTOR") is a 501(c)(3) non-profit organization and a full-service mental health agency serving communities nationwide since 1994 with permanent and interim supportive housing services. CONTRACTOR is a recognized industry leader in providing housing navigation and supportive housing services in Monterey County. This Agreement with CONTRACTOR will provide unsheltered individuals living in an encampment located along the Salinas River adjacent to the City of Soledad ("Soledad") with access to low-barrier, temporary living facilities and comprehensive supportive services in a housing-focused service model ("program"). The overall goals for the program are to connect 90% of program participants with access to services and interim housing and to exit 75% of program participants into permanent housing or other types of housing by June 30, 2027. This program is a collaborative partnership with Soledad that will share in the development, management, operations, and programmatic oversight of the full program.

F. **DESCRIPTION OF SERVICES**
CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

F.1 CONTRACTOR shall provide interim housing at the locations listed in Section C and access to supportive services, including housing navigation, and rapid re-housing services to an estimated 40 unsheltered occupants currently living in an encampment located in the Salinas Riverbed near Soledad (**EXHIBIT B)**.

F.1.a. CONTRACTOR shall provide low-barrier access to "screen in" referred individuals in coordination with Soledad's Outreach Coordinator.

F.1.b. CONTRACTOR shall coordinate bed/unit assignments as necessary in coordination with Soledad.

F.2 CONTRACTOR shall provide comprehensive supportive services utilizing a Housing First, trauma informed, harm reduction approach to the program participants living at the Motel 6[1] and Soledad's Interim Housing Facility until all program participants have transitioned to other types of housing and/or permanent housing, no later than June 30, 2027. Participant referrals shall be coordinated with Soledad's Outreach Coordinator, for up to 26 clients at any given time.

F.2.a. CONTRACTOR will provide program participants with access to the following services: case management, rapid re-housing and housing navigation, assistance obtaining public benefits and securing documentation, education and employment services, housing retention skills, legal assistance, family connection services, life

[1] The Soledad Street Outreach and Interim Motel Voucher programs are defined in a separate executed Agreement between Soledad and the County.

skills activities, rehabilitations, emotional skills building.

F.2.b. CONTRACTOR shall provide program participants with access to services every day of the week, excluding Sundays, during the hours of 8:00 a.m. to 10:00 p.m.

F.3 CONTRACTOR shall ensure that services are provided within Evidence-Based Best Practices and in compliance with the core components of Housing First, as described in Welfare and Institutions Code Section 8255, subdivision (b). Individuals and families assisted with ERF-3-R funds must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, housing, or other services for which these funds are used.

F.4 CONTRACTOR shall coordinate the provision of daily meals for program participants temporarily living at the Interim Housing Facility in coordination with Soledad's Outreach Coordinator. The daily provision of meals for program participants at the Motel 6 is provided for by Soledad's Street Outreach and Interim Motel Voucher Program through a separate agreement between the COUNTY[1] and Soledad.

F.5 CONTRACTOR shall assist all program participants in coordination with Soledad, in developing a person-centered Individual Service Plan (ISP) or similar detailed individualized plan of the supports, activities, and resources required to achieve personal goals and that outlines the decisions made during a person-centered process of planning and information gathering.

F.6 CONTRACTOR shall match the level of services to the identified needs of individual program participants to both mitigate harm and support each participant's success toward reaching their individualized goals.

F.7 CONTRACTOR shall ensure case managers provide the stability of the daily on-site participant support and linkages with local homeless service providers, Behavioral Health, and Social Services, and will offer appropriate and facilitate participant referrals to off-site services, such as health care.

F.8 CONTRACTOR shall assist all program participants with transportation to access off-site services and activities related to their housing goals.

F.9 CONTRACTOR shall ensure the Interim Housing facilities are pet-friendly and managed in accordance with recommended pet friendly best practices (**EXHIBIT F,** Participant Animal Guidelines).

F.9.a. Ensure all pets are registered and all pet owners receive and sign a pet notice of responsibility.

F.9.b. Enforce pet owner care responsibilities as outlined in **EXHIBIT F,** Participant Animal Guidelines and intervene if necessary to ensure health and safety of animals and program participants.

F.10 CONTRACTOR shall ensure Soledad's Interim Housing Facility is kept in the utmost cleanliness, where interior and exterior floors are cleared each day as needed and will inspect the perimeter of the facility to ensure that all trash is collected daily.

F.10.a. CONTRACTOR may provide staff and/or outsource weekly to perform cleaning services.

F.11 CONTRACTOR shall comply with all Soledad Fire Department regulations.

F.12 CONTRACTOR shall establish a no-fee, facility use agreement with Soledad for use of the Interim Housing Facility located at 990 Los Coches Road, Soledad, CA 93960, upon notification of the certificate of occupancy until June 30, 2027. CONTRACTOR shall ensure the following provisions are included in the facility use agreement:

F.12.a. Protocol to provide staff schedules for the Soledad Interim Housing Facility to ensure there is coverage for scheduling gaps and a notification plan for any

unexpected coverage gaps.

F.12.b. Communication protocol with Soledad's Police Department to ensure the safety of staff and program participants to minimize the impact of the Interim Housing Facility on the neighboring community in coordination with the selected onsite Security provider.

F.12.c. List of Soledad's responsibilities for provision of property utilities, maintenance, and onsite security at the facility during facility use.

F.12.d. List of CONTRACTOR's responsibilities for cleaning services at the facility.

F.12.e. **EXHIBIT F,** Participant Animal Guidelines.

F.12.f. Any compliance requirements required by the City of Soledad and/or Soledad's Fire Department regulations for facility usage.

G. **SERVICE GOALS AND OUTCOMES**

CONTRACTOR shall seek to achieve the following service goals and outcomes as outlined in the ERF-3-R application during this contract term:

G.1 Provide safe and secure shelter for up to 16 unduplicated individuals at any given time at Soledad's Interim Housing Facility.

G.2 Provide supportive services for up to 26 unduplicated individuals at any given time at both location sites.

G.3 Utilize internal/external data management systems to track individual case notes, living plans and goals met.

G.4 65% of program participants will secure interim housing at both location sites by June 30, 2025 in coordination with Soledad's Outreach Program.

G.5 90% of program participants of the encampment site will receive connection to supportive services and interim housing by June 30, 2025.

G.6 15% of program participants will secure permanent housing by June 30, 2027.

G.7 75% of program participants shall exit into transitional and/or permanent supportive housing by June 30, 2027.

H. **TRAVEL/TRAINING REIMBURSEMENT:**

H.1 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 Microsoft Word - County Travel Bus Expense Policy 12 5 12.doc (monterey.ca.us). To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when. CONTRACTOR shall receive compensation for mileage reimbursement up to the rates listed online at www.irs.gov.

I. **CONTRACTOR RESPONSIBILITIES**

I.1 CONTRACTOR agrees to cooperate fully with the COUNTY and Soledad in all matters related to data collection, management, and oversight to ensure compliance with the California Department of Housing and Community Development ("HCD") requirements and in accordance with **EXHIBIT D, Additional Provisions**.

I.2 CONTRACTOR shall inform the COUNTY immediately of failure to perform any component of this executed agreement**.**

I.3 CONTRACTOR shall submit quarterly written reporting as required and defined in Section J, and monthly invoices defined in **Section I of EXHIBIT D**.

I.4 CONTRACTOR shall provide informal monthly updates to the COUNTY and Soledad including capacity counts for the Interim Housing Facility and general feedback to maintain strong communication regarding operations and services.

I.5 CONTRACTOR agrees to coordinate and issue program participant satisfaction surveys to all participants shortly following intake to the program and every 6 months thereafter; to use feedback received to improve services and guest care and to include findings and responses in annual outcomes report. CONTRACTOR shall make survey results available to COUNTY upon request as part of routine contract monitoring.

I.6 CONTRACTOR shall participate in annual monitoring activities conducted by COUNTY and Soledad staff which may include HCD program representatives.

I.6.a. Monitoring may be conducted as a site-visit or desk review. Monitoring activities will evaluate fiscal integrity, customer service, program management, and data collection & reporting procedures. In accordance with this contract's signed Health Insurance Portability & Accountability Act ("HIPAA") agreement (**EXHIBIT G**), CONTRACTOR shall make client files available to authorized County and/or Soledad staff and HCD ERF-3-R program representatives as sample data to verify agency compliance with contract requirements and reported outcome data as necessary.

I.6.b. This provision also includes allowing visits related to the project and film, tape, photograph, interview, and otherwise documentation of operations during normal business hours and with reasonable advance notice. Any outside visitors shall adhere to best practices that respect the privacy of program participants.

I.7 CONTRACTOR shall develop operational policies and procedures for program management, including intake, case management, and service provision incorporating **EXHIBIT H**, County Adopted Operational Emergency Shelter Standards.

I.8 CONTRACTOR agrees that the program will prioritize referrals received through the referral process established by Soledad's Street Outreach Program.

I.9 CONTRACTOR shall establish a Good Neighbor Policy approved by the COUNTY and Soledad.

I.10 CONTRACTOR shall incorporate Enhanced Care Management (ECM) into their services plan for the program.

I.11 CONTRACTOR shall ensure compliance with AB977 regarding any ERF-3-R required data collection in the Homeless Management Information System.

I.11.a. CONTRACTOR shall participate in and provide data elements, including, but not limited to, health information in a manner consistent with federal law, to the statewide Homeless Management Information System (known as the Homeless Data Integration System or HDIS"), as required by Health and Safety Code section 50220.6. Any health information provided to, or maintained within, the statewide Homeless Management Information System shall not be subject to public inspection or disclosure under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code).

I.11.b. CONTRACTOR shall establish three new programs in HMIS:

1. <u>Soledad Shelter Program:</u>
   - Project Type: Emergency Shelters (ES)
   - ES Subtype: Entry/Exit
   - Operating Start Date: November 1, 2024
   - Housing Type: Site-Based in single location

- HMIS Grant ID: CALICH-COU-020_CA-HCD-ERF3R

2. Motel 6 Program:
   - Project Type: Emergency Shelter (ES)
   - ES Subtype: Entry/Exit
   - Operating Start Date: November 1, 2024
   - Housing Type: Site-based in a single location
   - HMIS Grant ID: CALICH-COU-020_CA-HCD-ERF3R
3. Rapid Re-Housing Program:
   - Project Type: PH Rapid Re-Housing
   - RRH Subtype: RRH: Housing with or without services
   - Operating Start Date: November 1, 2024
   - Housing Type: Tenant-based scattered-site
   - HMIS Grant ID: CALICH-COU-020_CA-HCD-ERF3R

I.11.c. CONTRACTOR acknowledges that the COUNTY reserves the right to terminate this agreement if data is not collected in accordance with CA506 data standards.

I.12 CONTRACTOR shall ensure services are Americans with Disabilities Act (ADA) compliant.

I.13 CONTRACTOR and its subcontractors, hereby certify under penalty of perjury under the laws of the State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 Cal. GOV Code § 8350.

I.14 CONTRACTOR shall notify the COUNTY and Soledad immediately of any incidents that must be reported and/or that may require a response to the public or elected officials.

I.15 CONTRACTOR shall immediately notify COUNTY and Soledad of any significant issues with program participants; time is of the essence. Significant issues include but are not limited to disciplinary or safety issues that impact program participants' stay in any of the Interim Housing sites.

I.16 CONTRACTROR shall immediately notify the COUNTY and Soledad of any changes to managerial or supervisory staffing and/or contact information.

I.17 All activities regarding CONTRACTOR budget, timeline, scope of work and payment provisions/invoicing must be authorized and approved by COUNTY.

I.18 CONTRACTOR shall recruit and train staff members responsible for program management, and onsite-peer support.

I.19 CONTRACTOR shall ensure that all services and program documents are provided in the Spanish language at minimum and when other languages are needed utilize any resources necessary to accommodate.

I.20 CONTRACTOR shall provide incontinence and feminine hygiene products, including, but not limited to, sanitary napkins, tampons, and panty liners, to program participants as needed, free of charge. Obligation to satisfy this requirement is subject to the availability of funds, however, CONTRACTOR shall make attempts to coordinate or request donations when funds are not available and collect data on the cost, demand, and utilization to help inform future resources to support this service.

I.21 CONTRACTOR shall ensure the program is accessible and welcoming to each of the following clients: residents with mental illness and/or disabilities, LGBTQ+, Minors, and survivors of domestic violence and human trafficking.

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J. **REPORTING INSTRUCTIONS AND SUBMISSION**

J.1 CONTRACTOR shall attend at least one (1) status meeting with COUNTY and Soledad per week to ensure regular communication regarding services and operations. If CONTRACTOR is unable to attend a regularly scheduled meeting, CONTRACTOR shall provide notification and status report via email to the COUNTY Contract Manager and COUNTY Partner listed in Section C.

J.2 CONTRACTOR shall submit monthly invoices submitted on the 10th of the month following the month services are provided as defined in Section N.

J.3 CONTRACTOR shall provide COUNTY with quarterly written reports addressing performance of activities outlined in Section F: Description of Services and quarterly expenditures per eligible use categories detailed in the budget (**EXHIBIT C)**.

J.3.a. CONTRACTOR shall submit signed original quarterly reports via email to the County Contract Manager and CC: to COUNTY Partner listed in Section C, using the reporting template (**EXHIBIT I).**

J.3.b. CONTRACTOR shall attach a quarterly anonymized person served list illustrating the housing outcomes of each person served by the ERF-3-R program.

J.4 CONTRATOR shall submit Quarterly expenditure and activity reports by the following deadlines:

Due Date	Reporting Period Beginning date	Reporting Period End Date
January 15, 2025	October 1 2024	December 31, 2024
April 15, 2025	January 1, 2025	March 31, 2025
July 15, 2025	April 1, 2025	June 30, 2025
October 15, 2025	July 1, 2025	September 30, 2025
January 15, 2026	October 1, 2025	September 30, 2025
April 15, 2026	January 1, 2026	March 31, 2026
July 15, 2026	April 1, 2026	June 30, 2026
October 15, 2026	July 1, 2026	September 30, 2026
January 15, 2027	October 1, 2026	December 31, 2026
April 15, 2027	January 1, 2027	March 31, 2027
July 15, 2027	April 1, 2027	June 30, 2027
October 31, 2027	October 1, 2024	June 30, 2027

J.5 CONTRACTOR shall submit Annual reports on July 15th of each year in alignment with the ERF-3-R annual reporting periods with the following narrative information:

J.5.a. Program Objectives
J.5.b. Program Challenges
J.5.c. Program Success Stories
J.5.d. Attach an anonymized person served list illustrating the housing outcomes of each person served by the ERF-3-R program.

J.6 CONTRACTOR shall provide upon request, information and documentation on service delivery models developed with grant funds to designated staff from the COUNTY and Soledad. This includes any necessary materials to study the program or replicate it for implementation across the State of California.

J.7 CONTRACTOR shall maintain adequate records to support the reported statistics regarding beneficiary characteristics and services provided under the ERF-3-R funding.
J.7.a. Records demonstrating that funded activities meet the objectives of the ERF-3-R program.
J.7.b. Records are required to determine the eligibility of activities per eligible use.

J.8 CONTRACTOR shall participate in **annual contract monitoring** conducted by the COUNTY to review fiscal integrity, customer service, business management, and service delivery and may include an on-site visit. Completion of this measure shall be documented through the issuance of a contract monitoring report to be provided by the **County Contract Monitor** listed in Section C.

K. ADDITIONAL REPORTING INSTRUCTIONS - TIMELINE & MILESTONES

K.1 CONTRACTOR will follow the following timeline with set milestones:

Start Date	End Date	Milestone Accomplished
November 2024	March 2025	Hire staff for program Operations and Supportive Services for all program participants.
November 2024	March 2025	Development of operational policies and procedures for Interim Housing program management, including intake, case management, and service provisions.
November 2024	March 2025	Participate in coordinated outreach efforts facilitated by Soledad's Street Outreach program to provided linkages to encampment occupants to relevant services as necessary.
November 2025	June 2025	• 65% of encampment occupants will secure Interim Housing at facility and Motel 6. • 90% of program participants will be connected to Step Up supportive services.
April 2025	June 2027	• 75% of program participants will be served by the program end date of June 30, 2027. • 15% of program participants will secure permanent housing by June 30, 2027.

L. FINANCIAL OVERSIGHT AND ACCOUNTING

L.1 CONTRACTOR shall ensure all program operations and objectives advance ERF-3-R's objective and fall within the following Eligible Use categories:

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Eligible Use Category	Eligible Activities Applied to the Eligible Population
Rapid Rehousing	Rapid rehousing, including housing identification services, rental subsidies, security deposits, incentives to landlords, and holding fees for eligible persons, housing search assistance, case management and facilitate access to other community-based services.
Interim Housing	Interim Housing, limited to newly developed clinically enhanced congregate shelters, new or existing non-congregate shelters, and operations of existing navigation centers and shelters based on demonstrated need that are well suited for eligible persons.

L.1.a. CONTRACTOR shall submit invoices utilizing the template approved by COUNTY described in Section I of **EXHIBIT D**.

L.2 CONTRACTOR shall collaborate with COUNTY to prepare and submit budget modifications as needed.

L.3 All proceeds from any interest-bearing account established by the CONTRACTOR for the deposit of ERF-3-R funds, along with any interest-bearing accounts must be used for eligible activities and reported on as required by the HCD and reported to the County in quarterly reporting defined in Section J of this Agreement.

L.4 ERF-3-R program funds shall not be used for costs associated with activities in violation, conflict, or inconsistent with HSC Sections 50250 – 50254, other applicable laws, the terms and conditions of this Agreement, CONTRACTOR nor their agents shall directly or indirectly use ERF awards for any use or activity that is in violation, conflict, or inconsistent with the legislative intent of the authorizing statute to ensure the safety and wellness of people experiencing homelessness in encampments. ERF-funded activities that cause a traumatic effect are inconsistent with ensuring the safety and wellness of people experiencing homelessness in encampments.

L.5 ERF-3-R program funds shall not be used to supplant existing local funds for homeless housing, assistance, prevention, or encampment resolution including encampment site restoration or waste management.

L.6 CONTRACTOR acknowledges that this Agreement is valid and enforceable only if sufficient ERF-3-R funds are made available to COUNTY for the administration of the services under this Agreement.

L.7 In the event ERF-3-R funding is terminated, reduced, or the CONTRACTOR breaches any of the duties under this Agreement, CONTRACTOR agrees to cooperate with COUNTY to return any unused funds including any initial payments made within thirty (30) days of written notice from the COUNTY.

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M. **PAYMENT PROVISIONS**

M.1 COUNTY shall pay CONTRACTOR according to the terms set forth in **EXHIBIT D, Section I**, PAYMENT BY COUNTY, of this Agreement.

M.2 The total maximum amount payable to CONTRACTOR for the period November 1, 2024, through June 30, 2027, shall not exceed **one million seven hundred one thousand one hundred sixty-four dollars and zero cents ($1,701,164.00)** as set forth in **EXHIBIT C,** Budget.

M.3 CONTRACTOR shall submit original signed invoices, monthly to COUNTY setting for the amount claimed by the 10th day of the month in which services were performed on the form set forth in **EXHIBIT E. The final invoice is due no later than the 10th of July 2027.**

M.4 An initial payment of **three hundred thousand dollars and zero cents ($300,000)** shall be paid to the CONTRACTOR upon execution of this Agreement and will be offset by up to **twenty-five thousand dollars and zero cents ($25,000) from monthly invoices until the *initial payment* funds are expended.** The initial payment will have a certified invoice, which will be approved by the COUNTY Homelessness Strategy and Initiatives Division for advanced work to hire program staff, purchase program supplies and equipment and provide interim sheltering and rapid rehousing to program participants with immediate needs. All payments after the initial payment to the CONTRACTOR will be paid to the CONTRACTOR thirty (30) days after a certified invoice is provided to the Auditor-Controller.

M.5 Except for the initial payment, CONTRACTOR shall submit monthly invoices until all remaining ERF-3-R funds are exhausted or completion of the Agreement, whichever occurs first. The monthly invoice shall set forth the total amount to be paid for the services performed under this Agreement for the previous month, together with an itemized basis for the amounts claimed and a deduction per the instructions in M.4, 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 Auditor-Controller for payment. The COUNTY Auditor-Controller shall pay the amount certified within thirty (30) days of receiving the invoice.

N. **INVOICING INSTRUCTIONS & SUBMISSION**

N.1 CONTRACTOR shall submit original signed monthly invoices with supportive documentation to the COUNTY Contract Manager listed in Section C and to HomelessServices@countyofmonterey.gov setting forth the amount to be paid by the 10th day of the month following the month in which services are performed. Invoices may be submitted more frequently as necessary or as agreed upon.

N.2 The invoice shall be submitted based on funding amounts detailed in **EXHIBIT C** and set forth in **EXHIBIT E**.

N.3 The final invoice for close out is due no later than the 10th of July 2027.

N.4 **All funds must be expended by CONTRACTOR by June 30, 2027.**

O. **INDEMNIFICATION**

CONTRACTOR shall indemnify and make whole the COUNTY should any funds be stolen, used in fraudulent activities, or not used for the purposes set forth in this Agreement.

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ENCAMPMENT SITE MAP

City Limits and Nearby Properties



1/30/2023

1:3,220

0 0.02 0.04 0.08 mi

0 0.04 0.07 0.14 km

Maxar, Microsoft, Esri Community Maps Contributors, California State Parks, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph,

CITY OF SOLEDAD
PLANNING DIVISION

Docusign Envelope ID: F5D7AA76-3C6E-4782-B245-B1528938C428

November 1, 2024 to June 30, 2027

Agency Name: Step Up on Second Street, Inc - Soledad ERF-3-R Program

Expense Categories	ERF-3-R
Service Coordinators	$ 540,000.00
On-site Peer Support Specialist	$ 33,280.00
Program Manager	$ 100,000.00
Housing Navigator	$ 162,000.00
Program Client Services	$ 205,360.00
Program Site Costs	$ 176,600.00
Rapid Rehousing	$ 330,000.00
Indirect (10% Max)	$ 154,724.00
Program Total	**$ 1,701,964.00**

Budget Narrative

Expense Category	Line-Item narrative
Service Coordinators	100% of 4.00 FTE @ $540,000.00 over 28 months. Service Coordinators are responsible for daily case management support for program participants including assistance with residential care and access to supportive services.
Onsite Peer Support Specialist	100% of 1.0 FTE @ 33,280.00 over 28 months. Resident program participant hired to provide peer support.
Program Manager	100% of .50 FTE @ $100,000 over 28 months. Program manager is responsible for daily program operations and direct service programs.
Housing Navigator	100% of 1.0 FTE @ $162,000 over 36 months. The housing navigator provides housing locator services, for unhoused or unstable housed partners based on a Housing First Model.
Program Client Services	Flexible spending dollars to support housing maintenance, and community integration. Costs include support with utilities, transportation, incentives, pet support, hygiene supplies kit, clothing, food and goods gift cards, education, and job preparation/training.
Program Costs	Program Operations at Interim Housing Facility/Motel 6: equipment rental including copiers & water, cleaning services for the Interim Housing Facility only, office Supplies (printing, postage, courier), office furniture (desk, chair, file cabinets), Communications (staff cell phone and internet), Laptop Computer (for HMIS entry, chart documentation, and data reporting), Staff Travel, Training, and any insurance costs for the shelter.
Rapid Rehousing	Direct financial assistance to support rapid rehousing of program participants.

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Indirect	Indirect Administrative costs including Human Resources, Accounting, Corporate Costs at 10%

FUNDING: ERFG2SOLED

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MONTEREY COUNTY
HOMELESSNESS STRATEGY AND INITIATIVES DIVISION
OF THE COUNTY ADMINISTRATIVE OFFICE

ADDITIONAL PROVISIONS

I. PAYMENT BY COUNTY:

1.01 Monthly claims/invoices by CONTRACTOR: Not later than the tenth (10^{th}) day of each month, CONTRACTOR shall submit to COUNTY a signed invoice setting forth the amount claimed. All invoices (monthly and final) shall be submitted in the form set forth in **Exhibit E, Invoice Template**.

1.02 Final Invoice; forfeiture for late invoice: CONTRACTOR's final month and end of fiscal year invoice is due, and must be received by COUNTY, no later than close of business on **July 10th. If the Final Invoice is not received by COUNTY by close of business on July 10th. CONTRACTOR understands and agrees that the reimbursement of CONTRACTOR's final expenses represented by that invoice may be forfeited, and COUNTY shall have no legal obligation regarding it, nor shall COUNTY be required to make any payment towards that untimely/late invoiced claim.**

1.03 Allowable Costs: Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement, as set forth in **Exhibit A**. Only the costs and eligible uses listed in **Exhibit A, Section L** as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.

1.04 Cost Control: CONTRACTOR shall not exceed by more than ten (10) percent any contract expense line-item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this contract. Therefore, an increase in one-line item will require corresponding decreases in other line items.

1.05 Payment in Full:
(a) If COUNTY certifies and pays the amount requested by CONTRACTOR, such payment shall be deemed payment in full for the month in question and may not thereafter be reviewed or modified, except to permit COUNTY's recovery of overpayments.

(b) If COUNTY certifies and pays a lesser amount than the amount requested, COUNTY shall, immediately upon certification of the lesser amount, notify CONTRACTOR in writing of such certification. If CONTRACTOR does not protest the lesser amount by delivering to COUNTY a written notice of protest within twenty (20) days after CONTRACTOR's receipt of the certification, then payment of the lesser amount shall be

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deemed payment in full for the month in question and may not thereafter be questioned by CONTRACTOR.

1.06 Disputed payment amount: If COUNTY pays a lesser amount than the amount requested, and if CONTRACTOR submits a written notice of protest to COUNTY within twenty (20) days after CONTRACTOR's receipt of the certification, then the parties shall promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such dispute until the parties have met and attempted to resolve the dispute in person.

II. PERFORMANCE STANDARDS & COMPLIANCE

2.01 Outcome objectives and performance standards: CONTRACTOR shall for the entire term of this Agreement provide the service outcomes set forth in **Exhibit A.** CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit A**, unless prevented from doing so by circumstances beyond CONTRACTOR's control, including but not limited to, natural disasters, fire, theft, and shortages of necessary supplies or materials due to labor disputes.

2.02 County monitoring of services: COUNTY shall monitor services provided under this Agreement in order to evaluate the effectiveness and quality of services provided.

2.03 Notice of defective performance: COUNTY shall notify CONTRACTOR in writing within thirty (30) days after discovering any defects in CONTRACTOR's performance. CONTRACTOR shall promptly take action to correct the problem and to prevent its recurrence. Such corrective action shall be completed and a written report made to the COUNTY concerning such action not later than thirty (30) days after the date of the COUNTY's written notice to CONTRACTOR.

2.04 Termination for cause: Notwithstanding Section 7.02 of the Agreement, if the corrective actions required above are not completed and the report to the COUNTY not made within thirty (30) days, the COUNTY may terminate this Agreement by giving five (5) days' written notice to CONTRACTOR.

2.05 Training for Staff: CONTRACTOR shall insure that sufficient training is provided to its volunteer and paid staff to enable them to perform effectively on the project, and to increase their existing level of skills. Additionally, CONTRACTOR shall ensure that all staff completes Division 21 Civil Rights training.

2.06 Bi-lingual Services: CONTRACTOR shall ensure that qualified staff is available to accommodate non-English speaking, and limited English proficient, individuals.

2.07 Assurance of drug free-workplace: CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, Government Code sections 8350 et seq., by doing the following:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is

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prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition;

- Establishing a drug-free awareness program to inform employees about all of the following:
  1) the dangers of drug abuse in the workplace;
  2) the organization's policy of maintaining a drug-free workplace;
  3) any available drug counseling, rehabilitation, and employee assistance programs;
  4) the penalties that may be imposed upon employees for drug abuse violations;
  5) requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

III. CONFIDENTIALITY

CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions (W & I) Code Sec. 10850, 45 CFR Sec. 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order requiring disclosure. Confidential information gained by CONTRACTOR from access to any such records, and from contact with its clients and complainants, shall be used by CONTRACTOR only in connection with its conduct of the program under this Agreement. The COUNTY, through the Director of Homelessness Strategy and Initiatives of the County Administrative Office (CAO-HSI), and his/her representatives, shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of the COUNTY shall remain confidential and may be disclosed only as permitted by law.

IV. NON-DISCRIMINATION

CONTRACTOR certifies that to the best of its ability and knowledge it will comply with the nondiscrimination program requirements set forth in this Section.

4.01 Discrimination Defined: The term "discrimination" as used in this contract, is the same term that is used in Monterey County Code, Chapter 2.80 "Procedures for Investigation and Resolution of Discrimination Complaints"; it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or other discriminatory practice by any Monterey County official, employee or agent, due to an individual's race, color, ethnic group, national origin, ancestry, religious creed, sex, sexual orientation, age, veteran's status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

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4.02 Application of Monterey COUNTY Code Chapter 2.80: The provisions of Monterey COUNTY Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. Complaints of discrimination made by CONTRACTOR against the COUNTY, or by recipients of services against CONTRACTOR, may be pursued using the procedures established by Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for the prompt and fair resolution of discrimination complaints made against CONTRACTOR by its own employees and agents, and shall provide a copy of such procedures to COUNTY on demand by COUNTY.

4.03 Compliance with laws: During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal, state and local laws and regulations which prohibit discrimination, including but not limited to the following:

- **California Fair Employment and Housing Act**, California Government Code Sec. 12900 et seq., see especially Section 12940 (c), (h), (1), (i), and (j); and the administrative regulations issued thereunder, 2 Calif. Code of Regulations Secs. 7285.0 et seq. (Division 4 - Fair Employment and Housing Commission);

- **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; including **Title 22 California Code of Regulations 98000-98413**.

- **Federal Civil Rights Acts of 1964 and 1991** (see especially Title VI, 42 USC Secs. 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 80);

- **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 Parts 80, 84 and 91); and all guidelines and interpretations issued pursuant thereto;

- **7 Code of Federal Regulations (CFR),** Part 15 and **28 CFR** Part 42;

- **Title II of the Americans with Disabilities Act of 1990** (P.L. 101-336), 42 U.S.C. Secs. 12101 et seq. and 47 U.S.C. Secs. 225 and 611, and any federal regulations issued pursuant thereto (see 24 CFR Chapter 1; 28 CFR Parts 35 and 36; 29 CFR Parts 1602, 1627, and 1630; and 36 CFR Part 1191);

- **Unruh Civil Rights Act**, Calif. Civil Code Sec. 51 et seq., as amended;

- **Monterey COUNTY Code**, Chap. 2.80.;

- **Age Discrimination in Employment Act 1975,** as amended **(ADEA),** 29 U.S.C. Secs 621 et seq.;

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- **Equal Pay Act of 1963**, 29 U.S.C. Sec. 206(d);
- **California Equal Pay Act**, Labor Code Sec.1197.5.
- **California Government Code** Section 4450**;**
- **The Dymally-Alatorre Bilingual Services Act; Calif. Government Code Sec. 7290 et seq.**
- **The Food Stamp Act of 1977, as amended and in particular Section 272.6.**
- **California Code of Regulations, Title 24, Section 3105A(e)**
- **Removal of Barriers to Inter-Ethnic Adoption Act of 1996, Section 1808**

4.04 Written assurances: Upon request by COUNTY, CONTRACTOR will give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973 and/or the Americans with Disabilities Act of 1990, as may be required by the federal government in connection with this Agreement, pursuant to 45 CFR Sec. 80.4 or 45 CFR Sec. 84.5, and 91; 7 CFR Part 15; and 28 CFR Part 35**,** or other applicable State or federal regulation.

4.05 Written non-discrimination policy: Contractor shall maintain a written statement of its non-discrimination policies which shall be consistent with the terms of this Agreement. Such statement shall be available to employees, recipients of services, and members of the public, upon request.

4.06 Grievance Information: CONTRACTOR shall advise applicants who are denied CONTRACTOR's services, and recipients who do receive services, of their right to present grievances, and of their right to a State hearing concerning services received under this Agreement.

4.07 Notice to Labor Unions: CONTRACTOR shall give written notice of its obligations under paragraphs 4.01 - 4.08 to labor organizations with which it has a collective bargaining or other agreement.

4.08 Access to records by government agencies: CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing, and any state agency providing funds for this Agreement, upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these non-discrimination provisions.

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4.09 Binding on Subcontractors: The provisions of paragraphs 4.01 - 4.08 shall also apply to all of CONTRACTOR's subcontractors. CONTRACTOR shall include the non-discrimination and compliance provisions of these paragraphs in all subcontracts to perform work or provide services under this Agreement.

V. ADDITIONAL REQUIREMENTS

5.01 Covenant Against Contingent Fees: CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement. For breach or violation of this warranty, COUNTY shall have the right to terminate this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

5.02 Debarment, Suspension and Fraud, and Abuse: CONTRACTOR certifies to the best of its knowledge and belief, that it and any subcontractors:

- **a)** Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or State department or agency.
- **b)** Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- **c)** Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses in 5.02(b).
- **d)** Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.

CONTRACTOR shall report immediately to COUNTY in writing, any incidents of alleged fraud and/or abuse by either CONTRACTOR or its subcontractors.

CONTRACTOR shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by COUNTY.

CONTRACTOR agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the debarment/suspension status of any subcontractors.

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VI. CONTRACT ADMINISTRATORS

6.01 Contract Administrator – CONTRACTOR: CONTRACTOR hereby designates its Chief Executive Officer as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of CONTRACTOR shall be under the direction of, or shall be submitted to, the CONTRACTOR's Contract Administrator. CONTRACTOR may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to COUNTY of any such change.

6.02 Contract Administrator – COUNTY: COUNTY hereby designates the Director of Homelessness Strategy and Initiatives Division (CAO-HSI) as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of COUNTY shall be under the direction of, or shall be submitted to, the Director or such other COUNTY employee in the CAO-HSI as the Director may appoint. COUNTY may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to CONTRACTOR of any such change.

VII. CONTRACT DEPENDENT ON GOVERNMENT FUNDING

COUNTY's payments to CONTRACTOR under this Agreement are funded by the State and/or Federal governments. If funds from State and/or Federal sources are not obtained and continued at a level sufficient to allow for COUNTY's purchase of the indicated quantity of services, then 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 COUNTY may specify in its notice, unless in the meanwhile the parties enter into a written Amendment modifying this Agreement.

VIII. APPEAL PROCESS

In the event of a dispute or grievance regarding the terms and conditions of this Agreement, both parties shall abide by the following procedures:

a) CONTRACTOR shall first discuss the problem informally with the designated CAO-HSI Contact/Program Analyst. If the problem is not resolved, CONTRACTOR must, within fifteen (15) working days of the failed attempt to resolve the dispute with Contact/Program Analyst, submit a written complaint, together with any evidence, to the CAO-HSI Director. The complaint must include a description of the disputed issues, the legal authority/basis for each issue which supports CONTRACTOR’s position, and the remedy sought. The CAO-HSI Director shall, within fifteen (15) working days after receipt of CONTRACTOR’s written complaint, make a determination on the dispute, and issue a written decision and reasons therefore. All written communication shall be pursuant to Section 14. NOTICES of this Agreement. Should CONTRACTOR disagree with the decision of the Director, CONTRACTOR may appeal the decision to the County Administrative Officer (CAO Officer).

b) CONTRACTOR’s appeal of the Director’s decision must be submitted to the CAO Officer within ten (10) working days from the date of the decision; be in writing, state the reasons why the decision is unacceptable, and include the original complaint, the decision that is the subject of appeal, and all supporting documents. Within twenty (20) working

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days from the date of CONTRACTOR'S appeal, the CAO Officer, or his/her designee, shall meet with CONTRACTOR to review the issues raised on appeal. The CAO Officer shall issue a final written decision within fifteen (15) working days of such meeting.

c) CONTRACTOR may appeal the final decision of the CAO Officer in accordance with the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5 commencing with Section 251, or Subchapter 3 commencing with Section 300, whichever is applicable, of the California Code of Regulations).

d) CONTRACTOR shall continue to carry out the obligations under this Agreement during any dispute.

e) Costs incurred by CONTRACTOR for administrative/court review are not reimbursable by COUNTY.

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1328 Second St., Santa Monica, CA 90401

Step Up Contract Administrator: Tod Lipka, CEO
Email Address: Tlipka@stepup.org
Direct Phone Number: (310) 394-6889

Invoice Period:	
Date of Invoice:	
Invoice No:	
Contract Term:	

Prepayment Balance:	$	300,000.00

Total Monthly Expenses:	$	1,701,964.00
Prepayment Deduction:	$	-
Total Amount to be Paid:	**$**	**-**

Total Budget:	**$**	**1,701,964.00**
Interim Sheltering:	$	1,209,964.00
Rapid Rehousing:	$	492,000.00
Prepayment Amount:	$	300,000.00

To Date Expenses:	$	1,701,964.00
Interim Sheltering Balance:	$	1,209,964.00
Rapid Rehousing Balance:	$	492,000.00
Contract Remaining Balance:	$	1,701,964.00

Monthly Expenses

Expense Categories	Total Budget	ERF-3-R	Total Monthly Expenses	Year to Date Expenses	Balance Remaining
Service Coordinators	$ 540,000.00	$ -		$ -	$ 540,000.00
On-Site Peer Support Specialist	$ 33,280.00	$ -	$ -	$ -	$ 33,280.00
Program Manager	$ 100,000.00	$ -	$ -	$ -	$ 100,000.00
Housing Navigator	$ 162,000.00	$ -	$ -	$ -	$ 162,000.00
Client Services	$ 205,360.00	$ -	$ -	$ -	$ 205,360.00
Program Costs	$ 176,600.00	$ -	$ -	$ -	$ 176,600.00
Rapid Rehousing	$ 330,000.00	$ -	$ -	$ -	$ 330,000.00
Indirect	$ 154,724.00	$ -	$ -	$ -	$ 154,724.00
Service Total	**$ 1,701,964.00**	$ -	$ -	$ -	$ 1,701,964.00
		Deduction**		$ -	
		Total Amount to be Paid	$ -		

*Attach all itemized invoices if applicable.

**Per Agreement, Exhibit A, Section M: CONTRACTOR shall deduct up to $25,000 of monthly expenses per invoice until the Prepayment Balance is zero.

I certify that this report is correct and complete to the best of my knowledge and that the costs are eligible pursuant to the terms of the contract.

Person Completing Invoice Title

Authorizing Signature Date

County Contract Manager Approval Date

Remit Payment To: Step Up on Second Street, Inc.
Remittance Address: Attn: Accounts Receiveables
1328 Second Street
Santa Monica CA 90401-1122

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PARTICIPANT ANIMAL GUIDELINES – PET FRIENDLY FACILITY

A. PURPOSE

The following are guidelines regarding personal pet care while residing within the Soledad Interim Housing Program located at 990 Los Coches Road and the Motel 6 in the City of Soledad. If vaccination proof is unavailable, the pet may be accepted temporarily but must be scheduled for vaccination. All guests with pets must sign an acknowledgement of these guidelines. A sample acknowledgement form is provided at the end of this exhibit below.

B. POLICY GUIDELINES

Both service and emotional support animals and pets are eligible to reside at any of the Soledad interim housing sites. CONTRACTOR is responsible for providing clear client advisement on, as well as ongoing enforcement of, the following pet policies and practices: Upon entry into the program the participant must be advised of the following:

- B.1 All animals must be registered with the shelter.
- B.2 The animal must display behavior that is appropriate for a communal living space and will be held to the same standards as all residents. If the animal displays inappropriate (e.g., aggressive, or destructive) behavior, the animal will be assessed and provided with resources to assist with the issue. If the behavior does not improve, the animal may be provided with temporary housing resources outside of the shelter. Participants may be required to remove their animals for any of the following reasons:
  - B.2.1 The animal's behavior poses a direct threat to the safety of others and the threat cannot be eliminated by a reasonable modification.
  - B.2.2 The animal is disruptive and interfering with the program and the participant does not take effective action to control it.
  - B.2.3 The animal is creating an unsanitary condition.
- B.3 Participants are responsible for taking care of their animal. This includes:
  - B.3.1 The animal must have food and fresh water.
  - B.3.2 Dogs must be walked daily.
  - B.3.3 Waste material is to be picked-up and properly disposed.
  - B.3.4 The animal must be kept clean – e.g., bathed one time per week or as needed; the participant is responsible for cleaning the bathroom tub or sink if used for animal washing.
  - B.3.5 Crate/carriers must be washed on a weekly basis or as needed.
  - B.3.6 Participants must keep their animal current with any required vaccinations (proof is required) and attend to any medical needs that their animal may have.
- B.4 Animals must be free of fleas and other pests.
- B.5 Owners must agree to store food for their animals in designated areas and may not to leave food or water for their animal outside of their dwelling where it may attract other animals.
- B.6 Participants must feed, water, clean, exercise and cleanup after their animal.
- B.7 All animals must be appropriately contained. For example, dogs must be on a leash or in a crate while indoors and cats must be carried or kept in an appropriately sized crate/carrier when outside the participant's dwelling.
- B.8 Animals must be in a crate if left unattended. If the owner allows another participant to watch the animal while they are off site, this decision is solely the responsibility of the owner and the animal's behavior remains the responsibility of the owner.

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B.9 The animal's owner is accountable for providing for and taking care of the animal. The shelter does not assume any liability for the animal while it is in the shelter.

B.10 Owners must have an identified emergency care person.

B.10.1 Owners must provide the name and contact information of an emergency care person who will take care of their animal in the event that the owner is in the hospital, jail, or otherwise indisposed.

B.10.2 Animal control will be contacted if the emergency care person is unable to be contacted or unwilling to care for the animal.

B.11 The following are recommendations for the animals before entering the shelter. If animals do not meet these suggested policies, the shelter staff is able to provide information about low-cost/free resources for animals to receive these services:

B.11.1 Pets should have a current vaccination (e.g., rabies) and city licensure.

B.11.2 Dogs and cats should be spayed/neutered.

B.11.3 If applicable, participants should register their animal as a service animal or emotional support animal as it may facilitate the process to obtain permanent housing.

C. GUIDELINES REGARDING SERVICE ANIMALS

C.1 Clients may request permission to be accompanied by a service animal. Service animals are individually trained to do work or perform tasks for people with disabilities. When it is not obvious what service an animal provides, staff should limit inquiries to the following two questions:

C.1.1 Is the animal required because of a disability?

C.1.2 What work or task has the animal been trained to perform?

C.2 Staff should not ask about the person's disability or ask that the animal demonstrate its ability to perform the work or task. Participants that require the assistance of a service animal are not required to provide any form of documentation. Participants that require the assistance of an emotional support animal may be required to provide documentation from a medical provider, psychologist, social worker, non-medical service provider, peer support group member, or other reliable third party that the participant has a disability, and that the animal provides support that alleviates a symptom or effect of their disability. A determination regarding whether any documentation for an emotional support animal is required will be considered on a case-by-case basis. If the client answers 'yes' to either of the questions, they are entitled to be accompanied by the service animal pending immunization verification of the following:

C.2.1 Rabies Certification

C.2.2 Spray/Neuter Certification (if applicable)

Guidelines adopted from recommendations by the National Alliance to End Homelessness, www.endhomlessness.org

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D. ACKNOWLEDGEMENT OF PARTICIPANT ANIMAL GUIDELINES

My designated emergency care person is _____.

who can be reached at the following address and telephone number _____

_____.

I understand the shelter guidelines for Soledad Interim Housing Programpets. I know that I can be required to remove my animal from the shelter if I do not follow the Participant Animal Guidelines.

_____	_____
Participant's name (print)	Participant's name (signature)
_____	_____
Staff's Signature	Date

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Health Insurance Portability & Accountability Act (HIPAA) Certification

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"); and

WHEREAS, CONTRACTOR and COUNTY have entered into an Agreement ("the Agreement") to which this Certification is an attachment whereby CONTRACTOR will provide certain services to COUNTY; and

WHEREAS, CONTRACTOR may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under the underlying Agreement.

THEREFORE, in consideration of the Parties' continuing obligations under the Agreement, compliance with the HIPAA Privacy Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONTRACTOR agrees to the provisions of this Certification and of the HIPAA Privacy Rule and to protect the interests of COUNTY.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule. In the event of an inconsistency between the provisions of this Certification and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule shall control. Where provisions of this Certification are different than those mandated in the HIPAA Privacy Rule, but are nonetheless permitted by the HIPAA Privacy Rule, the provisions of this Certification shall control.

The term "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that 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 that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

CONTRACTOR acknowledges and agrees that all Protected Health Information that is created or received by COUNTY and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by COUNTY, or its operating units, to CONTRACTOR or is created or received by CONTRACTOR on COUNTY's behalf shall be subject to this Certification.

II. CONFIDENTIALITY REQUIREMENTS

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(a) CONTRACTOR agrees:
(i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom COUNTY is required to disclose such information, or as otherwise permitted under this Certification, or the underlying Agreement ,(if consistent with this Certification and the HIPAA Privacy Rule), or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by COUNTY; and
(ii) at termination of the Agreement, (or any similar documentation of the business relationship of the Parties), or upon request of COUNTY, whichever occurs first, if feasible CONTRACTOR will return or destroy all Protected Health Information received from or created or received by CONTRACTOR on behalf of COUNTY that CONTRACTOR still maintains in any form, and retain no copies of such information, or if such return or destruction is not feasible, CONTRACTOR will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible; and
(iii) to ensure that its agents, including a subcontractor(s), to whom it provides Protected Health Information received from or created by CONTRACTOR on behalf of COUNTY, agrees to the same restrictions and conditions that apply to CONTRACTOR with respect to such information. In addition, CONTRACTOR agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause CONTRACTOR to breach the terms of the Agreement.

(b) Notwithstanding the prohibitions set forth in this Certification or the Agreement, CONTRACTOR may use and disclose Protected Health Information as follows:
(i) if necessary, for the proper management and administration of CONTRACTOR or to carry out the legal responsibilities of CONTRACTOR, provided that as to any such disclosure, the following requirements are met:
(A) the disclosure is required by law; or
(B) CONTRACTOR obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law, or for the purpose for which it was disclosed to the person, and the person notifies CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached;
(ii) for data aggregation services, if to be provided by CONTRACTOR for the health care operations of COUNTY pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Certification and the Agreement, data aggregation services means the combining of Protected Health Information by CONTRACTOR with the protected health information received by CONTRACTOR in its capacity as CONTRACTOR of another COUNTY, to permit data analyses that relate to the health care operations of the respective covered entities.

(c) CONTRACTOR will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Certification. The Secretary of Health and Human Services shall have the right to audit CONTRACTOR's records and practices related to use and disclosure of Protected Health Information to ensure

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COUNTY's compliance with the terms of the HIPAA Privacy Rule. CONTRACTOR shall report to COUNTY any use or disclosure of Protected Health Information which is not in compliance with the terms of this Certification of which it becomes aware. In addition, CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of Protected Health Information by CONTRACTOR in violation of the requirements of this Certification or the Agreement.

III. AVAILABILITY OF PHI

CONTRACTOR agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule. CONTRACTOR agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, CONTRACTOR agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

IV. TERMINATION

Notwithstanding anything in this Certification or the Agreement to the contrary, COUNTY shall have the right to terminate the Agreement immediately if COUNTY determines that CONTRACTOR has violated any material term of this Certification and/or the Agreement. If COUNTY reasonably believes that CONTRACTOR will violate a material term of this Certification and/or the Agreement and, where practicable, COUNTY gives written notice to CONTRACTOR of such belief within a reasonable time after forming such belief, and CONTRACTOR fails to provide adequate written assurances to COUNTY that it will not breach the cited term of this Certification and/or the Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then COUNTY shall have the right to terminate the Agreement immediately.

V. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Privacy Rule, the parties to the Agreement do not intend to create any rights in any third parties. The obligations of CONTRACTOR under this Section shall survive the expiration, termination, or cancellation of this Certification and/or the Agreement, and/or the business relationship of the parties, and shall continue to bind CONTRACTOR, its agents, employees, contractors, successors, and assigns as set forth herein.

The parties agree that, in the event that any documentation of the arrangement pursuant to which CONTRACTOR provides services to COUNTY contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Certification or the Agreement, the provisions of the more restrictive documentation will control. The provisions of this Certification and the Agreement are intended to establish the minimum requirements regarding CONTRACTOR's use and disclosure of Protected Health Information.

In the event that either party believes in good faith that any provision of this Certification and/or the Agreement fails to comply with the then current requirements of the HIPAA Privacy Rule, such party shall notify the other party in writing. For a period of up to thirty (30) days, the parties shall address in good faith such concern and amend the terms of this Certification and/or the Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Certification and/or the Agreement fails to

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comply with the HIPAA Privacy Rule, then either party has the right to terminate upon written notice to the other party.

CONTRACTOR: STEP UP ON SECOND STREET, INC.

By: Signed by: Tod Lipka, CEO C2DFB43A0947482...

Title: Tod Lipka, CEO

Date: 12/9/2024 | 7:46 AM PST

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LEAD ME HOME
MONTEREY AND SAN BENITO COUNTY CONTINUUM OF CARE

OPERATIONAL STANDARDS FOR EMERGENCY SHELTERS



*Edited to accommodate Encampment Resolution Funding Program Requirements. Original approved by the Lead Me Home Continuum of Care.

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1. INTRODUCTION / OVERVIEW

A. Background and Purpose

The Monterey and San Benito County CoC Shelter Standards provide the policy framework for emergency shelter programs located within these two counties. These standards have been developed collaboratively by the primary funders of shelter in the community: the Coalition of Homeless Services Providers (CHSP), County of Monterey, County of San Benito, City of Salinas and United Way of Monterey County.

The purpose of these standards is to:

- Create a baseline set of funder expectations for shelter program operations
- Ensure shelter programs are operating in alignment with known best practices in the field, including Housing First principles and practices.
- Ensure all participants who access emergency shelter have a similar experience, regardless of funding source.
- Provide all local funders of shelter with a common set of standards for the programs they fund.

These general standards serve as minimum requirements for the operation of shelter programs in Monterey and San Benito Counties. The standards outlined in this manual are designed to provide a framework that individual shelter programs can align to. Each individual provider or program will be expected to develop and maintain policies and procedures consistent with this umbrella set of standards.

Some funding sources have specific requirements. The program operator shall ensure that each program complies with all funder requirements. If any funder requirements are not aligned with these standards, the program will ensure compliance with all funding requirements. In those cases where a specific funding regulation does not align with these standards, the program operator will notify CHSP of the situation to discuss possible options and strategies. The program operator will also note the reason(s) for any inconsistencies in their written program documentation.

B. Programs Covered by These Standards

The Lead Me Home CoC Written Standards define "Emergency Shelter" as: *facilities providing shelter in a permanent location, for a limited period of time, to individuals and families having neither a home nor the means to obtain a home or other temporary lodging*. Shelters provide time-limited accommodations in either a congregate or non-congregate setting.

These shelter standards cover emergency shelter programs receiving funding from any of the following sources:

- HUD Emergency Solutions Grant (ESG)
- Community Development Block Grant (CDBG)
- State of California Homelessness Housing, Assistance and Prevention (HHAP)
- State of California Permanent Local Housing Allocation (PLHA)
- Community Action Agency/Community Services Block Grant (CSBG)
- State of California Encampment Resolution Funding (ERF)

Programs receiving funding from alternative sources may also align to these standards to ensure community-wide continuity in shelter services.

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Seasonal shelters are activated in inclement weather or cold/wet winter weather. Seasonal shelters may not offer the same level of services as a year-round shelter and may not be able to align to all the standards detailed in this document. Seasonal shelter operators should, however, strive to comply with these operational standards to the maximum extent possible given space and funding constraints.

Transitional housing provides time limited housing but with longer lengths of stay and more intensive services than emergency shelter. Transitional housing programs are not covered by these standards.

C. Guiding Principles for Shelters

The Monterey and San Benito County CoC maintains a strong commitment to prevent and end homelessness for county residents, with the goal of reducing the total population of people experiencing homelessness by 50% by June 2026. The CoC recently adopted a Five-Year Strategic Plan that provides a roadmap for the CoC and its partners to coordinate, align, and focus their efforts to maximize impact on reducing homelessness.

The strategies and policies adopted by Monterey and San Benito County CoC, jurisdictions (Counties and Cities), funders, providers and other key stakeholders are guided by the following principles:

- **Embedded with dignity and respect**: The homelessness response system's efforts center the needs of people requesting assistance by delivering individualized, comprehensive, and culturally competent services. Strengths-based, person-centered, trauma-informed, and harm reduction-based approaches are integrated into all aspects of service design and delivery.
- **Informed by people with lived experience of homelessness**: People experiencing homelessness are experts of their personal needs; the homelessness response system honors and elevates their input on service design and delivery.
- **Housing-focused**: The solution to homelessness is housing; all efforts of the homelessness response system work towards the goal of helping people gain and maintain stable, permanent housing situations.
- **Data-driven towards results**: Strategies and priorities for reducing homelessness will be informed by data to best serve people experiencing homelessness, achieve desired outcomes, and guide strategic investments in programs and services.
- **Coordinated**: The homelessness response system and other systems of care will communicate and partner towards shared goals of improving service linkages and reducing homelessness.
- **Equitable and social justice oriented**: The homelessness response system acknowledges the barriers to housing and resource connection that disproportionately impact people by race, ethnicity, gender, and other identities. The system adopts intentional policies and programs to reduce these disparities and advance equity in system experiences and outcomes.

D. State of CA Housing First Principles

The State of California has adopted a set of Housing First requirements that apply to programs receiving funding from a range of sources, including HHAP and ERF. Some of these requirements are only applicable to permanent housing programs, but others are applicable to both shelter and housing. Shelter providers are expected to comply with the State of California's Housing First requirements as applicable to

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emergency shelter programs. The requirements may be found in the Welfare and Institutions Code (WIC) Section 8275(b). Additional information on Housing First may be found at the California Interagency Council on Homelessness (CA-ICH) website at: **https://bcsh.ca.gov/calich/resources.html**

2. SHELTER ACCESS

To ensure consistency with Housing First principles and ensure that people who are unsheltered have streamlined access to available shelter beds, shelter programs should adopt policies for eligibility and screening that impose minimal barriers to access.

A. Eligibility Criteria and Screening

Screening Criteria

Each shelter program in Monterey or San Benito County will establish its own eligibility criteria in compliance with applicable funding sources. Funder-mandated eligibility restrictions are allowed and may include factors such as: maximum income levels, convictions for specific criminal offenses (e.g., sex offender), minimum or maximum age of participants (e.g., must be at least 18, must be 18-24), veteran status and other factors.

Shelter programs **shall not** adopt additional eligibility or screening criteria beyond what is required by a funding source. In particular, providers shall **not** impose additional targeting or screening criteria designed to identify whether an individual or household is "suitable" or housing ready," such as:

- Sobriety or participation in treatment services
- Employability or employment readiness
- Income or ability to pay rent
- "Motivation" or willingness to participate in services
- Proof of citizenship/immigration status

Shelter programs will adopt policies and procedures that "**screen in**" individuals and households with higher barriers to housing, including:

- Adult individuals and families who are unsheltered (living outdoors or in vehicles);
- Households with no, low or fixed income;
- Adults with disabilities, including behavioral health issues (mental illness, substance use);
- People with limited or no employment history; and
- People with criminal records and/or evictions.

Shelter programs may conduct a service needs assessment as part of the screening and admission process, but only for the purpose of developing a housing-focused case plan with the participant and determining their immediate needs. Service needs or other types of assessments are not to be used to make eligibility and admission decisions. However, shelters may decline to accept a participant if there is a clear safety issue (see below).

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Safety Screening

Shelters may use their screening procedures to identify individuals who might pose a safety concern to other shelter participants, including, for example, recent history of violent behavior. Criteria for assessing safety concerns must be clear and objective to the maximum extent possible. These instances should be rare and the reason for the refusal to serve a participant must be documented. Shelters may also terminate a client's participation after enrollment should they receive information that raises concerns about safety.

Compliance with Federal Requirements

Shelter Programs will operate in compliance with the **Department of Housing and Urban Development's (HUD) Equal Access to Housing Final Rule**, ensuring that all individuals have equal access and accommodations to shelter, regardless of gender, gender identity, sexual orientation, and/or marital status.

Programs must have policies to ensure compliance with Fair Housing rules and implement a set of policies and procedures to provide reasonable accommodations for households with disabilities.

Screening Criteria Relating to Youth and Families

Programs should ensure they are operating in compliance with HUD requirements relating to involuntary separation of families. The CoC and ESG Interim Rules require that the age and gender of a child under age 18 must not be used as a basis for denying any family admission to a project that receives funds through the CoC or ESG program.

Unaccompanied minors may only be served with agreement of a legal guardian or appropriate authorities. Basic Center Programs (BCP) projects serving runaway youth must create a MOU between their programs and child welfare agencies that clarify roles, responsibilities and define the provision of services at the time youth enter shelter. This requirement is in accordance with the **Runaway and Homeless Youth Act**.

No one under the age of 18 should be allowed to reside in a single-adult shelter. If a household with minors presents for service at a single-adult shelter, shelter staff should refer the family to more appropriate services.

B. Admission, Intake, and Readmission Policies

Admissions

Shelters are required to create policies and procedures for accepting individuals into their shelter programs including procedures for intake and readmission policies. Admission policies must specify the process individuals or families should follow to request access to shelter including how to contact the shelter, times of day when intakes are conducted, and waiting list procedures (if applicable).

Whenever possible programs shall work to divert participants seeking shelter entry by encouraging them to re-connect with family or friends who could temporarily or permanently house them.

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Shelter Intake Documents

Shelter intake documents should be compliant with funding source requirements and should not impose additional or unnecessary barriers to access. The following are examples of intake documents that may be required.

1. Personal identification; at least one photo ID is preferred.
1. Documentation of Homelessness or At-Risk status per federal guidelines.
2. Income self-declaration.
3. HMIS Intake form.
4. Signed Release of Information (ROI)
5. Signed acknowledgement of receiving program rules or requirements.
6. Signed acknowledgement of receiving any other participant rights and responsibility.
7. Signed acknowledgement of receiving an agency grievance procedure. All participants will be provided a copy of the procedure.

Shelters should adopt policies that allow for maximum flexibility to make exceptions in cases where a participant cannot secure a needed document. Shelters should also do everything possible to minimize the number and length of forms to be completed by participants to ensure the intake process is not creating barriers to access.

Readmission

Shelter providers shall develop written policies regarding the conditions under which participants who have been exited from a program for violations of rules may be re-admitted. Policies may include conditions under which participants may be "banned" either temporarily or permanently. If a shelter program chooses to have policies regarding bans (due to significant safety concerns and/or related to "time out" periods where participants may not access shelter for a certain amount of time after exiting the program), the program will maintain documentation of their "ban" policies, the grievance/appeal process, and documentation of the reason for any bans that occur. All shelter providers should operate low barrier programs and strive to avoid banning participants whenever possible, utilizing techniques and resources such as harm reduction and de-escalation. Bans should be reserved for instances where participants pose safety threats to other program participants and/or staff.

3. SERVICES STANDARDS

A. Housing-Focused Case Management

The primary purpose of shelter is to provide a safe place for participants to stay while they quickly implement a plan to secure housing. To meet this objective, the primary support service intervention offered at shelter programs is housing-focused case management and service linkages.

Shelter case managers will respond to participants' immediate and short-term service needs, complete an initial housing needs assessment, and develop a housing-focused case plan to secure and sustain housing. Case managers will work to identify and build upon participants' strengths. Additionally, case management will provide linkage to appropriate services and supports, including housing retention planning and retention services, as well as continued monitoring and follow-up regarding participant

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progress and ongoing needs. The goal of the housing-focused case management is to help participants locate and move to a permanent housing situation as quickly as possible and to retain their housing once they leave shelter. Permanent housing includes market housing, senior housing, affordable housing, shared housing situations, moving in with a relative or friend, obtaining housing with a voucher or subsidy, or any housing situation that is not time limited.

Case management is offered to all participants, not only participants who are there for longer stays or participants in certain parts of the shelter program(s).

Shelter providers may establish rules strongly encouraging participants to participate in case management. However, participants should not be discharged from shelter for failure to attend case management meetings. Case managers will engage with and develop a rapport with each participant, using engagement techniques such as motivational interviewing, and offer assistance that is relevant and useful to addressing the goals and needs the participant has identified to reach the goal of re- entering permanent housing as quickly as possible.

While service participation should be voluntary, shelters are not expected to allow participants to stay in shelter indefinitely if they are not participating in case management or housing search activities. If shelter staff have made robust efforts to engage a participant and "meet them where they are," yet the participant declines to participate, the shelter may provide the participant with an exit date. Shelters should have a written policy laying out their process and criteria for determining whether to terminate participation for a participant on the basis that they not engaging in the process of developing a housing plan or taking steps along a pathway to housing.

Case Manager Responsibilities

Responsibilities of the case manager shall generally include:

- Employ a person-centered, strengths-based approach that tailors case management to each participant/household. Case management is individualized to each participant or household; case managers actively work to identify the unique needs and goals of each participant.
- Develop individual housing plan with each participant/household, with participant participation, covering goals related to housing and other needed services. Housing plan templates should limit the number of goals and action steps to be included in a single plan in order to focus attention on housing and related goals.
- Assist the participant with exploring potential housing resources, such as shared housing, reunifying with relatives, and identifying friends or relatives who could provide housing options.
- Support participants to draw on their existing support networks, and help participants identify people already in their lives who can help with specific things, such as transportation or childcare.
- Implement Housing First principles, focusing on addressing participants' housing needs and goals.
- Employ harm-reduction and trauma-informed care to tailor services to participants' needs.

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- Work collaboratively with any other programs/staff that are providing services to the participant while in the program (e.g., a rapid re-housing program case manager). Shelter case managers will work to ensure a smooth transition and continuity of care with a participant's new or additional case manager. Ensure collaboration and clear roles and responsibilities on case plan and housing goals.
- Support participants to manage conflict and/or any other problems that may be presented during their shelter stay.
- Provide services that are culturally appropriate and have needed language abilities. Multi-lingual case managers should be available as needed.
- The case manager will support the participant with housing search and assist the participant in obtaining and moving into housing, including helping participants resolve or mitigate tenant screening barriers like rental and utility arrears or multiple evictions, as well as obtain necessary identification or other documents if needed.
- Support participants to access services for which they are eligible and that will help support s successful transition to housing.
- Case managers may offer budgeting assistance when desired by participants.

Case Manager Supervisory Responsibilities

Responsibilities of the Case Manager Supervisor shall generally include:

- Monitor the Case Managers duties and accomplishments throughout their engagements with participants. It is the supervisor's responsibility to ensure that case managers are properly connecting participants to services and resources, tracking information for participant record and HMIS usage, and general compliance with case management responsibilities.
- The supervisor should provide support and training opportunities to the Case Managers when needed to ensure strong supportive services for the participants in the shelter program.

Case Loads

Case managers will generally maintain a manageable caseload of households, to the extent this is feasible given funding constraints. Shelters are expected to operate with no more than 20 participants assigned to each case manager (1:20 case manager to client ratio).

Case Manager Training

Case management staff should be provided with initial training and orientation and ongoing training, supervision, and support. Programs will conduct ongoing training, supervision, and quality assurance to ensure consistency and compliance with program policies including housing-focused case management policies, trauma-informed approaches, sexual harassment, harm reduction, de-escalation, and housing first principles. Programs will also ensure that all case management staff maintain updated knowledge of community-based services such as mainstream benefits, employment services, childcare resources, behavioral health services, and other services.

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All staff will have written job descriptions that include requirements that they focus on activities relating to obtaining housing, while maintaining participant-centered, low barrier, safe programs.

The program shall have a case review process, as well as ongoing staff supervision and training, to help staff problem-solve around housing plans and around participants who are having difficulty following the established housing plan and/or other challenges while residing at the shelter.

B. Service Linkages

The shelter program shall collect, maintain, and update records of available mainstream and community resources for program participants. This includes community resources that can reduce burdens on income to increase resources to pay for housing costs, including employment opportunities, food banks, clothing consignment stores, mainstream benefits (including CalFresh, WIC, Medi-Cal/health coverage, General Assistance, and CalWORKs) low-income utility programs, childcare resources, and others. Additionally, it is recommended that case managers utilize the Smart Referral Software developed and maintained by United Way of Monterey County to increase service connections and facilitate sending referrals to services.

The program will collaborate with providers that provide domestic violence specific services to determine most appropriate housing or shelter plans for participants who are experiencing or have experienced domestic violence, and to connect participants with applicable domestic violence survivor services

Additional Supportive Services & Voluntary Service Participation

As a general matter, supportive services in shelter programs are offered and encouraged, however participation is not mandatory. Programs may offer health and behavioral health services, employment and training services, budgeting classes, life skills, parenting classes and other types of support, but participation is not mandatory as a condition of receiving assistance. Programs may set up savings programs in which participants are supported to save some of their income for move-in expenses once they secure housing. However, savings programs cannot be mandatory.

Programs will utilize motivational interviewing and other engagement techniques to encourage participants to participate in supportive services.

Services for Families with Children

In accordance with federal requirements, each family shelter will consider the educational needs of children in households experiencing homelessness to the greatest extent possible and ensure that staff are trained and knowledgeable about these educational needs and rights of children staying in shelter.

If a family with children is not already connected to McKinney Vento services, the shelter staff should connect them to either the Monterey County or San Benito County Office of Education to ensure the family is receiving the services available to them.

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4. PROGRAM OPERATIONS

A. Program Rules

In keeping with the principles of participant self-determination and to ensure that programs have low barriers to participation, Shelter Programs should establish program rules that foster an environment of trust, are clear and reasonable, and are focused ensuring that all participants have a safe environment in which to live. Program rules should not mandate participation in services as a condition of remaining in the program. Rules should be enforced consistently using a transparent process.

To the extent feasible, shelter providers should involve shelter participants in shelter governance and the development of shelter rules. Rules should be reviewed regularly to ensure they support the overall goal of creating a housing-focused, participant-centered, safe environment.

B. Time Limits and Extensions.

Each shelter will establish its own rules relating to how long participants may stay in the program. The overall focus of shelter services should be to help participants exit to a permanent housing situation as quickly as possible. To the extent shelters have a fixed maximum length of stay, exceptions should be available for participants who are in the process of securing housing to ensure they are able to transition directly from shelter to housing.

C. Termination/Disenrollment

Involuntary exit from shelter should always be a last resort. Program rules and services should be designed to support participants to access the support they need to participate in the shelter program and to exit as rapidly as possible to housing. Shelter leadership and staff should strive as much as possible to avoid discharging participants who struggle to comply with rules or to participate in services, approaching these challenges through a trauma-informed lens. Staff should be trained in trauma-informed care, conflict resolution, de-escalation and motivational interviewing to equip them with the tools needed to work with clients who are challenging to engage and support. (See also section on Training)

Programs will maintain written grievance policies and procedures regarding involuntary exits/asked to leave situations. Participants will be made aware of the grievance procedures.

D. Facility Access

Shelter providers shall establish written policies regarding when and how program participants may access the shelter program facility during the course of their stay. In alignment with Housing First principles and practices, programs should maximize the ability of participants to come and go as they choose and not impose curfews or requirements that participants must leave the site during the day.

The written program policies should cover:

- Times of day when program participants may enter and leave the program
- Policies regarding any visitors (how many, when they can visit, how long they can stay)
- Policies to prevent unauthorized people from entering the facility, to protect the safety of participants and staff – such as by having a 24/7 staffed front desk, locked gate or door with

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controlled access to ensure only participants are entering the building, or other method for securing access to the site.

E. Gender Identity and Sexual Orientation

Shelter programs should affirmatively develop and implement policies to prevent discrimination and create a welcoming environment for people regardless of their gender identity. Policies should cover, at a minimum:

- Access, intake and enrollment – gender identity or sexual orientation is not a reason to deny access to emergency shelter
- Room or bed assignments – Assignment should be made based on the gender that the client identifies with, while also taking into consideration the client's views with respect to their personal health and safety. Participants should not be isolated based on their gender identity.
- Bathrooms – participants should be permitted to use the bathroom that corresponds to the gender they identify with. To the extent feasible, shelters should offer a gender-neutral or unisex bathroom.
- Creating a welcoming environment for people who identify as transgender, including:
    - Adopting a formal policy of respect
    - Asking participants their preferred pronouns and taking care to not misgender participants
    - Using gender neutral terms if the participant's gender is unknown
    - Refraining from asking unnecessary questions or making remarks regarding a participant's gender
    - Using inclusive language in program materials (posters, forms, written policies, etc.)
    - Taking reasonable steps to address participant privacy or safety concerns
- Providing training to staff on gender identity and gender expression, appropriate use of language, how to create an inclusive and respectful environment and the requirements of HUD's Equal Access Rule.
- Providing participants with service connections and linkages to organizations and programs for the LGTBQIA community.

Shelter providers are encouraged to consult: **Equal Access for Transgender People - Supporting Inclusive Housing and Shelters** when developing operational policies.

F. Service Animals, Emotional Support Animals, and Pets

Each shelter will establish a clear written policy regarding pets. All shelters should allow service animals for people with disabilities. Shelters may establish a policy regarding what documentation or verification is required for an animal to be considered a service animal.

Shelters are not required to accept pets (i.e., non-service animals), however, allowing participants to have pets is a key element of lowering barriers to shelter access. Shelter providers are encouraged to adopt policies allowing pets and providing accommodations for pets to the maximum extent possible. If pets are allowed, there must be a clear policy regarding types of pets allowed, and the respective responsibilities for shelter staff and participants for managing pets to ensure safety of all participants.

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G. Participant Rights & Responsibilities

All shelters shall adopt a policy on participant rights and responsibilities. These policies must be in writing and shared with each participant upon admission. The written policy should be both person-centered and trauma informed, and should affirm:

- The right to be treated with dignity and respect
- The right to privacy within the constraints of a shelter environment
- The right to reasonable accommodations
- The right to self-determination in participation in case management and services, including the right to decline to participate in supportive services
- The right to have all records and disclosures maintained according to written standards and rules regarding confidentiality and privacy
- The right to be clearly informed, in understandable and applicable language, about the purposes of services being delivered
- The right to not be discriminated against based on categories including race, color, ancestry, national origin, religion, creed, age, disability, sex, gender, gender identity, gender expression, sexual orientation, medical condition, genetic information, marital status, military status, and veteran status.

H. Grievance and Appeal Procedures

Shelter providers must develop a written set of policies and procedures relating to participant appeals including:

- What types of decisions are subject to appeal (e.g., denial of admission, denial of extension of stay, program termination)
- Grounds for appeal
- How to file an appeal
- Process for the shelter will follow to consider the appeal, including timeframe for each step

Shelter providers must also develop a written set of policies and procedures relating to the filing of participant grievances to address the participant's treatment in the shelter program, including how to file a grievance, the process the shelter will follow to investigate, and how grievances will be resolved, and timeframe for each step.

In accordance with requirements of the State of California, shelter providers written policies and procedures should include directions on how to file a facility complaint to the Monterey or San Benito County Department of Housing and Community Development.

Copies of both the appeal and grievance policy should be posted in the shelter and staff should make forms available to participants upon request.

I. Participant Involvement and Feedback

Shelter providers should involve shelter participants in shelter program oversight and evaluation and proactively solicit input and feedback from participants on all aspects of shelter operations. This may take the form of a resident council (either volunteer or elected), regularly scheduled meetings between participant representatives and shelter staff, having a participant sit on the organization's board of directors, or other means. Shelter providers should also use a range of tools to gather ongoing input

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from participants, such as through a suggestion box, surveys, focus groups, exit interviews and other approaches. Shelters should analyze participant feedback and use it to assess program quality and performance and adjust as needed.

J. Reasonable Accommodations

Shelter providers must develop reasonable accommodation policies and ensure these policies are regularly and clearly communicated to participants.

A reasonable accommodation is a change, exception or adjustment to a program, service building or dwelling unit that will allow a qualified person with a disability to:

- Participate fully in the program
- Take advantage of a service
- Live in a dwelling

Shelter providers must provide notice to participants of their right to request reasonable accommodations and the process for making a request. A sample reasonable accommodation request form is provided in the Appendices. When a participant makes a reasonable accommodation request, the program must provide the accommodation unless doing so would result in a fundamental alteration in the nature of the program or would pose an undue financial or administrative burden. Providers must maintain documentation of all reasonable accommodation requests and how they were handled. If an accommodation is denied, a written explanation must be provided to the participant and documented in their program file.

K. Emergency Preparedness/Natural Disasters

Shelter providers will develop policies and procedures for emergency situations to safeguard staff and participant safety and security. Policies and procedures must include plans for the safe evacuation of shelter participants and staff in case of natural disasters and for sheltering-in-place if evacuation is not possible or safe. All staff must be fully trained on emergency procedures.

L. Data Collection, Quality Assurance, and Reporting

All emergency shelter programs must enter participant data into the Homeless Management Information System (HMIS) managed by the Coalition of Homeless Services Providers, with the exception of shelters operated by victim service agencies. Programs must follow CHSP's HMIS policies and procedures which are detailed in a separate document. Program staff will enter complete and accurate information into HMIS in a timely manner for all participants. Participant information, including universal data elements and program-specific data elements, will be accurate, complete, and current.

Programs will conduct ongoing training, coaching, and internal review to ensure quality and consistency of services, and adherence to policies and procedures. Providers will conduct ongoing reviews of services and documentation of services (file reviews), and data quality.

Shelter programs will implement systematic processes to review outcomes, operations, procedures, and participant experience. Programs will maintain a continuous quality improvement process including reviewing outcome data, trend data, and data on the performance measures listed above. Programs also collect, review, and utilize ongoing feedback from participants and other stakeholders.

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All Shelter programs shall complete and submit reports that are required by their funding sources in a timely manner.

M. Staff Training

Emergency shelter programs shall each develop a comprehensive training program and policy for all staff that covers, at a minimum:

- Harm Reduction
- Trauma-Informed Care
- Housing First Principles and Practices
- Motivational Interviewing
- Cultural Humility/Anti Racism
- Non-Violent Crisis Intervention/De-Escalation
- Emergency Procedures
- Domestic Violence and Safety Planning
- CPR
- Mandated Reporting
- Sexual Harassment
- Conflict Resolution

5. FACILITIES, HEALTH, AND SAFETY

This section specifies some high-level policies that programs are expected to comply with, but it is not intended to provide comprehensive policies for operating a shelter facility. Each shelter program shall develop detailed policies relating to facilities management, health and safety.

A. Facility Standards

Shelter providers are responsible for ensuring that physical facilities are maintained in compliance with all applicable local, state, and federal regulations, including building and fire codes. Shelter providers must ensure the program safe provides a safe living space for participants. The program provider will work to create and maintain an environment where the safety of participants, staff, and volunteers are always prioritized.

Safety Standards and Policies

Shelter Providers are responsible for maintaining and implementing policies and following protocols to ensure shelter program's participant and staff health and safety. Policies should include, but are not limited to:

- Policies and procedures to adhere to all applicable local, state, and federal safety and health guidelines to address safe food handling, injury and burn prevention, sanitation and hygiene, participant health management, and staff health management.

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- Training for staff on health and safety measures to effectively promote a desirable, safe environment for all shelter participants. This includes training on emergency situations, de-escalation, and crisis prevention.
- Training, policies, and protocol to prevent violence, theft, and other incidents that put the safety and well-being of shelter participants and/or staff at risk. Have policies and procedures in place to investigate any potential incident of violence, theft, or other incidents, including a thorough investigation and actions to address the findings.
- Complete appropriate background checks and screening for all staff and any volunteers who have frequent, direct interactions with participants or may have access to participant information.
- Maintain process to thoroughly investigate any alleged incident involving participants. If an incident occurred, identify, and address any staffing, staff training, facility improvement, policy/protocol/procedure, or other changes necessary to address the incident and prevent future incidents.
- Develop and implement policies and procedures to prevent, identify and address workplace violence and sexual harassment.
- Train staff and any volunteers who may interact with participants or participant information on participant confidentiality.
- Maintain a disaster response plan and maintain an emergency response resources, such as a fully stocked First Aid Kit and emergency supplies of food and water, are readily available and replaced as necessary. A telephone should be available always, should 911 need to be dialed.
- No weapons or illegal substances are permitted on the premises.
- Measures and policies to ensure the proper disposal of needles and syringes are in place.
- Policies and procedures for natural disasters, fires, and other emergency situations are in place and made known to shelter participants and staff. For example, fire drills should be conducted routinely.
- Shelters have procedures for preventing and controlling bed bug infestations. Bedding should be regularly changed and washed.
- Staff members must be properly immunized and encouraged to receive flu vaccines each season.
- All shelter staff are mandatory reporters of suspected neglect or abuse. Staff members must be trained on and comply with mandatory reporting statutes.

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Facility Configuration

Shelter programs may have different types of bed configurations, ranging from congregate/dormitory arrangements to private units. Whatever the configuration, the following general standards should be followed:

- Each participant should have his or her own bed.
- Cribs or Pack N Plays must be available for infants and very young children.
- Participants should be afforded privacy in their living space to the maximum extent possible given the facility configuration.
- Shelter programs should offer participants some common areas for recreation and socializing to the extent possible given the facility configuration.
- To the extent possible, shelter programs should provide safe common areas for recreation and socializing for young children and school aged children. It is further recommended that there be space for school aged children to be able to work on homework and study.
- Participants should have the ability to securely store possessions, and programs will work to maximize the secure storage space available for each participant. Programs may limit the number of possessions participants may bring to the shelter due to storage limitations and to prevent hoarding.
- Participants should have access to laundry facilities.
- Whenever possible, shelters should provide gender-neutral or unisex restrooms to make facilities more welcoming for transgender and non-binary participants.

Meals/Food Preparation Facilities

Shelter programs should provide participants with meals or should provide cooking facilities so that participants may prepare their own food. Facilities that prepare meals on-site must comply with all applicable health and safety codes relating to food preparation and handling.

B. Communicable Diseases

Shelter providers are responsible for developing written policies and procedures for preventing the transmission of COVID-19 and other communicable diseases, in alignment with the recommendations of the CDC, State of California and county public health departments. Policies must cover social distancing, screening and testing, isolation and quarantine, and vaccination.

6. GLOSSARY

Continuum of Care (CoC) Program. The Federal grant program for targeted homeless activities, including Rapid Rehousing, and Permanent Supportive Housing. Administered federally by the U.S. Department of Housing and Urban Development and locally by a nonprofit or governmental lead agency and overseen by the Continuum of Care governing body or board. In Monterey and San Benito Counties, the Lead Me Home Leadership Council is the Continuum of Care governing body and the Coalition of Homeless Services Providers (CHSP) is the lead agency. A Continuum of Care also refers to the overall system of shelter, housing, and services available in a community to assist people experiencing homelessness.

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Coordinated Entry System (CES). Coordinated Entry is a framework and process that organizes the homelessness response system through a common, population-specific assessment, centralized data system, and prioritization method that directs clients to appropriate resources and allows for data- driven decision-making and performance-based accountability. Coordinated Entry processes are divided into four parts: Access, Assessment, Prioritization, and Referral.

Diversion/Problem Solving. A strategy that prevents or diverts people from homelessness by helping identify immediate safe, indoor housing arrangements outside of the homelessness response system. Problem solving strategies operate with the goal of providing people with the appropriate level of assistance needed to resolve their homelessness and ensuring that scarce resources, especially more intensive housing supports, can serve households with higher levels of identified need.

Emergency Shelter. A facility providing shelter in a permanent location, for a limited period of time, to individuals and families having neither a home nor the means to obtain a home or other temporary lodging. Shelters provide time-limited accommodations in either a congregate or non-congregate setting.

Emergency Solutions Grant (ESG). A federal funding source for programs serving people experiencing homelessness with a focus on assisting people to quickly regain stability in permanent housing after experiencing a housing crisis and/or homelessness. In Monterey and San Benito Counites, the City of Salinas is the Administrative Entity (AE) for ESG funding.

Family. One or more adults with physical and legal custody of one or more minor children;

Housing First. A proven approach, applicable across all elements of systems for ending homelessness, in which people experiencing homelessness are connected to permanent housing swiftly and with few to no treatment preconditions, behavioral contingencies, or other barriers. (USICH, Housing First Checklist, 2016)

Permanent Supportive Housing (PSH) Subsidized rental housing without time limits and with intensive on-site support services to help tenants maintain housing and meet their desired goals. Permanent Supportive Housing is designed to house those individuals with the greatest housing barriers and the highest service needs.

Rapid Re-Housing (RRH). A housing program model that assists individuals and families who are homeless to move quickly into permanent housing, usually to housing in the private market. It does so by offering housing search assistance, time-limited and targeted services, and short-term rental assistance.

Transitional Housing (TH). An interim housing program model that provides persons or households with shared or private housing units for a time-limited period, during which time the person or household receives support services to help with the transition to permanent housing.

7. RESOURCES

- **CoC Program Interim Rule**
- **ESG Program Interim Rule**
- **HUD Equal Access Rule**

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- **HUD Definitions of Homelessness**
- **National Alliance to End Homelessness (NAEH) - Emergency Shelter Learning Series**
- **Council on Accreditation (COA) - Person-Centered Logic Model**

8. Encampment Resolution Funding Addendum

A. Background and Purpose

The California Interagency Council on Homelessness' (Cal ICH) Encampment Resolution Funding (ERF) is focused on ensuring the wellness and safety of people experiencing homelessness in encampments by providing services and supports that address their immediate physical and mental wellness and result in meaningful paths to safe and stable housing. ERF is competitive funding available to cities, counties, and Continuums of Care. Monterey County was awarded an ERF 2R grant in June 2023.

Each community must focus their project on a prioritized encampment site. For Monterey County's project, the prioritized encampment sites are located along the Pajaro River and Lower Salsipuedes Creek near the City of Watsonville (Santa Cruz County) and unincorporated town of Pajaro (Monterey County). This project is a multi-jurisdictional collaborative that includes both Santa Cruz and Monterey counties, the City of Watsonville, and the Pajaro Regional Flood Management Agency (PRFMA).

This addendum offers additional context about the requirements of the ERF project. This addendum should be used in tandem with the Monterey and San Benito County Shelter Standards when designing a shelter project.

B. Fiscal Deadlines

Monterey County was awarded an ERF 2R grant in June 2023. "2" refers to this being the second round of funding available through the ERF program. "R" refers to the rolling application process.

For ERF 2R grantees, the following fiscal deadlines apply:

Obligation Deadlines		Expenditure Deadlines	
100%	6/30/2024	50%	6/30/2024
		100%	6/30/2026

"Obligation" means that the grantee (Monterey County) has placed orders, awarded contracts, received services, or entered into similar transactions that require payment using ERF funding (Standard Agreement, Exhibit A, Section 3). For more detail about obligating funds, please see the Cal ICH Grants Obligation Handout.

"Expended" means ERF funds have been fully paid and receipted, and no invoices remain outstanding.

All requirements listed above, including expenditure maximums and expenditure minimums, are required per statute. Cal ICH monitors progress toward these deadlines using data provided on the quarterly reports.

C. Reporting Deadlines

The ERF grantee (Monterey County) is required to submit a quarterly report to Cal ICH. Cal ICH will share templates and instructions for the quarterly report with the grantee. Sub-grantees and partners may be

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required to submit data regarding expenditures, technical assistance needs, and project status to support this reporting process.

For ERF 2R grantees, the following reporting calendar applies:

Report Period	Report Available	Report due to Cal ICH
January 1 - March 31	April 1	April 30
April 1 - June 30	July 1	July 31
July 1 - September 30	October 1	October 31
October 1 - December 31	January 1	January 31

D. Eligible Uses

Monterey County's ERF project received funding for the following eligible use categories: interim sheltering, rapid re-housing, street outreach, and administrative costs. The following personnel and non-personnel costs focus on the interim sheltering category, which includes: "interim sheltering, limited to newly developed clinically enhanced congregate shelters, new or existing non-congregate shelters, and operations of existing navigation centers and shelters based on demonstrated need that are well suited for eligible persons."

Personnel Costs	
Entity	**Cost Category**
[Shelter Provider]	Vice President Emergency Housing (0.05 FTE)
	Director of Interim Housing (0.1 FTE)
	Case Manager (1.5 FTE)
	Resident Advocate (9.0 FTE)
	Housing Specialist (0.5 FTE)
	Program Manager (1.0 FTE)
	Clinician (0.15 FTE)
	Shift Supervisor (1.5 FTE)
	Maintenance Tech Lead (1.0 FTE)
	Janitorial Services (1.0 FTE)

Non-Personnel Costs	
Entity	**Cost Category**
Monterey County	Contingencies
Westview Presbyterian	Rent, paving
Housing for Health Partnership	HMIS licenses
Dignity Moves	Site development (units, design, consultants)
Food Provider	Meals
Shelter Provider	Facility equipment and supplies
	Fire monitoring
	Incentives
	Internet services
	IT equipment
	Landscaping
	Laundry equipment
	Kitchen equipment
	Pantry

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Non-Personnel Costs	
Entity	**Cost Category**
	Pest control
	Pet services
	PGE
	Property insurance
	Radios
	Sewage
	Shared space furnishings
	Staff mileage and travel
	Surveillance
	Training expenses
	Vehicles
	Vendors/Contractors
	Waste management
	Water

Any changes to this budget must be authorized through the change request process. Please contact Sarah Federico at federicos@co.monterey.ca.us to request a budget change.

E. HMIS

For the ERF project, client-level data is collected via the Homeless Management Information System (HMIS). For the ERF project, please work with the Continuum of Care to set-up the project in alignment with HUD Data Standards.

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Step Up Contract Administrator: Tod Lipka, CEO
Email Address: Tlipka@stepup.org
Direct Phone Number: (310) 394-6889

Email Report to: HomelessServices@countyofmonterey.gov
cc: federicos@countyofmonterey.gov

Interim Sheltering Allocation:	**$1,209,964.00**
Rapid Rehousing Allocation:	**$492,000.00**
Total Contract Amount:	**$1,701,964.00**

STEP UP ON SECOND STREET, INC.

Reporting Period:	**October 1, 2024 to December 31, 2024**
Report Due Date:	**January 15, 2025**

Eligible Use Category	Remaining Balance	Expended This Period
Interim Sheltering:	$1,209,964.00	
Rapid Rehousing:	$492,000.00	
Total Balance:	**$1,701,964.00**	**$0.00**

Summary of Performance Activities Outlined in Exhibit A. Section F: Description of Services. Each quarterly report shall include a short narrative of program outcomes and impacts for the reporting period, reflecting the progress of their ERF-3-R program.

Program Milestone Progress
Program Challenges
Program Success Stories

ERFG2SOLED: SOLEDAD ENCAMPMENT RESOLUTION PROGRAM

*Budget Modification Required?: Y/N *If yes, attach updated budget.

I certify that this report is correct and complete to the best of my knowledge and that the costs are eligible pursuant to the terms of the contract.

Person completing Invoice Title

Authorizing Signature Date

County Contract Manager Approval

Date

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Monterey County
Board of Supervisors

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

Board Order

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Wendy Root Askew to:

Agreement No.: A-17197
a. Ratify and authorize the County Administrative Officer or designee to execute a retroactive Standard Agreement between the County of Monterey and Step Up on Second Street, Inc. to provide interim housing and supportive services to the unhoused occupants of an encampment site in an amount not to exceed $1,701,164 for a term of November 1, 2024 through June 30, 2027; and,
b. Authorize and direct the Auditor-Controller to issue a one-time pre-payment to Step Up on Second Street, Inc., in the amount of $300,000 upon execution of the agreement with a certified invoice; and,
c. Approve and authorize the County Administrative Officer or designee, to sign up to three (3) future amendments to this agreement where amendments do not exceed 10% ($170,196.40) and do not significantly alter the scope of services as determined by the Director of the Homelessness Strategies and Initiatives Division and subject to approval by County Counsel.

PASSED AND ADOPTED on this 7th day of January 2025, by roll call vote:

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

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting January 7, 2025.

Dated: January 9, 2025
File ID: 24-817
Agenda Item No.: 45

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

Vicente Ramirez, Deputy

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/3/2024

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 (LA) Heffernan Insurance Brokers 757 S Alameda St Ste 350 Los Angeles CA 90021 License#: 0564249	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 213-622-6500 **FAX (A/C, No):** 213-785-6966 **E-MAIL ADDRESS:** hibcertrequest@heffins.com
INSURED Step Up on Second Street, Inc 1328 2nd Street Santa Monica CA 90401 STEPUPO-01	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Philadelphia Indemnity Insurance Company — 18058 **INSURER B :** Nonprofits United Vehicle Insurance Pool **INSURER C :** Philadelphia Indemnity Insurance Company **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 34440663 **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 ☒ OCCUR ☒ Deductible: $0 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC ☐ OTHER:	Y	Y	PHPK2572685-013	6/30/2024	6/30/2025	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 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			2131	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 5,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED X RETENTION $ 10,000			PHUB870912-013	6/30/2024	6/30/2025	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(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	 $ $ $
A A C	Crime - Employee Theft Sexual Abuse/Molestation Professional Liability			PHSD1845628 PHPK2572685-013 PHPK2572685-013	12/27/2023 6/30/2024 6/30/2024	12/27/2024 6/30/2025 6/30/2025	Limit Occur: $1,000,000 Occur: $1,000,000	1,000,000 Agg: $3,000,000 Agg: $3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: As per contract or agreement on file with the Insured.
County of Monterey, its officers, officials, volunteers, agents, and employees are included as an additional insured (primary and non-contributory) on General Liability, if required. Waiver of Subrogation is included on General Liability policy per the attached endorsement, if required.

CERTIFICATE HOLDER

County of Monterey
Contracts & Purchasing Division
1488 Schilling Place
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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Effective Date: 10/31/2024

Name of Person or Organization (Additional Insured):

County of Monterey, its officers, officials, volunteers, agents, and employees

SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the endorsement Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of or relating to your negligence in the performance of "your work" for such person(s) or organization(s) that occurs on or after the effective date shown in the endorsement Schedule.

This insurance is primary to and non-contributory with any other insurance maintained by the person or organization (Additional Insured), except for loss resulting from the sole negligence of that person or organization.

This condition applies even if other valid and collectible insurance is available to the Additional Insured for a loss or "occurrence" we cover for this Additional Insured.

The Additional Insured's limits of insurance do not increase our limits of insurance, as described in **SECTION III – LIMITS OF INSURANCE**.

All other terms, conditions, and exclusions under the policy are applicable to this endorsement and remain unchanged.

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
County of Monterey, its officers, officials, volunteers, agents, and employees
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY DELUXE ENDORSEMENT: HUMAN SERVICES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Extended Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	$30,000 limit	2
Damage to Premises Rented to You	$1,000,000	3
HIPAA	Clarification	4
Medical Payments	$20,000	5
Medical Payments – Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments – Bail Bonds	$5,000	5
Supplementary Payment – Loss of Earnings	$1,000 per day	5
Employee Indemnification Defense Coverage	$25,000	5
Key and Lock Replacement – Janitorial Services Client Coverage	$10,000 limit	6
Additional Insured – Newly Acquired Time Period	Amended	6
Additional Insured – Medical Directors and Administrators	Included	7
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured – Broadened Named Insured	Included	7
Additional Insured – Funding Source	Included	7
Additional Insured – Home Care Providers	Included	7
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured – Lessor of Leased Equipment	Included	7
Additional Insured – Grantor of Permits	Included	8
Additional Insured – Vendor	Included	8
Additional Insured – Franchisor	Included	9
Additional Insured – When Required by Contract	Included	9
Additional Insured – Owners, Lessees, or Contractors	Included	9
Additional Insured – State or Political Subdivisions	Included	10

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Duties in the Event of Occurrence, Claim or Suit	Included	10
Unintentional Failure to Disclose Hazards	Included	10
Transfer of Rights of Recovery Against Others To Us	Clarification	10
Liberalization	Included	11
Bodily Injury – includes Mental Anguish	Included	11
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	11

A. Extended Property Damage

SECTION I – COVERAGES, **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**, Paragraph **a.** is deleted in its entirety and replaced by the following:

a. Expected or Intended Injury

"Bodily injury" or property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

B. Limited Rental Lease Agreement Contractual Liability

SECTION I – COVERAGES, **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**, Paragraph **b. Contractual Liability** is amended to include the following:

(3) Based on the named insured's request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to $50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter's liability insurance of the client.

C. Non-Owned Watercraft

SECTION I – COVERAGES, **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions,** Paragraph **g. (2)** is deleted in its entirety and replaced by the following:

(2) A watercraft you do not own that is:

(a) Less than 58 feet long; and

(b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

D. Damage to Property You Own, Rent or Occupy

SECTION I – COVERAGES, **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE**

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LIABILITY, Subsection **2. Exclusions**, Paragraph **j. Damage to Property**, Item **(1)** is deleted in its entirety and replaced with the following:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a $30,000 limit. A client is defined as a person under your direct care and supervision.

E. Damage to Premises Rented to You

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:

a. The last paragraph of **SECTION I – COVERAGES**, **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**; is deleted in its entirety and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

b. SECTION III – LIMITS OF INSURANCE, Paragraph 6. is deleted in its entirety and replaced by the following:

Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

c. SECTION V – DEFINITIONS, Paragraph 9.a., is deleted in its entirety and replaced by the following:

A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

2. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Subsection **4. Other Insurance**, Paragraph **b. Excess Insurance**, **(1) (a) (ii)** is deleted in its entirety and replaced by the following:

That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner;

3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:

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a. $1,000,000; or

b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

F. HIPAA

SECTION I – COVERAGES, **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**, is amended as follows:

1. Paragraph **1. Insuring Agreement** is amended to include the following:

We will pay those sums that the insured becomes legally obligated to pay as damages because of a "violation(s)" of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any "suit," "investigation," or "civil proceeding" seeking these damages. However, we will have no duty to defend the insured against any "suit" seeking damages, "investigation," or "civil proceeding" to which this insurance does not apply.

2. Paragraph **2. Exclusions** is amended to include the following additional exclusions:

This insurance does not apply to:

a. Intentional, Willful, or Deliberate Violations

Any willful, intentional, or deliberate "violation(s)" by any insured.

b. Criminal Acts

Any "violation" which results in any criminal penalties under the HIPAA.

c. Other Remedies

Any remedy other than monetary damages for penalties assessed.

d. Compliance Reviews or Audits

Any compliance reviews by the Department of Health and Human Services.

3. SECTION V – DEFINITIONS is amended to include the following additional definitions:

a. "Civil proceeding" means an action by the Department of Health and Human Services (HHS) arising out of "violations."

b. "Investigation" means an examination of an actual or alleged "violation(s)" by HHS. However, "investigation" does not include a Compliance Review.

c. "Violation" means the actual or alleged failure to comply with the regulations included in the HIPAA.

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G. Medical Payments – Limit Increased to $20,000, Extended Reporting Period

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:

a. $20,000; or
b. The Medical Expense Limit shown in the Declarations of this Coverage Part.

2. SECTION I – COVERAGE, **COVERAGE C MEDICAL PAYMENTS**, Subsection **1. Insuring Agreement**, a. (3) (b) is deleted in its entirety and replaced by the following:

(b) The expenses are incurred and reported to us within three years of the date of the accident.

H. Athletic Activities

SECTION I – COVERAGES, **COVERAGE C MEDICAL PAYMENTS**, Subsection **2. Exclusions**, Paragraph **e. Athletic Activities** is deleted in its entirety and replaced with the following:

e. Athletic Activities

To a person injured while taking part in athletics.

I. Supplementary Payments

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B are amended as follows:

1. b. is deleted in its entirety and replaced by the following:

1. b. Up to $5000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.

1.d. is deleted in its entirety and replaced by the following:

1. d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.

J. Employee Indemnification Defense Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B the following is added:

We will pay, on your behalf, defense costs incurred by an “employee” in a criminal proceeding occurring in the course of employment.

The most we will pay for any “employee” who is alleged to be directly involved in a criminal proceeding is $25,000 regardless of the numbers of “employees,” claims or “suits” brought or persons or organizations making claims or bringing “suits.

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K. Key and Lock Replacement – Janitorial Services Client Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended to include the following:

We will pay for the cost to replace keys and locks at the "clients" premises due to theft or other loss to keys entrusted to you by your "client," up to a $10,000 limit per occurrence and $10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.

b. "Employee" means:

(1) Any natural person:

(a) While in your service or for 30 days after termination of service;

(b) Who you compensate directly by salary, wages or commissions; and

(c) Who you have the right to direct and control while performing services for you; or

(2) Any natural person who is furnished temporarily to you:

(a) To substitute for a permanent "employee" as defined in Paragraph **(1)** above, who is on leave; or

(b) To meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you.

(3) "Employee" does not mean:

(a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or

(b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."

c. "Manager" means a person serving in a directorial capacity for a limited liability company.

L. Additional Insureds

SECTION II – WHO IS AN INSURED is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/24/2024

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
NonProfits' United Workers' Compensation Group
610 Fulton Avenue, Suite 200
Sacramento, CA 95825

CONTACT NAME: Bree Wallace
PHONE (A/C, No, Ext): (916) 868-6226 FAX (A/C, No):
E-MAIL ADDRESS: Bree@nonprofitsunited.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : NonProfits' United Workers' Compensation Group	
INSURER B : Safety National Casualty Corporation	15105
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Step Up on Second Street, Inc.
Step Up on Second Street
1328 2nd Street
Santa Monica, CA90401

COVERAGES **CERTIFICATE NUMBER:** SUOSS-2705 **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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	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 $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			NPU-WCG 002-2024	1/1/2024	1/1/2025	X PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$ 750,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 750,000
							E.L. DISEASE - POLICY LIMIT	$ 750,000
B	XSWC			SP4067530	1/1/2024	1/1/2025	XS of $750,000 XS of $750,000	$2,000,000 (EL) Statutory (WC)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

County of Monterey
Contracts & Purchasing Division
1488 Schilling Place
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

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Coverage Part, Paragraph **3.a.** is deleted in its entirely and replaced by the following:

a. Coverage under this provision is afforded until the end of the policy period.

2. Each of the following is also an insured:

a. Medical Directors and Administrators – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.

b. Managers and Supervisors – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your "employees" are also insureds for "bodily injury" to a co-"employee" while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

c. Broadened Named Insured – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.

d. Funding Source – Any person or organization with respect to their liability arising out of:

(1) Their financial control of you; or

(2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

e. Home Care Providers – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.

f. Managers, Landlords, or Lessors of Premises – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

g. Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

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organization is an insured only with respect to liability for “bodily injury,” “property damage” or “personal and advertising injury” caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person’s or organization’s status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any “occurrence” which takes place after the equipment lease expires.

h. Grantors of Permits – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:

(1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:

(a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;

(b) The construction, erection, or removal of elevators; or

(c) The ownership, maintenance, or use of any elevators covered by this insurance.

i. Vendors – Only with respect to “bodily injury” or “property damage” arising out of “your products” which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

(1) The insurance afforded the vendor does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

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(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Sub-paragraphs **(d)** or (**f**); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.

j. Franchisor – Any person or organization with respect to their liability as the grantor of a franchise to you.

k. As Required by Contract – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations

l. Owners, Lessees or Contractors – Any person or organization, 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 when required by a contract.

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:

(a) 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

(b) 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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m. State or Political Subdivisions – Any state or political subdivision as required, subject to the following provisions:

(1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.

(2) This insurance does not apply to:

(a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

M. Duties in the Event of Occurrence, Claim or Suit

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph **2.** is amended as follows:

a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership; or

(3) An executive officer or insurance manager, if you are a corporation.

b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership; or

(3) An executive officer or insurance manager, if you are a corporation.

N. Unintentional Failure To Disclose Hazards

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

O. Transfer of Rights of Recovery Against Others To Us

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of

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Recovery Against Others To Us is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

P. Liberalization

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

Q. Bodily Injury – Mental Anguish

SECTION V – DEFINITIONS, Paragraph **3.** Is deleted in its entirety and replaced by the following:

"Bodily injury" means:

a. Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and

b. Except for mental anguish, includes death resulting from the foregoing (Item **a.** above) at any time.

R. Personal and Advertising Injury – Abuse of Process, Discrimination

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. SECTION V – DEFINITIONS, Paragraph 14.b. is deleted in its entirety and replaced by the following:

b. Malicious prosecution or abuse of process;

2. SECTION V – DEFINITIONS, Paragraph 14. is amended by adding the following:

Discrimination based on race, color, religion, sex, age or national origin, except when:

a. Done intentionally by or at the direction of, or with the knowledge or consent of:

(1) Any insured; or

(2) Any executive officer, director, stockholder, partner or member of the insured;

b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;

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c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or

d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

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Introduced: 10/20/2025

Current Status: General Government - Consent

Version: 1

Matter Type: General Agenda Item

a. Approve and authorize the Library Director or designee to accept a grant from the California State Library for $64,521 to provide Adult Literacy and Families for Literacy services; and
b. Approve and authorize the Library Director or designee to accept non-standard elements of the grant award agreement; and
c. Approve and authorize the Library Director or designee to accept up two to amendments or increases in this grant award that do not substantially change terms and conditions or increase the grant award more than 20% ($12,904) for a total not to exceed $77,425.

RECOMMENDATION:

It is recommended that the Board of Supervisors:
a. Approve and authorize the Library Director or designee to accept a grant from the California State Library for $64,521 to provide Adult Literacy and Families for Literacy services; and
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SUMMARY:

Monterey County Free Libraries has been awarded a grant from the California State Library to continue provision of Adult Literacy and Families for Literacy services.

DISCUSSION:

MCFL provides services for adults to build and enhance reading skills through group events, recruitment and training of individual tutors, and maintaining specific literacy focused materials in the library collections. This fundamental program is managed by a Librarian II and Library Assistant II who focus on Literacy programs, collections, and services systemwide. The program is supported through grants from the California Library Literacy Service (CLLS), donations from the Foundation for Monterey County Free Libraries, and the MCFL's operational budget. Additional support for California's Adult Literacy initiatives come from the federal Institution of Museum and Library Services, via Library Services and Technology Act grants to the California State Library. This multi-layered system of support allows public libraries to offer the chance to read and succeed at any age.

This CLLS grant supports MCFL in providing Adult Literacy and Families for Literacy programs, directly supporting a portion of staff time, materials for tutors and events, literacy collections, and ongoing recruitment and training of volunteer tutors.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
County Counsel has reviewed as to form.

FINANCING:
The Literacy services are a standard part of MCFL's services to the public, and the Department's operational budget anticipated this grant award, so no additional appropriations are necessary.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
Ongoing learning and support for the public to succeed in all walks of life.

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

Prepared by: Ava Rivera, Senior Account Clerk, x7559
Approved by: Hillary Theyer, Library Director, x7566

Attachment A:
Literacy Grant Award Packet 2025

Introduced: 10/20/2025 **Current Status:** Draft

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

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Prepared by: Ava Rivera, Senior Account Clerk, x7559
Approved by: Hillary Theyer, Library Director, x7566

Attachment A:
Literacy Grant Award Packet 2025

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CALIFORNIA STATE LIBRARY

16 September 2025

Hillary Theyer
Monterey County Free Libraries
188 Seaside Circle
Marina, CA 93933

Dear Hillary Theyer,

We are pleased to provide funds to support your California Library Literacy Services program and the important work that you, your staff, and your volunteers do in your community.

Your total award amount for the 2025-2026 fiscal year beginning July 1, 2025, is:

In Process

- Adult Literacy and Family Literacy Services: $64,521
- **Total Award: $64,521**

CLLS programs with Family Literacy Services will receive one award total, referred to as a "block grant," for the 2025-2026 project period. Your library is responsible for allocating award funds between Adult Literacy Services and Family Literacy Services to respond to community needs and for adhering to the following requirements:

- **At least 51 percent** of the block grant award must be allocated to Adult Literacy Services.
- **At least 26 percent** of the block grant award must be allocated to Family Literacy Services.
- Programs who requested a fixed award for Family Literacy Services may adjust their request by +/- 25 percent. Contact your state team for support.

The block grant model does not apply to English as a Second Language Services funds for the 2025-2026 project period.

Your award will be claimed in two stages. The claim form included in this award packet will allow you to request the first 90% of your total award:

- **Total Initial Award Amount: $58,069**

Information about claiming the rest of your award is included in the payment schedule at the end of your award packet.

You must encumber your funds by June 30, 2026. You must fully expend funds by September 30, 2026, or by the final report due date, in accordance with your approved

Library – Courts Building
P.O. Box 942837
Sacramento, CA 94237-0001

916-323-9759
csl-adm@library.ca.gov
www.library.ca.gov

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budget on file with the State Library. Encumbered funds are those that have been deposited in the grantee's accounting system and for which a budget has been provided to and approved by the State Library.

Review the California Library Literacy Services Allowable and Unallowable Expenses guidelines to ensure project expenditures are consistent with the California Library Literacy Services allowable expenses. If you have questions about expenses or expending award funds, contact Allyson Jeffredo at CLLS@library.ca.gov.

We strongly encourage your program staff to develop and maintain community partners to strengthen your program, attend regular regional library literacy network meetings, participate in your local Adult Education Consortium/a, and participate in library literacy training opportunities offered by the regional networks and the State Library to meet the California Library Literacy Services Mission, Values, and Program Essentials. Additional California Library Literacy Services resources can be found on the California Library Literacy Services website.

The payment process begins when we receive your completed and signed claim form, certification form, and State Funded Grants Award Agreement and Certificate of Compliance included in this packet. All forms should be completed and signed through Docusign to be processed for payment.

Our library literacy staff are available to assist you throughout the year. Contact your Program Consultant Lisa Lindsay and your Grant Monitor Allyson Jeffredo at CLLS@library.ca.gov with any questions.

Thank you for your willingness to do so much for those in your community. Best wishes for a successful year.

Respectfully yours,

Signed by:
BDA50981C41C416...

10/9/2025

Greg Lucas
California State Librarian

Cc: Lisa Lindsay, lisa.lindsay@library.ca.gov
Allyson Jeffredo, allyson.jeffredo@library.ca.gov
State Library Fiscal Office, stategrants.fiscal@library.ca.gov
Sarah Hoeffel, HoeffelS@coountyofmonterey.gov

Enc: Re: CLLS25-46: Claim form, certification form, and State Funded Grants Award Agreement and Certificate of Compliance

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Sacramento, CA 94237-0001

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CALIFORNIA STATE LIBRARY

THE BASICS – YOUR GRANT AWARD
The following provides all the basic information about your grant and managing your grant.

Award #:	CLLS25-46
Library/Organization:	Monterey County Free Libraries
Project Title:	California Library Literacy Services
Award Amount:	$64,521
Start Date:	July 1, 2025
End Date:	September 30, 2026
NOTE: It can take six to eight weeks before grant funds are delivered. If you have not received your payment after eight weeks, contact your grant monitor.	

In Process

GRANT AWARD INFORMATION
You can access your full grant award information and manage your grant through the grant management system, AmpliFund.

NOTE: You are required to submit a budget amendment for all budget changes regardless of amount. Amendments may be submitted throughout the year but no later than May 31 of the project period.

REPORTING
California Library Literacy Services participants are required to provide financial and narrative reports as outlined in the grant terms and conditions. The reporting schedule is detailed below:

Mid-Year Report	Due January 31, 2026
Final Report	Due September 30, 2026

Reports will be submitted through the AmpliFund grant management system. You can find support documents on the California State Library's Manage Your Current Grant page.

PAYMENTS
Libraries receive 90% of their total award amount upon receipt of the award letter.

Libraries receive the final 10% payment of their total award after successful completion of the California Library Literacy Services Mid-Year Report form.

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NOTE: Libraries have 15 months to spend their California Library Literacy Services award funds, from July 1, 2025, in which the funds are awarded until September 30 of the following year or when the final report is due.

CONTACT

We want your project to be successful. Please work with your grant monitor and program consultant to implement your project:

Grant Monitor:	Allyson Jeffredo
Monitor Phone Number:	916-603-6709
Monitor Email Address:	allyson.jeffredo@library.ca.gov
Program Consultant:	Lisa Lindsay
Consultant Phone Number:	916-603-6708
Consultant Email Address:	lisa.lindsay@library.ca.gov

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STATE-FUNDED GRANTS

AWARD AGREEMENT AND CERTIFICATE OF COMPLIANCE

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PROJECT SUMMARY

AWARD AGREEMENT BETWEEN THE STATE LIBRARY and Monterey County Free Libraries for the California Library Literacy Services project.

AWARD AGREEMENT NUMBER CLLS25-46

This Award Agreement ("Agreement") is entered into on July 1, 2025, by and between the California State Library ("State Library") and Monterey County Free Libraries, ("Grantee").

In Process

This Award Agreement pertains to Grantee's State-funded California Library Literacy Services project.

The Library Development Services Bureau ("LDS") of the State Library administers state and federal funds in the form of awards.

The Grantee was selected by the State Library to receive state grant funds in the amount of $64,521 through the process adopted by the State Library in administering such grants.

The State Library and the Grantee, for the consideration and under the conditions hereinafter set forth in the Grant Agreement, agree as follows:

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PROCEDURES and REQUIREMENTS

A. Term of the Agreement

The Grant term begins July 1, 2025, and ends June 30, 2026. The project's final expenditure date is September 30, 2026. If completion of the project occurs prior to the end of the grant period, this will be the end date of the term of this agreement. Grant eligible program expenditures may begin no earlier than the start date. The project period ends on June 30, 2026, and all eligible program costs must be incurred by this date.

In Process

B. Scope of Work

1. Grantee agrees to perform all activities specifically identified in the Grantee's application and submitted to the State Library in response to the California Library Literacy Services project.
2. The following activities and deliverables to be performed by the Grantee include, but are not limited to the following:
    - Maintain and keep records of expenditures related to the grant that are consistent with Generally Acceptable Accounting Practices (GAAP).
    - Make financial records available to the State Library upon request.
    - Work with the State Library staff to assure that funds are disbursed in compliance with the purpose of the grant.
    - Prepare and submit required narrative and financial reports.
    - Procure equipment, and other supplies as needed for the project.
    - Issue contracts for services, personnel, and consultants as needed for the project.
    - If applicable, make payments for services, including for hours worked and travel reimbursements, to consultants and contractors.
    - Oversee the implementation of project activities.

C. Budget Detail

The State Library shall provide the Grantee funding for the expenses incurred in performing the Scope of Work and activities specified in the Grantee's application. The

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Grantee shall request the distribution of grant funding consistent with its proposal and the budget worksheet that was included with the application. Under no circumstances shall payments exceed the total grant amount identified in this Agreement.

D. Narrative and Financial Reports

1. The Grantee shall be responsible for submission of interim and final **narrative and financial** reports on the progress and activities of the project, to the California State Library, using the sample report documents provided by the California State Library.

2. All the reports must be current, include all required sections and documents, and must be approved by the Grant Monitor before any payment request can be processed. Failure to comply with the specified reporting requirements may be considered a breach of this Agreement and result in the termination of the Agreement or rejection of the payment request and/or forfeiture by the Grantee of claims for costs incurred that might otherwise have been eligible for grant funding. Any problems or delays must be reported immediately to the Grant Monitor. The financial reports shall reflect the expenditures made by the Grantee under the Agreement and may be incorporated into the same reporting structure as the narrative reports.

3. The reports shall be submitted by the following dates:

Reporting Period	Report	Due Date
July 1 - December 31	Mid-Year Report Due	January 31, 2026
July 1 - June 30	Final Report Due	September 30, 2026

4. Failure to submit timely reports with the appropriate documentation by the due date may result in rejection of the payment request and/or forfeiture by the Grantee of claims for costs incurred that might otherwise have been eligible for grant funding.

5. The Grantee agrees to maintain records and supporting documentation pertaining to the performance of this grant, subject to possible audit for a minimum of five (5) years after final payment date or grant term end date, whichever is later. Please refer to Exhibit A, Terms and Conditions for more information.

6. In addition to the foregoing, the Grantee shall submit to the State Library such periodic reports, updates, documents and any information as deem necessary by the State Library to monitor compliance and/or perform program

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evaluation. Any requested data or information shall be submitted in electronic format on a form specified by the State Library.

E. Claim Form and Payment

1. The California State Library shall provide the Grantee payment as outlined in the payment schedule only if all requirements for claiming the funds as outline in this document have been met, and only for those activities and costs specified in the approved award application.
2. The Grantee shall complete, sign, and submit Certification of Compliance form (Exhibit B) and the Financial Claim form (included in your award packet), to the California State Library within 14 days of receiving this award packet. These forms will be issued, signed, and submitted using the online signature and agreement platform, DocuSign, unless DocuSign is unallowable or inconsistent with practices and policies of the local jurisdiction. If the use of DocuSign is not acceptable to your organization, please contact your grant monitor regarding alternate options.
3. Any of the sums appearing under the categories in the approved budget may be adjusted with prior authorization from the California State Library Grant Monitor. This would be to increase the allotment with the understanding that there will be corresponding decreases in the other allotments so that the total amount paid by the California State Library to the Grantee under this Agreement shall not exceed the awarded amount, which shall be expended/encumbered during the grant period.
4. If the payment amount made by the California State Library exceeds the actual expenses incurred during the term of this Agreement, as reflected in the financial reports to be filed by the Grantee, the Grantee shall immediately refund the excess payment amount to the California State Library.
5. The Award payments will only be made to the Grantee. It is the Grantee's responsibility to pay all contractors and subcontractors for purchased goods and services.
6. The Final Payment of 10% (if applicable) will be withheld and retained by the California State Library until all conditions agreed upon in this Agreement, including submission and grant monitor approval of the interim and final narrative and financial reports, have been satisfied.
7. **Prompt Payment Clause**
   The California State Library will make payments to the Grantee in accordance with the Prompt Payment Clause under Government Code, section 927, *et. seq*. The Grantee may typically expect payment within 45 days from the date a grant payment request is properly submitted and approved by the Grant Monitor.

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8. **Budget Contingency Clause**
   a. It is mutually agreed that if the Budget Act of the current fiscal year or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the California State Library shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Agreement and the Grantee shall not be obligated to perform any provisions of this Agreement.
   b. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Program, the California State Library shall have the option to either cancel this Agreement with no liability occurring to itself or offer an Agreement amendment to the Grantee to reflect the reduced amount.

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EXHIBIT A: TERMS and CONDITIONS

1. Accessibility: The State is responsible for ensuring that public websites are accessible to both the general public and state employees, including persons with disabilities. Grantee shall assist the State in meeting its responsibility. Therefore, all project materials generated by state funded programs must meet the California Accessibility Standards. Additionally all project materials designed, developed, and maintained shall be in compliance with the California Government Code, sections 7405 and 11135, and the current Web Content Accessibility Guidelines, as published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success criteria.

   However, if for some reason project material is not generated to be in compliance to meet these standards, please still submit it to the State Library. When submitting the material make sure to note that the material is not accessible by including "NOT ACCESSIBLE" in the file name.

   The California State Library reserves the right to post project materials to its website that are in compliance with these standards.

2. Acknowledgment: The State of California and the California State Library shall be acknowledged in all promotional materials and publications related to the California Library Literacy Services project.

   a. Grant award recipients must ensure that the State of California receives full credit as the source of funds and that the California State Library, likewise, is acknowledged as the administrator.
   b. Publications and information releases about the project must credit the State of California. An appropriate statement for a publication or project press release is:

      "This [publication/project] was supported in whole or in part by funding provided by the State of California, administered by the California State Library."

      Grantees must include the above statement in any publications, vehicle wraps, and promotional materials, including websites. If space is limited the State Library logo and the following shortened acknowledgement statement is acceptable:

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"Funding provided by the State of California."

c. This credit line on products of a project, such as materials, is important to foster support from the public, and state funding sources.
d. California State Library Logo: Use of the California State Library logo, which can be downloaded on the California State Library website, is required on any publication, vehicle wrap, or promotional material along with the above statement(s).
e. Photo Documentation: Digital photos are a great way to document the happenings of your project. It is recommended that you use a photo release form when taking photos of the public. You may use your library's photo release form or contact your grant monitor for the State Library's form.

3. Agency: In the performance of this Agreement the Grantee and its agents and employees shall act in an independent capacity and not as officers, employees or agents of the California State Library. The Grantee is solely responsible for all activities supported by the grant. Nothing in this Agreement creates a partnership, agency, joint venture, employment, or any other type of relationship between the parties. The Grantee shall not represent itself as an agent of the California State Library for any purpose and has no authority to bind the State Library in any manner whatsoever.

4. Amendment: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated into this Agreement is binding on any of the parties. This Agreement may be amended, modified or augmented by mutual consent of the parties, subject to the requirements and restrictions of this paragraph.

5. Applicable law: The laws of the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.

6. Assignment, Successors, and Assigns: The Grantee may not assign this Agreement or delegate its performance to any third-party person or entity, either in whole or in part, without the California State Library's prior written consent. The provisions of this Agreement shall be binding upon and inure to the benefit of the California State Library, the Grantee, and their respective successors and assigns.

7. Audit and Records Access: The Grantee agrees that the California State Library, the Department of General Services, the State Auditor, or their designated representatives shall have the right to review, audit, inspect and copy any records and supporting documentation pertaining to the performance of this Agreement. The Grantee agrees to maintain such records for possible audit for

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a minimum of five (5) years after the final payment, or grant term end date, whichever is later, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. The Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.

Examples of audit documentation may include, but not limited to, competitive bids, grant amendments, if any, relating to the budget or work plan, copies of any agreements with contractors or subcontractors if utilized, expenditure ledger, payroll register entries, time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts and change orders, samples of items and materials developed with grant funds, invoices and/or cancelled checks.

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8. Authorized Representative: Grantee and the California State Library mutually represent that their authorized representatives have the requisite legal authority to sign on their organization's behalf.

9. Communication: All communications from either party, including an interim check-in at any time during the grant term, shall be directed to the respective grant manager or representative of the California State Library or Grantee. For this purpose, the following contact information is provided below:

Monterey County Free Libraries
Hillary Theyer
188 Seaside Circle
Marina, CA 93933
TheyerHA@countyofmonterey.go
v

California State Library
Allyson Jeffredo
900 N Street
Sacramento, CA 95814
Allyson.jeffredo@library.ca.gov
916-603-6709

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10. Confidentiality: Grantee will maintain as confidential any material it receives or produces that is marked **Confidential** or is inherently confidential or is protected by privilege. Grantee agrees to alert the State Library to this status in advance, and State Library agrees to maintain this status in conformity with the Public Records Act.

11. Contractor and Subcontractors: Nothing contained in this Grant Agreement or otherwise shall create any contractual relation between the State and any contractor or subcontractors, and no contract or subcontract shall relieve the Grantee of his or her responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the State for the acts and omissions of its contractors, subcontractors, volunteers, student interns 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 Grantee. The Grantee's obligation to pay its contractors and subcontractors is an independent obligation from the State's obligation to make payments to the Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any contractor or subcontractor.

12. Copyright: Grantee owns and retains titles to any copyrights or copyrightable material from any original works that it creates within the scope of this Agreement in accordance with the federal Copyright Act. (17 U.S.C. 101, *et seq.*) Grantee is responsible for obtaining any necessary licenses, permissions, releases or authorizations to use text, images, or other materials owned, copyrighted, or trademarked by third parties and for extending such licenses, permissions, releases, or authorizations to the California State Library pursuant to this section. Also, the California State Library may upload, post or transmit copyrighted material produced or purchased with grant funds on a California State Library website for public access and viewing.

13. Discharge of Grant Obligations: The Grantee's obligations under this Agreement shall be deemed discharged only upon acceptance of the final report by California State Library. If the Grantee is a non-profit entity, the Grantee's Board of Directors shall accept and certify as accurate the final report prior to its submission to California State Library.

14. Dispute Resolution: In the event of a dispute, Grantee will discuss the problem informally with the Grant Monitor. If unresolved, the Grantee shall file a written "Notice of Dispute" with the State Library Grant Monitor within ten (10) days of discovery of the problem. Within ten (10) days of receipt, the Grant Monitor shall meet with the Grantee for purposes of resolving the dispute. Any dispute arising under the terms of this Agreement which is not disposed of within a reasonable period of time, the Grantee may bring it to the attention of the State Librarian or the designated representative. The decision of the State Librarian or designated representative shall be final.

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Unless otherwise instructed by the Grant Monitor, the Grantee shall continue with its responsibilities under this Agreement during any dispute.

15. Drug-free Workplace: The Grantee certifies under penalty of perjury under the laws of California, that the Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 *et. seq*.) and will provide a drug-free workplace by taking the following actions:

    a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
    b. Establish a Drug-Free Awareness Program to inform employees about all of the following:
        1) The dangers of drug abuse in the workplace.
        2) The Grantee's policy of maintaining a drug-free workplace;
        3) Any available counseling, rehabilitation and employee assistance programs.
        4) Penalties that may be imposed upon employees for drug abuse violations.
    c. Require that every employee who works on the Agreement will:
        1) Receive a copy of the Grantee's drug-free workplace policy statement.
        2) Agrees to abide by the terms of the Grantee's statement as a condition of employment on the Agreement.

    Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and grantee may be ineligible for award of any future state agreements if the California State Library determines that the grantee has made a false certification or violated the certification by failing to carry out the requirements as noted above.

16. Effectiveness of Agreement: This Agreement is of no force or effect until signed by both parties.

17. Entire Agreement: This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with all attachments hereto, contains the entire agreement of the parties.

18. Exclusive Agreement: This is the entire Agreement between the California State Library and Grantee.

19. Executive Order N-6-22-Russia Sanctions: The Grantee shall comply with Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate grant agreements with, and to refrain from entering any new grant agreements with, individuals or entities that are

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determined to be a target of Economic Sanctions. Accordingly, should the State determine Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Grantee advance written notice of such termination, allowing Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

20. Extension: The State Librarian or designee may extend the final deadline for good cause. The Grantee's request for an extension of the grant period must be made in writing and received by the California State Library at least 30 days prior to the final deadline.

21. Failure to Perform: The grant being utilized by the Grantee is to benefit the California Library Literacy Services project. If the Grant Monitor determines the Grantee has not complied with this Agreement, the Grantee may forfeit the right to reimbursement of any grant funds not already paid by the California State Library, including, but not limited to, the ten percent (10%) withhold.

22. Federal and State Taxes: The State Library shall not:

    a. Withhold Federal Insurance Contributions Act (FICA) payments from Grantee's payments or make FICA payments on the Grantee's behalf; or
    b. Make Federal or State unemployment insurance contributions on Grantee's behalf; or
    c. Withhold Federal or State income taxes from Grantee's payments

    Grantee shall pay all taxes required on payments made under this Agreement including applicable income taxes and FICA.

23. Force Majeure: Neither the California State Library nor the Grantee, its contractors, vendors, or subcontractors, if any, shall be responsible hereunder for any delay, default, or nonperformance of this Agreement, to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, flood, or other contingencies unforeseen by the California State Library or the Grantee, its contractors, vendors, or subcontractors, and beyond the reasonable control of such party.

24. Forfeit of Grant Funds and Repayment of Funds Improperly Expended: If grant funds are not expended, or have not been expended, in accordance with this Agreement, the State Librarian or designee, at his or her sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring the Grantee to forfeit the unexpended portion of the grant funds, including, but not limited to, the ten percent (10%) withhold, and/or to repay to the California State Library any funds improperly expended.

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25. Fringe Benefit Ineligibility: Grantee agrees that neither the Grantee nor its employees and contract personnel are eligible to participate in any employee pension, health benefit, vacation pay, sick pay or other fringe benefit plan of the State of California or the State Library.

26. Generally Accepted Accounting Principles: The Grantee is required to use Generally Accepted Accounting Principles in documenting all grant expenditures.

27. Grant Monitor: The Grant Monitor's responsibilities include monitoring grant progress and reviewing and approving Grant Payment Requests and other documents delivered to the California State Library pursuant to this Agreement. The Grant Monitor may monitor Grantee performance to ensure Grantee expends grant funds appropriately and, in a manner, consistent with the terms and conditions contained herein. The Grant Monitor does not have the authority to approve any deviation from or revision to the Terms and Conditions (Exhibit A) or the Procedures and Requirements unless such authority is expressly stated in the Procedures and Requirements.

28. Grantee: the government or legal entity to which a grant is awarded, and which is accountable to the California State Library for the use of the funds provided.

    a. The grantee will make reports to the State Librarian in such form and containing such information as may be required to ensure the proper used of funds consistent with the grantee's application and award agreement. The grantee will keep such records and afford such access as the California State Library may find necessary to assure the correctness and verification of such reports.

29. Grantee Accountability: The Grantee is ultimately responsible and accountable for the manner in which the grant funds are utilized and accounted for and the way the grant is administered, even if the Grantee has contracted with another organization, public or private, to administer or operate its grant program. In the event an audit should determine that grant funds are owed to the California State Library, the Grantee is responsible for repayment of the funds to the California State Library.

30. Grantee Funds: It is mutually agreed that the Grantee is responsible for furnishing funds beyond the grant award that may be necessary to complete the project.

31. Independent Action: Grantee reserves the right to fulfill its obligations under this Agreement in an independent manner, at any location and at any time within the agreed-upon timeline. Grantee's employees or contract personnel shall perform all services required by this Agreement, but their time need not be devoted solely to fulfilling obligations under this Agreement. Grantee shall furnish all equipment and materials used to meet its obligations and complete the Project. The State Library shall not provide

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any personnel or other resources beyond the grant award and is not required to provide training in connection with this Agreement.

32. Indemnification: Grantee agrees to indemnify, defend and save harmless the State of California, the California State Library and its officers, employees, and agents, from any and all claims, losses, and liabilities accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Agreement.

33. License to Use: The California State Library reserves a fully paid-up, royalty-free, nonexclusive, sub-licensable and irrevocable license to reproduce, publish, prepare derivative works, distribute or otherwise use, and to authorize third parties to use, any material received or maintained by Grantee in connection with this Agreement. This includes intellectual property, with or without third-party rights. All such usages will be for public library and State governmental purposes:

    a. The copyright in any work developed under this grant, sub-grant, or contract under this grant or sub-grant; and
    b. Any rights of copyright to which a Grantee, sub-grantee, or a contractor purchases ownership with grant support.

34. Limitation of Expenditure: Expenditure for all projects must conform to the grantee's approved budget and with applicable State laws and regulations. The total amount paid by the California State Library to the Grantee under this agreement shall not exceed $64,521 and shall be expended/encumbered in the designated award period.

    During the award period, the grantee may find that the awarded budget may need to be modified. Budget changes, requests for additional funds, or requests for reductions in award funding must be discussed with the assigned State Library Grant Monitor and a Grant Award Modification may be required to be submitted according to the instructions. Approval is by the State Librarian or their designee. Adjustments should be reported on the next financial report. Any adjustments in approved budgets must be documented and documentation retained in project accounts.

35. Lobbying: Grantee confirms that the grant funds will not be used for the purposes of lobbying or otherwise attempting to influence legislation, as those purposes are defined by the U.S. Internal Revenue Code of 1986.

36. Non-Discrimination Clause: During this grant period, the Grantee and the Grantee's contractors, and subcontractors shall not unlawfully discriminate,

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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, age, sexual orientation, or military and veteran status. Grantee shall insure that the evaluation and treatment of contractors, employees and applicants for employment are free from such discrimination and harassment.

Additionally, Grantee, contractors, and subcontractors, if applicable, shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 *et seq*.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 *et seq*.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135-11139.5), and the regulations or standards adopted by the California State Library to implement such article.

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Grantee shall permit access by representatives of the Department of Civil Rights and the California State Library upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or the California State Library shall require ascertaining compliance with this clause. Grantee, and its contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.) Grantee shall include the non-discrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under the Agreement.

37. Notices: All notices and other communications in connection with this Agreement shall be in writing, and shall be considered delivered as follows:

    a. **Electronic Mail (E-mail):** When sent by e-mail to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
    b. **DocuSign (e-signature platform)**: When sent via DocuSign a notification will be sent to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
    c. **Grants Management System**: When sent via / uploaded to the California State Library's Grants Management System a notification will be sent to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
    d. **Personally:** When delivered personally to the recipient's physical address as stated in this Agreement.

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e. **U.S. Mail:** Five days after being deposited in the U.S. Mail, postage prepaid, and addressed to recipient's address as stated in this Agreement.

38. Order of Precedence: The performance of this Agreement shall be conducted in accordance with the Terms and Conditions, Procedures and Requirements, Certificate of Compliance, Project Summary, Activities Timeline, and Budget, of this Agreement, or other combination of exhibits specified on the Grant Agreement Coversheet attached hereto (collectively referred to as "Terms"). Grantee's California State Library-approved Application (Grantee's Application) is hereby incorporated herein by this reference. In the event of conflict or inconsistency between the articles, exhibits, attachments, specifications or provisions that constitute this Agreement, the following order of precedence shall apply:

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a. Grant Agreement Coversheet and any Amendments thereto
b. Terms and Conditions
c. Procedures and Requirements
d. Certificate of Compliance
e. Project Summary
f. Grantee's Application (including Budget and Activities Timeline)
g. All other attachments hereto, including any that are incorporated by reference.

39. Payment:

a. The approved Budget, if applicable, is attached hereto and incorporated herein by this reference and states the maximum amount of allowable costs for each of the tasks identified in the Project Summary and Activity Timeline included in the project application. California State Library shall provide funding to the Grantee for only the work and tasks specified in the Grantee's Application at only those costs specified in the Budget and incurred in the term of the Agreement.
b. The Grantee shall carry out the work described in the Work Plan or in the Grantee's Application in accordance with the approved Budget and shall obtain the Grant Monitor's written approval of any changes or modifications to the Work Plan, approved project as described in the Grantee's Application, or the approved Budget prior to performing the changed work or incurring the changed cost. If the Grantee fails to obtain such prior written approval, the State Librarian or designee, at his or her sole discretion, may refuse to provide funds to pay for such work or costs.
c. The Grantee shall request funds in accordance with the funding schedule included in this agreement.

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d. Ten percent (10%) will be withheld from the Payment Request (if applicable) and paid at the end of the grant term, when all reports and conditions stipulated in this Agreement have been satisfactorily completed. Failure by the grantee to satisfactorily complete all reports and conditions stipulated in this Agreement may result in forfeiture of any such funds withheld.
e. Lodgings, Meals and Incidentals: Grantee's eligible costs are limited to the amounts authorized in the California State Administrative Manual (see Exhibit C or contact the Grant Monitor for more information).
f. Payment will be made only to the Grantee.
g. Reimbursable expenses shall not be incurred unless and until the grantee receives a Notice to Proceed as described in the Procedures and Requirements.

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40. Personal Jurisdiction: The Grantee consents to personal jurisdiction in the State of California for all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties. Native American Tribal grantees expressly waive tribal sovereign immunity as a defense to any and all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties.

41. Personnel Costs: Any personnel expenditures to be paid for with grant funds must be computed based on actual time spent on grant-related activities and on the actual salary or equivalent hourly wage the employee is paid for their regular job duties, including a proportionate share of any benefits to which the employee is entitled.

42. Pledge: This Agreement shall not be interpreted to create any pledge or any commitment by the State Library to make any other or further grants or contributions to Grantee, or any other person or entity in connection with the Project. It is mutually agreed that Grantee is responsible for furnishing funds beyond the grant award that may be necessary to complete outcomes or deliverables.

43. Privacy Protection: Both parties agree to protect the confidentiality of any non-public, personal information that may be contained in materials received or produced in connection with this Agreement, as required by Civil Code, section 1798, *et. seq*.

44. Prohibited Use: The expenditure under this program shall not be used to supplant Grantee efforts in other grant programs provided by the California State Library.

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45. Public Records Act: Material maintained or used by the California State Library is considered "public record" under the Public Records Act (PRA) at Government Code, sections 6250, *et. seq*. This includes the Interim and Final reports, and any other written communications between the parties. Grantee agrees to ensure that all content contained in its written reports are appropriate for publication. Said material, along with all other reports, documentation and data collected during the term of the Agreement, will be subject to disclosure unless it qualifies for exemption under the PRA in whole or in part. Grantee agrees to alert the State Library as to a basis for exemption, if any exists.

46. Publicity Obligations: Grantee will notify the State Library of any promotional materials or publications resulting from the grant no later than five (5) days in advance of distribution, whether they are print, film, electronic, or in any other format or medium. Copies of all promotional materials will be provided to the State Library. Grantee will acknowledge the State Library's support as noted above. Grantee agrees that the State Library may include information about this grant and its outcomes in its own annual reports, with specific reference to Grantee, and may distribute such information to third parties.

47. Records: Communications, grant related documents, data, original receipts, and invoices must be maintained by Grantee and shall be made available to the State Library upon request. Grantee agrees to maintain adequate grant program records and adequate financial records consistent with generally accepted accounting practices, and to retain all records for at least five (5) years after the end-of-term. The State Library may monitor or conduct an onsite evaluation of Grantee's operation to ensure compliance with this Agreement, with reasonable advance notice.

48. Reduction of Waste: In the performance of this Agreement, Grantee shall take all reasonable steps to ensure that materials purchased or utilized in the course of the project are not wasted. Steps should include, but not be limited to: the use of used, reusable, or recyclable products; discretion in the amount of materials used; alternatives to disposal of materials consumed; and the practice of other waste reduction measures where feasible and appropriate.

49. Reimbursement Limitations: Under no circumstances shall the Grantee seek reimbursement pursuant to this Agreement for a cost or activity that has been or will be paid for through another funding source. The Grantee shall not seek reimbursement for any costs used to meet cost sharing or matching requirements of any other California State Library funded program.

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50. Reports and Claims: It is the responsibility of the grantee make the required reports and claims to the California State Library.

    a. The grantee shall be responsible for submitting to the State Library Narrative Reports detailing progress and activities. The reports are due on the dates specified in the reporting schedule detailed in the Procedures and Requirements section.
    b. The grantee shall be responsible for submitting to the State Library Financial Reports reflecting grantee expenditure activity. The reports are due on the dates specified in the reporting schedule detailed in the Procedures and Requirements section.
    c. To obtain payment hereunder the grantee shall submit authorized claims provided by the State Library for that purpose, on each of the following mentioned dates for payment, and the California State Library agrees to reimburse the Library as soon thereafter as State fiscal procedures will permit.
    d. The final 10% of the grant award (if applicable) is payable only upon approval of all final reports and receipt of claim form. Failure to provide timely reports is a serious breach of an award recipient's administrative duty under the award.
    e. Payment will be provided to cover the expenditures incurred by the grantee for the project in the following manner:
        - $58,069 upon execution of the agreement and submission of claim by the grantee organization.
        - A second payment will be made after the submission and approval of the first reports and receipt of claim form in the amount of $6,452.

51. Self-Dealing and Arm's Length Transactions: All expenditures for which reimbursement pursuant to this Agreement is sought shall be the result of arm's-length transactions and not the result of, or motivated by, self-dealing on the part of the Grantee or any employee or agent of the Grantee. For purposes of this provision, "arm's-length transactions" are those in which both parties are on equal footing and fair market forces are at play, such as when multiple vendors are invited to compete for an entity's business and the entity chooses the lowest of the resulting bids. "Self-dealing" is involved where an individual or entity is obligated to act as a trustee or fiduciary, as when handling public funds, and chooses to act in a manner that will benefit the individual or entity, directly or indirectly, to the detriment of, and in conflict with, the public purpose for which all grant monies are to be expended.

52. Severability: If any part of this Agreement is found to be unlawful or unenforceable, such provisions will be voided and severed from this Agreement, but the remainder of the provisions in the Agreement will remain in full force and effect.

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53. Site Visits: The Grantee shall allow the California State Library to access and conduct site visits, with reasonable notice, at which grant funds are expended and related work being performed at any time during the performance of the work and for up to ninety (90) days after completion of the work, or until all issues related to the grant project have been resolved. A site visit may include, but not be limited to, monitoring the use of grant funds, provide technical assistance when needed, and to visit the State funded project.

54. Termination: The Agreement shall be subject to termination by the State Librarian or designee upon notice to the Grantee at least thirty (30) days prior to the effective date of termination. In the event this agreement is terminated, the Grantee shall deliver to the State Librarian copies of all reports, accounting, data, and materials prepared up to the date of termination. The State Librarian shall determine and pay the Grantee for necessary and appropriate expenditures and obligations up to the date of termination which have not been covered by prior installments previously paid to the Grantee. Upon such termination, the unused portion of the grant award must be returned to the California State Library within 45 days. If funding has been advanced to the Grantee, any unobligated balances, as determined by the State Librarian, shall be returned to the State Library within 45 days of the notice of termination.

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55. Timeline: Time is of the essence to this Agreement. It is mutually agreed between the parties that the grant application and the timeline included therein are part of the Agreement.

56. Unused Funds: At the end-of-term Grantee agrees to return any unexpended or unaccounted for funds to the State Library, or to submit a written request for an extension of the grant period. Funds will be considered unexpended or unaccounted if they were: (1) not used for their intended purpose, or (2) used inconsistent with the terms of this Agreement.

    Funds will also be considered unaccounted for, and must be returned, if the proposal outcomes or deliverables are materially incomplete by the end-of-term or earlier termination, as determined by the State Library in its sole discretion.

57. Waiver of Rights: California State Library shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by California State Library. No delay or omission on the part of California State Library in exercising any rights shall operate as a waiver of such right or any other right. A waiver by California State Library of a provision of this Agreement shall not prejudice or constitute a waiver of California State Library's right otherwise to demand strict compliance with

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that provision or any other provision of this Agreement. No prior waiver by California State Library, nor any course of dealing between California State Library and Grantee, shall constitute a waiver of any of California State Library's rights or of any of grantee's obligations as to any future transactions. Whenever the consent of California State Library is required under this Agreement, the granting of such consent by California State Library in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of California State Library.

58. Work Products: Grantee shall provide California State Library with copies of all final products identified in the Work Plan and Application. Grantee shall also provide the State Library with copies of all public education and advertising material produced pursuant to this Agreement.

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59. Worker's Compensation: The State of California will not provide Workers' Compensation insurance for Grantee or Grantee's employees or contract personnel. If Grantee hires employees to perform services required by this Agreement, Grantee shall provide Workers' Compensation insurance for them. The Grantee is aware of Labor Code Section 3700, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Labor Code, and the Grantee agrees to comply with such provisions before commencing the performance of the work of this Agreement.

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EXHIBIT B: CERTIFICATION of COMPLIANCE FORM

1. **AUTHORIZED REPRESENTATIVE:** I certify that the authorized representative named below is the legally designated representative of the Grantee for this Grant Agreement and project and is authorized to receive and expend funds in order to administer this grant program.
2. I certify that all information provided to the California State Library for review in association with this award is correct and complete to the best of my knowledge, and as the authorized representative of the Grantee, I commit to the conditions of this award, and I have the legal authority to do so.
3. I certify that any or all other participants or contractors in the grant program have agreed to the terms of the application/grant award and have entered into an agreement(s) concerning the final disposition of equipment, facilities, and materials purchased for this program from the funds awarded for the activities and services described in the attached, as approved and/or as amended in the application by the California State Librarian.
4. The authorized representative, on behalf of the Grantee, certifies that the Grantee will comply with all applicable requirements of State and Federal laws, regulations, and policies governing this program, to include the requirements listed below in this Certification of Compliance Form.
5. The authorized representative, on behalf of the Grantee, hereby certifies to the California State Library, for an award of funds in the amount $64,521. This award will provide library services as set forth in the Project Application as approved and/or as amended by the California State Librarian.
6. **STATEMENT OF COMPLIANCE:** Grantee has, unless exempted, complied with the non-discrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102).
7. **DRUG-FREE WORKPLACE REQUIREMENTS:** Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
   b. Establish a Drug-Free Awareness Program to inform employees about:
      1) the dangers of drug abuse in the workplace;

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2) the person's or organization's policy of maintaining a drug-free workplace;
3) any available counseling, rehabilitation and employee assistance programs; and,
4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,
2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Grantee may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Grantee has made false certification or violated the certification by failing to carry out the requirements as noted above. (Gov. Code § 8350 *et. seq*.)

8. <u>CONFLICT OF INTEREST:</u> Grantee needs to be aware of the following provisions regarding current or former state employees. If Grantee has any questions on the status of any person rendering services or involved with the Agreement, the California State Library must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code § 10410):

a. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
b. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code § 10411):

a. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
b. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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If Grantee violates any provisions of above paragraphs, such action by Grantee shall render this Agreement void. (Pub. Contract Code § 10420).

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code § 10430 (e)).

9. **LABOR CODE/WORKERS' COMPENSATION:** Grantee needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code § 3700).

10. **AMERICANS WITH DISABILITIES ACT:** Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 *et. seq*.)

11. **RESOLUTION:** For awards totaling $350,000 or more, a county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

12. **PAYEE DATA RECORD FORM STD. 204:** This form must be completed by all Grantees that are not another state agency or other governmental entity.

13. **DRUG FREE WORKPLACE:**
    a. Continue to provide a drug-free workplace by complying with the requirements in 2 C.F.R. part 3186 (Requirements for Drug-Free Workplace (Financial Assistance)). In particular, the recipient must comply with drug- free workplace requirements in subpart B of 2 C.F.R. part 3186, which adopts the Government-wide implementation (2 C.F.R. part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (P. L. 100-690, Title V, Subtitle D; 41 U.S.C. §§ 701-707).
    b. This includes but is not limited to: making a good faith effort, on a continuing basis, to maintain a drug-free workplace; publishing a drug-free workplace statement; establishing a drug-free awareness program for the employees; taking actions concerning employees who are convicted of violating drug statutes in the workplace.

14. **ACCESSIBILITY:** The organization receiving this award, as listed in the certification section below, and all program staff, will ensure all project materials will meet California accessibility standards.

15. **NON-DISCRIMINATION:** The organization receiving this award, as listed in the certification section below, and all program staff, agree to comply with all California non-discrimination laws.

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16. **ACKNOWLEDGEMENT:** The organization receiving this award, as listed in the certification section below, and all program staff, agree to comply with California State Library acknowledgement requirements.

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EXHIBIT C: CALIFORNIA LIBRARY LITERACY SERVICES GUIDELINES

1. California Library Literacy Services programs shall comply with the requirements in Sections 18880-18883 of the California Education Code.
2. California Library Literacy Services programs shall train and recruit volunteers to serve as tutors. Volunteer tutors are the primary instructors for the program.
3. California Library Literacy Services programs shall seek local government and community resources and develop cooperative relations with other local literacy services providers.
4. California Library Literacy Services programs will provide a base level of local and private fiscal support to be established by the California State Library.
5. In response to an expressed and recognized need from the field for specific program requirements, the California State Library and related stakeholders created a framework and program essentials. The framework and essentials describe what constitutes an effective program:
    a. California Library Literacy Services programs must use the Roles and Goals framework to implement and evaluate their literacy services.
    b. California Library Literacy Services programs' staff must attend their regional Library Literacy Network Meetings.
    c. Tutor training for volunteers should include, at a minimum, a program orientation, tutoring basics, and instruction on learner-driven services.
    d. California Library Literacy Services programs must align with the following program values:
        i. California Library Literacy Services is library based;
        ii. California Library Literacy Services is a core library service;
        iii. California Library Literacy Services is learner-driven;
        iv. California Library Literacy Services is community-focused;
        v. California Library Literacy Services is volunteer-supported;
        vi. California Library Literacy Services staff is professionally engaged; and
        vii. California Library Literacy Services supports families.
6. California Library Literacy Services Family Literacy programs (if applicable) shall provide services to prevent illiteracy through coordinated literacy and preliteracy services to families. Recruitment of parents not previously

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included in public library literacy programs is a high priority. Family Literacy programs are implemented and evaluated using the Family Literacy Evaluation Framework.

Certification

ORGANIZATION	
Name:	**Address** *(official and complete)*:
PROJECT COORDINATOR	
Name:	
Email:	**Phone**:
GRANTTEE AUTHORIZED REPRESENTATIVE	
Name: Hillary Theyer	**Title**:
Email: TheyerHA@co.monterey.ca.us	**Phone**:
Signature:	**Date**:

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Authorized Representative Signature

ORGANIZATION	
Name:	**Address** *(official and complete)*:
AUTHORIZED REPRESENTATIVE	
Signature:	**Date:**
Printed Name of Person Signing: Hillary Theyer	**Title**:
STATE OF CALIFORNIA	
Agency Name: California State Library	**Address**: 900 N Street, Sacramento, CA 95814
Signature: Signed by: BDA50981C41C416...	**Date**: 10/9/2025
Printed Name of Person Signing: Greg Lucas	**Title**: California State Librarian

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15 September 2025

RE: Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine

Dear Grantee,

You are receiving this notification because you currently have an active grant through the California State Library.

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). Failure to comply may result in the termination of contracts or grants, as applicable.

Please note that for any agreements or grants valued at $5 million or more, a separate notification will be sent outlining additional requirements specified under the EO.

Annly Roman
California State Library
900 N Street
Sacramento, CA 95814

Docusign Envelope ID: FCB0B0D3-A2F5-4ED1-8A04-03EF1AB8BD4D

CA LIBRARY LITERACY AND ENGLISH ACQUISITION SERVICES
FINANCIAL CLAIM
1st PAYMENT

Grant Award #:	CLLS-25-46	**Date:**	
Invoice #:	CLLS-25-46-01	**PO #:**	8250
Payee Name:	Monterey County Free Libraries (Legal name of authorized agency to receive, disburse and account for funds*)		
Complete Address:	Street Address, City, State, Zip Code (Warrant will be mailed to this address)		
Amount Claimed:	$58,069 (Payable Upon Execution of Agreement)	**Type of Payment:**	☒ PROGRESS
Grantee Name:	Monterey County Free Libraries (Name on Award Letter and Agreement)		☐ FINAL ☐ IN FULL
Project Title:	California Library Literacy Services		☐ AUGMENT
	For Period From: upon execution to end of grant period		

In Process

CERTIFICATION

I hereby certify under penalty of perjury: that I am the duly authorized representative of the claimant herein; that this claim is in all respects true, correct and in accordance with law and the terms of the agreement; and that payment has not previously been received for the amount claimed herein.

By

_____
(Signature of the Authorized Representative)

Hillary Theyer
(Print Name)

_____
(Title)

*Legal payee name must match the payee's federal tax return. Warrant will be made payable to payee name. Payee discrepancies in name and/or address may cause delay in payment. If you need to change payee name and/or address, please contact Fiscal Services at stategrants.fiscal@library.ca.gov.

State of California, State Library Fiscal Office

ENY: 2025
PURCHASING AUTHORITY NUMBER: CSL-6120
COA: 5432000
FAIN: LS or N/A

ITEM NO: 6120-213-0001, Chapter 4, Statutes of 2025
REPORTING STRUCTURE: 61202000
PROGRAM #: 5312

By _____ Date _____
(State Library Representative)

Print Form Reset Form

Docusign Envelope ID: FCB0B0D3-A2F5-4ED1-8A04-03EF1AB8BD4D

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 03/2021)

Section 1 – Payee Information

NAME (This is required. Do not leave this line blank. Must match the payee's federal tax return)

BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME (If different from above)

MAILING ADDRESS (number, street, apt. or suite no.) (See instructions on Page 2)

CITY, STATE, ZIP CODE	E-MAIL ADDRESS

Section 2 – Entity Type

Check one (1) box only that matches the entity type of the Payee listed in Section 1 above. (See instructions on page 2)

- ☐ **SOLE PROPRIETOR / INDIVIDUAL**
- ☐ **SINGLE MEMBER LLC** *Disregarded Entity owned by an individual*
- ☐ **PARTNERSHIP**
- ☐ **ESTATE OR TRUST**

CORPORATION (see instructions on page 2)

- ☐ **MEDICAL** *(e.g., dentistry, chiropractic, etc.)*
- ☐ **LEGAL** *(e.g., attorney services)*
- ☐ **EXEMPT** *(e.g., nonprofit)*
- ☐ **ALL OTHERS**

Section 3 – Tax Identification Number

Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must **match** the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. **Note:** Payment will not be processed without a TIN.

- For **Individuals**, enter SSN.
- If you are a **Resident Alien**, and you do not have and are not eligible to get an SSN, enter your ITIN.
- Grantor Trusts (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor's SSN.
- For **Sole Proprietor or Single Member LLC (disregarded entity), in which the sole member is an individual**, enter SSN (ITIN if applicable) or FEIN (FTB prefers SSN).
- For **Single Member LLC (disregarded entity), in which the sole member is a business entity**, enter the owner entity's FEIN. Do not use the disregarded entity's FEIN.
- For all other entities including LLC that is taxed as a corporation or partnership, estates/trusts (with FEINs), enter the entity's FEIN.

Social Security Number (SSN) or Individual Tax Identification Number (ITIN)

___ ___ ___ -___ ___ - ___ ___ ___ ___

OR

Federal Employer Identification Number (FEIN)

___ ___ - ___ ___ ___ ___ ___ ___ ___

In Process

Section 4 – Payee Residency Status (See instructions)

☐ **CALIFORNIA RESIDENT** – Qualified to do business in California or maintains a permanent place of business in California.

☐ **CALIFORNIA NONRESIDENT** – Payments to nonresidents for services may be subject to state income tax withholding.

☐ No services performed in California

☐ Copy of Franchise Tax Board waiver of state withholding is attached.

Section 5 – Certification

I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.

NAME OF AUTHORIZED PAYEE REPRESENTATIVE	TITLE	E-MAIL ADDRESS

SIGNATURE	DATE	TELEPHONE *(include area code)*

Section 6 – Paying State Agency

Please return completed form to:

STATE AGENCY/DEPARTMENT OFFICE	UNIT/SECTION
Ca. State Library	Admin/Accounting

MAILING ADDRESS	FAX	TELEPHONE *(include area code)*
900 N Street		916-603-7157

CITY	STATE	ZIP CODE	E-MAIL ADDRESS
Sacramento	CA	95814	accounting@library.ca.gov

Docusign Envelope ID: FCB0B0D3-A2F5-4ED1-8A04-03EF1AB8BD4D

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 03/2021)

GENERAL INSTRUCTIONS

Type or print the information on the Payee Data Record, STD 204 form. Sign, date, and return to the state agency/department office address shown in Section 6. Prompt return of this fully completed form will prevent delays when processing payments.

Information provided in this form will be used by California state agencies/departments to prepare Information Returns (Form1099).
NOTE: Completion of this form is optional for Government entities, i.e. federal, state, local, and special districts.

A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.

Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).

Section 1 – Payee Information

Name – Enter the name that appears on the payee's federal tax return. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

- Sole Proprietor/Individual/Revocable Trusts – enter the name shown on your federal tax return.
- Single Member Limited Liability Companies (LLCs) that is disregarded as an entity separate from its owner for federal tax purposes - enter the name of the individual or business entity that is tax liable for the business in section 1. Enter the DBA, LLC name, trade, or fictitious name under Business Name.
- Note: for the State of California tax purposes, a Single Member LLC is not disregarded from its owner, even if they may be disregarded at the Federal level.
- Partnerships, Estates/Trusts, or Corporations – enter the entity name as shown on the entity's federal tax return. The name provided in Section 1 must match to the TIN provided in section 3. Enter any DBA, trade, or fictitious business names under Business Name.

Business Name – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.
Mailing Address – The mailing address is the address where the payee will receive information returns. Use form STD 205, Payee Data Record Supplement to provide a remittance address if different from the mailing address for information returns, or make subsequent changes to the remittance address.

Section 2 – Entity Type

If the Payee in Section 1 is a(n)…	THEN Select the Box for…
Individual ● Sole Proprietorship ● Grantor (Revocable Living) Trust disregarded for federal tax purposes	Sole Proprietor/Individual
Limited Liability Company (LLC) owned by an individual and is disregarded for federal tax purposes	Single Member LLC-owned by an individual
Partnerships ● Limited Liability Partnerships (LLP) ● and, LLC treated as a Partnership	Partnerships
Estate ● Trust (other than disregarded Grantor Trust)	Estate or Trust
Corporation that is medical in nature (e.g., medical and healthcare services, physician care, nursery care, dentistry, etc. ● LLC that is to be taxed like a Corporation and is medical in nature	Corporation-Medical
Corporation that is legal in nature (e.g., services of attorneys, arbitrators, notary publics involving legal or law related matters, etc.) ● LLC that is to be taxed like a Corporation and is legal in nature	Corporation-Legal
Corporation that qualifies for an Exempt status, including 501(c) 3 and domestic non-profit corporations.	Corporation-Exempt
Corporation that does not meet the qualifications of any of the other corporation types listed above ● LLC that is to be taxed as a Corporation and does not meet any of the other corporation types listed above	Corporation-All Other

Section 3 – Tax Identification Number

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

Section 4 – Payee Residency Status

Are you a California resident or nonresident?

- A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.
- A partnership is considered a resident partnership if it has a permanent place of business in California.
- An estate is a resident if the decedent was a California resident at time of death.
- A trust is a resident if at least one trustee is a California resident.
  - For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:
Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov
For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov

Section 5 – Certification

Provide the name, title, email address, signature, and telephone number of individual completing this form and date completed. In the event that a SSN or ITIN is provided, the individual identified as the tax liable party must certify the form. Note: the signee may differ from the tax liable party in this situation if the signee can provide a power of attorney documented for the individual.

Section 6 – Paying State Agency

This section must be completed by the state agency/department requesting the STD 204.

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to $20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.

Introduced: 10/20/2025

Current Status: General Government - Consent

Version: 1

Matter Type: BoS Resolution

Authorize the Department of Emergency Management (DEM) to submit an application for the purpose of obtaining financial assistance from the California Governor's Office of Emergency Services for Fiscal Years (FY) 2025 and 2026 Homeland Security Grant Program (HSGP).

RECOMMENDATION:
It is recommended that the Board of Supervisors:
Authorize the Department of Emergency Management (DEM) to submit an application for the purpose of obtaining financial assistance from the California Governor's Office of Emergency Services for Fiscal Years (FY) 2025 and 2026 Homeland Security Grant Program (HSGP).

SUMMARY:
The Department of Emergency Management coordinates applications and reporting efforts for the Homeland Security Grant Program. As authorized representatives DEM can submit applications and execute grant documents for the purpose of obtaining financial assistance from the California Governor's office of Emergency Services for FY 2025, and 2026 Homeland Security Grant Program.

DISCUSSION:
The Homeland Security Grant Program (HSGP) is a federally funded grant that supports local government agencies in their efforts to prevent, protect, mitigate, and respond to acts of terrorism and other threats. HSGP funding also provides resources necessary for the implementation and administration of the National Preparedness System. The Fiscal Year 2026 HSGP Notice of Funding Opportunity (NOFO) was released on July 28, 2025. The Department of Emergency Management (DEM) administers the program and receives an annual award on behalf of the Monterey County Operational Area. HSGP funds are received annually and used to purchase specialized equipment for fire, law enforcement, public safety, and other local jurisdictional emergency management preparedness needs. Equipment purchased with HSGP funding strengthens the capabilities of local governments and partner agencies to plan for and respond to large-scale emergencies, disasters, and other hazardous events. DEM solicits project applications from partner agencies within the Operational Area and submits a consolidated application to CalOES on behalf of Monterey County.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
CalOES, County Counsel, Auditors and Contracts Purchasing review documents in relation to HSGP

and have approved as to form.

FINANCING:
Support for this action will not impact the Department of Emergency Management's FY 2025-26 Adopted budget and does not require matching funds. Projects will be initially funded through HSGP appropriations 024-001-8590-DEM002 and reimbursed upon project completion and when grant requirements are met.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
Applying for the Homeland Security Grant Program (HSGP) supports the County of Monterey Board of Supervisors' Strategic Plan by enhancing public safety, emergency preparedness, and community resilience through regional collaboration and resource-sharing. Leveraging federal funding reduces local costs while strengthening the County's ability to prevent, protect against, respond to, and recover from threats and hazards.

Mark a check to the related Board of Supervisors Strategic Plan Goals [Include one or two sentences referencing the Ordinance, Code, Board Order/Resolution, etc. in relation to this selection]:

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

If does not fall under any of the above Board of Supervisors Strategic Plan Goals (Other):

____ Administrative [Include one or two sentences referencing the Ordinance, Code, Board Order/Resolution, etc. in relation to this selection]

Link to the Strategic Plan:
<https://www.countyofmonterey.gov/home/showdocument?id=139569>

Prepared by: April Rodriguez, Management Analyst II, x1923
Approved by: Kelsey Scanlon, Director of Emergency Management, x1902
Approved by: Michael Beaton, Assistant County Administrative Officer, x3835

Attachments:
Attachment A: Board Resolution
Attachment B: FY25 Federal Emergency Management Agency (FEMA) Notice of Funding Opportunity
Attachment C: California Office of Emergency Services GMM 2025-08 FY25 HSGP Application Updates and Allocations

Introduced: 10/20/2025
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Resolution

Authorize the Department of Emergency Management (DEM) to submit an application for the purpose of obtaining financial assistance from the California Governor's Office of Emergency Services for Fiscal Years (FY) 2025 and 2026 Homeland Security Grant Program (HSGP).

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_X_ Safe and Resilient Communities
____ Diverse and Thriving Economy

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<https://www.countyofmonterey.gov/home/showdocument?id=139569>

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Approved by: Kelsey Scanlon, Director of Emergency Management, x1902
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Attachment A: Board Resolution
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Attachment C: California Office of Emergency Services GMM 2025-08 FY25 HSGP Application Updates and Allocations

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

Resolution No.

Authorize the Department of Emergency Management (DEM) to submit an application for the purpose of obtaining financial assistance from the California Governor's Office of Emergency Services for Fiscal Years (FY) 2025 and 2026 Homeland Security Grant Program (HSGP).

RECITALS:

WHEREAS, the Homeland Security Grant Program (HSGP) is a federally funded grant that supports local government agencies in their efforts to prevent, protect, mitigate, and respond to acts of terrorism and other threats; and

WHEREAS, the Department of Emergency Management (DEM) administers the Homeland Security Grant Program (HSGP) and receives an annual award on behalf of the Monterey County Operational Area. HSGP funds are received annually and used for the purchase of specialized equipment for fire, law enforcement, public safety, and other local jurisdictional emergency management preparedness needs; and

WHEREAS, management solicit project applications from partner agencies within the Operational Area and submit a consolidated application to CalOES on behalf of Monterey County. Equipment purchased with HSGP funds strengthens the capabilities of local governments and partner agencies to plan for and respond to large-scale emergencies, disasters, and other hazardous events; and

WHEREAS, the Board of Supervisors designates and authorizes Director of Emergency Management or Designee to execute grant documents as the Monterey County representatives.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Monterey, State of California, does hereby proclaim that:

Authorize the Department of Emergency Management (DEM) to submit an application for the purpose of obtaining financial assistance from the California Governor's Office of Emergency Services for Fiscal Years (FY) 2025 and 2026 Homeland Security Grant Program (HSGP)

PASSED AND ADOPTED on this 04th day of November 2025, by the following vote, to-wit:

AYES:
NOES:
ABSENT:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of

Supervisors duly made and entered in the minutes thereof of Minute Book_____for the meeting on _____.

Dated:

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

By _____

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

Resolution No.

Authorize the Department of Emergency Management (DEM) to submit an application for the purpose of obtaining financial assistance from the California Governor's Office of Emergency Services for Fiscal Years (FY) 2025 and 2026 Homeland Security Grant Program (HSGP).

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PASSED AND ADOPTED on this 04th day of November 2025, by the following vote, to-wit:

AYES:
NOES:
ABSENT:

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

meeting on _____.

Dated:

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

By _____

The Department of Homeland Security (DHS)

Notice of Funding Opportunity (NOFO)

Fiscal Year 2025 Homeland Security Grant Program

Fraud, waste, abuse, mismanagement, and other criminal or noncriminal misconduct related to this program may be reported to the Office of Inspector General (OIG) Hotline. The toll-free numbers to call are 1 (800) 323-8603 and TTY 1 (844) 889-4357.

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1. Basic Information

A. Agency Name	U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA)
B. NOFO Title	Fiscal Year 2025 Homeland Security Grant Program (HSGP) • State Homeland Security Grant Program (SHSP) • Operation Stonegarden (OPSG)
C. Announcement Type	Initial
D. Funding Opportunity Number	DHS-25-GPD-067-00-98
E. Assistance Listing Number	97.067
F. Expected Total Funding	$454,500,000 See Appendix A for the FY 2025 HSGP funding allocation tables.
G. Anticipated Number of Awards	56 awards
H. Expected Award Range	SHSP: $997,200 – $61,229,940 OPSG: $0 or $200,000 – $33,708,000
I. Projected Application Start Date	07/28/2025 08:00 a.m. Eastern Time (ET)
J. Projected Application End Date	08/11/2025 05:00 p.m. Eastern Time (ET)
K. Anticipated Funding Selection Date	No later than August 23, 2025
L. Anticipated Award Date	No later than September 30, 2025
M. Projected Period of Performance Start Date	09/01/2025
N. Projected Period of Performance End Date	08/31/2028
O. Executive Summary	HSGP strengthens the nation's capacity to prevent, prepare for, protect against, and respond to acts of terrorism and other catastrophic events through the following two components: • SHSP: Supports the implementation of risk-driven, capabilities-based State Homeland Security Strategies to address capability targets.

	• OPSG: Enhances cooperation and coordination among state, local, tribal, territorial, and federal law enforcement agencies to jointly enhance security along the United States land and water borders.
P. Agency Contact	**a. *Program Office Contact*** FEMA has assigned Preparedness Officers to each state for the HSGP. If you are unsure who your Preparedness Officer is, please contact FEMA Grants News by phone at (800) 368-6498 or by email at fema-grants-news@fema.dhs.gov, Monday through Friday, 9:00 AM – 5:00 PM ET. **b. *FEMA Grants News*** This channel provides general information on all FEMA grant programs and maintains a comprehensive database containing key personnel contact information at the federal, state, and local levels. FEMA Grants News Team is reachable at fema-grants-news@fema.dhs.gov. OR (800) 368-6498, Monday through Friday, 9:00 AM – 5:00 PM ET. **c. *Grant Programs Directorate's (GPD) Award Administration Division*** GPD's Award Administration Division (AAD) provides support regarding financial matters and budgetary technical assistance. AAD can be contacted at ASK-GMD@fema.dhs.gov. **d. *FEMA Regional Offices*** FEMA Regional Offices also may provide fiscal support, including pre- and post-award administration and technical assistance. FEMA Regional Office contact information is available at https://www.fema.gov/fema-regional-contacts. **e. *Civil Rights*** Consistent with Executive Order 14173, *Ending Illegal Discrimination & Restoring Merit-Based Opportunity*, the FEMA Office of Civil Rights is responsible for ensuring compliance with and enforcement of federal civil rights obligations in connection with programs and services conducted by FEMA. They are reachable at FEMA-CivilRightsOffice@fema.dhs.gov. **f. *Environmental Planning and Historic Preservation*** The FEMA Office of Environmental Planning and Historic Preservation (OEHP) provides guidance and information about the EHP review process to FEMA programs and recipients and subrecipients. Send any inquiries regarding compliance for FEMA grant projects under this NOFO to FEMA-OEHP-NOFOQuestions@fema.dhs.gov.

	g. ***FEMA GO*** For technical assistance with the FEMA GO system, please contact the FEMA GO Helpdesk at femago@fema.dhs.gov. or (877) 585-3242, Monday through Friday, 9:00 AM – 6:00 PM ET. **h.** ***FEMA Preparedness Toolkit*** The FEMA Preparedness Toolkit (PrepToolkit) provides access to tools and resources needed to implement the National Preparedness System and provide a collaborative space for communities completing the Unified Reporting Tool (URT). Recipients complete and submit their Threat and Hazard Identification and Risk Assessment (THIRA) and Stakeholder Preparedness Review (SPR), and other required assessments using the PrepToolkit. For assistance, contact support@preptoolkit.fema.dhs.gov. **i.** ***Preparedness Grants Manual*** Recipients seeking guidance on policies and procedures for managing preparedness grants should reference the Preparedness Grants Manual at Preparedness Grants Manual.

2. Eligibility

A. Eligible Entities/Entity Types	Only the following entities or entity types are eligible to apply. **a.** ***Applicants*** 1. Eligible Applicants The State Administrative Agency (SAA) is the only entity eligible to submit HSGP applications to DHS/FEMA. HSGP funds are provided to SAAs, which manage and distribute the funds within their respective states or territories. SAAs issue subawards to local governments and other eligible organizations, ensuring that resources reach areas that need them to enhance security and disaster response. For this funding opportunity, the term "state" includes all U.S. states, the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands. Tribal governments are not eligible to apply directly for HSGP funding but may receive funding through their state's SAA. **b**. ***Subapplicant*** SAAs distribute HSGP funds through subawards to other state, local, or tribal organizations. These organizations, called subrecipients, use the funds to improve local and regional security efforts. Subapplicants should not have foreign nationals or noncitizens included. If a subapplicant has foreign nationals, they must be

	properly vetted and must adhere to all government statutes, policies, and procedures including "staff American, stay in America" and security requirements. 1. Subrecipient Eligibility Under HSGP, FEMA provides funds to each state's SAA. The SAA distributes these funds to other state or local organizations, such as city agencies or county departments. These distributed funds are called subawards, and the organizations receiving them are referred to as subrecipients. • SHSP: All U.S. states and territories listed above are eligible. Tribal governments must work through their state's SAA. • OPSG: Eligible subrecipients include county-level or equivalent governments and federally recognized tribal governments in states bordering Canada or Mexico, or those with international water borders. Applicants must have active U.S. Border Patrol operations coordinated with a U.S. Customs and Border Protection sector office to qualify. OPSG subrecipients are divided into three tiers based on their location: o Tier 1 includes counties or tribal governments directly on the land borders with Canada and Mexico, or those located directly on physical borders with Canada, Mexico, or along international water borders. o Tier 2 includes counties or tribal governments next to Tier 1 locations. o Tier 3 includes counties or tribal governments next to Tier 2 locations. The tier structure is only applicable with regard to eligibility. OPSG funding allocations are based on the assessed border security risks as determined by the U.S. Border Patrol. ***c. All Recipients - Compliance with Federal Immigration Laws*** An immigration term and condition may be material to the Department of Homeland Security's decision to make this grant award, and the Department of Homeland Security may take any remedy for noncompliance, including termination, if the state or territorial recipient or any local government subrecipient fails to comply with this term and condition. No final agency determination has been made as of the date of this publication 2. Reducing Subapplicant Burden

	For FY 2025, each SAA is strongly encouraged to re-evaluate its process for collecting and evaluating subaward applications. FEMA encourages each SAA to minimize the type and quantity of information that it collects as part of the subaward application process, in order to decrease the overall financial and time burden associated with applying for subawards under this grant program. Each SAA should review its subaward application and reduce or eliminate the request for any information that is not needed for legal, financial, or oversight purposes. For more details on eligibility requirements or restrictions to subawards/subrecipients, please see the Preparedness Grants Manual.
B. Project Type Eligibility	**a. *Unallowable Project Types*** See Section 3.F "Program-Specific Unallowable Costs" and 7.A.b "Ineligible Projects" for more information on unallowable project types. **b. *Allowable Project Types*** Allowable costs for SHSP and OPSG generally fall into five main categories: planning, organization, equipment, training, and exercises (POETE). All projects funded under SHSP must demonstrate a clear connection to building capabilities that prevent, prepare for, protect against, or respond to acts of terrorism. Please see Appendix 12.B: Allowable Costs for more information on allowable costs. If there are questions about specific experiences, contact your FEMA Preparedness Officer.
C. Requirements for Personnel, Partners, and Other Parties	An application submitted by an otherwise eligible non-federal entity (i.e., the applicant) may be deemed ineligible when the person that submitted the application is not: 1. ***A current employee, official, or leader*** of the recipient organization; and 2. ***Authorized to apply*** for the award on behalf of the entity at the time of submission. Additionally, the **Authorized Organization Representative (AOR)** must: 1. Be a current authorized employee, official, or leader of the recipient organization. 2. Use a unique email address associated with the recipient organization at the time of application and upon any change in assignment during the period of performance.

	Consultants or contractors are not permitted to serve as the AOR of the recipient organization. For more information on the roles and responsibilities of the AOR, refer to FEMA's guidance on Roles and Permissions. Subapplicants should not have foreign nationals or noncitizens included. If a subapplicant has foreign nationals, they must be properly vetted and must adhere to all government statutes, policies, and procedures including "staff American, stay in America" and security requirements. Subapplicants/subrecipients must submit short bios and resumes. This should include the type of entity, organizational leadership, and board members along with both the names and addresses of the individuals. Resumes are subject to approval.
D. Maximum Number of Applications	The maximum number of applications that can be submitted is: 1. One per SAA
E. Additional Restrictions	Applicants/subapplicants or recipients/subrecipients are required to certify their compliance with federal statutes, DHS directives, policies, and procedures. Under HSGP, there are specific funding guidelines / requirements for allocating funds: **a.** ***Pass-Through Requirements*** Awards made to the SAA for HSGP carry additional statutorily mandated pass-through requirements. Pass-through is defined as an obligation on the part of the SAA to make funds available to local units of government, combinations of local units, tribal governments, or other specific groups or organizations as defined at 6 U.S.C. § 101(13). **b.** ***National Priority Areas (NPAs) Minimum Spend Requirements*** Requires that SHSP recipients allocate at least 30% of their funds between the five NPAs. The five NPAs, along with the relevant minimum spend percentage, are: • Enhancing the Protection of Soft Targets/Crowded Places: No minimum spend. • Supporting Homeland Security Task Forces and Fusion Centers: No minimum spend. • Enhancing Cybersecurity: No minimum spend. • Enhancing Election Security: At least 3% of the total allocation must be dedicated to this area. • Supporting Border Crisis Response and Enforcement: At least 10% of the total allocation must be dedicated to this area.

	c. ***Law Enforcement Terrorism Prevention Activities (LETPA)*** 1. **Legal Requirement**: Per section 2006 of the *Homeland Security Act* of 2002 (codified as amended at 6 U.S.C. § 607(a)) DHS/FEMA is required to ensure that at least 25% of grant funding under HSGP is used for LETPA. 2. **FY 2025 Update:** DHS/FEMA has maintained this requirement at the FY 2024 level, mandating at least 35% HSGP funds are used for LETPA. 3. **Recipient Obligations:** • The requirement can be fulfilled by funding projects across any of the five NPAs or other investments that meet the LETPA criteria. **Additional Guidance:** Information Bulletin (IB) 485 includes the most up-to-date information on project selection considerations and allowable activities for LETPA investments and compliments IB 473. Both IBs are applicable to the FY 2025 HSGP NOFO. For comprehensive LETPA requirements, refer to the Law Enforcement Terrorism Prevention Activities Resource Guide. For more information on funding restrictions, refer to General Funding Requirements.
F. References for Eligibility Factors within the NOFO	Please see the following references provided below: 1. "Responsiveness Review Criteria" subsection 2. "Financial Integrity Criteria" subsection 3. "Supplemental Financial Integrity Criteria and Review" subsection 4. FEMA may/will request financial information such as Employer Identification Number (EIN) and bank information as part of the potential award selection. This will apply to everyone proposed, including subrecipients.
G. Cost Sharing Requirement	There is no cost share requirement.
H. Cost Share Description, Type and Restrictions	Not applicable.
I. Cost Sharing Calculation Example	Not applicable.
J. Required information for verifying Cost Share	Not applicable.

3. Program Description

A. Background, Program Purpose, and Program History

Background

HSGP includes two key grant programs designed to enhance the capabilities of state, local, tribal, and territorial governments, as well as nonprofits, in preventing, protecting against, and responding to terrorist attacks. These programs are part of a comprehensive set of measures authorized by Congress and implemented by the Department of Homeland Security (DHS) to strengthen the nation's communities against potential terrorist threats.

In FY 2025, HSGP continues to include two key grant programs:

- SHSP: Supports the implementation of risk-driven, capabilities-based State Homeland Security Strategies to address capability targets.
- OPSG: Enhances cooperation and coordination among state, local, tribal, territorial, and federal law enforcement agencies to jointly enhance security along the United States land and water borders.

These programs collectively aim to strengthen the nation's ability to prevent, prepare for, protect against, and respond to acts of terrorism and other threats.

Program Purpose and History

Since its inception in 2003, HSGP has significantly enhanced the nation's preparedness. HSGP addresses evolving threats such as cybersecurity vulnerabilities and the protection of soft targets and crowded places. It represents a comprehensive approach to national security, fostering collaboration across all levels of government and within communities to build a safer, more resilient nation. Through planning, training, equipment procurement, and exercises, the program ensures jurisdictions are prepared for a wide range of risks.

In recent years:

- Funding priorities have evolved to include cybersecurity, election security, and countering emerging national security threats.
- Key accomplishments include the development of interoperable communication systems, emergency response training, and investment in physical and cybersecurity measures.
- The program emphasizes strategic investments to address identified capability gaps, requiring alignment with Threat and Hazard Identification and Risk Assessment (THIRA) and Stakeholder Preparedness Review (SPR).

This support equips various jurisdictions with the necessary tools and resources to effectively manage and mitigate a wide range of threats and hazards, aligning with FEMA's goal of building a secure and resilient nation.

B. Goals and Objectives

As HSGP is comprised of two different grant programs, this section is divided into SHSP and OPSG, each with its own focus and goals. SHSP aims to strengthen the ability of states to prevent, prepare for, protect against, and respond to acts of terrorism and other hazards. OPSG, on the other hand, remains unique to border security, and focuses on improving cooperation between local, tribal, state, and federal law enforcement to secure America's international borders. These programs work together to build a secure and resilient nation, giving communities the tools and resources they need to handle various threats and emergencies effectively.

a. *SHSP Goal*

The goal of SHSP is to **support statewide and state, local, tribal, and territorial (SLTT) governments** in building, enhancing, and sustaining the capabilities needed to prevent, prepare for, protect against, and respond to acts of terrorism. SHSP funding is intended to help SLTT agencies address capability gaps identified through the THIRA/SPR process, as well as prioritize resources toward high-impact security focus areas, known as NPAs.

SHSP aims to build a cohesive and collaborative approach to homeland security by promoting national preparedness and resilience.

b. *SHSP Objectives*

SHSP provides resources that support eligible SLTT governments in meeting the following objectives:

- Build and sustain core capabilities, including LETPA and the NPAs (see priorities below);
- Address capability gaps identified in their THIRA and SPR process; and
- Implement a comprehensive and coordinated approach to address enduring security needs of communities that includes planning, training and awareness campaigns, equipment and capital projects, and exercises.

c. *SHSP Funding Priorities and Requirements*

HSGP establishes specific funding requirements to ensure resources are allocated effectively and address critical national priorities.

1. Law Enforcement Terrorism Prevention Activities (LETPA)

- Description: LETPA are initiatives funded through HSGP aimed at enhancing law enforcement's ability to prevent terrorist attacks. These activities focus on building and sustaining capabilities in areas such as intelligence analysis, information sharing, threat recognition, and terrorist interdiction.
- Allocation Requirement: At least 35% of total HSGP funds must be allocated to LETPA-related activities.
- Project Alignment: LETPA funds can be applied to projects across the five NPAs or other investments that meet LETPA criteria.
- Additional Guidance: For detailed guidance on allowable LETPA expenditures and requirements, refer to FEMA's Preparedness Grants Manual and Information Bulletin 485 and Information Bulletin 497.

2. National Priority Areas (NPAs)

- Description: FY 2025 HSGP aligns with the Administration's priorities by directing resources toward the most urgent threats facing the Nation. Through the State Homeland Security Program (SHSP), HSGP supports the development and sustainment of core capabilities essential to achieving the National Preparedness Goal (NPG): "A secure and resilient Nation."

  To ensure strategic focus, DHS has identified five NPAs that reflect the evolving risk landscape and national policy objectives. These priorities serve as a framework for targeting investments that build capability, reduce risk, and promote cross-sector coordination.

  The FY 2025 NPAs are:

  1. Enhancing the protection of soft targets and crowded places,
     - This includes faith-based organizations and election sites;
  2. Supporting Homeland Security Task Forces and fusion centers;
  3. Enhancing and integrating cybersecurity resiliency;
  4. Enhancing election security; and
  5. Border Crisis Response and Enforcement Support.
     - Example activities under border crisis response and enforcement support may include:
       1. Participation in the Department of Homeland Security/Immigration and Customs Enforcement 287(g) training program;
       2. Cooperation with Immigration and Customs Enforcement detainers; and
       3. Other jurisdictional responsibilities to support the enforcement of United States immigration law.

  These NPAs are rooted in the core mission areas of the NPG—prevention, protection, mitigation, and response—, and reflect a whole-of-government approach to homeland security. Applicants should use these priorities to guide planning, investment, and implementation to drive measurable outcomes and long-term resilience.

- Allocation Requirement:
  Recipients must allocate at least 30% of their SHSP funds to the five NPAs. Funds can be applied to projects across the five NPAs and can be used to meet LETPA criteria. By meticulously outlining how each investment and project meets LETPA and NPA requirements within the Investment Justifications (IJ), applicants can enhance the effectiveness and compliance of their funding proposals.

- Minimum Spend:
  - Enhancing Election Security requires at least 3% of total SHSP funds.
  - Supporting Border Crisis Response and Enforcement requires at least 10% of total SHSP funds.

- The remaining 17% can be allocated across the other NPAs.

Failure to meet NPA spending requirements will result in a hold on affected funds until compliance issues are resolved.

Priority Areas	Description	Minimum Allocation Requirement
Enhancing the Protection of Soft Targets/Crowded Places	Improving security at locations accessible to the public and vulnerable to attacks.	No minimum allocation
Supporting Homeland Security Task Forces and Fusion Centers	Promoting coordination of activities and critical information sharing and analysis to prevent and respond to threats.	No minimum allocation
Enhancing Cybersecurity	Strengthening the protection of computer systems and networks against cyber threats.	No minimum allocation
Enhancing Election Security	Ensuring the integrity and security of voting systems.	At least 3% of the total SHSP allocation must be dedicated to this area
Supporting Border Crisis Response and Enforcement	Supporting collaboration between state and local law enforcement and U.S. Immigration and Customs Enforcement (ICE) through the 287(g) program to identify and remove individuals who pose a threat to public safety and national security.	At least 10% of the total SHSP allocation must be dedicated to this area

States are encouraged to review the Strategic Framework for Countering Terrorism and Targeted Violence when developing investments.

- **NPA Investments: SHSP**
  - **Soft Targets/Crowded Places (no minimum percent)**
    Soft targets and crowded places, like parks, shopping centers, transportation hubs, and event venues, are increasingly appealing to terrorists because of their accessibility and the large gatherings. These areas often lack strict security measures, making them vulnerable. To address this, public and private sectors must collaborate to strengthen the security of locations such as transportation centers, restaurants, polling places, and similar facilities. Personnel responding to incidents at these sites should also be trained in key operational systems, such as the Incident Command System (ICS), to ensure effective on-scene incident management.

    In addition, the malicious use of unmanned aircraft systems (i.e., drones) poses safety and security risks to soft targets and crowded places. Detecting drones is an allowable use of funds under the HSGP in accordance with Executive Order 14305, *Restoring American Airspace Sovereignty*, which allows the purchase of unmanned aircraft systems (UAS) or equipment or services for the detection, tracking, or identification

of drones and drone signals, and FEMA Information Bulletin 530. Before purchasing and deploying these systems, as outlined EO 14305, recipients must:

- **Consult FEMA and Legal Experts:** Work with FEMA's Preparedness Officer and legal experts to ensure your policies and procedures comply with federal and state laws regarding surveillance and communication.
- **Develop Standard Operating Procedures (SOPs):** Establish clear guidelines to ensure operations are conducted in a manner consistent with First and Fourth Amendment protections, and other applicable provisions of federal law.
- **Provide Training and Certification:** Ensure personnel operating UAS systems are properly trained and certified, in accordance with FEMA and Federal Aviation Administration standards.

Applicants are encouraged to submit an investment related to protecting soft targets/crowded places. The proposed investment will be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments. States are encouraged to engage DHS' Protective Security Advisors for security assessments of soft targets to ensure that recommendations from those assessments are taken into consideration when allocating grant funding.

Additional Resources
Further guidance and resources for securing soft targets and crowded places can be found through the Cybersecurity and Infrastructure Security Agency (CISA) and the National Institute of Standards and Technology). For comprehensive compliance and operational details, refer to FEMA's Preparedness Grants Manual and related program documents.

- **Supporting Homeland Security Task Forces and Fusion Centers (no minimum percent)**
  This priority supports the Administration's direction under Executive Order 14159, *Protecting the American People Against Invasion*, which calls for the establishment of Homeland Security Task Forces (HSTFs) nationwide. These multi-agency teams—composed of federal and local law enforcement partners—are tasked with disrupting and dismantling transnational criminal organizations, targeting cross-border human smuggling and trafficking networks (especially those involving children), and using all appropriate law enforcement tools to support lawful immigration enforcement.

  Activities under this NPA also enhance broader national efforts in:

  - Counterterrorism
  - Cybersecurity
  - Border security
  - Immigration enforcement
  - Transnational organized crime
  - Protection of economic and critical infrastructure

  Allowable Costs:

Applicants may use grant funds for:

- Establishing or enhancing multi-agency HSTFS, including operational coordination centers
- Enhancing capabilities and integration with local fusion centers
- Procurement of technology or equipment to support surveillance, communications, and data analysis
- Development of standard operating procedures for information sharing, joint operations, and immigration enforcement coordination
- Personnel training, credentialing, and certification to improve interoperability and mission alignment
- Intelligence analysis, reporting, and suspicious activity monitoring
- Exercises and simulations focused on joint operations, intelligence sharing, or interdiction/disruption of criminal or smuggling networks
- Community engagement efforts to foster trust and encourage threat reporting

Fusion Center Requirements: While there is no minimum spending requirement for this NPA, applicants must include at least one dedicated fusion center project under this priority. Applicants must clearly justify how their project will enhance information sharing, collaboration, and a culture of national preparedness. DHS/FEMA will evaluate these investments based on their effectiveness and alignment with program objectives. Please see the Preparedness Grants Manual for more information on fusion center performance measures.

Additional resources and information regarding collaboration and information sharing are also available through the Department's Office of Intelligence and Analysis.

- **Cybersecurity (no minimum percent)**
  In today's interconnected world, increased connectivity brings greater risks, including the potential for adversaries and terrorists to exploit cyber vulnerabilities and disrupt critical systems. While not mandatory, applicants are encouraged to submit proposals for ongoing or high-priority cybersecurity projects. DHS/FEMA will evaluate these investments based on their effectiveness.

  Cybersecurity investments should enhance the security and functioning of critical infrastructure and core capabilities related to preventing, preparing for, protecting against, or responding to acts of terrorism.

  Additional resources and information regarding cybersecurity and cybersecurity performance goals are available through the Cybersecurity and Infrastructure Security Agency, Cross-Sector Cybersecurity Performance Goals | CISA, and the National Institute of Standards and Technology.

- **Election Security (3% minimum allocation)**
  In January 2017, DHS designated the infrastructure used to administer the Nation's elections as critical infrastructure. This designation recognizes that the United States'

election infrastructure is of such vital importance to the American way of life that its incapacitation or destruction would have a devastating effect on the country. Additionally, the Homeland Threat Assessment 2024 indicates that electoral processes remain an attractive target for many adversaries.

Securing election infrastructure, ensuring its continued operation in the face of threats and harassment, advancing the safety of election officials, and protecting against foreign interference are national security priorities. Because threats to election systems are constantly evolving, defending these systems requires constant vigilance, innovation, and adaptation. By integrating the directives of Executive Order 14248, *Preserving and Protection the Integrity of American Elections*, into the Election Security NPA, HSGP recipients can ensure that their efforts contribute to a secure, transparent, and resilient electoral process, thereby reinforcing public trust and the integrity of democratic institutions.[1]

To address these priorities, each state must make at least one (1) investment that supports physical and/or cyber election security. Proposed investments must meet or exceed the FY 2025 national priority percentage for election security (minimum 3%) and will be evaluated by DHS/FEMA for effectiveness and alignment with program goals.

To further strengthen election integrity, jurisdictions must:

- Prioritize compliance with the Voluntary Voting System Guidelines (VVSG) 2.0 established by the U.S. Election Assistance Commission;
- Complete testing through a Voting System Test Laboratory (VSTL) accredited by the Commission;[1]
- Utilize the U.S. Citizenship and Immigration Services' Systematic Alien Verification Entitlements (SAVE) system to verify that anyone working at a polling place in any capacity is a U.S. citizen.
- Demonstrate proof of compliance before accessing the full HSGP award—3% of the award will be withheld from drawdown until compliance is confirmed.

Additional resources and information regarding election security are available through the Cybersecurity and Infrastructure Security Agency.

Supporting Border Crisis Response and Enforcement (10% minimum allocation)
State and local law enforcement agencies are essential partners in safeguarding national security and public safety. Pursuant to Executive Order 14159, *Protecting the American People Against Invasion*, it is the policy of the United States to enforce immigration laws against all inadmissible and removable aliens—particularly those who threaten the safety or security of the American

[1] Exec. Order No. 14,248, Preserving and Protecting the Integrity of American Elections, 90 Fed. Reg. 14,005 (Mar. 25, 2025).

people. This includes the efficient execution of these laws through lawful incentives and enhanced detention capabilities.

This NPA supports efforts that align with this policy and promote cooperation between local and federal partners. Projects may include, but are not limited to:

- Participation in the DHS/ICE 287(g) program, allowing trained local officers to support ICE with immigration enforcement;
- Cooperation with ICE detainers and other jurisdictional responsibilities related to immigration enforcement; and
- Supportive activities such as officer training, technology and information sharing, operational support, and community engagement.

At least one (1) investment must support efforts under this NPA. Applicants must allocate at least 10% of total SHSP funds to this area. All investments will be reviewed by DHS/FEMA to ensure they are effective, lawful, and aligned with program goals. The SAA must coordinate with ICE on all projects and related matters. Additional guidance and information on the 287(g) program is available through the ICE 287(g) program website.

d. *Other FY 2025 SHSP Funding Priorities*

There are several enduring security needs that crosscut the homeland security enterprise to which recipients should consider allocating funding across core capability gaps and national priorities. The following are enduring needs that help recipients implement a comprehensive approach to securing communities:

- Effective planning;[2]
- Training and awareness campaigns;
- Equipment and capital projects; and
- Exercises.

The table below provides a breakdown of the FY 2025 SHSP priorities showing the core capabilities enhanced and lifelines supported, as well as examples of eligible project types for each area. More information on allowable investments can be found in Appendix 12.B and in the Preparedness Grants Manual (FM-207-23-001).

DHS/FEMA expects that national priorities will continue to be included in future years, evolving as threats change and capability gaps are addressed. Applicants are strongly encouraged to start planning now to sustain existing capabilities using funding sources other than DHS preparedness grants.

[2] Including assessment of critical infrastructure system vulnerabilities and plans to reduce consequences of disruptions, using the Infrastructure Resilience Planning Framework and Regional Resiliency Assessment Methodology produced by the Cybersecurity and Infrastructure Security Agency.

Projects listed in the table below may be useful in preparing for disasters unrelated to terrorism, as long as they also support the primary goals of preventing, preparing for, protecting against, or responding to acts of terrorism.

Example Project Types

All priorities in this table concern the Safety and Security Lifelines.

Priority Areas	Core Capabilities	Example Project Types
National Priorities		

Enhancing the Protection of Soft Targets/ Crowded Places (Securing Public Gathering Locations)	• Operational coordination
	• Public information and warning
	• Intelligence and information sharing
	• Interdiction and disruption
	• Screening, search, and detection
	• Access control and identity verification
	• Physical protective measures
	• Risk management for protection programs and activities
		• Operational overtime. For more information on operational overtime, see Appendix 12.B of this NOFO.
		• Physical security enhancements
		  ○ Security cameras (closed-circuit television [CCTV])
		  ○ Security screening equipment for people and baggage
		  ○ Lighting
		  ○ Access controls
		  ○ Fencing, gates, barriers, etc.
		• UAS and detection technologies

Enhancing Cybersecurity	• Cybersecurity
	• Intelligence and information sharing
	• Planning
	• Public information and warning
	• Operational coordination
	• Screening, search, and detection
	• Access control and identity verification
	• Supply chain integrity and security
	• Risk management for protection programs and activities
	• Long-term vulnerability reduction
	• Situational assessment
	• Infrastructure systems
	• Operational communications
		• Cybersecurity risk assessments
		• Migrating online services to the ".gov" internet domain
		• Projects that address vulnerabilities identified in cybersecurity risk assessments
		  ○ Improving cybersecurity of critical infrastructure to meet minimum levels identified by the Cybersecurity and Infrastructure Security Agency and the National Institute of Standards and Technology Cybersecurity Framework (Version 1.1)
		  ○ Adoption of cybersecurity performance goals (CISA's Cross-Sector Cybersecurity Performance Goals)
		• Cybersecurity training, planning, and exercises

Supporting Homeland Security Task Forces and Fusion Centers	• Intelligence and information sharing • Interdiction and disruption • Public information and warning	• Establishing or enhancing multi-agency Homeland Security Task Forces (HSTFs), including operational coordination centers • Enhancing capabilities and integration with local fusion centers

Priority Areas	Core Capabilities	Example Project Types
	• Operational coordination • Risk management for protection programs and activities	• Procurement of technology or equipment to support surveillance, communications, and data analysis • Development of standard operating procedures for information sharing, joint operations, and immigration enforcement coordination • Personnel training, credentialing, and certification to improve interoperability and mission alignment • Intelligence analysis, reporting, and suspicious activity monitoring • Exercises and simulations focused on joint operations, intelligence sharing, or interdiction/disruption of criminal or smuggling networks • Community engagement efforts to foster trust and encourage threat reporting • Information sharing with all DHS components; fusion centers; other operational, investigative, and analytic entities; and other federal law enforcement and intelligence entities • Cooperation with DHS and other entities in intelligence, threat recognition, assessment, analysis, and mitigation • Identification, assessment, and reporting of threats of violence • Intelligence analysis training, planning, and exercises • Coordinating the intake, triage, analysis, and reporting of tips/ leads and suspicious activity, to include coordination with the Nationwide Suspicious Activity Reporting (SAR) Initiative (NSI)
Enhancing Election Security	• Cybersecurity • Intelligence and information sharing • Planning • Long-term vulnerability reduction • Situational assessment • Infrastructure systems • Operational coordination • Community resilience	• Prioritize compliance with the VVSG 2.0 established by the U.S. Election Assistance Commission • Complete testing through a VSTL accredited by the U.S. Election Assistance Commission • Physical security planning and exercise support • Physical/site security measures – e.g., locks, shatter proof glass, alarms, access controls, etc. • General election security navigator support • Cyber and general election security navigator support • Cybersecurity risk assessments, training, and planning • Projects that address vulnerabilities identified in cybersecurity risk assessments • Iterative backups, encrypted backups, network segmentation, software to monitor/scan, and endpoint protection • Distributed Denial of Service protection • Migrating online services to the ".gov" internet domain • Online harassment and targeting prevention services

Priority Areas	Core Capabilities	Example Project Types
		• Public awareness/preparedness campaigns discussing election security and integrity measures • Long-term vulnerability reduction and community resilience
Supporting Border Crisis Response and Enforcement	• Training and awareness • Community resilience • Operational coordination • Risk management for protection programs and activities	• Staffing support to expand 287(g) screening operations within correctional facilities • Operational overtime costs directly tied to 287(g) screening, processing, and enforcement activities • Training programs for state and local law enforcement officers in immigration law, civil rights protections, and 287(g) procedures • Development or enhancement of information-sharing platforms between ICE and local agencies • Procurement of screening, detection, and communications technology to support immigration enforcement activities • Establishing secure and dedicated communication networks with ICE Field Offices • Conducting joint training exercises with ICE and local law enforcement to test operational coordination • Support for facilities upgrades, such as creating dedicated interview rooms and secure processing spaces • Community engagement and public briefings to promote transparency and understanding of 287(g) operations and protections
Enduring Needs		

Planning	• Planning
	• Risk management for protection programs and activities
	• Risk and disaster resilience assessment
	• Threats and hazards identification
	• Operational coordination
	• Community resilience
		• Development of:
		  ○ Security Risk Management Plans
		  ○ Threat Mitigation Plans
		  ○ Continuity of Operations Plans
		  ○ Response Plans
		  ○ Vulnerability Assessments
		• Efforts to strengthen governance integration between/among regional partners
		• Joint training and planning with DHS officials and other entities designated by DHS
		• Cybersecurity training and planning

Training and Awareness	• Long-term vulnerability reduction • Public information and warning • Operational coordination • Situational assessment • Community resilience	• Active shooter training • Intelligence analyst training • SAR and terrorism indicators/behaviors training • Security training for employees • Public awareness/preparedness campaigns • Cybersecurity training and planning • Sharing and leveraging intelligence and information
Equipment and Capital Projects	• Long-term vulnerability reduction • Infrastructure systems • Operational communications	• Protection of high-risk, high-consequence areas or systems that have been identified through risk assessments • Physical security enhancements ○ Security cameras (CCTV)

Priority Areas	Core Capabilities	Example Project Types
	• Interdiction and disruption • Screening, search and detection • Access control and identity verification • Physical protective measures	○ Security screening equipment for people and baggage ○ Lighting ○ Access Controls ▪ Fencing, gates, barriers, etc. • Enhancing Weapons of Mass Destruction and/or improvised explosive device prevention, detection, and response capabilities ○ Chemical/Biological/Radiological/ Nuclear/Explosive detection, prevention, and response equipment
Exercises	• Long-term vulnerability reduction • Operational coordination • Operational communications • Community resilience	• Response exercises, including exercise planning with community-based organizations

For FY 2025, each SHSP recipient is required to submit an Investment Justification (IJ) for the NPAs with minimum spend requirements (i.e., Enhancing Election Security and Supporting Border Crisis Response and Enforcement). The investments must also account for at least the relevant minimum percentage of the applicant's SHSP allocations. SAAs may submit complete project-level information at the time of application, including the NPA IJs, but are not required to do so. ***As a reminder, all SHSP-funded projects must have a demonstrated nexus to achieving target capabilities related to preventing, preparing for, protecting against, and responding to acts of terrorism***. At the same time, these projects can also help improve preparedness for other types of disasters.

e. *Goals and Objectives for OPSG*

Operation Stonegarden (OPSG) supports enhanced cooperation and coordination among Customs and Border Protection (CBP)/United States Border Patrol (USBP), and federal, state, local, tribal, and territorial law enforcement agencies to strengthen border security.

The program's objectives are to:

- Enhance collaboration and coordination among federal, state, local, tribal, and territorial law enforcement agencies to strengthen border security;
- Support joint efforts to secure borders, including land and water routes, and critical travel corridors; and
- Improve information and intelligence sharing to address border-related threats effectively.

f. *OPSG Funding Priorities*

FY 2025 Emphasis:

- Jurisdictions are encouraged to participate in the 287(g) program as part of their OPSG efforts when coordinated with and endorsed by USBP.

- Funding dedicated to support 287(g) activities under OPSG is encouraged but does not count toward the 10% minimum allocation required for the new "Supporting Border Crisis Response and Enforcement" National Priority Area (NPA) under SHSP.

The table below provides examples of project types.

FY 2025 OPSG - Example Project Types

Priority Areas	Core Capabilities	Lifelines	Example Project Types
National Priorities			
Supporting Border Crisis Response and Enforcement	• Training and awareness • Community resilience • Operational coordination • Risk management for protection programs and activities	• Enhance collaboration and coordination among federal, state, local, tribal, and territorial law enforcement agencies to strengthen border security • Support joint efforts to secure borders, including land and water routes, and critical travel corridors • Improve information and intelligence sharing to address border-related threats effectively • Provide staffing support to expand 287(g) screening operations within correctional facilities • Operational overtime costs directly tied to 287(g) screening, processing, and enforcement activities • Training programs for state and local law enforcement officers in immigration law, civil rights protections, and 287(g) procedures	

CBP/USBP remains the lead federal entity in determining eligibility, setting operational priorities, and coordinating all OPSG activities. Any use of 287(g) as part of eligibility must be developed in close coordination with CBP and reflect USBP's operational assessments and strategic goals.

C. Program Rationale
The stated goals, objectives, and priorities of HSGP support Section 2002 of the *Homeland Security Act of 2002*, Pub. L. No. 107-296 (codified as amended at 6 U.S.C. § 603).

D. Federal Assistance Type
Grant

E. Performance Measures and Targets
a. ***SHSP***

1. Number of recipients and stakeholders participating in the HSGP program.
2. Number of recipients and stakeholders addressing capability gaps identified through the THIRA/SPR process.
3. Number of gaps mitigated in a core capabilities that have a target(s) rated as high priority.
4. Percent change in year-over-year capability levels relating to targeted high priority capabilities identified through the THIRA/SPR process.

FEMA will calculate and analyze the above metrics through a review of state/territory SPR submissions and required programmatic reports.

b. ***OPSG***

1. Number of OPSG-funded overtime hours contributed by subrecipients to support and strengthen the U.S. CBP's border security operations.
2. Number of OPSG-funded overtime hours contributed by subrecipients to support and strengthen the U.S. CBP's border security operations.
3. Number of SLTT law enforcement agencies participating in joint OPSG activities.

F. Program-Specific Unallowable Costs

a. ***Unallowable Costs for SHSP and OPSG***

Per FEMA policy, the purchase of weapons and weapons accessories, including ammunition, is not allowed with HSGP funds. Grant funds may not be used for the purchase of the following equipment: firearms; ammunition; grenade launchers; bayonets; or weaponized aircraft, vessels, or vehicles of any kind with weapons installed. Unauthorized exercise-related costs include:

- Reimbursement for the maintenance or wear and tear costs of general use vehicles (e.g., construction vehicles), medical supplies, and emergency response apparatus (e.g., fire trucks, ambulances); and
- Equipment that is purchased for permanent installation and/or use, beyond the scope of the conclusion of the exercise (e.g., electronic messaging sign).

HSGP funds may not be used to support the hiring of sworn public safety officers for purposes of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities (6 U.S.C. § 609(b)(1)(A)).

As directed by Section 2008(b)(2) of the *Homeland Security Act of 2002* (codified as amended at 6 U.S.C. § 609(b)(2)), all personnel and personnel-related costs, including those of intelligence analysts and operational overtime, are allowed up to 50 percent of HSGP funding without time limitation placed on the period of time that such personnel can serve. FEMA may provide a waiver at the request of the recipient to allow personnel expenses to exceed 50 percent of the amount awarded, however.

b. ***Unallowable Costs for OPSG Only***

OPSG funds may not be used for the following:

- Evidence collection, arrest processing, prosecution, and Traffic/DUI checkpoints, such as evidence documentation cameras, fingerprinting supplies, alcohol breathalyzers, portable work lights, traffic barricades, and similar law enforcement expenses;
- Staffing (other than overtime) and general information technology computing equipment and hardware, such as personal computers, faxes, copy machines, and modems;
- Hiring full-time or permanent sworn public safety officers;
- Supplanting of inherent routine patrols and law enforcement operations or activities not directly related to providing enhanced coordination between local and federal law enforcement agencies;
- Construction and/or renovation costs; or
- Exercise expenses.

Applicants should refer to IB 421b, or contact their FEMA Headquarters (HQ) Preparedness Officer for guidance and clarification. Due to the nature of OPSG, exercise expenses are not allowable costs under OPSG.

G. General Funding Requirements
Costs charged to federal awards (including federal and non-federal cost share funds) must comply with applicable statutes, rules and regulations, policies, this NOFO, the Preparedness Grants Manual, and the terms and conditions of the federal award. This includes, among other requirements, that costs must be incurred, and products and services must be delivered within the budget period. 2 C.F.R. § 200.403(h).

Recipients may not use federal funds or any cost share funds for the following activities:

1. Matching or cost sharing requirements for other federal grants and cooperative agreements (see 2 C.F.R. § 200.306).
2. Lobbying or other prohibited activities under 18 U.S.C. § 1913 or 2 C.F.R. § 200.450.
3. Prosecuting claims against the federal government or any other government entity (see 2 C.F.R. § 200.435).

1. Funds Transfer Restriction

Recipients are not allowed to move funds between programs (SHSP and OPSG). While projects can be funded by multiple sources, recipients cannot shift funds from one program to another.

H. Indirect Costs (Facilities and Administrative Costs)
Indirect costs are allowed for recipients and subrecipients.

Indirect costs (IDC) are costs incurred for a common or joint purpose benefitting more than one cost objective and not readily assignable to specific cost objectives without disproportionate effort. Applicants with a current negotiated IDC rate agreement who desire to charge indirect costs to a federal award must provide a copy of their IDC rate agreement with their applications. Not all applicants are required to have a current negotiated IDC rate agreement. Applicants that are not required to have a negotiated IDC rate agreement, but are required to develop an IDC rate proposal, must provide a copy of their proposal with their applications. Applicants without a current negotiated IDC rate agreement (including a provisional rate) and wish to charge the de minimis rate must reach out to FEMA for further instructions. Applicants who wish to use a cost allocation plan in lieu of an IDC rate proposal must reach out to FEMA for further instructions. As it relates to the IDC for subrecipients, a recipient must follow the requirements of 2 C.F.R. §§ 200.332 and 200.414 in approving the IDC rate for subawards.

See the Preparedness Grants Manual for information on establishing indirect cost rates.

I. Management and Administration (M&A) Costs
Recipients can use up to 5% of their HSGP funds for M&A purposes. *Full-Year Continuing Appropriations and Extensions Act, 2025, Pub. L. No. 119-4, § 1101*. Subrecipients may also use

up to 5% of the funding passed through by the state specifically for M&A related to the HSGP award.

Recipients or subrecipients can apply M&A costs toward meeting the NPA spending requirements. For example, if a recipient spent $5,000 on administering election security projects, it could count toward the mandatory 3% allocation for the election security NPA.

The total M&A funds a state can retain are based on 5% of the combined total of its SHSP and OPSG awards. However:

- States must ensure subrecipient awards meet the mandatory pass-through requirements before retaining M&A funds.
- Pass-through percentages are calculated based on the total HSGP award, before M&A deductions.

Under OPSG, subrecipients - including local law enforcement agencies referred to as "friendly forces" - can use up to 5% of their awarded funds for M&A expenses (*Full-Year Continuing Appropriations and Extensions Act, 2025, Pub. L. No. 119-4, § 1101*). In retaining these funds, states may retain a maximum of 2.5% of the OPSG allocation, which must be withheld from the pass-through to each subrecipient county or tribe in an equal percentage. The SAA may also retain additional funding from its SHSP award to manage and administer the OPSG award, but that additional amount is also capped at an amount equal to 2.5% of the OPSG award.

Example of applying this principle:

SAA 1:

- Total award: $4,500,000
- SHSP: $3,500,000 OPSG: $1,000,000
- M&A Maximum: $225,000 (5% of $4,500,000)
- Maximum M&A for SHSP = $175,000
- Maximum M&A for OPSG = $50,000. Of that amount, $25,000 (2.5%) may be retained from the OPSG allocation, and the other $25,000 would come from the SHSP allocation. Any amount used to manage and administer OPSG that is charged to SHSP may be above and beyond the $175,000 available to manage the SHSP allocation.

M&A charged to OPSG and SHSP funding must be used to support that particular program. See the Preparedness Grants Manual for information on M&A costs.

J. Pre-Award Costs

Pre-award costs are defined as costs incurred by the applicant prior to the start date of the period of performance of the federal award and are allowable only with the prior written approval of DHS/FEMA and as included in the award agreement. To request pre-award costs, a written request must be included with the application, signed by the AOR of the entity. The letter must outline what the pre-award costs are for, including a detailed budget break-out of pre-award costs from the post-award costs, and a justification for approval. For more information, please contact your assigned FEMA HQ Preparedness Officer.

K. Beneficiary Eligibility
There are no program requirements. This NOFO and any subsequent federal awards create no rights or causes of action for any beneficiary.

L. Participant Eligibility
There are no program requirements. This NOFO and any subsequent federal awards create no rights or causes of action for any participant.

M. Authorizing Authority
Section 2002 of the *Homeland Security Act of 2002*, Pub. L. No. 107-296 (codified as amended at 6 U.S.C. § 603).

N. Appropriation Authority
Full-Year Continuing Appropriations and Extensions Act, 2025, Pub. L. No. 119-4 § 1101.

O. Budget Period
There will be only a single budget period with the same start and end dates as the period of performance.

P. Prohibition on Covered Equipment or Services
See the Preparedness Grants Manual for information on prohibitions on expending funds on covered telecommunications and surveillance equipment and services.

4. Application Contents and Format

A. Pre-Application, Letter of Intent, and Whitepapers
Not allowable.

B. Application Content and Format
Not applicable.

C. Application Components
The following forms or information are required to be submitted via FEMA GO. Applicants can complete these forms directly in FEMA GO without needing to upload PDF versions of the forms. The Standard Forms (SF) are also available at Forms | Grants.gov.

- SF-424, Application for Federal Assistance
- Grants.gov Lobbying Form, Certification Regarding Lobbying
- SF-424A, Budget Information (Non-Construction)
    - For construction under an award, submit SF-424C, Budget Information (Construction), in addition to or instead of SF-424A
- SF-424B, Standard Assurances (Non-Construction)

    - For construction under an award, submit SF-424D, Standard Assurances (Construction), in addition to or instead of SF-424B

- SF-LLL, Disclosure of Lobbying Activities

D. Program-Specific Required Documents and Information
Start by visiting Grants.gov and searching for the Homeland Security Grant Program posting. Once you find the posting, go to the **Related Documents** tab to download the necessary templates. Fill out these forms carefully, ensuring all information is accurate and clearly labeled. Save the completed forms as Adobe PDF files. Finally, log in to FEMA GO and upload the PDFs as part of your application.

The following program-specific forms or information are required to be submitted in FEMA GO:

SHSP
- FEMA GO – Web based Summary of Grant Request Details
- Senior Advisory Committee (SAC) Charter and Membership / Point of Contact List

OPSG
Operations Orders (See Section 9.K.d)
Applicable to All Programs (as appropriate)
- Detailed Budgets (web based)
- Pre-Award Costs
- Indirect Cost Agreement

For additional documents and post-award application requirements (e.g., SAFECOM letter and others), please refer to Section 9 Post-Award Requirements and Administration for guidance.

a. ***IJ Development: SHSP***

Each IJ begins with an overview that aligns the proposed investments with the applicant's homeland security strategy and the program's goals.

1. **Investments:** Applicants must propose a minimum of two and a maximum of twelve investments within the IJ. Each investment represents a strategic area of focus and should include:
    - **Investment Name:** A clear title that reflects the focus area.
    - **Description:** An explanation of how the investment supports planning, organization, equipment, training, and exercises.
    - **Alignment:** Identification of goals and objectives from the State Homeland Security Strategy that the investment supports.

2. **Projects:** Each investment contains one or more projects detailing specific activities. For each project, the IJ requires:
    - **Project Name and Description:** A concise title and summary of the project's purpose and activities.

- **Subrecipient Information:** Details about any subrecipients involved, including their names and whether they are state or local entities.
- **Location:** The primary location's zip code where the project will be implemented.
- **Core Capability Supported:** The main capability the project aims to build or sustain.
- **Shareability and Deployability:** Information on whether the project's activities can be shared with or deployed to other jurisdictions.

3. **Funding Details:** The IJ must specify the funding amount for each investment and project, ensuring alignment with program guidelines and the minimum spending thresholds for NPAs and LETPA.

4. **Capability Gaps and Outcomes:** Applicants should describe existing capability levels, identify gaps the investment intends to address, and outline the expected outcomes and improvements resulting from the proposed projects.

b. ***LETPA and NPA Requirements***

Applicants must ensure their IJs meet specific requirements for LETPA and the NPAs.

1. **LETPA**

- At least 35% of SHSP funds must go toward LETPA projects that prevent terrorism, such as law enforcement training or equipment.
- Eligible activities must have a clear nexus to law enforcement terrorism prevention, including equipment, training, exercises, and operational overtime directly related to preventing terrorism.
- Applicants should clearly identify which investments and projects contribute to the LETPA allocation within their IJs.
- It's allowable for an investment to simultaneously support LETPA and an NPA, provided it meets the criteria for both.
- Investments and projects meeting LETPA requirements must be clearly labeled in the IJ.

2. **NPA:**

- At least 30% of SHSP funds must go toward projects in five NPAs:
  - Protecting soft targets/crowded places;
  - Supporting Homeland Security Task Forces and Fusion Centers;
  - Enhancing cybersecurity;
  - Enhancing election security (requires at least 3%); and
  - Supporting Border Crisis Response and Enforcement (requires at least 10%).
- Among these, only "Enhancing election security" and “Supporting Border Crisis Response and Enforcement” have a specified minimum spend requirement of 3% and 10%, respectively. The remaining 17% can be flexibly allocated across the remaining NPAs.
- For NPAs with a minimum spend requirement (election security and 287(g)), related projects must be consolidated into single IJs, clearly labeled IJ.

- Other NPA projects may be combined into one or more IJs, but applicants must clearly identify which NPAs each project supports to ensure they count toward the 30% minimum allocation.

c. *Fusion Center Project IJ Requirement*

For SHSP funded investments, each applicant must designate one project in support of a designated fusion center under the "*Supporting Homeland Security Task Forces and Fusion Centers*" priority area. Coordination with the fusion center is required when developing the project prior to submission. Additional guidance on developing fusion center projects can be found below and in the Preparedness Grants Manual.

Applicants must identify a fusion center project that includes:

- **Alignment with the Designated Fusion Center**: Clearly indicate which fusion center the project supports and that it's under the "*Supporting Homeland Security Task Forces and Fusion Centers*" priority area.
- **Project Description and Funding Details**: Provide a brief narrative describing the proposed activities and a detailed funding breakdown that directly supports the fusion center.

The narrative and financial itemization must align with fusion center improvement or sustainment needs, as outlined in the Fusion Center Performance Measures section of the Preparedness Grants Manual. Recipients can also refer to the Fusion Centers | Homeland Security website for more information.

d. *What Happens if IJ Requirements Aren't Met?*

- If IJs don't meet the NPA and LETPA spending requirements, FEMA will place a hold on those impacted funds until the issues are resolved.
- Applicants can provide project details either during the application process or by including them in the Biannual Strategy Implementation Report (BSIR) due by January 30, 2026.

e. *How to Succeed*

- Clearly explain how your projects meet LETPA and NPA goals, and which IJ includes the Fusion Center.
- Ensure investments and projects align with homeland security strategies and fill capability gaps.
- Maintain detailed records to support your application and help FEMA review it.

By following these steps, applicants can ensure their funding proposals are clear, meet program requirements, and align with homeland security priorities.

f. *FEMA GO - Grant Request Details (Web-Based)*

When completing the Grant Request Details section in the FEMA GO Application, entities are strongly encouraged to provide complete details about their proposed projects. This includes project names, descriptions, and associated costs to ensure clarity and accuracy in funding requests.

However, applicants will not be penalized if they do not enter full details at this stage. They will have another opportunity to refine and expand upon this information when completing the Winter BSIR.

At a minimum, applicants must submit the IJ to demonstrate the projects they intend to fund. The IJ provides a high-level summary of proposed initiatives and aligns them with grant priorities.

For additional guidance on completing the Grant Request Details section, refer to the FEMA GO Application Process Guide or consult your HQ FEMA Preparedness Officer.

g. ***Senior Advisory Committee (SAC) Charter and Advisory List***

Recipients are required to establish a SAC and provide a copy of the SAC Charter with their application. The SAC Charter should include a detailed description of the committee's composition, governance processes, meeting frequency, decision-making procedures, and defined roles and responsibilities. All members of the SAC should sign and date the charter to indicate their agreement with its content and their representation on the committee. Recipients must include the information as an attachment in FEMA GO when submitting their application. SAA will use the URT to verify compliance with SAC charter requirements. For more information on SAC composition, scope, responsibilities, see the Preparedness Grants Manual.

h. ***National Incident Management System (NIMS) Implementation***

Prior to allocation of any federal preparedness awards, recipients must ensure and maintain adoption and implementation of NIMS, including implementation of important operational systems defined under NIMS, such as the Incident Command System (ICS). The list of objectives used for progress and achievement reporting is on FEMA's website at https://www.fema.gov/emergency-managers/nims/implementation-training.

Please see the Preparedness Grants Manual for more information on NIMS.

i. ***Emergency Management Assistance Compact (EMAC) Membership***

In support of the National Preparedness Goal (the Goal), SHSP recipients must participate in the EMAC. Exceptions are made for American Samoa and the Commonwealth of the Northern Mariana Islands, which are not required to join EMAC at this time.

All assets supported in part or entirely with FY 2025 HSGP funding must be readily deployable and NIMS-typed, when possible, to support emergency or disaster operations per existing EMAC agreements. In addition, funding may be used for the sustainment of core capabilities that, while they may not be physically deployable, support national response capabilities, such as Geographic/Geospatial Information Systems, interoperable communications systems, and capabilities as defined under the Mitigation Mission Area of the Goal.

k. ***Detailed Budget***

Applicants must complete the web-based budget summary within FEMA GO for all funds requested at the time of the application. For detailed guidance, refer to the FEMA GO Application Process Guide.

For a visual guide on entering sub-recipient management costs in FEMA GO, you may find the following tutorial helpful: How To Enter Sub-recipient Management Costs In FEMA-Go.

E. Post-Application Requirements for Successful Applicants
Not applicable.

5. Submission Requirements and Deadlines

A. Address to Request Application Package
Applications are processed through the FEMA GO system. To access the system, go to https://go.fema.gov/.

Steps Required to Apply For An Award Under This Program and Submit an Application:

To apply for an award under this program, all applicants must:

a. Apply for, update, or verify their Unique Entity Identifier (UEI) number and EIN from the Internal Revenue Service (IRS);
b. In the application, provide an UEI number;
c. Have an account with login.gov;
d. Register for, update, or verify their System for Award Management (SAM) account and ensure the account is active before submitting the application;
e. Register in FEMA GO, add the organization to the system, and establish the AOR. The organization's electronic business point of contact (eBiz POC) from the SAM registration may need to be involved in this step. For step-by-step instructions, see https://www.fema.gov/media-library/assets/documents/181607;
f. Submit the complete application in FEMA GO; and
g. Continue to maintain an active SAM registration with current information at all times during which it has an active federal award or an application or plan under consideration by a federal awarding agency. As part of this, applicants must also provide information on an applicant's immediate and highest-level owner and subsidiaries, as well as on all predecessors that have been awarded federal contracts or federal financial assistance within the last three years, if applicable.

Per 2 C.F.R. § 25.110(a)(2)(iv), if an applicant is experiencing exigent circumstances that prevents it from obtaining an UEI number and completing SAM registration prior to receiving a federal award, the applicant must notify FEMA as soon as possible. Contact fema-grants-news@fema.dhs.gov and provide the details of the exigent circumstances.

How to Register to Apply:

General Instructions:

Registering and applying for an award under this program is a multi-step process and requires time to complete. Below are instructions for registering to apply for FEMA funds. Read the instructions carefully and prepare the requested information before beginning the registration process. Gathering the required information before starting the process will alleviate last-minute searches for required information.

The registration process can take up to four weeks to complete. To ensure an application meets the deadline, applicants are advised to start the required steps well in advance of their submission.

Organizations must have a UEI number, EIN, and an active SAM registration.

Obtain a UEI Number:

All entities applying for funding, including renewal funding, must have a UEI number. Applicants must enter the UEI number in the applicable data entry field on the SF-424 form. For more detailed instructions for obtaining a UEI number, refer to SAM.gov.

Obtain Employer Identification Number:

In addition to having a UEI number, all entities applying for funding must provide an EIN. The EIN can be obtained from the IRS by visiting https://www.irs.gov/businesses/small-businesses-self-employed/apply-for-an-employer-identification-number-ein-online.

Create a login.gov account:

Applicants must have a login.gov account in order to register with SAM or update their SAM registration. Applicants can create a login.gov account at: https://secure.login.gov/sign_up/enter_email?request_id=34f19fa8-14a2-438c-8323-a62b99571fd.

Applicants only have to create a login.gov account once. For existing SAM users, use the same email address for both login.gov and SAM.gov so that the two accounts can be linked.

For more information on the login.gov requirements for SAM registration, refer to https://www.sam.gov/SAM/pages/public/loginFAQ.jsf.

Register with SAM:

In addition to having a UEI number, all organizations must register with SAM. Failure to register with SAM will prevent your organization from applying through FEMA GO. SAM registration must be renewed annually and must remain active throughout the entire grant life cycle.

For more detailed instructions for registering with SAM, refer to: Register with SAM

Note: per 2 C.F.R. § 25.200, applicants must also provide the applicant's immediate and highest-level owner, subsidiaries, and predecessors that have been awarded federal contracts or federal financial assistance within the past three years, if applicable.

Register in FEMA GO, Add the Organization to the System, and Establish the AOR:

Applicants must register in FEMA GO and add their organization to the system. The organization's electronic business point of contact (eBiz POC) from the SAM registration may need to be involved in this step. For step-by-step instructions, see FEMA GO Startup Guide.

Note: FEMA GO will support only the most recent major release of the following browsers:

- Google Chrome;
- Mozilla Firefox;
- Apple Safari; and
- Microsoft Edge.

Applicants using tablet type devices or other browsers may encounter issues with using FEMA GO.

Submitting the Final Application:

Applicants will be prompted to submit the standard application information, and any program-specific information required. Standard Forms (SF) may be accessed in the Forms tab under the: SF-424 Family | Grants.gov.

Applicants should review these forms before applying to ensure they are providing all required information.

After submitting the final application, FEMA GO will provide either an error message, or an email to the submitting AOR confirming the transmission was successfully received.

B. Application Deadline
08/11/25 05:00:00 PM Eastern Time

C. Pre-Application Requirements Deadline
Not applicable.

D. Post-Application Requirements Deadline
Not Applicable.

E. Effects of Missing the Deadline
All applications must be completed in FEMA GO by the application deadline. FEMA GO automatically records proof of submission and generates an electronic date/time stamp when FEMA GO successfully receives an application. The submitting AOR will receive via email the official date/time stamp and a FEMA GO tracking number to serve as proof of timely submission prior to the application deadline.

Applicants experiencing system-related issues have until 3:00 PM ET on the date applications are due to notify their FEMA Preparedness Officer or the FEMA GO Helpdesk. No new system-related issues will be addressed after this deadline. Applications not received by the application submission deadline will not be accepted.

6. Intergovernmental Review

A. Requirement Description and State Single Point of Contact
An intergovernmental review may be required. Applicants must contact their state's Single Point of Contact (SPOC) to comply with the state's process under Executive Order 12372.

7. Application Review Information

A. Threshold Criteria

The SAA is the sole entity authorized to submit HSGP applications to FEMA on behalf of the state and subrecipients. This section highlights the specific criteria that determine ineligibility, ensuring applicants understand and adhere to the program's requirements.

a. ***Entities Ineligible for HSGP Funding***

- **Non-SAA Organization -** SAA are the only eligible applicants to submit HSGP applications to FEMA. This includes applications for SHSP and OPSG.
- **Unaffiliated or Unauthorized Representatives -** Applications submitted by individuals who are not current employees, personnel, or authorized representatives of the applicant organization (e.g., consultants or contractors acting on behalf of an organization) will be deemed ineligible.
- **Organizations Not Registered in SAM.gov -** Applicants that fail to register and maintain an active profile in SAM.gov, or those without a UEI, are not eligible to receive funding.
- **Direct Applications by Tribal Governments -** Tribal governments cannot directly apply for HSGP funding (SHSP, OPSG). However, they may receive funding as subrecipients through their state's SAA.

b. ***Ineligible Projects***

- Projects that do not align with the purposes of the HSGP, including those that fail to demonstrate a clear nexus to preventing, preparing for, protecting against, or responding to acts of terrorism.
- Activities not permitted under HSGP guidance or that do not meet criteria for allowable costs as outlined in the NOFO and Preparedness Grants Manual.

c. ***Non-Compliance with Federal Requirements***

- Failure to submit a complete and accurate application by the deadline.
- Applications missing required documentation or information, such as an active registration in SAM.gov or compliance with UEI requirements.
- Entities with a history of non-compliance with federal statutes, regulations, or program requirements that impact eligibility for federal funding.

B. Application Criteria

a. ***Programmatic Criteria***

1. Risk Methodology

The risk methodology determines the relative risk[3] of terrorism a jurisdiction faces by assessing the expressed or implied threats, the asset/system vulnerabilities, and the communal consequences of an attack. The equation for relative risk is comprised of three components:

[3] DHS defines risk as: "potential for an adverse outcome assessed as a function of hazard/threats, assets and their vulnerabilities, and consequences." See DHS Lexicon Terms and Definitions: 2018 Edition – Revision 04, (Apr. 2018)

Threat x Vulnerability x Consequence. Each component is comprised of data elements that are reviewed yearly, in collaboration with FEMA stakeholders, to ensure alignment with the changing U.S. terrorism threat environment. Each eligible jurisdiction's relative risk is assessed, which helps to inform grant funding. For more information on the SHSP and OPSG allocation processes, please see Appendix 11.A.

The three components of risk and their functions are outlined below:

- Threat: Assesses reports documenting indication of potential harm to life, information, operations, the environment and/or property within a jurisdiction.
- Vulnerability: Assesses assets and systems - such as infrastructure, borders, special events, and movements of individuals or groups - that may render terrorist attacks on a jurisdiction more likely to succeed, if attempted.
- Consequence: Assesses the impact of a terrorist attack on a jurisdiction through direct measures such as the numerical values for its population, gross domestic product, and infrastructure.

NOTE: The risk methodology is separate from the THIRA/SPR process. Risk methodology results do affect grant allocations while the THIRA/SPR process does not.

b. ***Application Evaluation Criteria***
FEMA will evaluate the FY 2025 HSGP applications for completeness, adherence to programmatic guidelines, and anticipated effectiveness of the proposed investments. FEMA's review will include verification that each IJ and project:

- Aligns with at least one core capability identified in the Goal;
- Demonstrates how investments support building capability and/or closing capability gaps or sustaining capabilities identified in the THIRA/SPR process; and
- Supports a NIMS-typed resource and whether those assets are deployable/shareable to support emergency or disaster operations per existing EMAC agreements.

In addition to the above, FEMA will evaluate whether proposed projects are: 1) both feasible and effective at reducing the risks for which the project was designed; and 2) able to be fully completed within the three-year period of performance. FEMA will use the information provided in the application and after the submission of the first BSIR to determine the feasibility and effectiveness of a grant project. To that end, IJs should include:

- An explanation of how the proposed project(s) will achieve objectives as identified in the SPR, including expected long-term impact where applicable, and which core capability gap(s) it helps to close and how;
- A summary of the status of planning and design efforts accomplished to date (e.g., included in a capital improvement plan); and
- A project schedule with clear milestones.

Recipients are expected to conform, as applicable, with accepted engineering practices, established codes, standards, modeling techniques, and best practices, and participate in the development of case studies demonstrating the effective use of grant funds, as requested.

FEMA will also review any submitted NPA-aligned IJs and projects to ensure they meet the minimum spend requirements. Additional information on how the NPA IJs and projects will be reviewed for effectiveness is included in the Review and Selection Process section below.

b. ***Review and Selection Process***

1. SHSP

FY 2025, HSGP applications will be reviewed through a two-phase state and federal review process for completeness, adherence to programmatic guidelines, feasibility, and how well the IJ (project description and justification) addresses the identified risk(s).

State Review

The SAA is the sole entity authorized to submit HSGP applications to FEMA on behalf of the state and subrecipients. The SAA reviews subaward applications to ensure they meet the legal, financial, and programmatic requirements set forth by FEMA and the state's guidelines before submitting on behalf of the state to DHS/FEMA. As part of the review for HSGP - SHSP - the SAA must:

- Conduct an eligibility review;
- Review and score only complete application packages (including mission statements and vulnerability assessments) using the HSGP Scoring Criteria provided by DHS/FEMA;
- Coordinate with the local and tribal governments, then prioritize projects that align with the NOFO requirements;
- Submit IJs that are recommended for funding to DHS/FEMA; and,
- Submit IJs received and not recommended for funding, including incomplete IJs and IJs from subapplicants deemed ineligible to DHS/FEMA.

Federal Review

All proposed investments will undergo a federal review by DHS/FEMA to ensure compliance with all administrative and eligibility criteria identified in the NOFO. The Federal Reviewers will check each proposed investment for the following:

- Eligibility, feasibility, and alignment with the application criteria listed in this NOFO;
- Compliance and effectiveness in addressing NPAs, ensuring required spend percentages are met;
- Compliance with SAFECOM Guidance on Emergency Communications Grants (SAFECOM Guidance); and,
- LETPA project alignment with program objectives and required spend percentages.

National Priority Area Funding Holds

If applicants submit IJs and project-level details at the time of application, FEMA will evaluate effectiveness prior to award. If projects do not sufficiently align with NPAs, up to 30% of funds may be placed on hold until revisions are made.

If applicants submit IJs and project-level details as part of their December 2026 BSIR, 30% of funds will be placed on hold until FEMA reviews the BSIR and confirms alignment with NPAs.

2. OPSG

For OPSG, applications will be reviewed by the SAA and USBP Sector Headquarters for completeness and adherence to programmatic guidelines and evaluated for anticipated feasibility, need, and impact..

DHS/FEMA will verify compliance with all administrative and eligibility criteria outlined in the NOFO. DHS/FEMA and USBP will use the results of both the risk analysis and the federal review to make recommendations for funding to the Secretary of Homeland Security.

OPSG funds will be allocated among the eligible jurisdictions based on risk-based prioritization using the OPSG Risk Assessment described in Appendix A. Final funding allocations are determined by the Secretary of Homeland Security, who may consider information and input from various law enforcement offices or subject-matter experts within the Department. Factors considered include, but are not limited to:

- Threat and vulnerability assessments
- Total miles of the border Border-specific law enforcement intelligence
- Feasibility of Operations Orders to designated localities within border states and territories.

This comprehensive review and selection process ensures that HSGP and OPSG funds are distributed effectively to enhance national preparedness, border security, and overall homeland security efforts.

C. Financial Integrity Criteria

Before making an award, FEMA is required to review OMB-designated databases for applicants' eligibility and financial integrity information. This is required by the Payment Integrity Information Act of 2019 (Pub. L. No. 116-117, § 2 (2020)), 41 U.S.C. § 2313, and the "Do Not Pay Initiative" (31 U.S.C. 3354). For more details, please see 2 C.F.R. § 200.206.

Thus, the Financial Integrity Criteria may include the following risk-based considerations of the applicant:

1. Financial stability.
2. Quality of management systems and ability to meet management standards.
3. History of performance in managing federal award.
4. Reports and findings from audits.
5. Ability to effectively implement statutory, regulatory, or other requirements.

D. Supplemental Financial Integrity Criteria and Review

Before making an award expected to exceed the simplified acquisition threshold (currently a total federal share of $250,000) over the period of performance:

1. FEMA is required by 41 U.S.C. § 2313 to review or consider certain information found in SAM.gov. For details, please see 2 C.F.R. § 200.206(a)(2).

2. An applicant may review and comment on any information in the responsibility/qualification records available in SAM.gov.
3. Before making decisions in the risk review required by 2 C.F.R. § 200.206, FEMA will consider any comments by the applicant.

E. Reviewers and Reviewer Selection

Reviewers for HSGP are selected from within FEMA, across the federal government, and, where applicable, may include external subject matter experts. These reviewers are chosen based on their expertise in homeland security, emergency management, and grant administration.

To prevent conflicts of interest, reviewers must disclose any personal or professional relationships with applicants before the review process begins. Any individual with a conflict is recused from evaluating the affected application. Additionally, reviewers are required to complete ethics and impartiality training to ensure a fair and unbiased review process.

F. Merit Review Process

HSGP applications are not reviewed solely on merit. While merit plays a role—such as evaluating the effectiveness, feasibility, and impact of proposed investments—the review process heavily incorporates risk-based methodologies and compliance criteria. HSGP does not use a weighted scoring method. All criteria are considered equally during the review process.

Review Process:

- State Review (SHSP): The SAA conducts an initial eligibility review and prioritizes projects for submission to FEMA.
- OPSG Review: OPSG applications are reviewed in coordination with the SAA and USBP Sector Headquarters to assess completeness, feasibility, need, and the anticipated impact of proposed Operations Orders.
- Federal Review: FEMA conducts a federal review of all applications to ensure eligibility, feasibility, and compliance with NOFO requirements.

While merit is a key factor in assessing alignment with national priorities, state and local needs, expected impact, and cost-effectiveness, funding decisions also weigh risk assessments, eligibility criteria, and available funding allocations.

G. Final Selection

The Secretary of Homeland Security makes the final funding decisions, considering risk assessments, subject-matter expert input, and project feasibility, while also ensuring alignment with national priorities and compliance with legal, financial, and policy guidelines for strategic allocation of funds.

8. Award Notices

A. Notice of Award

The Authorized Organization Representative (AOR) should carefully read the federal award package before accepting the federal award. The federal award package includes instructions on administering the federal award as well as terms and conditions for the award.

By submitting an application, applicants agree to comply with the prerequisites stated in this NOFO, the Preparedness Grants Manual, and the material terms and conditions of the federal award, should they receive an award.

FEMA will provide the federal award package to the applicant electronically via FEMA GO. Award packages include an Award Letter, Summary Award Memo, Agreement Articles, and Obligating Document. An award package notification email is sent via the grant application system to the submitting AOR. The package provides instructions on how to manage the award and outlines the terms and conditions. The AOR should carefully read the federal award package before accepting it.

For HSGP, "receipt of funds" happens when the recipient accepts the award or 15 calendar days after receiving the award notification, whichever comes first. IF the recipient accepts the award within 15 calendar days of the notification, the 45-day pass-through period starts on the acceptance date. If the recipient does not accept the award within 15 calendar days, the 45-day pass-through period automatically begins 15 calendar days after the notification is sent through FEMA GO. For detailed guidance on managing preparedness grants, including pass-through requirements and timelines, please refer to the FEMA Preparedness Grants Manual, Pass-Through Requirements. For more information on award acceptance, refer to the FEMA GO Award Acceptance Guide.

Funds will remain on hold until the recipient accepts the award via FEMA GO and all other conditions of the award have been satisfied, or until the award is otherwise rescinded. Failure to accept a grant award within the specified timeframe may result in a loss of funds.

B. Pass-Through Requirements
Under HSGP, SAAs must pass at least 80% of SHSP funding to local or tribal governments. The state may retain up to 20% for state-level needs. "Pass-through" means SAAs must allocate funds to eligible entities as defined by law, such as counties, municipalities, tribal governments, or other public entities. For detailed guidance on HSGP pass-through requirements and timelines, please see Section 8 of the FEMA Preparedness Grants Manual.

After award acceptance, the state must pass through at least 80% of SHSP funds to local or tribal governments within 45 days. The timeline starts when the SAA accepts the award or 15 days after FEMA notifies the SAA, whichever is sooner. Funds must be distributed unconditionally, and the SAA must certify to FEMA that the pass-through is complete, listing amounts and recipients. U.S. territories are exempt, except for Puerto Rico, which must comply. States may keep more than 20% of funds only with written consent from local recipients, outlining the retained amount and purpose.

C. Note Regarding Pre-Award Costs
Even if pre-award costs are allowed, beginning performance is at the applicant and/or sub-applicant's own risk.

D. Obligation of Funds

The funds are obligated only when and once the agency's signatory authority approves and signs the award package.

E. Notification to Unsuccessful Applicants
FEMA informs the SAA about unsuccessful subrecipients or projects under HSGP at the time of the award. The SAA is then responsible for notifying the subapplicants and sharing any relevant feedback or information.

9. Post-Award Requirements and Administration

A. Administrative and National Policy Requirements

Presidential Executive Orders

Recipients must comply with the requirements of Presidential Executive Orders related to grants (also known as federal assistance and financial assistance), the full text of which are incorporated by reference.

In accordance with *Executive Order 14305, Restoring American Airspace Sovereignty (June 6, 2025)*, and to the extent allowed by law, eligible state, local, tribal, and territorial grant recipients under this NOFO are permitted to purchase unmanned aircraft systems, otherwise known as drones, or equipment or services for the detection, tracking, or identification of drones and drone signals, consistent with the legal authorities of state, local, tribal, and territorial agencies. Recipients must comply with all applicable federal, state, and local laws and regulations, and adhere to any statutory requirements on the use of federal funds for such unmanned aircraft systems, equipment, or services.

Subrecipient Monitoring and Management

Pass-through entities must comply with the requirements for subrecipient monitoring and management as set forth in 2 C.F.R. §§ 200.331-333.

B. DHS Standard Terms and Conditions
A recipient under this funding opportunity must comply with the DHS Standard Terms and Conditions in effect as of the date of the federal award. The DHS Standard Terms and Conditions are available online: DHS Standard Terms and Conditions | Homeland Security. For continuation awards, the terms and conditions for the initial federal award will apply unless otherwise specified in the terms and conditions of the continuation award. The specific version of the DHS Standard Terms and Conditions applicable to the federal award will be in the federal award package.

C. Financial Reporting Requirements
See the Preparedness Grants Manual for information on financial reporting requirements.

D. Programmatic Performance Reporting Requirements
See the Preparedness Grants Manual for information on performance reporting requirements.

E. Closeout Reporting Requirements
See the Preparedness Grants Manual for information on closeout reporting requirements and administrative closeout.

Additional Reporting Requirements

Anytime there is a change in personnel for any of the awardees and/or subrecipients, their information needs to be submitted for approval (all the previous personal information identified).

F. Disclosing Information per 2 C.F.R. § 180.335
See the Preparedness Grants Manual for information on disclosing information per 2 C.F.R. § 180.335.

G. Reporting of Matters Related to Recipient Integrity and Performance
See the Preparedness Grants Manual for information on reporting of matters related to recipient integrity and performance.

H. Single Audit Report
See the Preparedness Grants Manual for information on single audit reports.

I. Monitoring and Oversight
Per 2 C.F.R. § 200.337, DHS and its authorized representatives have the right of access to any records of the recipient or subrecipient pertinent to a Federal award to perform audits, site visits, and any other official use. The right also includes timely and reasonable access to the recipient's or subrecipient's personnel for the purpose of interview and discussion related to such documents or the Federal award in general.

Pursuant to this right and per 2 C.F.R. § 200.329, DHS may conduct desk reviews and make site visits to review and evaluate project accomplishments and management control systems as well as provide any required technical assistance. Recipients and subrecipients must respond in a timely and accurate manner to DHS requests for information relating to a federal award. See the Preparedness Grants Manual for more information on monitoring and oversight.

J. Program Evaluation
Title I of the Foundations for Evidence-Based Policymaking Act of 2018, Pub. L. No. 115-435 (2019) (Evidence Act), PUBL435.PS urges federal agencies to use program evaluation as a critical tool to learn, improve delivery, and elevate program service and delivery across the program lifecycle. Evaluation means "an assessment using systematic data collection and analysis of one or more programs, policies, and organizations intended to assess their effectiveness and efficiency." Evidence Act, § 101 (codified at 5 U.S.C. § 311). OMB A-11, Section 290 (Evaluation and Evidence-Building Activities) further outlines the standards and practices for evaluation activities. Federal agencies are required to specify any requirements for recipient participation in program evaluation activities (2 C.F.R. § 200.301). Program evaluation activities incorporated from the outset in the NOFO and program design and implementation allow recipients and agencies to meaningfully document and measure progress and achievement

towards program goals and objectives, and identify program outcomes and lessons learned, as part of demonstrating recipient performance (2 C.F.R. § 200.301).

As such, recipients and subrecipients are required to participate in a Program Office (PO) or a DHS Component-led evaluation, if selected. This may be carried out by a third-party on behalf of the PO or the DHS Component. Such an evaluation may involve information collections including but not limited to, records of the recipients; surveys, interviews, or discussions with individuals who benefit from the federal award, program operating personnel, and award recipients; and site visits or other observation of recipient activities, as specified in a DHS Component or PO-approved evaluation plan. More details about evaluation requirements may be provided in the federal award, if available at that time, or following the award as evaluation requirements are finalized. Evaluation costs incurred during the period of performance are allowable costs (either as direct or indirect) in accordance with 2 C.F.R.§ 200.413.

Recipients and subrecipients are also encouraged, but not required, to participate in any additional evaluations after the period of performance ends, although any costs incurred to participate in such evaluations are not allowable and may not be charged to the federal award.

K. Additional Performance Reporting Requirements
Award recipients must submit the following reports: quarterly financial reports, semi-annual performance reports and BSIR submissions, final financial and performance reports, and an annual audit report (if required). These must follow the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, found at 2 C.F.R. Part 200, or specific conditions of the award. If reports are late, future funding or fund access may be delayed, and additional reports may be requested in some cases.

a. *Reporting on the Implementation of the National Preparedness System*
Recipients are required to complete the THIRA every three years and the SPR annually through the URT on the Preparedness Toolkit no later than December 31. These assessments help jurisdictions identify and address capability gaps to enhance overall preparedness. See the Preparedness Grants Manual for information on reporting on the Implementation of the National Preparedness System.

b. *BSIR*
In addition to submitting semi-annual progress reports, recipients are required to complete the BSIR. The BSIR is submitted twice a year—in June and December—and provides detailed updates on the status and progress of funded projects. For comprehensive guidance on BSIR submission and other reporting requirements, see the Preparedness Grants Manual.

c. *Emergency Communications Investments - SAFECOM Compliant Letter*
An Emergency Communications Investments - SAFECOM Compliant Letter is required when utilize federal grants to fund emergency communications projects. The signatory authority for the SAA must certify in writing to DHS/FEMA their compliance with the SAFECOM Guidance. The certification letter should be coordinated with the Statewide Interoperability Coordinators (SWIC) for each state and must be uploaded to FEMA GO at the time of the Winter BSIR submission.

For detailed information on SAFECOM Guidance and compliance requirements, refer to the https://www.cisa.gov/safecom/funding. If you have further questions or need assistance, contact the SAFECOM Program at SAFECOMGovernance@cisa.dhs.gov.

d. *Operations Orders for OPSG*

The Operations Order (OO) is a detailed plan that explains the specific aspects of an operation, including its goals, tasks, timelines, and resources needed. It provides clear instructions on how to carry out the operation, identifying who is responsible for each task, the resources required, and the expected results. Recipients are required to submit an OO to show their ability to implement the proposed activities effectively, align with program goals, and meet funding requirements.

1. Accessing the OO Template Instructions

To access the OPSG OO Template:

- Find the HSGP posting via the search function on Grants.gov;
- Select the Related Documents tab on the posting; and
- Click on the OPSG OO Template and fill out all sections of the template.
- Writing the Executive Summary

The OO Executive Summary must:

- Identify the organization name, point of contact, committees, and other structures accountable for implementing OPSG in the jurisdiction (typically this will be a program lead or manager overseeing operations and individuals assigned to that agency); and
- Describe how federal and SLTT law enforcement agencies will work together to establish and enhance coordination and collaboration on border security issues.

3. Budget Requirements Overview

The OO Detailed Annual Budget must:

- Explain how costs and expenses were estimated; and
- Provide a narrative justification for costs and expenses.
- Supporting tables describing cost and expense elements (e.g., equipment, fuel, vehicle maintenance costs) may be included.

4. Submission Requirements

The OO must meet the following submission requirements:

- Must be submitted as an Adobe PDF document;

- All documents submitted must use the unique identifier created by the OPSG data management system from the original associated operation order; and

- Applicable OPSG sector representatives must coordinate with the SAA and OPSG participants to submit an accurate inventory of all specified OPSG purchased property with each Operations Order/ Fragmentary Order (FRAGO).

L. Termination of the Federal Award

1. Paragraph C.XL of the FY 2025 DHS Standard Terms and Conditions, v.3 sets forth a term and condition entitled "Termination of a Federal Award." The termination provision condition listed below applies to the grant award and the term and condition in Paragraph C.XL of the FY 2025 DHS Standard Terms and Conditions, v.3 does not.

2. Termination of the Federal Award by FEMA

   FEMA may terminate the federal award in whole or in part for one of the following reasons identified in 2 C.F.R. § 200.340:

   a. If the recipient or subrecipient fails to comply with the terms and conditions of the federal award.
   b. With the consent of the recipient, in which case FEMA and the recipient must agree upon the termination conditions. These conditions include the effective date and, in the case of partial termination, the portion to be terminated.
   c. If the federal award no longer effectuates the program goals or agency priorities. Under this provision, FEMA may terminate the award for these purposes if any of the following reasons apply:

      i. If DHS/FEMA, in its sole discretion, determines that a specific award objective is ineffective at achieving program goals as described in this NOFO;
      ii. If DHS/FEMA, in its sole discretion, determines that an objective of the award as described in this NOFO will be ineffective at achieving program goals or agency priorities;
      iii. If DHS/FEMA, in its sole discretion, determines that the design of the grant program is flawed relative to program goals or agency priorities;
      iv. If DHS/FEMA, in its sole discretion, determines that the grant program is not aligned to either the DHS Strategic Plan, the FEMA Strategic Plan, or successor policies or documents;
      v. If DHS/FEMA, in its sole discretion, changes or re-evaluates the goals or priorities of the grant program and determines that the award will be ineffective at achieving the updated program goals or agency priorities; or
      vi. For other reasons based on program goals or agency priorities described in the termination notice provided to the recipient pursuant to 2 C.F.R. § 200.341.
      vii. If the awardee falls out of compliance with the Agency's statutory or regulatory authority, award terms and conditions, or other applicable laws.

3. Termination of a Subaward by the Pass-Through Entity

The pass-through entity may terminate a subaward in whole or in part for one of the following reasons identified in 2 C.F.R. § 200.340:

a. If the subrecipient fails to comply with the terms and conditions of the federal award.
b. With the consent of the subrecipient, in which case the pass-through entity and the subrecipient must agree upon the termination conditions. These conditions include the effective date and, in the case of partial termination, the portion to be terminated.
c. If the pass-through entity's award has been terminated the pass-through recipient will terminate its subawards.

4. Termination by the Recipient or Subrecipient

The recipient or subrecipient may terminate the federal award in whole or in part for the following reason identified in 2 C.F.R. § 200.340: Upon sending FEMA or pass-through entity a written notification of the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if FEMA or the pass-through entity determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, FEMA or the pass-through entity may terminate the federal award in its entirety.

5. Impacts of Termination

a. When FEMA terminates the federal award prior to the end of the period of performance due to the recipient's material failure to comply with the terms and conditions of the federal award, FEMA will report the termination in SAM.gov in the manner described at 2 C.F.R. § 200.340(c).
b. When the federal award is terminated in part or its entirety, FEMA or the pass-through entity and the recipient or subrecipient remain responsible for compliance with the requirements in 2 C.F.R. §§ 200.344 and 200.345.

6. Notification requirements

FEMA or the pass-through entity must provide written notice of the termination in a manner consistent with 2 C.F.R. § 200.341. The federal award will be terminated on the date of the notification unless stated otherwise in the notification.

7. Opportunities to Object and Appeal

Where applicable, when FEMA terminates the federal award, the written notification of termination will provide the opportunity and describe the process, to object and provide information challenging the action, pursuant to 2 C.F.R. § 200.342.

8. Effects of Suspension and Termination

The allowability of costs to the recipient or subrecipient resulting from financial obligations incurred by the recipient or subrecipient during a suspension or after the termination of a federal award are subject to 2 C.F.R. § 200.343.

M. Best Practices

While not a requirement in the DHS Standard Terms and Conditions, as a best practice, entities receiving funds through this program should ensure that cybersecurity is integrated into the design, development, operation, and maintenance of investments that impact information technology (IT) and/ or operational technology (OT) systems. Additionally, "The recipient and subrecipient must … take reasonable cybersecurity and other measures to safeguard information including protected personally identifiable information (PII) and other types of information." 2 C.F.R. § 200.303(e).

N. Payment Information

Recipients will submit payment requests in FEMA GO for FY25 awards under this program.

Instructions to Grant Recipients Pursuing Payments

FEMA reviews all grant payments and obligations to ensure allowability in accordance with 2 C.F.R. § 200.305. These measures ensure funds are disbursed appropriately while continuing to support and prioritize communities who rely on FEMA for assistance. Once a recipient submits a payment request, FEMA will review the request. If FEMA approves a payment recipients will be notified by FEMA GO and the payment will be delivered pursuant to the recipients SAM.gov financial information. If FEMA disapproves a payment, FEMA will inform the recipient.

Processing and Payment Timeline

FEMA must comply with regulations governing payments to grant recipients. See 2 C.F.R. § 200.305. For grant recipients other than States, 2 C.F.R. § 200.305(b)(3) stipulates that FEMA is to make payments on a reimbursement basis within 30 days after receipt of the payment request, unless FEMA reasonably believes the request to be improper. For state recipients, 2 C.F.R. § 200.305(a) instructs that federal grant payments are governed by Treasury-State Cash Management Improvement Act (CMIA) agreements ("Treasury-State agreement") and default procedures codified at 31 C.F.R. part 205 and Treasury Financial Manual (TFM) 4A-2000, "Overall Disbursing Rules for All Federal Agencies." *See* 2 C.F.R. § 200.305(a).

Treasury-State agreements generally apply to "major federal assistance programs" that are governed by 31 C.F.R. part 205, subpart A and are identified in the Treasury-State agreement. 31 C.F.R. §§ 205.2, 205.6. Where a federal assistance (grant) program is not governed by subpart A, payment and funds transfers from FEMA to the state are subject to 31 C.F.R. part 205, subpart B. Subpart B requires FEMA to "limit a funds transfer to a state to the minimum amounts needed by the state and must time the disbursement to be in accord with the actual, immediate cash requirements of the state in carrying out a federal assistance program or project. The timing and amount of funds transfers must be as close as is administratively feasible to a state's actual cash outlay for direct program costs and the proportionate share of any allowable indirect costs." 31 C.F.R. § 205.33(a). Nearly all FEMA grants are not "major federal assistance programs." As

a result, payments to states for those grants are subject to the "default" rules of 31 C.F.R. part 205, subpart B.

If additional information is needed, a request for information will be issued by FEMA to the recipient; recipients are strongly encouraged to respond to any additional FEMA request for information inquiries within three business days. If an adequate response is not received, the request may be denied, and the entity may need to submit a new reimbursement request; this will re-start the 30-day timeline.

Submission Process

All non-disaster grant program reimbursement requests must be reviewed and approved by FEMA prior to drawdowns.

For all non-disaster reimbursement requests (regardless of system), please ensure submittal of the following information:

1. Grant ID / Award Number
2. Total amount requested for drawdown
3. Purpose of drawdown and timeframe covered (must be within the award performance period)
4. Subrecipient Funding Details (if applicable).
    - Is funding provided directly or indirectly to a subrecipient?
        - If **no,** include statement "This grant funding is not being directed to a subrecipient."
    - If **yes**, provide the following details:
        - The name, mission statement, and purpose of each subrecipient receiving funds, along with the amount allocated and the specific role or activity being reimbursed.
        - Whether the subrecipient's work or mission involves supporting aliens, regardless of whether FEMA funds support such activities.
        - Whether the payment request includes an activity involving supporting aliens.
        - Whether the subrecipient has any diversity, equity, and inclusion practices.
5. Supporting documentation to demonstrate that expenses are allowable, allocable, reasonable, and necessary under 2 C.F.R. Part 200 and in compliance with the grant's NOFO, award terms, and applicable federal regulations.

O. Immigration Conditions

1. Materiality of Pending Immigration Condition

An immigration term and condition, including those in the DHS Standard Terms and Conditions, may be material to the Department of Homeland Security's decision to make this grant award, and the Department of Homeland Security may take any remedy for noncompliance, including termination, if the state or territorial recipient or any local government subrecipient fails to comply with this term and condition. No final agency determination has been made as of the date of this publication.

10. Other Information

A. Period of Performance Extension

Extensions to the period of performance are allowed.

Recipients should consult with their FEMA point of contact for requirements related to a performance period extension.

See the Preparedness Grants Manual for information on period of performance extension.

B. Other Information

a. *Environmental Planning and Historic Preservation (EHP) Compliance*

See the Preparedness Grants Manual for information on EHP compliance.

b. *Procurement Integrity*

See the Preparedness Grants Manual for information on procurement integrity.

c. *Financial Assistance Programs for Infrastructure*

1. Build America, Buy America Act Recipients and subrecipients must comply with FEMA's implementation requirements of the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act §§ 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also 2 C.F.R. Part 184, Buy America Preferences for Infrastructure Projects and Office of Management and Budget (OMB), Memorandum M-24-02, Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

None of the funds provided under this program may be used for a project for infrastructure unless the iron and steel, manufactured products, and construction materials used in that infrastructure are produced in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

To see whether a particular FEMA federal financial assistance program is considered an infrastructure program and thus required to implement FEMA's Build America, Buy America requirements, please see Programs and Definitions: Build America, Buy America Act | FEMA.gov.

2. Waivers

When necessary, recipients (and subrecipients through their pass-through entity) may apply for, and FEMA may grant, a waiver from these requirements.

A waiver of the domestic content procurement preference may be granted by the agency awarding official if FEMA determines that:

- Applying the domestic content procurement preference would be inconsistent with the public interest, or
- The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality, or
- The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25%.

The process for requesting a waiver from the Buy America preference requirements can be found on FEMA's website at: "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

3. Definitions

For definitions of the key terms of the Build America, Buy America Act, please visit Programs and Definitions: Build America, Buy America Act | FEMA.gov.

d. *Mandatory Disclosures*
The non-Federal entity or applicant for a federal award must disclose, in a timely manner, in writing to the federal awarding agency or pass-through entity all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. (2 C.F.R. § 200.113)

e. *Adaptive Support*
See the Preparedness Grants Manual for information on disability integration.

f. *Record Retention*
See the Preparedness Grants Manual for information on record retention.

g. *Actions to Address Noncompliance*
See the Preparedness Grants Manual for information on actions to address noncompliance.

h. *Audits*
See the Preparedness Grants Manual for information on audits.

11. Appendix A: HSGP Allocations

HSGP Programs	FY 2025 Allocation
SHSP	$373,500,000
OPSG	$ 81,000,000
Total	**$454,500,000**

A. SHSP Allocations

For FY 2025, DHS/FEMA will distribute SHSP funds based on their risk assessment methodology and legal minimums outlined in the *Homeland Security Act of 2002*, as amended. ***THIRA and SPR results do not affect how grant funds are allocated.***

Each state and territory will receive a guaranteed minimum amount:

- All 50 states, Washington, D.C., and Puerto Rico will receive at least 0.35% of the total funds available under Sections 2003 and 2004 of the Homeland Security Act.
- The four territories (American Samoa, Guam, the Northern Mariana Islands, and the U.S. Virgin Islands) will receive at least 0.08% of the total funds available under these sections.

States must include a separate IJ for the NPA focused on Enhancing Election Security (at least 3% minimum spend requirement) and Supporting Border Crisis Response and Enforcement (at least a 10% minimum spend requirement), but there is flexibility on the remaining 17% required to meet the overall 30% minimum spend requirement for the NPAs associated with the SHSP allocation.

These are target allocations pending final decisions by the Department of Homeland Security. These target allocations act as an estimate, and final allocations may be different in the award letter.

Fiscal Year State Homeland Security Grant Program Target Allocations

State/Territory	Fiscal Year 2025 Target Allocation	State/Territory	Fiscal Year 2025 Target Allocation
Alabama	$4,362,750	Montana	$4,362,750
Alaska	$4,362,750	Nebraska	$4,362,750
American Samoa	$997,200	Nevada	$4,362,750
Arizona	$4,362,750	New Hampshire	$4,362,750
Arkansas	$4,362,750	New Jersey	$6,367,357
California	$51,332,060	New Mexico	$4,362,750
Colorado	$4,362,750	New York	$61,229,940
Connecticut	$4,362,750	North Carolina	$4,576,849
Delaware	$4,362,750	North Dakota	$4,362,750
District of Columbia	$4,576,849	Northern Mariana Islands	$997,200
Florida	$8,409,514	Ohio	$5,571,852
Georgia	$4,759,790	Oklahoma	$4,362,750
Guam	$997,200	Oregon	$4,362,750
Hawaii	$4,362,750	Pennsylvania	$7,322,627
Idaho	$4,362,750	Puerto Rico	$4,362,750
Illinois	$12,505,419	Rhode Island	$4,362,750
Indiana	$4,362,750	South Carolina	$4,362,750

State/Territory	Fiscal Year 2025 Target Allocation	State/Territory	Fiscal Year 2025 Target Allocation
Iowa	$4,362,750	South Dakota	$4,362,750
Kansas	$4,362,750	Tennessee	$4,362,750
Kentucky	$4,362,750	Texas	$16,389,406
Louisiana	$4,362,750	U.S. Virgin Islands	$997,200
Maine	$4,362,750	Utah	$4,362,750
Maryland	$6,367,357	Vermont	$4,362,750
Massachusetts	$5,571,852	Virginia	$7,322,627
Michigan	$4,576,849	Washington	$5,571,852
Minnesota	$4,362,750	West Virginia	$4,362,750
Mississippi	$4,362,750	Wisconsin	$4,362,750
Missouri	$4,362,750	Wyoming	$4,362,750
Total			**$373,500,000**

B. OPSG Allocations

For FY 2025, DHS/FEMA will award OPSG funds based on two main factors: the risk to border security and the anticipated effectiveness of proposed projects. The OPSG risk assessment identifies potential threats to border security, guiding the distribution of funds to areas with the highest need. Eligible applicants are thelocal and tribal law enforcement agencies located along the U.S. borders.

For OPSG, "risk" refers to the potential for adverse outcomes, assessed by evaluating threats, vulnerabilities, and consequences associated with specific incidents or events. The risk model used to allocate OPSG funds considers the potential risk that certain threats pose to border security and estimates the relative risk faced by a given area. In evaluating threat, DHS/CBP considers intelligence, situational awareness, criminal trends, and statistical data specific to each of the border sectors, and the potential impacts that these threats pose to the security of the border area. For vulnerability and consequence, DHS/CBP considers the expected impact and consequences of successful border events occurring in specific areas. The effectiveness of proposed investments is evaluated based on the subrecipient’s investment strategy, budget, collaboration, and past performance.

These are target allocations pending final decisions by the Department of Homeland Security. These target allocations act as an estimate, and final allocations may be different in the award letter.

Fiscal Year 2025 Operation Stonegarden Eligible* Target Allocations

State/Territory	Fiscal Year 2025 Target Allocation	State/Territory	Fiscal Year 2025 Target Allocation
Alabama	$350,000	Montana	$1,672,000
Alaska	$750,000	Nebraska	$0
American Samoa	$0	Nevada	$0
Arizona	$12,220,000	New Hampshire	$200,000
Arkansas	$0	New Jersey	$0
California	$12,100,000	New Mexico	$2,675,000
Colorado	$0	New York	$2,670,000
Connecticut	$0	North Carolina	$0
Delaware	$0	North Dakota	$1,542,000
District of Columbia	$0	Northern Mariana Islands	$0
Florida	$2,790,000	Ohio	$825,000
Georgia	$90,000	Oklahoma	$0
Guam	$0	Oregon	$0
Hawaii	$0	Pennsylvania	$170,000
Idaho	$180,000	Puerto Rico	$1,330,000
Illinois	$0	Rhode Island	$0
Indiana	$0	South Carolina	$0
Iowa	$0	South Dakota	$0
Kansas	$0	Tennessee	$0
Kentucky	$0	Texas	$33,708,000
Louisiana	$810,000	U.S. Virgin Islands	$90,000
Maine	$1,410,000	Utah	$0
Maryland	$0	Vermont	$150,000
Massachusetts	$0	Virginia	$0
Michigan	$2,286,000	Washington	$1,435,000
Minnesota	$972,000	West Virginia	$0
Mississippi	$575,000	Wisconsin	$0
Missouri	$0	Wyoming	$0
Total			**$81,000,000**

Eligibility does not guarantee grant funding

12. Appendix B: Allowable Costs

A. Allowable Cost Matrix for SHSP and OPSG

The following matrix lists allowable cost activities across cost categories described above and below. The Preparedness Grants Manual includes additional information on allowable costs. Recipients and subrecipients must follow all applicable requirements in 2 C.F.R. Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. HSGP funds may be used to cover the costs for evaluating the impact of these grants on the state's core capabilities and capability gaps. This list is not exhaustive, therefore, if there are any questions regarding allowable costs, please contact the appropriate FEMA HQ Preparedness Officer.

Allowable Program Activities	SHSP	OPSG
Developing hazard/threat-specific annexes	Y	N
Developing and implementing homeland security support programs and adopting ongoing DHS/FEMA national initiatives	Y	N
Developing related terrorism and other catastrophic event prevention activities	Y	N
Developing and enhancing plans and protocols	Y	N
Developing or conducting assessments	Y	N
Hiring of full- or part-time staff or contract/consultants to assist with planning, engagement, and volunteer management activities	Y	N
Materials required to conduct planning, engagement, and volunteer management activities	Y	N
Travel/per diem related to planning, engagement, and volunteer management activities	Y	Y
Overtime and backfill costs (in accordance with operational Cost Guidance)	Y	Y
Issuance of Western Hemisphere Travel Initiative-compliant Tribal identification cards	Y	N
Activities to achieve planning inclusive of people with disabilities and others with access and functional needs and limited English proficiency.	Y	N
Coordination with Citizen Corps Councils for public information/education and development of volunteer programs	Y	N
Coordination and material support to Citizen Corps Councils and local firehouses for the establishment, training and maintenance of CERTs	Y	N
Update governance structures and processes and plans for emergency communications	Y	N
Development, and review and revision of continuity of operations plans	Y	N
Development, and review and revision of the THIRA/SPR and continuity of operations plans	Y	N
Program management	Y	N
Development of whole community partnerships	Y	N
Structures and mechanisms for information sharing between the public and private sector	Y	N
Implementing models, programs, and workforce enhancement initiatives	Y	N

Allowable Program Activities	SHSP	OPSG
Tools, resources, and activities that facilitate shared situational awareness between the public and private sectors	Y	N
Operational support	Y	N
Utilization of standardized resource management concepts	Y	N
Responding to an increase in the threat level under the National Terrorism Advisory System (NTAS), or needs in resulting from a National Special Security Event	Y	N
Reimbursement for select operational expenses associated with increased security measures at critical infrastructure sites incurred (up to 50% of the allocation)	Y	Y
Overtime for information, investigative, and intelligence sharing activities (up to 50% of the allocation)	Y	Y
Hiring of new staff positions/contractors/consultants for participation in information/intelligence analysis and sharing groups or fusion center activities (up to 50% of the allocation).	Y	Y
Hiring or maintaining staff positions/contractors/consultants at SLTT levels to deliver community preparedness training, resources and material to schools, community-based organizations, faith-based institutions and local businesses.	Y	N
Hiring or maintaining staff positions/contractors/consultants to create, support and maintain CERT or Teen CERT	Y	N
Cost of migrating online services to the ".gov" domain	Y	N
Personal Protective Equipment	Y	Y
Explosive Device Mitigation and Remediation Equipment	Y	N
CBRNE Operational Search and Rescue Equipment	Y	N
Information Technology	Y	Y
Cybersecurity Enhancement Equipment	Y	N
Interoperable Communications Equipment	Y	Y
Detection	Y	Y
Decontamination	Y	N
Medical countermeasures	Y	Y
Power (e.g., generators, batteries, power cells)	Y	Y
CBRNE Reference Materials	Y	N
CBRNE Incident Response Vehicles	Y	N
Terrorism Incident Prevention Equipment	Y	Y
Physical Security Enhancement Equipment	Y	Y
Inspection and Screening Systems	Y	Y
Animal Care and Foreign Animal Disease	Y	N
CBRNE Prevention and Response Watercraft	Y	N
CBRNE Prevention and Response Unmanned Aircraft	Y	N
CBRNE Aviation Equipment	Y	N
CBRNE Logistical Support Equipment	Y	N
Intervention Equipment (e.g., tactical entry, crime scene processing)	Y	Y
Critical emergency supplies	Y	N

Allowable Program Activities	SHSP	OPSG
General use vehicle acquisition, lease, and rental	N	Y
Specialized vehicle acquisition, lease, and rental	Y	Y
Other Authorized Equipment	Y	Y
Overtime and backfill for emergency preparedness and response personnel attending DHS/FEMA-sponsored and approved training classes	Y	N
Overtime and backfill expenses for part-time and volunteer emergency response personnel participating in DHS/FEMA training	Y	N
Training workshops and conferences	Y	Y
Activities to achieve training inclusive of people with disabilities and others with access and functional needs and limited English proficiency	Y	N
Full- or part-time staff or contractors/consultants	Y	Y
Travel	Y	Y
Supplies	Y	N
Instructor certification/re-certification	Y	N
Coordination with Citizen Corps Councils and CERT in conducting training exercises	Y	N
Preparedness training for community preparedness initiatives and programs	Y	N
Interoperable communications training	Y	N
Activities to achieve planning inclusive of people with limited English proficiency	Y	N
Immigration enforcement training	Y	Y
Design, Develop, Conduct, and Evaluate an Exercise	Y	N
Full- or part-time staff or contractors/consultants	Y	N
Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in DHS/FEMA exercises	Y	N
Implementation of Homeland Security Exercise and Evaluation Program (HSEEP)	Y	N
Activities to achieve exercises inclusive of people with disabilities and others with access and functional needs	Y	N
Travel	Y	N
Supplies	Y	N
Interoperable communications exercises	Y	N
Activities to achieve planning inclusive of people with limited English proficiency	Y	N
Hiring of full- or part-time staff or contractors/consultants to assist with the management of the respective grant program, application requirements, and compliance with reporting and data collection requirements	Y	Y
Development of operating plans for information collection and processing necessary to respond to DHS/FEMA data calls	Y	Y
Overtime and backfill costs	Y	Y

Allowable Program Activities	SHSP	OPSG
Travel	Y	Y
Meeting related expenses	Y	Y
Authorized office equipment	Y	Y
Recurring expenses such as those associated with cell phones and faxes during the period of performance of the grant program	Y	N
Leasing or renting of space for newly hired personnel during the period of performance of the grant program	Y	N
Completing the Civil Rights Evaluation Tool	Y	Y
Conducting activities related to evaluating project effectiveness for HSGP-funded projects	Y	Y
Integration and interoperability of systems and data, such as computer aided dispatch (CAD) and record management systems (RMS), to facilitate the collection	Y	N
Maturation, enhancement, and sustainment of designated state fusion centers, including information sharing and analysis, threat recognition, terrorist interdiction, and intelligence analyst training and salaries (subject to certain conditions)	Y	N
Regional counterterrorism training programs for small, medium, and large jurisdictions to exchange information and discuss the current threat environment, lessons learned, and best practices to help prevent, protect against, and mitigate acts of terrorism	Y	N
Coordination of regional full-scale training exercises (federal, state, and local law enforcement participation) focused on terrorism-related events	Y	N
Law enforcement Chemical, Biological, Radiological, Nuclear, and high yield Explosives detection and response capabilities, such as bomb detection/disposal capability development, sustainment, or enhancement, including canine teams, robotics platforms, and x-ray technology	Y	N
Coordination between fusion centers and other operational analytic, and investigative efforts	Y	N
Implementation, maintenance, and sustainment of the Nationwide Suspicious Activity Reporting Initiative	Y	N
Implementation of the "If You See Something, Say Something®" campaign	Y	N
Increase physical security, through law enforcement personnel and other protective measures, by implementing preventive and protective measures at critical infrastructure locations	Y	N

B. SHSP Other Direct Costs

Recipients must comply with all the requirements in 2 C.F.R. Part 200 (*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*). In general, recipients should consult with their FEMA HQ Preparedness Officer prior to making any investment that does not clearly meet the allowable expense criteria. Funding guidelines established within this section support four of the five mission areas—Prevention, Protection, Mitigation, and Response—and associated core capabilities within the Goal. While Recovery is part of the Goal, it is not explicitly part of the HSGP. Allowable investments made in support of

the national priorities, as well as other capability-enhancing projects must have a nexus to terrorism preparedness and fall into the categories of planning, organization, exercises, training, or equipment, aligned to building capability, closing capability gaps, and/or sustaining capabilities, as defined by CPG 201: THIRA/SPR Guide—3rd Edition (Comprehensive Preparedness Guide (CPG) 201, 3rd Edition (fema.gov)). Recipients are encouraged to use grant funds for evaluating grant-funded project effectiveness and return on investment. FEMA encourages recipients to provide the results of that analysis to FEMA.

a. *Planning*

SHSP funds may be used for a range of emergency preparedness and management planning activities, such as those associated with the development, review, and revision of the THIRA, SPR, continuity plans, and other planning activities that support the Goal and placing an emphasis on updating and maintaining a current Emergency Operations Plan (EOP) that conforms to the guidelines outlined in Comprehensive Preparedness Guide (CPG) 101 v3. Planning efforts can also include conducting risk and resilience assessments on increasingly connected cyber and physical systems, on which security depends, using the Infrastructure Resilience Planning Framework and related CISA resources.

Additionally, SHSP funds may be used for planning efforts related to state court cybersecurity, 911 call capabilities, alert and warning capabilities, and implementation of the REAL ID Act (Pub. L. No. 109-13).

b. *Organization*

Organization costs are allowed under this program only as described in this funding notice and the Preparedness Grants Manual.

States must justify proposed expenditures of SHSP funds to support organization activities within their IJ submission. Organizational activities include:

1. Program management;
2. Development of whole community partnerships, through groups such as Citizen Corp Councils;
3. Structures and mechanisms for information sharing between the public and private sector;
4. Implementing models, programs, and workforce enhancement initiatives to address ideologically inspired radicalization to violence in the homeland;
5. Tools, resources, and activities that facilitate shared situational awareness between the public and private sectors;
6. Operational Support;
7. Utilization of standardized resource management concepts such as typing, inventorying, organizing, and tracking to facilitate the dispatch, deployment, and recovery of resources before, during, and after an incident;
8. Responding to an increase in the threat level under the NTAS or needs resulting from a National Special Security Event;
9. Paying salaries and benefits for personnel to serve as qualified Intelligence Analysts. Per the *Personnel Reimbursement for Intelligence Cooperation and Enhancement of Homeland Security Act (PRICE Act)*, Pub. L. No. 110-412, § 2, codified in relevant part, as amended, at 6 U.S.C. § 609(a), SHSP funds may be used to hire new staff and/or

contractor positions to serve as intelligence analysts to enable information/intelligence sharing capabilities, as well as support existing intelligence analysts previously covered by SHSP funding. *See* 6 U.S.C. § 609(a). To be hired as an intelligence analyst, staff and/or contractor personnel must meet at least one of the following criteria:

- Complete training to ensure baseline proficiency in intelligence analysis and production within six months of being hired; and/or,
- Previously served as an intelligence analyst for a minimum of two years either in a federal intelligence agency, the military, or state and/or local law enforcement intelligence unit.

10. All fusion center analytical personnel must demonstrate qualifications that meet or exceed competencies identified in the Common Competencies for state, local, and tribal intelligence analysts, which outlines the minimum categories of training needed for intelligence analysts. A certificate of completion of such training must be on file with the SAA and must be made available to the recipient's respective FEMA HQ Preparedness Officer upon request; and
11. Migrating online services to the ".gov" internet domain.

All SAAs are allowed to use up to 50% of their SHSP funding for personnel costs per 6 U.S.C. § 609(b)(2)(A). Personnel hiring, overtime, and backfill expenses are permitted under this grant only to the extent that such expenses are for the allowable activities within the scope of the grant. Personnel expenses may include, but are not limited to training and exercise coordinators, program managers and planners, intelligence analysts, and SWICs.

At the request of a recipient, the FEMA Administrator (or their designee) may grant a waiver of this 50% limitation under 6 U.S.C. § 609(b)(2)(B). Requests for waivers to the personnel cap must be submitted by the authorized representative of the SAA to FEMA in writing on official letterhead, with the following information:

1. Documentation explaining why the cap should be waived;
2. Conditions under which the request is being submitted; and
3. A budget and method of calculation of personnel costs both in percentages of the grant award and in total dollar amount.

Please see IB 421b, Clarification on the Personnel Reimbursement for Intelligence Cooperation and Enhancement of Homeland Security Act of 2008 (Public L. No. 110–412 – the PRICE Act), dated October 30, 2019, for additional information on the waiver request process.

c. *Equipment*

Equipment costs are allowed under this program only as described in this funding notice and the Preparedness Grants Manual.

The 21 allowable prevention, protection, mitigation, and response equipment categories for HSGP are listed on the Authorized Equipment List (AEL). Some equipment items require prior approval from FEMA before obligation or purchase of the items. Please reference the grant notes for each equipment item to ensure prior approval is not required or to ensure prior approval is obtained if necessary. Recipients and subrecipients may purchase equipment not listed on the AEL, but **only** if they first seek and obtain **prior approval** from FEMA.

Unless otherwise stated, all equipment must meet all mandatory regulatory and/or FEMA-adopted standards to be eligible for purchase using these funds. In addition, recipients will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment. Investments in emergency communications systems and equipment must meet applicable SAFECOM Guidance on Emergency Communications Grants (SAFECOM Guidance) recommendations. Such investments must be coordinated with the SWIC and the State Interoperability Governing Body to ensure interoperability and long-term compatibility. For personal protective equipment (PPE), recipients are encouraged to give procurement preference to domestic manufacturers of PPE or PPE raw materials to the maximum practicable and allowed by law.

Grant funds may be used for the procurement of medical countermeasures. Procurement of medical countermeasures must be conducted in collaboration with state, city, or local health departments that administer federal funds from the Department of Health and Human Services for this purpose and with existing Metropolitan Medical Response System committees where available, to sustain their long-term planning for appropriate, rapid, and local medical countermeasures, including antibiotics and antidotes for nerve agents, cyanide, and other toxins. Procurement must have a sound threat-based justification with an aim to reduce the consequences of mass casualty incidents during the first crucial hours of a response. Prior to procuring pharmaceuticals, recipients must have in place an inventory management plan to avoid large periodic variations in supplies due to coinciding purchase and expiration dates. Recipients are encouraged to enter into rotational procurement agreements with vendors and distributors. Purchases of pharmaceuticals must include a budget for the disposal of expired drugs within each fiscal year's Period of Performance (POP) for HSGP. The cost of disposal cannot be carried over to another FEMA grant or grant period.

EMS electronic patient care data systems should comply with the most current data standard of the National Emergency Medical Services Information System.

Recipients are reminded that school hardening is an eligible activity under SHSP. School hardening measures include but are not limited to:

1. Bullet resistant doors and glass;
2. Hinge-locking mechanisms;
3. Immediate notification to emergency 911 systems;
4. Mechanisms that provide real time actionable intelligence directly to law enforcement and first responders;
5. Installation of distraction devices or other countermeasures administered by law enforcement; and
6. Other measures determined to provide significant improvements to schools' physical security.

Additionally, SHSP funds may be used for equipment purchases related to state court cybersecurity, 911 call capabilities, alert and warning capabilities, and implementation of the REAL ID Act (Pub. L. No. 109-13).

sUAS and critical emergency supply costs are allowable under this program. See the Preparedness Grants Manual for more information.

1. General Purpose Equipment

HSGP allows expenditures on general purpose equipment if it aligns to and supports one or more core capabilities identified in the Goal and has a nexus to terrorism preparedness. General purpose equipment, like all equipment funded under the HSGP, must be sharable through the EMAC[4] and allowable under 6 U.S.C. § 609, and any other applicable provision of the *Homeland Security Act of 2002*, as amended. Examples of such general-purpose equipment may include:

- Law enforcement/general use vehicles (OPSG only);
- Emergency medical services equipment and vehicles;
- Fire service equipment and vehicles, to include hose, pump accessories, and foam concentrate for specialized chemical/biological/radiological/nuclear/explosive (CBRNE) response;
- Interoperability of data systems, such as CAD and RMS; and
- Office equipment for staff[5] engaged in homeland security program activity.

2. Controlled Equipment

For decades, the federal government has provided equipment to state, local, and tribal LEAs through federal grants. Some federal grant programs have assisted LEAs as they carry out their critical missions to keep the American people safe. The equipment acquired by LEAs through these programs includes administrative equipment, such as office furniture and computers. Some federal grant programs also may include military and military-styled equipment, firearms, and tactical vehicles provided by the federal government, including property covered under 22 C.F.R. Part 121 and 15 C.F.R. Part 774 (collectively, "controlled equipment").

However, not all equipment that is considered controlled equipment is allowable under the HSGP. Grant funds under this program may not be used for the purchase of equipment not approved by DHS/FEMA. For example, the purchase of tracked armored vehicles, camouflage uniforms, weapons, and weapons accessories, including ammunition, is generally not allowed with HSGP funds.

DHS/FEMA will continue to collaborate with federal agency partners to ensure that there is a consistent and reasonable approach to the restrictions placed on certain equipment expenditures while continuing to support these investments when there is a justifiable need. Further, DHS/FEMA will continue to maintain an awareness of the evolving policy developments related to certain equipment expenditures and keep grant recipients up to date on future developments.

[4] Except for American Samoa and the Commonwealth of the Northern Mariana Islands, which are not required to belong to EMAC at this time.
[5] This applies to all homeland security personnel and is not limited to M&A staff, and costs are to be captured outside the cap on M&A costs.

For additional information on controlled equipment, see IB # 530 Guidance to Recipients and Subrecipients of FEMA's Non-Disaster Preparedness Grants Policy on Prohibited and Controlled Equipment Policy Recission.

3. Construction and Renovation

Construction and renovation costs to achieve capability targets related to preventing, preparing for, protecting against, or responding to acts of terrorism are allowed under this program. For construction and renovation costs to be allowed, they must be specifically approved by DHS/FEMA in writing prior to the use of any program funds. Limits on the total amount of grant funding that may be used for construction or renovation may apply. Additionally, recipients are required to submit SF-424C and SF-424D.

All proposed construction and renovation activities must undergo an EHP review, including approval of the review from FEMA, prior to undertaking any action related to the project. Failure of a grant recipient to meet these requirements may jeopardize Federal funding. Please see the Preparedness Grants Manual for more information.

d. *Training and Exercises*

Training and exercise costs are allowed under this program only as described in this funding notice and the Preparedness Grants Manual. Recipients are encouraged to consider tuition-free courses offered by FEMA first, before investing in training. For more information and a catalog of courses please refer to the National Preparedness Course Catalog at the National Training and Education Division (NTED).

Allowable training-related costs under HSGP include the establishment, support, conduct, and attendance of training specifically identified under the SHSP program and/or in conjunction with emergency preparedness training by other federal agencies (e.g., HHS and Department of Transportation [DOT]). Training conducted using HSGP funds should address a performance gap identified through an Integrated Preparedness Plan (IPP) or other assessments (e.g., National Emergency Communications Plan Goal Assessments) and contribute to building a capability that will be evaluated through a formal exercise. When developing new courses, recipients are encouraged to apply the Analysis, Design, Development, Implementation, and Evaluation model of instructional design.

1. Law Enforcement Readiness

SHSP grant funds may be requested and may be approved on a case-by-case basis for immigration enforcement training in support of the border security mission. Requests for training will be evaluated on a case-by-case basis and can only be used for certification in the section 287(g) program provided by DHS/ICE. SHSP subrecipients with agreements under section 287(g) of the *Immigration and Nationality Act* (INA) (8 U.S.C. § 1357(g)) to receive delegated authority for immigration enforcement within their jurisdictions may also be reimbursed for section 287(g) related operational activities with approval from FEMA on a case-by-case basis.

e. *Maintenance and Sustainment*

Maintenance and sustainment related costs are allowed under this program only as described in the Preparedness Grants Manual.

f. *Travel*

Domestic travel costs are allowed under this program, as provided for in this NOFO. International travel is not an allowable cost under this program unless approved in advance by DHS/FEMA. See the Allowable Cost Matrix above for more information on allowable travel activities under SHSP.

g. *Personnel*

Personnel hiring, overtime, and backfill expenses are permitted under this grant to perform allowable HSGP planning, organization, training, exercise, and equipment activities. All recipients and subrecipients of HSGP funds, including SHSP allocations, may not use more than 50% of their awards to pay for personnel activities unless a waiver is approved by FEMA. For more information on the 50% personnel cap, please see FEMA IB 421b, Clarification on the *Personnel Reimbursement for Intelligence Cooperation and Enhancement of Homeland Security Act of 2008* (Pub. L. No. 110-412) – the PRICE Act.

HSGP funds may not be used to support the hiring of any personnel to fulfill traditional public health and safety duties nor to supplant traditional public health and safety positions and responsibilities. The following definitions apply to personnel costs:

- **Hiring**. State and local entities may use grant funding to cover the salary of newly hired personnel who are exclusively undertaking allowable FEMA grant activities as specified in this guidance. This may not include new personnel who are hired to fulfill any non-FEMA program activities under any circumstances. Hiring will always result in a net increase of Full Time Equivalent (FTE) employees.
- **Overtime**. These expenses are limited to the additional costs that result from personnel working over and above 40 hours of weekly work time as the direct result of their performance of FEMA-approved activities specified in this guidance. Overtime associated with any other activity is not eligible.
- **Backfill-Related Overtime**. Also called "Overtime as Backfill," these expenses are limited to overtime costs that result from personnel who are working overtime (as identified above) to perform the duties of other personnel who are temporarily assigned to FEMA-approved activities outside their core responsibilities. Neither overtime nor backfill expenses are the result of an increase of FTE employees.
- **Supplanting**. Grant funds will be used to supplement existing funds and will not replace (supplant) funds that have been appropriated for the same purpose. Applicants or recipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

1. Operational Overtime Costs

In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism and other catastrophic events, operational overtime costs are allowable for increased protective security measures at critical infrastructure sites or other high-risk locations and to

enhance public safety during mass gatherings and high-profile events. In that regard, HSGP recipients are urged to consider using grant funding to support soft target preparedness activities. SHSP funds may be used to support select operational expenses associated with increased security measures in the authorized categories cited in the table below, but this table is not exhaustive. FEMA retains the discretion to approve other types of requests that do not fit within one of the categories of the table.

Authorized Operational Overtime Categories

	Category	Description
1	**National Terrorism Advisory System (NTAS)**	Security measures in response to an increase in the threat level under the NTAS to an "elevated" or "imminent" alert status. FEMA Information Bulletin No. 367, Impact of National Terrorism Advisory System on Homeland Security Grant Programs, remains applicable; therefore, advance authorization from FEMA is not required. Refer to National Terrorism Advisory System | Homeland Security (dhs.gov) for additional information on the NTAS.
2	**National Security Special Event (NSSE)**	Security measures for a designated NSSE. NSSEs are events of national or international significance deemed by DHS to be a potential target for terrorism or other criminal activity.
3	**Special Event Assessment Rating (SEAR) Level 1 through Level 4 Events**	Security measures required for SEAR Level 1 through Level 4 events as designated by DHS and included in the DHS National Special Events List, as defined below: • SEAR 1: A significant event with national and/or international importance that may require extensive federal interagency support. • SEAR 2: A significant event with national and/or international importance that may require some level of federal interagency support. • SEAR 3: An event of national and/or international importance that requires only limited federal support. • SEAR 4: An event with limited national importance that is managed at state and local level. NOTE: In cases where a threat of terrorism can be associated with a SEAR Level 5 event, the event planners should coordinate with their state or territory Homeland Security Advisor to seek re-adjudication of the SEAR rating. Operational overtime for security measures associated with such events will be considered for approval by FEMA if re-adjudication results in a SEAR 1 through 4 rating.
4	**States of Emergency**	Declarations of states of emergency by the Governor associated with a terrorism-related threat or incident. This excludes Presidentially declared major disasters or emergencies where

	Category	Description
		federal funding support for the proposed grant-funded activity is made available through the FEMA Public Assistance program or other federal disaster grants.
5	**National Critical Infrastructure Prioritization Program (NCIPP)**	Protection of Level 1 and Level 2 facilities identified through DHS's NCIPP based on a terrorism-related threat to critical infrastructure.
6	**Directed Transit Patrols**	Targeted security patrols in airports and major transit hubs based on a terrorism-related threat to transportation systems.
7	**Other Related Personnel Overtime Costs**	Overtime costs may be authorized for personnel assigned to directly support any of the security activities relating to the categories above. Examples include firefighters and emergency medical services personnel; public works employees who may be responsible for installing protective barriers and fencing; public safety personnel assigned to assist with event access and crowd control; emergency communications specialists; backfill and overtime for staffing state fusion centers; state Active Duty National Guard deployments to protect critical infrastructure sites, including all resources that are part of the standard National Guard deployment package (note: consumable costs, such as fuel expenses, are not allowed except as part of the standard National Guard deployment package); contract security services for critical infrastructure sites; participation in Regional Resiliency Assessment Program activities, increased border security activities in coordination with USBP, etc.
8	**Operational Support to a Federal Agency**	Overtime costs are allowable for personnel to participate in information, investigative, and intelligence sharing activities related to homeland security/terrorism preparedness and specifically requested by a federal agency. Allowable costs are limited to overtime associated with federally requested participation in eligible activities, including anti-terrorism task forces, Joint Terrorism Task Forces (JTTFs), Area Maritime Security Committees (as required by the *Maritime Transportation Security Act of 2002*), DHS Border Enforcement Security Task Forces, and Integrated Border Enforcement Teams. In addition, reimbursement for operational overtime law enforcement activities related to combating transnational crime organizations in support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism is an allowable expense under SHSP on a case-by-case basis. Grant funding can only be used in proportion to the federal man-hour estimate and only after funding for these activities from

	Category	Description
		other federal sources (i.e., FBI JTTF payments to state and local agencies) has been exhausted.
9	**Response to Catastrophic Incidents that are Acts of Terrorism**	Operational overtime is allowable for responding to acts of terrorism. This includes overtime accrued during the immediate response to events, such as mass casualty acts of targeted violence or other activities where the act (i) is dangerous to human life or potentially destructive of critical infrastructure or key resources; and (ii) is a violation of the criminal laws of the United States or of any State or other subdivision of the United States, and the act appears to be intended to coerce civilian populations, influence the policy of a government by intimidation or coercion, or affect the conduct of a government by mass destructions, assassination, or kidnapping.

All allowable operational overtime costs are also subject to the administration requirements outlined in the following subsection.

2. Administration of Operational Overtime Requests

- Except for an elevated NTAS alert, SHSP funds may only be spent for operational overtime costs upon prior written approval by FEMA. The SAA must submit operational overtime requests in writing to its assigned FEMA HQ Preparedness Officer. FEMA will consider requests for special event activities up to one year in advance. However such requests must be within the award's current POP and must not result in the need for a request to extend the period of performance. SAAs should contact FEMA Grants News by e-mail at fema-grants-news@fema.dhs.gov or by phone at (800) 368-6498, Monday through Friday, 9:00 AM – 5:00 PM ET, for clarification.
- All operational overtime requests must clearly explain how the request meets the criteria of one or more of the categories listed in the table above. Requests must address the threat environment as it relates to the event or activity requiring operational overtime support and explain how the overtime activity is responsive to the threat. Request letters sent to FEMA must be UNCLASSIFIED but may be labeled "For Official Use Only." If explaining the threat will require the sharing of classified information, the letter should state that fact. FEMA will then plan for the sharing of classified information through official channels;
- Post-event operational overtime requests will only be considered on a case-by-case basis, where it is demonstrated that exigent circumstances prevented submission of a request in advance of the event or activity;
- Under no circumstances may FEMA grant funding be used to pay for costs already supported by funding from another federal source; and
- FEMA will consult and coordinate with appropriate DHS components as necessary to verify information used to support operational overtime requests.

h. *Secure Identification*
Secure identification costs are allowed under this program. SHSP funds may be used to support the implementation activities associated with the Western Hemisphere Travel Initiative (WHTI), including the issuance of WHTI-compliant tribal identification cards.

i. *Multiple Purpose or Dual-Use of Funds*
Please see the Preparedness Grants Manual for information on multiple purpose of dual-use of funds under HSGP.

C. OPSG Other Direct Costs
Recipients must comply with all the requirements in 2 C.F.R. Part 200 (*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*). In general, recipients should consult with their FEMA HQ Preparedness Officer prior to making any investment that does not clearly meet the allowable expense criteria. Funding guidelines established within this section support four of the five mission areas—Prevention, Protection, Mitigation, and Response—and associated core capabilities within the Goal. While Recovery is part of the Goal, it is not explicitly part of the HSGP. Allowable investments made in support of the national priorities, as well as other capability-enhancing projects must have a nexus to terrorism preparedness and fall into the categories of planning, organization, exercises, training, or equipment, aligned to building capability, closing capability gaps, and/or sustaining capabilities, as defined by CPG 201: THIRA/SPR Guide—3rd Edition (Comprehensive Preparedness Guide (CPG) 201, 3rd Edition (fema.gov)). Recipients are encouraged to use grant funds for evaluating grant-funded project effectiveness and return on investment. FEMA encourages recipients to provide the results of that analysis to FEMA.

a. *Planning*
Planning costs are allowed under this program only as described in this funding notice. See the Allowable Cost Matrix above for more information on allowable planning activities for OPSG.

b. *Organization*
Organization costs are allowed under this program only as described in this funding notice and the Preparedness Grants Manual. See the Allowable Cost Matrix above for more information on allowable organizational activities for OPSG.

c. *Equipment*
Equipment costs are allowed under this program only as described in this funding notice and the Preparedness Grants Manual.

OPSG equipment is intended to be incidental to the enhanced border security operations being performed. The grant is not intended to be used to outfit or supply general equipment to SLTT law enforcement agencies. Equipment must be relatable to and justified by the operational benefit it will provide. Each appropriate OPSG sector coordinator is required to keep an inventory of OPSG purchased equipment that includes at a minimum: 1) grant funding year; 2) purchase amount; 3) purchase date; 4) purchase quantity; 5) equipment ID; 6) source of funding for the property, including the Federal Award Identification Number; 7) who holds title to the property; 8) federal share percent of the property; 9) location of the property; 10) use and condition of the property; 11) disposal date; and 12) brief disposal justification information and

sale price if sold. Each Operations Order/FRAGO will require that each friendly force submit the equipment inventory for each Operations Order/FRAGO submission.

1. **Equipment Marking**. Because equipment purchased with OPSG funding is intended to be used to support OPSG activities, it **may** be appropriately marked to ensure its ready identification and primary use for that purpose. **When practicable**, any equipment purchased with OPSG funding **should** be prominently marked as follows: **"Purchased with DHS funds for Operation Stonegarden Use."**
2. **Fuel Cost and Mileage Reimbursement.** There is no cap for reimbursement of fuel or mileage costs in support of operational activities. Subrecipients and friendly forces may not claim reimbursements for both mileage and fuel/maintenance for the same equipment at the same time.
3. **Vehicle and Equipment Acquisition, Including Leasing and Rentals**. Allowable purchases under OPSG include patrol vehicles and other mission-specific equipment whose primary purpose is to increase operational capabilities on or near a border nexus in support of approved border security operations. A detailed justification must be submitted to the respective FEMA HQ Preparedness Officer prior to purchase.
4. **Medical Emergency Countermeasures.** Allowable purchases under OPSG include narcotic antagonist pharmaceuticals, detection and identification equipment, safe storage and transportation, personnel protective equipment, and initial equipment training, as reflected in the AEL.

1. Requirements for sUAS

sUAS are allowable under the HSGP. See the Preparedness Grants Manual for more information.

2. General Purpose Equipment

HSGP allows expenditures on general purpose equipment if it aligns to and supports one or more core capabilities identified in the Goal and has a nexus to terrorism preparedness. General purpose equipment, like all equipment funded under the HSGP, must be sharable through the EMAC[6] and allowable under 6 U.S.C. § 609, and any other applicable provision of the *Homeland Security Act of 2002*, as amended. Examples of such general-purpose equipment may include:

- Law enforcement/general use vehicles (OPSG only);
- Emergency medical services equipment and vehicles;
- Fire service equipment and vehicles, to include hose, pump accessories, and foam concentrate for specialized chemical/biological/radiological/nuclear/explosive (CBRNE) response;
- Interoperability of data systems, such as CAD and RMS; and
- Office equipment for staff[7] engaged in homeland security program activity.

[6] Except for American Samoa and the Commonwealth of the Northern Mariana Islands, which are not required to belong to EMAC at this time.
[7] This applies to all homeland security personnel and is not limited to M&A staff, and costs are to be captured outside the cap on M&A costs.

3. Controlled Equipment

For decades, the federal government has provided equipment to state, local, and tribal LEAs through federal grants. Some federal grant programs have assisted LEAs as they carry out their critical missions to keep the American people safe. The equipment acquired by LEAs through these programs includes administrative equipment, such as office furniture and computers. Some federal grant programs also may include military and military-styled equipment, firearms, and tactical vehicles provided by the federal government, including property covered under 22 C.F.R. Part 121 and 15 C.F.R. Part 774 (collectively, "controlled equipment").

However, not all equipment that is considered controlled equipment is allowable under the HSGP. Grant funds under this program may not be used for the purchase of equipment not approved by DHS/FEMA. For example, the purchase of tracked armored vehicles, camouflage uniforms, weapons, and weapons accessories, including ammunition, is generally not allowed with HSGP funds.

DHS/FEMA will continue to collaborate with federal agency partners to ensure that there is a consistent and reasonable approach to the restrictions placed on certain equipment expenditures while continuing to support these investments when there is a justifiable need. Further, DHS/FEMA will continue to maintain an awareness of the evolving policy developments related to certain equipment expenditures and keep grant recipients up to date on future developments.

4. Construction and Renovation

OPSG funds may not be used for any construction.

d. *Training and Exercises*

Training and exercise costs are allowed under this program only as described in this funding notice and the Preparedness Grants Manual (e.g., related to EHP compliance). Recipients are encouraged to consider tuition-free courses offered by FEMA first, before investing in training. For more information and a catalog of courses please refer to the National Preparedness Course Catalog at NTED.

1. Law Enforcement Readiness

OPSG grant funds may be used to increase operational, material, and technological readiness of SLTT law enforcement agencies. The Delegation of Immigration Authority, Section 287(g) of the *Immigration and Nationality Act (INA)* program allows a state or local law enforcement entity to enter into a partnership with ICE, under a joint Memorandum of Agreement (MOA), to receive delegated authority for immigration enforcement within their jurisdictions.

OPSG grant funds may be requested and may be approved on a case-by-case basis for immigration enforcement training in support of the border security mission. Requests for training will be evaluated on a case-by-case basis and can only be used for certification in the section 287(g) program provided by DHS/ICE. OPSG subrecipients with agreements under section 287(g) of the *INA* (8 U.S.C. § 1357(g)) to receive delegated authority for immigration

enforcement within their jurisdictions may also be reimbursed for section 287(g) related operational activities with approval from FEMA on a case-by-case basis. For OPSG, subrecipients must be authorized by USBP Headquarters and Sectors, and operational activities must be coordinated through a USBP Sector.

e. *Maintenance and Sustainment*
Maintenance and sustainment related costs are allowed under this program only as described in the Preparedness Grants Manual.

f. *Travel*
Domestic travel costs are allowed under this program, as provided for in this NOFO and in the Preparedness Grants Manual. International travel is not an allowable cost under this program unless approved in advance by DHS/FEMA. See the Allowable Cost Matrix in Appendix B for more information on allowable travel activities under OPSG.

g. *Personnel*
Personnel hiring, overtime, and backfill expenses are permitted under this grant to perform allowable HSGP planning, organization, training, exercise, and equipment activities. Under OPSG, overtime costs are allowable only in so far as they meet the intent of the program. All recipients and subrecipients of HSGP funds, including OPSG allocations, may not use more than 50% of their awards to pay for personnel activities unless a waiver is approved by FEMA. For more information on the 50% personnel cap, please see FEMA IB 421b, *Clarification on the Personnel Reimbursement for Intelligence Cooperation and Enhancement of Homeland Security Act of 2008* (Pub. L. No. 110-412 – the PRICE Act).

Further, changes in scope or objective also require FEMA's prior written approval pursuant to 2 C.F.R. § 200.308(c)(1). If the cost changes are allowable under the grant, a FRAGO must be submitted to Homeland Security Information Network (HSIN) to obtain FEMA's prior written approval of such changes in accordance with 2 C.F.R. § 200.308(c)(1). These modifications will be annotated in the annex section of the FRAGO.

OPSG funds may be used for domestic travel and *per diem*, including costs associated with the deployment/redeployment of personnel to border areas and for travel associated with law enforcement entities assisting other local jurisdictions in law enforcement activities. In addition, allowable costs include supporting up to six-month deployment of law enforcement personnel to critical Southwest Border locations for operational activities (travel costs must be in accordance with applicable travel regulations).

OPSG funds may be used to pay additional current part-time law enforcement personnel salaries to bring them to temporary full-time status. OPSG funds may support a Governor's request to activate, deploy, or redeploy specialized National Guard Units/Package and/or elements of state law enforcement serving as friendly forces to increase or augment specialized/technical law enforcement elements' operational activities. Costs associated with backfill for personnel supporting operational activities are allowable.

As with all OPSG personnel costs, OPSG grant funds will be used to supplement existing funds

and will not replace (supplant) funds that have been appropriated for the same purpose. Applicants or recipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

1. Operational Overtime Costs

OPSG funds should be used for operational overtime costs associated with law enforcement activities in support of border law enforcement agencies for enhanced border security. Overtime pay is for increased patrol time for certified public safety officers, along with limited support for other law enforcement direct support personnel (e.g., Communication Officers/Dispatchers, non-sworn patrol pilots, etc.). Overtime shall be reimbursed consistent with the non-federal entity's overtime policy and the requirements as stated below:

- Overtime is time worked that exceeds the required number of hours during an employee's designated shift;
- Overtime must be worked to increase patrol capacity and be in support of identified and approved USBP border security operations;
- The OPSG overtime hourly rate of pay will be no more than the approved overtime rate per local law and policy and must be in accordance with applicable state and federal regulations;
- All overtime expenses under OPSG must be reasonable for the services rendered and conform to the non-federal entity's established written policy, which must apply to both federally funded and non-federally funded activities and comply with the other applicable requirements under 2 C.F.R. §§ 200.430-200.431; and
- The non-federal entity may not utilize OPSG funding to pay for an employee's overtime hours or pay that exceeds 16-hours worked in any 24-hour period.

2. Intelligence Support

Per 6 U.S.C. § 609(a), OPSG funds may, as applicable and operationally beneficial, be used to pay salaries and benefits or overtime for personnel to serve as qualified Intelligence Analysts to enable and enhance information/intelligence sharing capabilities, as well as support existing intelligence analysts previously covered by OPSG funding. Qualified OPSG-funded intelligence analysts can be assigned to an applicable law enforcement facility/intelligence function as long as information/intelligence sharing is maintained. To serve as an OPSG-funded intelligence analyst, personnel must meet at least one of the following criteria:

- Complete training to ensure baseline proficiency in intelligence analysis and production within six months of being hired; and/or,
- Previously served as an intelligence analyst for a minimum of two years either in a federal intelligence agency, the military, or state and/or local law enforcement intelligence unit.

OPSG-funded intelligence analysts must demonstrate qualifications that meet or exceed competencies identified in the Common Competencies for state, local, and tribal intelligence analysts, which outlines the minimum categories of training needed for intelligence analysts. A certificate of completion of such training must be on file with the SAA and must be made

available to the recipient's respective FEMA HQ Preparedness Officer upon request.

h. ***Regional Border Projects***

Recipients are encouraged to prioritize the acquisition and development of regional projects on the borders to maximize interoperability and coordination capabilities among federal agencies and with state, local, and tribal law enforcement partners. Such regional projects include:

1. Communications equipment;
2. Radio systems and repeaters;
3. Integration with regional intelligence and information sharing effort (i.e., fusion centers):
   - Intelligence analysts.
4. Situational Awareness equipment:
   - License Plate Reader Networks;
   - Visual detection and surveillance systems;
   - Sensor Systems;
   - Radar Systems (for air and/or marine incursions); and
   - Aircraft systems (manned or unmanned).

i. ***Transportation Costs and Costs Related to the Provision of Acute Medical Care***

Vehicle, fuel, mileage, operational overtime, and other types of costs otherwise allowable under an OPSG award's HSGP NOFO are allowable where the costs are in support of the necessary transportation of individuals interdicted while carrying out allowable OPSG-funded activities or operations from the point of interdiction to an applicable law enforcement facility.

When transporting individuals interdicted in the course of carrying out allowable OPSG-funded activities or operations from the point of interdiction, non-Federal entities may charge vehicle, fuel, mileage, operational overtime, and other types of costs otherwise allowable under an OPSG award's HSGP NOFO associated with necessary transportation to provide acute medical care for individuals being transported from the point of interdiction. In such cases, non-Federal entities may also charge operational overtime for personnel that monitor a detained individual receiving acute medical care where the individual remains in the custody of the non-Federal law enforcement agency. Costs incurred beyond the acute phase of medical care (e.g., upon admission to the hospital, or after transfer from an acute care facility to the hospital) and costs incurred once the custodial responsibility of the individual is transferred to CBP are not allowable under OPSG.

Costs described above are allowable regardless of what entity or agency initially makes the interdiction. Personnel costs incurred by non-Federal law enforcement agencies eligible under OPSG (including deputies, corrections officers, or detention officers) for costs described above are allowable.

j. ***Temporary or Term Appointments***

Temporary or term appointments are allowable under an OPSG award, so long as they comply with the following:

1. Subrecipients may utilize temporary or term appointments to augment the law enforcement presence on the borders. However, applying funds toward hiring full-time or permanent sworn public safety officers is unallowable;

2. OPSG-funded temporary or term appointments may not exceed the approved period of performance:
    - For OPSG purposes, temporary appointments are non-status appointments for less than one year; and
    - For OPSG purposes, term appointments are non-status appointments for one year, extendable for one year as necessary.
3. OPSG funding for temporary or term appointments may pay for salary only. Benefits are not allowable expenses for term or temporary employees;
4. OPSG remains a non-hiring program. Appropriate uses of temporary or term appointments include:
    - To carry out specific enforcement operations work for ongoing OPSG-funded patrols throughout the Sector Area of Operation;
    - To staff operations of limited duration, such as OPSG-enhanced enforcement patrols targeting specific locations or criminal activity; and
    - To fill OPSG positions in activities undergoing transition or personnel shortages and local backfill policies (medical/military deployments).
5. OPSG term and temporary appointments must have all necessary certifications and training to enforce state and local laws. OPSG funds will not be used to train or certify term or temporary appointments except as otherwise stated in this NOFO and the Preparedness Grants Manual; and
6. FEMA provides no guarantee of funding for temporary or term appointments. In addition to the terms of this NOFO, subrecipients must follow their own applicable policies and procedures regarding temporary or term appointments.

GRANT MANAGEMENT MEMORANDUM
GMM 2025-08

Date: August 26, 2025

To: **All California Governor's Office of Emergency Services (Cal OES) Homeland Security Grant Program (HSGP) Subrecipients**

From: Cal OES Grants Management

Subject: Fiscal Year (FY) 2025 HSGP Application Updates, Guidance, and Allocations

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On August 8, 2025, Cal OES released GMM 2025-06 with FY 2025 HSGP allocations and program updates. This memo provides additional guidance to help facilitate the submission of required project-level details for DHS/FEMA review as part of our FY 2025 HSGP application process.

The FY 2025 HSGP National Priority Areas (NPAs) and required minimum spends are as follows:

NPA	Minimum Spend Requirement
***NEW** – Supporting Border Crisis Response and Enforcement	10% minimum spend
***NEW** – Supporting Homeland Security Task Forces and Fusion Centers	No minimum spend
Enhancing the Protection of Soft Targets/Crowded Places	No minimum spend (no change)
Enhancing Cybersecurity	No minimum spend (no change)
Enhancing Election Security	3% minimum spend (no change)
Removed – Enhancing Information and Intelligence Sharing	-
Removed – Enhancing Community Preparedness and Resilience	-
Removed – Combating Domestic Violence Extremism	-

Subrecipients must allocate a minimum of 30% of funding across the five NPAs.

Enhancing Election Security and Supporting Border Crisis Response and Enforcement are the only national priorities with minimum spends totaling 13%. Subrecipients will have the flexibility to allocate the remaining 17% across the remaining priorities.

The updated Investment Justifications (IJ)s and numbering are as follows:

- IJ (1) - Supporting Homeland Security Task Forces and Fusion Centers
- IJ (2) - Enhance the Protection of Soft Targets/Crowded Places
- IJ (3) - Enhance Cybersecurity
- IJ (4) - Supporting Border Crisis Response and Enforcement
- IJ (5) - Strengthen Emergency Communications Capabilities Through Planning, Governance, Technology, And Equipment
- IJ (6) - Enhance Medical and Public Health Preparedness
- IJ (7) - Strengthen Information Sharing and Collaboration
- IJ (8) - Enhance Multi-Jurisdictional/Inter-Jurisdictional All- Hazards/Whole Community Incident Planning, Response & Recovery Capabilities
- IJ (9) - Protect Critical Infrastructure and Key Resources (including Food & Agriculture)
- IJ (10) - Enhance Election Security

The minimum spend requirement for Law Enforcement Terrorism Prevention Activities (LETPA) will remain at 35% of the award. For an activity to be classified as LETPA, it must have both a law enforcement and terrorism prevention nexus. Information Bulletin (IB)485 includes the most up-to-date information on project selection considerations and allowable activities for LETPA investments.

Management and administration costs for FY 2025 should be captured under Investment Justification #6. All emergency communications projects must comply with the SAFECOM Guidance and must be captured under Investment Justification #5. The project description should contain the SCIP goal and "emergency communications" in the project description.

As you develop your projects you may reference the example project types listed in the latest copy of the FY 2025 HSGP NOFO released on August 1, 2025. You may also reach out to your assigned Grants Analyst for any questions related to project development.

The deadline to submit revised FY 2025 projects with final allocations to your HSGP Grants Analyst is **Tuesday, September 16, 2025**. This timeline allows Cal OES sufficient time for our internal review and project entry into FEMA's new grants management system, FEMA GO. To meet the grant requirements for an award under HSGP, the State must pass at least 80% of funding to local or tribal governments. By submitting our required project-level details in advance, we

can submit our projects to DHS/FEMA for review before receiving our award, thus avoiding unnecessary delays in receiving HSGP funding.

California and 19 other states filed a lawsuit challenging the lawfulness of the civil immigration terms and conditions set forth in DHS Standard Terms and Conditions and seeking to prohibit their enforcement (See *State of Illinois et al. v. Federal Emergency Management Agency, et al.* (D. R.I., No. 1:25-cv-206-WES-PAS). The parties are currently awaiting a decision from the court as to the lawfulness of these provisions. Once the court issues its decision, Cal OES will update its FAQs.

In submitting the FY 25 HSGP application, Cal OES also submitted a reservation of rights (RoR) letter which provided that submission of the FY 25 HSGP application should not be construed as agreement to the disputed conditions, certification of compliance with the disputed conditions or as a waiver of any rights by Cal OES or the State of California, including the civil immigration terms and conditions.

The RoR letter also addressed the Election Security NPA portion of the FY 25 HSGP NOFO, which "integrat[es] the directives of Executive Order 14248", which is the subject of ongoing litigation, including in *State of California, et al. v. Donald J. Trump, et al.* (D. Mass., No. 1:25-cv-10810-DJC). The RoR rights letter stated that the application should not be construed as an agreement to the Election Security NPA conditions or as a waiver of any rights or arguments by Cal OES or the State of California concerning the election-related conditions
In light of the above-referenced reservation of rights, subrecipients are encouraged to submit their applications.

There have been no changes to the allocations provided in the chart from the GMM sent out on August 8, 2025. The allocations are provided in this document as well for reference.

As any grant program updates are made, Cal OES will continue to share information on our Frequently Asked Questions (FAQ) page on the Cal OES webpage at: DHS-FEMA Grant Guidance FAQs.

We appreciate your patience and cooperation during this coordinated effort.

State Homeland Security Program (SHSP)					
Operational Area	**Population**	**Base Amount**	**35% LE**	**SHSP**	**Total Award (35% LE + SHSP)**
ALAMEDA	1,662,482	75,000	564,238	1,047,870	**1,612,108**
ALPINE	1,177	75,000	26,631	49,458	**76,089**
AMADOR	39,563	75,000	39,053	72,526	**111,579**
BUTTE	207,525	75,000	93,406	173,469	**266,875**
CALAVERAS	44,722	75,000	40,722	75,627	**116,349**
COLUSA	22,026	75,000	33,378	61,987	**95,365**
CONTRA COSTA	1,158,225	75,000	401,057	744,822	**1,145,879**
DEL NORTE	26,544	75,000	34,840	64,702	**99,542**
EL DORADO	190,770	75,000	87,984	163,399	**251,383**
FRESNO	1,037,053	75,000	361,846	671,999	**1,033,845**
GLENN	29,369	75,000	35,754	66,401	**102,155**
HUMBOLDT	133,817	75,000	69,554	129,171	**198,725**
IMPERIAL	70,471	75,000	49,055	91,102	**140,157**
INYO	18,800	75,000	32,333	60,048	**92,381**
KERN	923,961	75,000	325,249	604,033	**929,282**
KINGS	154,015	75,000	76,090	141,311	**217,401**
LAKE	67,254	75,000	48,014	89,168	**137,182**
LASSEN	28,716	75,000	35,543	66,008	**101,551**
LOS ANGELES	9,876,811	75,000	3,222,437	5,984,527	**9,206,964**
MADERA	162,599	75,000	78,868	146,469	**225,337**
MARIN	254,550	75,000	108,624	201,729	**310,353**
MARIPOSA	16,917	75,000	31,724	58,917	**90,641**
MENDOCINO	89,827	75,000	55,319	102,734	**158,053**
MERCED	293,080	75,000	121,092	224,886	**345,978**
MODOC	8,491	75,000	28,998	53,853	**82,851**
MONO	12,684	75,000	30,354	56,373	**86,727**
MONTEREY	438,831	75,000	168,258	312,479	**480,737**
NAPA	136,124	75,000	70,301	130,558	**200,859**
NEVADA	100,354	75,000	58,725	109,061	**167,786**
ORANGE	3,175,427	75,000	1,053,834	1,957,121	**3,010,955**
PLACER	421,446	75,000	162,633	302,031	**464,664**
PLUMAS	18,885	75,000	32,361	60,100	**92,461**
RIVERSIDE	2,495,640	75,000	833,852	1,548,582	**2,382,434**
SACRAMENTO	1,604,745	75,000	545,554	1,013,172	**1,558,726**
SAN BENITO	66,822	75,000	47,874	88,909	**136,783**
SAN BERNARDINO	2,207,424	75,000	740,584	1,375,370	**2,115,954**
SAN DIEGO	3,330,139	75,000	1,103,900	2,050,101	**3,154,001**
SAN FRANCISCO	842,027	75,000	298,734	554,792	**853,526**
SAN JOAQUIN	805,856	75,000	287,030	533,054	**820,084**
SAN LUIS OBISPO	279,337	75,000	116,644	216,626	**333,270**
SAN MATEO	748,337	75,000	268,416	498,487	**766,903**
SANTA BARBARA	447,132	75,000	170,944	317,468	**488,412**
SANTA CLARA	1,922,259	75,000	648,304	1,203,991	**1,852,295**

SANTA CRUZ	263,710	75,000	111,587	207,235	**318,822**
SHASTA	180,201	75,000	84,564	157,047	**241,611**
SIERRA	3,170	75,000	27,276	50,655	**77,931**
SISKIYOU	43,311	75,000	40,266	74,779	**115,045**
SOLANO	449,839	75,000	171,820	319,095	**490,915**
SONOMA	482,848	75,000	182,502	338,933	**521,435**
STANISLAUS	555,765	75,000	206,099	382,754	**588,853**
SUTTER	100,257	75,000	58,693	109,002	**167,695**
TEHAMA	64,827	75,000	47,229	87,710	**134,939**
TRINITY	15,884	75,000	31,390	58,296	**89,686**
TULARE	487,209	75,000	183,913	341,554	**525,467**
TUOLUMNE	54,357	75,000	43,841	81,417	**125,258**
VENTURA	829,005	75,000	294,520	546,967	**841,487**
YOLO	225,433	75,000	99,201	184,231	**283,432**
YUBA	85,023	75,000	53,764	99,847	**153,611**
Total	**39,413,073**	**4,350,000**	**14,276,776**	**26,514,013**	**40,790,789**

Fusion Centers	
Region	**Total Award**
SAN FRANCISCO BAY AREA	1,792,050
SACRAMENTO/CENTRAL VALLEY AREA	2,565,000
GREATER LOS ANGELES AREA	2,887,500
SAN DIEGO AREA	2,047,500
ORANGE AREA	835,000
Total	**10,127,050**

Urban Areas Security Initiative (UASI) ***A minimum of 35% of UASI funding must be for Law Enforcement Terrorism Prevention**			
Urban Area	**Federal Allocation to State**	**Allocation to UASI (82.7%)**	**State Initiatives (17.3%)**
ANAHEIM/SANTA ANA AREA	8,842,298	7,312,580	1,529,718
BAY AREA	32,451,685	26,837,543	5,614,142
LOS ANGELES/LONG BEACH AREA	38,664,255	31,975,339	6,688,916
RIVERSIDE AREA	7,134,344	5,900,102	1,234,242
SACRAMENTO AREA	4,516,008	3,734,739	781,269
SAN DIEGO AREA	17,716,678	14,651,693	3,064,985
Total	**109,325,268**	**90,411,996**	**18,913,272**

Introduced: 10/20/2025

Current Status: General Government - Consent

Version: 1

Matter Type: BoS Resolution

Authorize the Department of Emergency Management (DEM) to submit an application for the purpose of obtaining financial assistance from the California Governor's Office of Emergency Services for Fiscal Years (FY) 2025 and 2026 Emergency Management Performance Grant (EMPG).

RECOMMENDATION:
It is recommended that the Board of Supervisors:
Authorize the Department of Emergency Management (DEM) to submit an application for the purpose of obtaining financial assistance from the California Governor's Office of Emergency Services for Fiscal Years (FY) 2025 and 2026 Emergency Management Performance Grant (EMPG).

SUMMARY:
The Department of Emergency Management coordinates applications and reporting efforts for the Emergency Management Performance Grant. As authorized representatives, DEM can submit applications and execute grant documents for the purpose of obtaining financial assistance from the California Governor's office of Emergency Services for FY 2025, and 2026 Emergency Management Performance Grant.

DISCUSSION:
The Emergency Management Performance Grant is a federally funded program aimed at providing assistance to local government emergency management supporting activities for administrative tasks necessary to maintain the operational area and emergency management responsibilities of a routine nature and specific activities.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
CalOES, County Counsel, Auditors and Contracts Purchasing review documents in relation to EMPG and have approved as to form.

FINANCING:
This resolution has no impact on the FY2025-26 Adopted Budgets.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The Emergency Management Performance Grant (EMPG) supports the County of Monterey Board of Supervisors' Strategic Goals by enhancing the county's ability to prepare for, respond to, and recover from disasters and emergencies. Through EMPG funding, the county strengthens coordination, training, and emergency operations, ensuring public safety and community resilience align with the Board's priorities for effective governance and a safe, well-prepared community.

Mark a check to the related Board of Supervisors Strategic Plan Goals [Include one or two sentences referencing the Ordinance, Code, Board Order/Resolution, etc. in relation to this selection]:
____ Well-Being and Quality of Life
_X_ Sustainable Infrastructure for the Present and Future
_X_ Safe and Resilient Communities
____ Diverse and Thriving Economy

If does not fall under any of the above Board of Supervisors Strategic Plan Goals (Other):

____ Administrative [Include one or two sentences referencing the Ordinance, Code, Board Order/Resolution, etc. in relation to this selection]

Link to the Strategic Plan:
<https://www.countyofmonterey.gov/home/showdocument?id=139569>

Prepared by: April Rodriguez, Management Analyst II, x1923
Approved by: Kelsey Scanlon, Director of Emergency Management, x1902
Approved by: Michael Beaton, Assistant County Administrative Officer, x3835

Attachments:
Attachment A: Board Resolution
Attachment B: FY25 Federal Emergency Management Agency (FEMA) Notice of Funding Opportunity
Attachment C: California Office of Emergency Services GMM 2025-07 FY25 EMPG Allocations

Introduced: 10/20/2025
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Resolution

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

Resolution No.

Authorize the Department of Emergency Management to submit an application for the purpose of obtaining financial assistance from the California Governor's Office of Emergency Services for Fiscal Years 2025 and 2026 Emergency Management Performance Grant Program (EMPG).

RECITALS:

WHEREAS, The Emergency Management Performance Grant (EMPG) is a federally funded grant that supports local government agencies in enhancing and sustaining their emergency management capabilities; and

WHEREAS, The Department of Emergency Management (DEM) administers the Emergency Management Performance Grant (EMPG) and receives an annual award on behalf of the Monterey County Operational Area. EMPG funds are received annually and used for resources, and having systems in place to effectively manage emergencies and disasters; and

WHEREAS, The Department of Emergency Management coordinates applications and reporting efforts for the Emergency Management Performance Grant. As authorized representatives DEM can submit applications and execute grant documents for the purpose of obtaining financial assistance from the California Governor's office of Emergency Services for FY 2025, and 2026 Emergency Management Performance Grant; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Monterey, State of California, does hereby proclaim that:

Authorize the Department of Emergency Management (DEM) to submit an application for the purpose of obtaining financial assistance from the California Governor's Office of Emergency Services for Fiscal Years (FY) 2025 and 2026 Emergency Management Performance Grant (EMPG).

PASSED AND ADOPTED on this 04th day of November 2025, by the following vote, to-wit:

AYES:
NOES:
ABSENT:

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

Dated: Valerie Ralph, Clerk of the Board of

Supervisors County of Monterey, State
of California

By _____

The U. S. Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year 2025 Emergency Management Performance Grant Program

Release Date: Jul 28, 2025

Download the NOFO.

All entities wishing to do business with the federal government must have a unique entity identifier (UEI). The UEI number is issued by the system. Requesting a UEI using System for Award Management (SAM.gov) can be found at: https://sam.gov/content/entity-registration.

Fraud, waste, abuse, mismanagement, and other criminal or noncriminal misconduct related to this program may be reported to the Office of Inspector General (OIG) Hotline. The toll-free numbers to call are 1 (800) 323-8603 and TTY 1 (844) 889-4357.

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Basic Information

1. Agency Name	U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA)
2. NOFO Title	Fiscal Year 2025 Emergency Management Performance Grant (EMPG) Program
3. Announcement Type	Initial
4. Funding Opportunity Number	DHS-25- GPD-042-01-99

5. Assistance Listing Number	97.042
6. Expected Total Funding	$319.5 million See Appendix D for the FY 2025 EMPG Program Allocations
7. Anticipated Number of Awards	56 awards
8. Expected Award Range	$825,152 – $24,392,241
9. Projected Application Start Date	07/28/25 09:00 a.m. Eastern Time (ET)
10. Projected Application End Date	08/11/2025 05:00 p.m. Eastern Time (ET)
11. Anticipated Funding Selection Date	No later than August 23, 2025

12. Anticipated Award Date	No later than September 30, 2025
13. Projected Period of Performance Start Date	10/01/2024
14. Projected Period of Performance End Date	09/30/2027
15. Executive Summary	The Fiscal Year (FY) 2025 Emergency Management Performance Grant (EMPG) Program is one of the grant programs that constitute DHS/FEMA's focus on all-hazards emergency preparedness, including the evolving threats and risks associated with natural disasters. EMPG Program funding is awarded to the 56 states and territories using a population-based allocation methodology. The main purpose of the program is to support the emergency management needs of state, local, tribal, and territorial governments, primarily through investments in planning, training, and exercise activities and to help cover the salaries of emergency management personnel.

16. Agency Contact	**a. *Program Office Contact***

FEMA has assigned region specific Preparedness Officers for the EMPG Program. If you do not know your Preparedness Officer, reference FEMA Regional Grant Program Office or contact FEMA Grants News by e-mail at fema-grants-news@fema.dhs.gov OR by phone at (800) 368-6498, Monday through Friday, 9:00 AM – 5:00 PM ET.

b. *FEMA Grants News*

This channel provides general information on all FEMA grant programs and maintains a comprehensive database containing key personnel contact information at the federal, state, and local levels. FEMA Grants News Team is reachable at fema-grants-news@fema.dhs.gov OR (800) 368-6498, Monday through Friday, 9:00 AM – 5:00 PM ET.

c. *Grant Programs Directorate (GPD) Award Administration Division*

GPD's Award Administration Division (AAD) provides support regarding financial matters and budgetary technical assistance. AAD can be contacted at ASK-GMD@fema.dhs.gov.

d. *FEMA Regional Offices*

FEMA Regional Offices also may provide fiscal support, including pre- and post-award administration and technical assistance. FEMA Regional Office contact information is available at /fema-regional-contacts.

e. *Civil Rights*

Consistent with Executive Order 14173, *Ending Illegal Discrimination & Restoring Merit-Based Opportunity*, the FEMA Office of Civil Rights is responsible for ensuring compliance with and enforcement of federal civil rights obligations in connection with programs and services conducted by FEMA. They are reachable at FEMA-CivilRightsOffice@fema.dhs.gov.

f. *Environmental Planning and Historic Preservation*

The FEMA Office of Environmental Planning and Historic Preservation (OEHP) provides guidance and information about

Eligibility

1. Eligible Entities/Entity Types	Only the following entities or entity types are eligible to apply. **a. *Applicants*** 1. Eligible Applicants State or territorial governments (the State Administrative Agency [SAA] or the state's Emergency Management Agency [EMA]). 2. Applicant Eligibility Criteria All 56 states and territories (collectively "state or territory") are eligible to apply for FY 2025 EMPG Program funds. Either the SAA or the EMA is eligible to apply directly to FEMA for EMPG Program funds on behalf of each state or territory. However, only one application will be accepted from each state or territory. **b. *Subapplicants*** Subapplicants and subawards are allowed. Subapplicants should not have foreign nationals or noncitizens included. If a subapplicant has foreign nationals, they must be properly vetted and must adhere to all government statutes, policies, and procedures including "staff American, stay in America" and security requirements. See the Preparedness Grants Manual for further information on requirements or restrictions related to subawards/subrecipients. **c. *All Recipients – Compliance with Federal Immigration Laws*** An immigration term and condition may be material to the Department of Homeland Security's decision to make this grant award, and the Department of Homeland Security may take any remedy for noncompliance, including termination, if the state or territorial recipient or any local government subrecipient fails to comply with this term and condition. No final agency determination

2. Project Type Eligibility	**a. *Unallowable Project Types*** See Section 3.F “Program-Specific Unallowable Costs” for more information on unallowable project types. **b. *Allowable Project Types*** Allowable costs for EMPG made in support of the national priorities must fall into the categories of planning, organization, equipment, training, or exercises (POETE). Please see Appendix A for more information on allowable costs. For costs that do not explicitly fit within one of the mentioned categories, recipients should consult their Regional EMPG Program Manager to determine whether the cost is allowable under the award. In addition to the descriptions and references in Appendix A, applicants should refer to the Preparedness Grants Manual.

3. Requirements for Personnel, Partners, and Other Parties	An application submitted by an otherwise eligible non-federal entity (i.e., the applicant) may be deemed ineligible when the person that submitted the application is not: 1) a ***current employee, personnel, official, staff, or leadership*** of the non-federal entity; and 2) ***duly authorized to apply*** for an award on behalf of the non-federal entity at the time of application. Further, the Authorized Organization Representative (AOR) must be a duly authorized current employee, personnel, official, staff or leadership of the recipient and ***provide an email address unique to the recipient at the time of application and upon any change in assignment during the period of performance. Consultants or contractors of the recipient are not permitted to be the AOR of the recipient.*** Subapplicants should not have foreign nationals or noncitizens included. If a subapplicant has foreign nationals, they must be properly vetted and must adhere to all government statutes, policies, and procedures including “staff American, stay in America” and security requirements. Subapplicants/subrecipients must submit short bios and resumes. This should include the type of entity, organizational leadership, and board members along with the both the names and addresses of the individuals. Resumes are subject to approval.
4. Maximum Number of Applications	The maximum number of applications that can be submitted is: 1. One per state or territory.

5. Additional Restrictions	Applicants/subapplicants or recipients/subrecipients are required to certify their compliance with federal statutes, DHS directives, policies, and procedures. **a. *National Incident Management System (NIMS) Implementation*** Applicants/subapplicants or recipients/subrecipients are required to certify their compliance with federal statutes, DHS directives, policies, and procedures. Prior to allocation of any federal preparedness awards, recipients must ensure and maintain adoption and implementation of NIMS. The list of objectives used for progress and achievement reporting is on FEMA's website at https://www.fema.gov/emergency-managers/nims/implementation-training. Relatedly, as a post-award requirement for FY 2025, all recipients and subrecipients in the 50 states and the District of Columbia must work toward achieving the Phase 3 National Qualification System (NQS) implementation objectives. In addition to executing their Implementation Plan, all jurisdictions shall work towards issuing Position Task Books to designated incident workforce personnel and ensure those personnel show progress in working toward task endorsements and minimum training requirements. Please see the Preparedness Grants Manual for more information on NIMS and NQS implementation requirements. **b. *Public Alert and Warning Preparedness*** When applying EMPG funding to exercises, grant recipients and subrecipients shall include exercise objectives centered on practicing and validating their plans and procedures for sending emergency alerts to the public through the FEMA Integrated Public Alert and Warning System (IPAWS). Exercise objectives for public alert and warning should include practice of analysis and decision-making in sending an alert to the public; public alert message writing; procedures for coordination, review, and approval to send the alert; and practice in sending an alert though the IPAWS. Moreover, recipients should clearly outline how they will integrate public alert and warning tests into

6. References for Eligibility Factors within the NOFO	Please see the following references provided below: 1. “Responsiveness Review Criteria” subsection 2. “Financial Integrity Criteria” subsection 3. “Supplemental Financial Integrity Criteria and Review” subsection 4. FEMA may/will request financial information such as Employer Identification Number (EIN) and bank information as part of the potential award selection. This will apply to everyone proposed, including subrecipients.
7. Cost Sharing Requirement	Applicants and subapplicants selected for this award must commit to an acceptable cost share agreement. Otherwise, they will not be funded.

8. Cost Share Description, Type and Restrictions	The FY 2025 EMPG Program has a cost-share requirement. The recipient contribution can be cash (hard match) or third-party in-kind (soft match). Eligible EMPG Program applicants shall agree to make available non-federal funds to carry out an EMPG Program award in an amount not less than 50% of the total project cost. In other words, the federal share applied toward the EMPG Program budget shall not exceed 50% of the total budget as submitted in the application and approved in the award. If the total project ends up costing more, the recipient is responsible for any additional costs; if the total project ends up costing less, the recipient may owe FEMA an amount required to ensure that the federal cost share is not in excess of 50%. A state must at least equally match (cash or third party in-kind) the federal contribution pursuant to sections 611(j) and 613(a) of the *Robert T. Stafford Disaster Relief and Emergency Assistance Act* (Pub. L. No. 93-288), as amended, (42 U.S.C. §§ 5121 *et seq.*). Unless otherwise authorized by law, federal funds cannot be matched with other federal funds. The recipient's contribution should be specifically identified. These non-federal contributions have the same eligibility requirements as the federal share. DHS/FEMA administers cost-matching requirements in accordance with 2 C.F.R. § 200.306. To meet matching requirements, the recipient contributions must be verifiable, reasonable, allowable, allocable, and necessary under the grant program, and in compliance with all applicable federal requirements and regulations.

9. Cost Sharing Calculation Example	For example, if the federal award were at a 50% cost share and the total approved budget cost was $100,000, then: ▪ Federal share is 50% of $100,000 = $50,000 ▪ Recipient share is 50% of $100,000 = $50,000 However, with this example, if the total cost ended up being $120,000, the federal share would remain at 50% of the total approved budget at the time of application of $100,000, or $50,000. If the total cost ended up being $80,000, then the 50% federal share would decrease to $40,000, and the recipient cost share would be $40,000. In accordance with 48 U.S.C. § 1469a, cost-match requirements are waived for the insular areas of the U.S. territories of American Samoa, Guam, the U.S. Virgin Islands, and the Commonwealth of the Northern Mariana Islands.
10. Required information for verifying Cost Share	Applicants should submit the following cost share (or match) documents: 1. A detailed description of the source of the cost share/matching funds. If funds or services are to be provided by a third party for in-kind match, a dated letter of commitment is required to document the donation. Please see the “Application Format and Contents” section for more details. Maintenance of Effort Not applicable.

Program Description

A. Background, Program Purpose, and Program History

The Fiscal Year (FY) 2025 Emergency Management Performance Grant (EMPG) Program provides funding to states or territorial governments to enhance their emergency management capabilities. The funding allows recipients to address risks and strengthen core emergency management functions.

Last year, all 56 states and territories were awarded EMPG Program funding, as were two Compact of Free Association nations. For a full list of FY 2024 recipients, please refer to Information Bulletin (IB) 517a.

B. Goals, Objectives, and Priorities

Goals: The goal of the FY 2025 EMPG Program is to provide funds to assist state, local, tribal, and territorial emergency management agencies to implement the National Preparedness System (NPS) and to support the Goal of a secure and resilient nation.

Objectives: The EMPG funds will address the increasing range and complexity of disasters, support the wide variety of communities we serve, and complement the nation's growing expectations of the emergency management community by meeting the following objectives:

1. Building or sustaining those preparedness capabilities that are identified as high priority through the Threat and Hazard Identification and Risk Assessment (THIRA)/Stakeholder Preparedness Review (SPR) process and other relevant information sources (see Priorities section below);
2. Closing capability gaps that are identified in the state or territory's most recent SPR; and
3. Building continuity capabilities to ensure governmental essential functions and services resilience.

DHS/FEMA requires EMPG Program recipients to complete a THIRA/SPR. Additional information on the THIRA/SPR process, including other NPS tools and resources, can be found at National Preparedness System | FEMA.gov and the Preparedness Grants Manual (FM-207-23-001).

Priorities: All EMPG Program applicants are required to develop and submit a Work Plan as described in Appendix B below. All EMPG Program Work Plans will require final approval by the applicable FEMA Regional Administrator (RA). The

applicant must work with the RA or designated Regional EMPG Program Manager to ensure that appropriate regional and state/territory priorities are effectively addressed in the Work Plan.

Priorities, and associated EMPG Program-funded projects, must be mutually agreed to by the recipient and RA. Identification of priorities and development of the EMPG Program Work Plan should involve a collaborative negotiation process through which a common set of priorities will emerge based on a combination of state/territory priorities, regional priorities, and national priorities (as outlined in the table below). State/territory priorities should be primarily driven by the THIRA/SPR process, as explained in the Objectives section above. Other relevant information sources, such as: 1) after-action reports (AARs) following exercises or real-world events; 2) audit and monitoring findings; 3) Hazard Mitigation Plans; and/or 4) other deliberate planning products may also be used to inform state/territory priorities. Additionally, states and territories are urged to consider the funding needs of local governments when developing their funding priorities. Regional priorities will be determined by the RA based on their unique knowledge of the region's preparedness and emergency management needs, including broader insight into common capability gaps across the region and potential opportunities for economies of scale to capitalize on those commonalities. Regional priorities should also be based on an analysis of THIRA/SPR data and other information sources provided by the states/territories in their area(s) of responsibility. Ideally, all EMPG Program funded projects, as outlined in the approved FY 2025 EMPG Program Work Plan, will support the priorities identified through this approach.

Through the priority development and negotiation process, each region and state/territory should discuss state/territory, regional, and national priorities. Converging their processes for identifying priorities and reaching consensus on a common set of shared priorities helps the region and each state/territory to realize economies of scale. As a result of these negotiations, the region and state/territory should reach a consensus on three-to-five priorities each recipient will focus on addressing and improving in its EMPG Program Work Plan.

Federal regulations outlined in 2 C.F.R. Part 200 require federal awarding agencies to measure recipient performance to show achievement of program goals and objectives, share lessons learned, improve program outcomes, and foster adoption of promising practices (*see* 2 C.F.R. § 200.301, Performance Measurement). For FY 2025, there is a continuing emphasis on priorities-based

investments. Additionally, recipients must set outcome-oriented performance goals for closing capability gaps related to the three-to-five agreed-upon priorities, aligning funding with high-priority strategic preparedness needs. An outcome-oriented approach will allow recipients to define success, benchmark their projects, and measure their progress in building capability. Recipients will be able to use this to generate a feedback cycle. If projects are not achieving desired outcomes, recipients will have a basis for revisiting plans and assessments and adjusting their projects and other investments.

When developing state/territory priorities, applicants should consider the following national priorities:

- Extreme Weather Resilience; and
- Readiness

a. Extreme Weather Resilience

Extreme weather is one of the greatest challenges facing emergency managers today. To meet this challenge, the emergency management field needs to anticipate the increasing demands generated by more extreme and frequent disasters, from wildfires and coastal storms to inland flooding. Additionally, emergency managers must learn to manage and support weather-related emergencies such as drought and extreme heat. The emergency management community must aim to strengthen capabilities for extreme weather events by better understanding extreme weather risks and identifying mitigation strategies and other preparedness actions necessary to address those risks. This includes expanded training and capacity-building for emergency managers and first responders at the state and local level. Additionally, emergency managers at the federal, state, territorial, tribal, and local levels need to undertake targeted efforts to increase resilience in the most disaster vulnerable communities.

Extreme weather resilience requires a whole-community approach. The whole community is an inclusive approach to emergency preparedness and management through the inclusion of individuals and families, including those with access and functional needs; businesses; faith-based and community organizations; non-profit groups; schools and academia; media outlets; and all levels of government, including state, local, tribal, territorial, and federal partners. Extreme weather events can cause both acute and chronic impacts; communities

must be resilient against threats as varied as extreme flooding, drought, hurricanes, and wildfires. Community resilience requires expanding partnerships, especially with community-based organizations that are on the ground before disasters strike and well after. Emergency management partners must support the preparedness needs of disaster vulnerable communities to mitigate the impacts of future disasters.

Many communities are faced with aging infrastructure, which can increase risk from major disasters. To have the greatest impact, FEMA encourages smart investments in system-based, community-wide projects to protect those with the most severe and persistent risk. Communities can better target investments to the most transformational projects when they better understand the unique risks posed by extreme weather events.

The future disaster environment will not resemble that of the past, or even what is experienced today. To build long-term resilience, communities must understand their future risk and have the resources and capacity to reduce that risk. Even within the same geographic area, different communities will face differing levels of risk due to their unique demographic, economic, and physical characteristics. It is important for the emergency management community to develop capacity to access and interpret accurate information about this localized risk, specifically in light of future conditions. This information will help communities better understand their own risks and identify the most appropriate resilience actions.

The more we build our partner's resilience, the more prepared our nation will be, which positively influences the impact and severity of significant events. This approach enables disaster response efforts that are locally led, state managed, and federally supported.

b. Readiness

As disasters become more frequent, severe, and complex, the demands placed upon the emergency management community have increased dramatically. To adapt to this trend, FEMA and the emergency management community must expand our approach to readiness, preparedness, continuity, and resiliency by increasing the overall emergency management capabilities at the state and local government level, as well as the private sector, the nonprofit sector, and among individuals. The National Capability Targets provide a shared vision of the staff,

expertise, tools, and resources required to build a prepared nation. Aligning state and local readiness plans to these targets will ensure agencies can continuously support the needs and priorities identified by whole community partners, in addition to continuity of government across all hazards.

Disaster mitigation, preparedness, response, and recovery are not the responsibility of just one agency. Rather, these functions are a shared responsibility requiring coordination of federal agencies, private and social sectors, state, local, tribal, and territorial governments, and other partners. The ability to support communities begins with how emergency management agencies help them prepare before a disaster occurs. This includes preparing for evolving concurrent, complex disasters, including response to potential national security emergencies. Through better coordination of pre-disaster programs, we can all help communities identify, prioritize, and plan to address their specific community-based threats, identify hazards and risks, and mitigate capability gaps. Together, federal assistance can be targeted to address areas of greatest national risk and increase support to the most at-risk communities thereby improving our Nation's readiness.

c. *Additional Guidance on EMPG Program Priorities*

Recognizing that every state and territory has its own unique preparedness and emergency management needs, the national priorities outlined above should inform the identification of state/territory priorities and regional priorities when developing the common set of mutual priorities as agreed upon by the RA and each state/territory. Ideally, the regional and state/territory priorities will complement and support the national priorities. The only mandate stemming from these national priorities is the requirement for all EMPG Program recipients to develop and maintain a Distribution Management Plan as an annex to their existing Emergency Operations Plan (EOP). See the Logistics Planning section of the Preparedness Grants Manual for additional details on this requirement.

The table below provides a high-level breakdown of the national priority areas, the associated core capabilities, as well as examples of project types for each area. Please see Appendix A of this NOFO for more detailed information about allowable costs for projects.

National Priority Area	Associated Core Capabilities	Examples of Allowable Activities

Extreme Weather Resilience	▪ Community Resilience ▪ Infrastructure Systems ▪ Long-Term Vulnerability Reduction ▪ Planning ▪ Risk and Disaster Resilience Assessment ▪ Threats and Hazards Identification	▪ Development of/updates to disaster housing plans to incorporate and address weather-related data/projections/risks (e.g., ensure housing is not placed in potentially weather-related impacted areas and that housing solutions are weather-related resilient) ▪ Establishment of weather-related or resiliency positions within emergency management offices to assess weather-related risks, develop mitigation strategies, and support updating of EOPs ▪ Development of evacuation plans in accordance with weather-related exacerbated risk (e.g., mass evacuation during catastrophic fast-moving events, like wildfires) ▪ Establishment of risk communication plans to inform all residents (including those with access and functional needs) about weather-related risks (e.g., what the communities can do at a local and individual level to prepare) and potential evacuations ▪ Development of internal plans (including response and recovery) that incorporate weather-related impact on emergency management resources (e.g., personnel, logistics) ▪ Development of weather-related literacy plans to enable communities to understand and prepare for their weather-related risks ▪ Conduct exercises that incorporate weather-related considerations into response and recovery efforts to increase weather-related literacy and prepare communities to respond to and recover from extreme weather disasters ▪ Incorporation of weather-related considerations into risk assessments

Readiness: Catastrophic Disaster Housing	■ Housing ■ Planning ■ Situational Assessment ■ Infrastructure Systems	■ Development of state-led disaster housing task force plan ■ Establishment of State Disaster Recovery Coordinator ■ Completion of State Housing Strategy template ■ Assessment of accessible housing needs, including the unique risks and needs of disaster vulnerable communities
Readiness: Disaster Financial Management	■ Planning ■ Risk Management for Protection Programs and Activities ■ Risk and Disaster Resilience Assessment ■ Community Resilience ■ Economic Recovery	■ Development of a plan for the sequencing of federal, nonprofit, and state disaster programs ■ Development of a Disaster Financial Management Plan

Readiness: Evacuation Plan/Annex	▪ Planning ▪ Risk Management for Protection Programs and Activities ▪ Risk and Disaster Resilience Assessment ▪ Threats and Hazards Identification ▪ Operational Coordination ▪ Long-Term Vulnerability Reduction ▪ Critical Transportation ▪ Infrastructure Systems	▪ Assessment of evacuation capabilities and needs, including ensuring accessibility and effective communication for persons with disabilities and others with access and functional needs, and integration of these requirements into evacuation plans ▪ Development of/updates to evacuation plans ▪ Improvement of evacuation capabilities, such as transportation systems to support contraflow lanes ▪ Conduct evacuation training and exercises ▪ Development of public awareness campaigns support evacuation plans ▪ (See https://www.fema.gov/emergency-managers/national-preparedness/plan/evacuation-shelter-in-place for additional guidance)
Readiness: Logistics – Distribution Management Planning	▪ Logistics and Supply Chain Management ▪ Supply Chain Integrity and Security	▪ Development of/updates to a Distribution Management Plan that addresses: ▪ State/local staging site plans ▪ State/local commodity point of distribution site plans ▪ Staging and Point of Distribution staffing strategies/plans ▪ Transportation strategies/plans ▪ Resource sourcing and accountability strategies/plans ▪ Provision of critical emergency supplies for high risk communities

Readiness: Continuity of Government	▪ Planning ▪ Operational Coordination ▪ All other core capabilities	▪ Continuity planning products for the continuance of essential functions and associated leadership ▪ Risk-based needs assessments based on the THIRA/SPR to inform risk mitigation efforts for ensuring continuity of essential functions and services ▪ Policy and legislation such as through executive orders and statutes setting forth resilience requirements for continuity of essential functions and services ▪ Public and private sector outreach and messaging regarding continuity resilience strategies

Readiness: Resilient Communications	▪ Operational Communications ▪ Planning ▪ Public Information and Warning ▪ Operational Coordination ▪ Intelligence and Information Sharing ▪ Cybersecurity ▪ Physical Protective Measures ▪ Long-Term Vulnerability Reduction ▪ Risk and Disaster Resilience Assessment ▪ Threats and Hazards Identification ▪ Infrastructure Systems	▪ Development of Statewide Communication Interoperability Plans, Tactical Interoperable Communications Plans, and Standard Operating Procedures that address continuity and recovery of emergency communication systems ▪ Conduct risk and vulnerability assessments associated with emergency communications systems, to include cybersecurity risks ▪ Adoption of cybersecurity performance goals (Cross-Sector Cybersecurity Performance Goals | CISA) ▪ Conduct National Incident Management System (NIMS) compliant training, exercise, and evaluation activities to test emergency communications capabilities, to include testing of resiliency and continuity of communications ▪ Physical hardening of infrastructure systems and support emergency communications

C. Program Rationale

The stated goals, objectives, and priorities of the EMPG Program support Section 662 of the *Post-Katrina Emergency Management Reform Act of 2006 (PKEMRA)*, Pub. L. No. 109-295 (codified as amended at 6 U.S.C. § 762); the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, Pub. L. No. 93-288 (1974) (codified as amended at 42 U.S.C. §§ 5121-5207); the *Earthquake Hazards Reduction Act of 1977*, Pub. L. No. 95-124 (codified as amended at 42 U.S.C. §§ 7701-7709); and the *National Flood Insurance Act of 1968*, Pub. L. No. 90448 (codified as amended at 42 U.S.C. §§ 4001-4131).

D. Federal Assistance Type

Grant

E. Performance Measures and Targets

Performance metrics for this program are as follows:

- Performance Measure 1: Percentage of capability-building projects that align to capability gaps identified by states, territories, and urban areas in their THIRA/SPR submissions (50%).
- Performance Measure 2: Percentage of high priority capabilities, as identified in THIRA/SPR submissions, that are built or sustained prior to award closeout (50%).
- Performance Measure 3: Percentage of capability-building projects that address a high priority core capability as identified by THIRA/SPR submissions (50%).
- Performance Measure 4: Percentage of projects that build or sustain capabilities relating to the EMPG Program national priority areas and RA agreed-upon priorities (80%).
- Performance Measure 5: Percentage of Planning, Training, and/or Exercise related projects that align with closing address capability gaps as identified and documented in the state/territory's most recent THIRA/SPR submission, Mitigation Plan, AARs, Audit/Monitoring Findings, Continuity Assessments, or Other Deliberate Plans (50%).

FEMA will analyze the above metrics through the review of state/territory SPR submissions, EMPG Program Work Plans, and required programmatic reports.

F. Program-Specific Unallowable Costs

Specific unallowable costs for **EMPG** include:

1. Grant funds may not be used for the purchase of firearms, ammunition, grenade launchers, bayonets, or weaponized aircraft, vessels, or vehicles of any kind with weapons installed;
2. Expenditures for weapons systems and ammunition;
3. Costs associated with hiring, equipping, training, etc. sworn public safety officers whose primary job responsibilities include fulfilling traditional public safety duties such as law enforcement, firefighting, emergency medical services, or other first responder duties;

4. Costs that supplant traditional public safety positions and responsibilities;
5. Activities and projects unrelated to the completion and implementation of the EMPG Program; or
6. Clothing used for everyday wear by emergency management employees or other personnel.

Recipients should consult with their Regional EMPG Program Manager prior to making any investment that does not clearly meet the allowable expense criteria established in this NOFO and the Preparedness Grants Manual.

G. General Funding Requirements

Costs charged to federal awards (including federal and non-federal cost share funds) must comply with applicable statutes, rules and regulations, policies, this NOFO, the Preparedness Grants Manual, and the terms and conditions of the federal award. This includes, among other requirements, that costs must be incurred, and products and services must be delivered within the budget period. See 2 C.F.R. § 200.403(h).

Recipients may not use federal funds or any cost share funds for the following activities:

1. Matching or cost sharing requirements for other federal grants and cooperative agreements (see 2 C.F.R. § 200.306).
2. Lobbying or other prohibited activities under 18 U.S.C. § 1913 or 2 C.F.R. § 200.450.
3. Prosecuting claims against the federal government or any other government entity (see 2 C.F.R. § 200.435).

See the Preparedness Grants Manual for more information on funding restrictions and allowable costs.

H. Indirect Costs (Facilities and Administrative Costs)

Indirect costs are allowed for recipients and subrecipients.

Indirect costs (IDC) are costs incurred for a common or joint purpose benefitting more than one cost objective and not readily assignable to specific cost objectives without disproportionate effort. Applicants with a current negotiated IDC rate

agreement who desire to charge indirect costs to a federal award must provide a copy of their IDC rate agreement with their applications. Not all applicants are required to have a current negotiated IDC rate agreement. Applicants that are not required to have a negotiated IDC rate agreement, but are required to develop an IDC rate proposal, must provide a copy of their proposal with their applications. Applicants without a current negotiated IDC rate agreement (including a provisional rate) and wish to charge the de minimis rate must reach out to FEMA for further instructions. Applicants who wish to use a cost allocation plan in lieu of an IDC rate proposal must reach out to FEMA for further instructions. As it relates to the IDC for subrecipients, a recipient must follow the requirements of 2 C.F.R. §§ 200.332 and 200.414 in approving the IDC rate for subawards. See the Preparedness Grants Manual for information on establishing indirect cost rates.

a. *Unrecovered Indirect Costs*

In accordance with 2 C.F.R. § 200.306(c) "[u]nrecovered indirect costs, including indirect costs on cost sharing or matching may be included as part of cost sharing or matching only with the prior approval of the Federal awarding agency. Unrecovered indirect cost means the difference between the amount charged to the Federal award and the amount which could have been charged to the Federal award under the non-Federal entity's approved negotiated indirect cost rate." Therefore, unrecovered indirect costs may be applied to meet cost share requirements of the EMPG Program grant with the approval of the Regional Grants Division. To meet the cost sharing requirements, the recipient's indirect costs contributions must be verifiable, reasonable, allocable, necessary, and otherwise allowable under the grant program, and in compliance with all applicable Federal requirements and regulations.

I. Management and Administration (M&A) Costs

Per FEMA policy, M&A costs are allowed for both states and territories and local-level Emergency Management Agencies (EMAs). A state or territory EMA may use up to 5% of the EMPG Program award for M&A purposes. In addition, local EMAs may retain and use up to 5% of the amount they receive from the state for local M&A purposes. If the SAA is not the state or territory-level EMA, the SAA is not eligible to retain funds for M&A costs.

M&A activities are those defined as directly relating to the management and administration of EMPG Program funds, such as financial management, reporting, and program and financial monitoring. Some examples of M&A costs include grants management training for M&A staff, equipment and supplies for M&A staff to administer the EMPG Program grant, travel costs for M&A staff to attend conferences or training related to the EMPG Program, travel costs for the M&A staff to conduct subrecipient monitoring, contractual services to support the M&A staff with M&A activities, and auditing costs related to the grant award to the extent required or permitted by statute or 2 C.F.R. Part 200. Characteristics of M&A expenses can include the following: 1) direct costs that are incurred to administer a particular Federal award; 2) identifiable and unique to each Federal award; 3) charged based on the activity performed for that particular Federal award; and 4) not duplicative of the same costs that are included in the approved Indirect Cost Rate Agreement, if applicable.

M&A costs are not overhead costs but are necessary direct costs incurred in direct support of the federal award or as a consequence of it, such as travel, meeting-related expenses, and salaries of full/part-time staff in direct support of the program. As such, M&A costs can be itemized in financial reports. They are directly related to managing and administering the award, such as financial management, reporting, and program and financial monitoring. It should be noted that salaries of state and local emergency managers are not typically categorized as M&A costs unless the state or local EMA chooses to assign personnel to specific M&A activities.

J. Pre-Award Costs

Pre-award costs are not allowed.

K. Beneficiary Eligibility

There are no program requirements. See Section 2 for additional eligibility information. This NOFO and any subsequent federal awards create no rights or causes of action for any beneficiary.

L. Participant Eligibility

There are no program requirements. This NOFO and any subsequent federal awards create no rights or causes of action for any participant.

M. Authorizing Authority

Section 662 of the *Post-Katrina Emergency Management Reform Act of 2006 (PKEMRA)*, Pub. L. No. 109-295 (codified as amended at 6 U.S.C. § 762); the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, Pub. L. No. 93-288 (1974) (codified as amended at 42 U.S.C. §§ 5121-5207); the *Earthquake Hazards Reduction Act of 1977*, Pub. L. No. 95-124 (codified as amended at 42 U.S.C. §§ 7701-7709); and the *National Flood Insurance Act of 1968*, Pub. L. No. 90448 (codified as amended at 42 U.S.C. §§ 4001-4131).

N. Appropriation Authority

Full-Year Continuing Appropriations and Extensions Act, 2025, Pub. L. No. 119-4, § 1101.

O. Budget Period

There will be only a single budget period with the same start and end dates as the period of performance.

P. Prohibition on Covered Equipment or Services

See the Preparedness Grants Manual for information on prohibitions on expending funds on covered telecommunications and surveillance equipment and services.

Application Contents and Format

A. Pre-Application, Letter of Intent, and Whitepapers

Not applicable.

B. Application Content and Format

Not applicable.

C. Application Components

The following forms or information are required to be submitted via FEMA GO. The Standard Forms (SF) are also available at Forms | Grants.gov:

- SF-424, Application for Federal Assistance
- Grants.gov Lobbying Form, Certification Regarding Lobbying
- SF-424A, Budget Information (Non-Construction)
  - For construction under an award, submit SF-424C, Budget Information (Construction), in addition to or instead of SF-424A
- SF-424B, Standard Assurances (Non-Construction)
  - For construction under an award, submit SF-424D, Standard Assurances (Construction), in addition to or instead of SF-424B
- SF-LLL, Disclosure of Lobbying Activities

D. Program-Specific Required Documents and Information

The following program-specific forms or information are required to be submitted in FEMA GO:

- EMPG Program Work Plan

a. EMPG Program Work Plan

All EMPG Program applicants must develop and submit a Work Plan. All EMPG Program applicants are strongly encouraged to use the FY 2025 EMPG Program Work Plan Template provided on Grants.gov to submit the required Work Plan, which outlines the state or territory's emergency management sustainment and enhancement efforts, including new and ongoing activities and projects, proposed for the EMPG Program period of performance.

All EMPG Program Work Plans will require final approval by the RA. The applicant must work with the RA or designated Regional EMPG Program Manager to ensure that the common set of agreed-upon priorities, as explained in the Priorities section above, are properly addressed in the EMPG Program Work Plan.

Regions can request additional budget detail information, if necessary, to ensure the proposed projects and associated costs are in alignment with the agreed-upon priorities, address the identified need/capability gaps, and are in compliance with the cost principles.

See the EMPG Program Work Plan appendix in Appendix B below for additional information on Work Plan requirements.

E. Post-Application Requirements for Successful Applicants

Not applicable.

Submission Requirements and Deadlines

A. Address to Request Application Package

Applications are processed through the FEMA GO system. To access the system, go to https://go.fema.gov/.

Steps required to apply for an award under this program and submit an application:

To apply for an award under this program, all applicants must:

a. Apply for, update, or verify their Unique Entity Identifier (UEI) number and Employer Identification Number (EIN) from the Internal Revenue Service (IRS);

b. In the application, provide an UEI number;

c. Have an account with login.gov;

d. Register for, update, or verify their System for Award Management (SAM) account and ensure the account is active before submitting the application;

e. Register in FEMA GO, add the organization to the system, and establish the Authorized Organizational Representative (AOR). The organization's electronic business point of contact (eBiz POC) from the SAM registration may need to be involved in this step. For step-by-step instructions, see https://www.fema.gov/media-library/assets/documents/181607;

f. Submit the complete application in FEMA GO; and

g. Continue to maintain an active SAM registration with current information at all times during which it has an active federal award or an application or plan under consideration by a federal awarding agency. As part of this, applicants must also provide information on an applicant's immediate and highest-level owner and subsidiaries, as well as on all predecessors that have been awarded federal contracts or federal financial assistance within the last three years, if applicable.

Per 2 C.F.R. § 25.110(a)(2)(iv), if an applicant is experiencing exigent circumstances that prevents it from obtaining an UEI number and completing SAM registration prior to receiving a federal award, the applicant must notify FEMA as soon as possible. Contact fema-grants-news@fema.dhs.gov and provide the details of the exigent circumstances.

How to Register to Apply:

General Instructions:

Registering and applying for an award under this program is a multi-step process and requires time to complete. Below are instructions for registering to apply for FEMA funds. Read the instructions carefully and prepare the requested information before beginning the registration process. Gathering the required information before starting the process will alleviate last-minute searches for required information.

The registration process can take up to four weeks to complete. To ensure an application meets the deadline, applicants are advised to start the required steps well in advance of their submission.

Organizations must have a UEI number, EIN, and an active SAM registration.

Obtain a UEI Number:

All entities applying for funding, including renewal funding, must have a UEI number. Applicants must enter the UEI number in the applicable data entry field on the SF-424 form. For more detailed instructions for obtaining a UEI number, refer to SAM.gov.

Obtain Employer Identification Number:

In addition to having a UEI number, all entities applying for funding must provide an EIN. The EIN can be obtained from the IRS by visiting https://www.irs.gov/businesses/small-businesses-self-employed/apply-for-an-employer-identification-number-ein-online.

Create a login.gov account:

Applicants must have a login.gov account in order to register with SAM or update their SAM registration. Applicants can create a login.gov account at: https://secure.login.gov/sign_up/enter_email?request_id=34f19fa8-14a2-438c-8323-a62b99571fd.

Applicants only have to create a login.gov account once. For existing SAM users, use the same email address for both login.gov and SAM.gov so that the two accounts can be linked.

For more information on the login.gov requirements for SAM registration, refer to https://www.sam.gov/SAM/pages/public/loginFAQ.jsf.

Register with SAM:

In addition to having a UEI number, all organizations must register with SAM. Failure to register with SAM will prevent your organization from applying through FEMA GO. SAM registration must be renewed annually and must remain active throughout the entire grant life cycle.

For more detailed instructions for registering with SAM, refer to: Register with SAM

Note: per 2 C.F.R. § 25.200, applicants must also provide the applicant's immediate and highest-level owner, subsidiaries, and predecessors that have been awarded federal contracts or federal financial assistance within the past three years, if applicable.

Register in FEMA GO, Add the Organization to the System, and Establish the AOR:

Applicants must register in FEMA GO and add their organization to the system. The organization's electronic business point of contact (eBiz POC) from the SAM registration may need to be involved in this step. For step-by-step instructions, see FEMA GO Startup Guide.

Note: FEMA GO will support only the most recent major release of the following browsers:

- Google Chrome;
- Mozilla Firefox;
- Apple Safari; and
- Microsoft Edge.

Applicants using tablet type devices or other browsers may encounter issues with using FEMA GO.

Submitting the Final Application:

Applicants will be prompted to submit the standard application information, and any program-specific information required. Standard Forms (SF) may be accessed in the Forms tab under the: SF-424 Family | Grants.gov.

Applicants should review these forms before applying to ensure they are providing all required information.

After submitting the final application, FEMA GO will provide either an error message, or an email to the submitting AOR confirming the transmission was successfully received.

B. Application Deadline

08/11/25 05:00:00 PM Eastern Time

C. Pre-Application Requirements Deadline

Not applicable.

D. Post-Application Requirements Deadline

Not applicable.

E. Effects of Missing the Deadline

All applications must be completed in FEMA GO by the application deadline. FEMA GO automatically records proof of submission and generates an electronic date/time stamp when FEMA GO successfully receives an application. The submitting AOR will receive via email the official date/time stamp and a FEMA GO tracking number to serve as proof of timely submission prior to the application deadline.

Applicants experiencing system-related issues have until 3:00 PM ET on the date applications are due to notify FEMA. No new system-related issues will be addressed after this deadline. Applications not received by the application submission deadline will not be accepted.

Intergovernmental Review

A. Requirement Description and State Single Point of Contact

An intergovernmental review may be required. Applicants must contact their state's Single Point of Contact (SPOC) to comply with the state's process under Executive Order 12372.

Application Review Information

A. Threshold Criteria

Only State or territorial governments (the State Administrative Agency [SAA] or the state's Emergency Management Agency [EMA]) are authorized to submit EMPG applications to FEMA.

a. *Unaffiliated or Unauthorized Representatives*

Applications submitted by individuals who are not 1) a current employee, personnel, official, staff, or leadership of the non-federal entity; and 2) duly authorized to apply for an award on behalf of the non-federal entity at the time of application (e.g. consultants or contractors acting on behalf of an organization) will be deemed ineligible.

b. *Organizations Not Registered in SAM.gov*

Applicants that fail to register and maintain an active profile in SAM.gov, or those without a UEI, are not eligible to receive funding.

B. Application Criteria

a. Programmatic Criteria

Application evaluation for the EMPG Program focuses on the EMPG Program Work Plan. Please see sections 3.B., 4.D., and the EMPG Program Work Plan in Appendix B for more information on Work Plan requirements and process.

b. Review and Selection Process

Recipients must comply with all administrative requirements described herein including the submission of the EMPG Program Work Plan and other application materials as required. The following process will be used to make awards for the EMPG Program:

1. **Initial Review**

The Regional EMPG Program Managers conduct all pre-award reviews for EMPG Program grant awards. All EMPG Program Work Plans require final approval by the RA. Prior to submission of the EMPG Program Work Plan, the applicant must work with the RA or designated Regional EMPG Program Manager to ensure that regional or state priorities are properly addressed in the EMPG Program Work Plan.

Funds for recipients will not be released until such Work Plan is received, reviewed, and approved by DHS/FEMA. Recipients will be notified by the RA or their Regional EMPG Program Manager should any component of the EMPG Program application require additional information.

2. **Overall Review**

FEMA Regions are responsible for reviewing submitted applications. Each Regional EMPG Program Manager reviews the FY 2025 EMPG Program Work Plans for their states or territories to assess the proposed EMPG Program investments against the agreed upon priorities. This will include a financial review using the following criteria:

- Allowability, allocability, and financial reasonableness of the proposed budget and investment information; and
- Whether a recipient meets the financial and legal requirements listed in 2 C.F.R. Part 200.

C. Financial Integrity Criteria

Before making an award, FEMA is required to review OMB-designated databases for applicants' eligibility and financial integrity information. This is required by the Payment Integrity Information Act of 2019 (Pub. L. No. 116-117, § 2 (2020)), 41 U.S.C. § 2313, and the "Do Not Pay Initiative" (31 U.S.C. 3354). For more details, please see 2 C.F.R. § 200.206.

Thus, the Financial Integrity Criteria may include the following risk-based considerations of the applicant:

1. Financial stability.
2. Quality of management systems and ability to meet management standards.
3. History of performance in managing federal award.
4. Reports and findings from audits.
5. Ability to effectively implement statutory, regulatory, or other requirements.

D. Supplemental Financial Integrity Criteria and Review

Before making an award expected to exceed the simplified acquisition threshold (currently a total federal share of $250,000) over the period of performance:

1. FEMAis required by 41 U.S.C. § 2313 to review or consider certain information found in SAM.gov. For details, please see 2 C.F.R. §

200.206(a)(2).

2. An applicant may review and comment on any information in the responsibility/qualification records available in SAM.gov.
3. Before making decisions in the risk review required by 2 C.F.R. § 200.206, FEMA will consider any comments by the applicant.

E. Reviewers and Reviewer Selection

Reviewers for the Emergency Management Performance Grant (EMPG) are typically selected from within FEMA, specifically the Regional EMPG Program Managers, who are subject matter experts in grant management and emergency management. They conduct reviews based on regional or state priorities and ensure compliance with program requirements. To avoid conflicts of interest, FEMA adheres to federal regulations, including 2 C.F.R. Part 200, which mandates financial and ethical standards, and reviewers must disclose potential conflicts before participating.

F. Merit Review Process

Not applicable.

G. Final Selection

FEMA uses a population-based allocation formula as dictated by statute. See Appendix D for details.

Award Notices

A. Notice of Award

The Authorized Organization Representative should carefully read the federal award package before accepting the federal award. The federal award package includes instructions on administering the federal award as well as terms and conditions for the award.

By submitting an application, applicants agree to comply with the prerequisites stated in this NOFO, the Preparedness Grants Manual, and the material terms and conditions of the federal award, should they receive an award.

FEMA will provide the federal award package to the applicant electronically via FEMA GO. Award packages include an Award Letter, Summary Award Memo, Agreement Articles, and Obligating Document. An award package notification email is sent via the grant application system to the submitting AOR.

Recipients must accept their awards no later than 60 days from the award date. Recipients shall notify FEMA of their intent to accept the award and proceed with work via the FEMA GO system.

Funds will remain on hold until the recipient accepts the award via FEMA GO and all other conditions of the award have been satisfied, or until the award is otherwise rescinded. Failure to accept a grant award within the specified timeframe may result in a loss of funds.

B. Pass-Through Requirements

Each state or territory shall obligate 100% of its total EMPG Program allocation to the designated state-level EMA. If the SAA is also the EMA, this requirement is automatically met. If the SAA is a separate agency or has a separate budget process, then all EMPG Program funds must be obligated to the EMA within 15 days of the grant award date. In instances where the state EMA is making subawards to local jurisdictions, DHS/FEMA expects the state EMA to make these subawards as expeditiously as possible.

C. Note Regarding Pre-Award Costs

Even if pre-award costs are allowed, beginning performance is at the applicant and/or sub-applicant's own risk.

D. Obligation of Funds

The funds are obligated only when and once the agency's signatory authority approves and signs the award package.

E. Notification to Unsuccessful Applicants

Unsuccessful Applicants will be notified through the FEMA GO system after all successful awards have been made, but not sooner than October 1st of this award cycle. Applicants may contact the program office for additional feedback.

Post-Award Requirements and Administration

A. Administrative and National Policy Requirements

Presidential Executive Orders

Recipients must comply with the requirements of Presidential Executive Orders related to grants (also known as federal assistance and financial assistance), the full text of which are incorporated by reference.

In accordance with Executive Order 14305, Restoring American Airspace Sovereignty (June 6, 2025), and to the extent allowed by law, eligible state, local, tribal, and territorial grant recipients under this NOFO are permitted to purchase unmanned aircraft systems, otherwise known as drones, or equipment or services for the detection, tracking, or identification of drones and drone signals, consistent with the legal authorities of state, local, tribal, and territorial agencies. Recipients must comply with all applicable federal, state, and local laws and regulations, and adhere to any statutory requirements on the use of federal funds for such unmanned aircraft systems, equipment, or services.

Subrecipient Monitoring and Management

Pass-through entities must comply with the requirements for subrecipient monitoring and management as set forth in 2 C.F.R. §§ 200.331-333.

B. DHS Standard Terms and Conditions

A recipient under this funding opportunity must comply with the DHS Standard Terms and Conditions in effect as of the date of the federal award. The DHS Standard Terms and Conditions are available online: DHS Standard Terms and Conditions | Homeland Security. For continuation awards, the terms and conditions for the initial federal award will apply unless otherwise specified in the terms and conditions of the continuation award. The specific version of the DHS Standard Terms and Conditions applicable to the federal award will be in the federal award package.

C. Financial Reporting Requirements

See the Preparedness Grants Manual for information on financial reporting requirements.

D. Programmatic Performance Reporting Requirements

See the Preparedness Grants Manual for information on performance reporting requirements.

E. Closeout Reporting Requirements

See the Preparedness Grants Manual for information on closeout reporting requirements and administrative closeout.

Anytime there is a change in personnel for any of the awardees and/or subrecipients, their information needs to be submitted for approval (all the previous personal information identified).

F. Disclosing Information per 2 C.F.R. § 180.335

See the Preparedness Grants Manual for information on disclosing information per 2 C.F.R. § 180.335.

G. Reporting of Matters Related to Recipient Integrity and Performance

See the Preparedness Grants Manual for information on reporting of matters related to recipient integrity and performance.

H. Single Audit Report

See the Preparedness Grants Manual for information on single audit reports.

I. Monitoring and Oversight

Per 2 C.F.R. § 200.337, DHS and its authorized representatives have the right of access to any records of the recipient or subrecipient pertinent to a Federal award to perform audits, site visits, and any other official use. The right also includes timely and reasonable access to the recipient's or subrecipient's personnel for the purpose of interview and discussion related to such documents or the Federal award in general.

Pursuant to this right and per 2 C.F.R. § 200.329, DHS may conduct desk reviews and make site visits to review and evaluate project accomplishments and management control systems as well as provide any required technical assistance. Recipients and subrecipients must respond in a timely and accurate manner to DHS requests for information relating to a federal award. See the Preparedness Grants Manual for more information on monitoring and oversight.

J. Program Evaluation

Title I of the Foundations for Evidence-Based Policymaking Act of 2018, Pub. L. No. 115-435 (2019) (Evidence Act), urges federal agencies to use program evaluation as a critical tool to learn, improve delivery, and elevate program service and delivery across the program lifecycle. Evaluation means "an assessment using systematic data collection and analysis of one or more programs, policies, and organizations intended to assess their effectiveness and efficiency." Evidence Act, § 101 (codified at 5 U.S.C. § 311). OMB A-11, Section 290 (Evaluation and Evidence-Building Activities) further outlines the standards and practices for evaluation activities. Federal agencies are required to specify any requirements for recipient participation in program evaluation activities (2 C.F.R. § 200.301). Program evaluation activities incorporated from the outset in the NOFO and program design and implementation allow recipients and agencies to meaningfully document and measure progress and achievement towards program goals and objectives, and identify program outcomes and lessons learned, as part of demonstrating recipient performance (2 C.F.R. § 200.301).

As such, recipients and subrecipients are required to participate in a Program Office (PO) or a DHS Component-led evaluation, if selected. This may be carried out by a third-party on behalf of the PO or the DHS Component. Such an evaluation may involve information collections including but not limited to, records of the recipients; surveys, interviews, or discussions with individuals who benefit from the federal award, program operating personnel, and award recipients; and site visits or other observation of recipient activities, as specified in a DHS Component or PO-approved evaluation plan. More details about evaluation requirements may be provided in the federal award, if available at that time, or following the award as evaluation requirements are finalized. Evaluation costs incurred during the period of performance are allowable costs (either as direct or indirect) in accordance with 2 C.F.R.§ 200.413.

Recipients and subrecipients are also encouraged, but not required, to participate in any additional evaluations after the period of performance ends, although any costs incurred to participate in such evaluations are not allowable and may not be charged to the federal award.

K. Additional Performance Reporting Requirements

Not applicable.

L. Termination of the Federal Award

1. Paragraph C.XL of the FY 2025 DHS Standard Terms and Conditions, v.3 sets forth a term and condition entitled “Termination of a Federal Award.” The termination provision condition listed below applies to the grant award and the term and condition in Paragraph C.XL of the FY 2025 DHS Standard Terms and Conditions, v.3 does not.

2. Termination of the Federal Award by FEMA

   FEMA may terminate the federal award in whole or in part for one of the following reasons identified in 2 C.F.R. § 200.340:

   a. If the recipient or subrecipient fails to comply with the terms and conditions of the federal award.

   b. With the consent of the recipient, in which case FEMA and the recipient must agree upon the termination conditions. These conditions include the effective date and, in the case of partial termination, the portion to be terminated.

   c. If the federal award no longer effectuates the program goals or agency priorities. Under this provision, FEMA may terminate the award for these purposes if any of the following reasons apply:

- If DHS/FEMA, in its sole discretion, determines that a specific award objective is ineffective at achieving program goals as described in this NOFO;
- If DHS/FEMA, in its sole discretion, determines that an objective of the award as described in this NOFO will be ineffective at achieving program goals or

agency priorities;

- If DHS/FEMA, in its sole discretion, determines that the design of the grant program is flawed relative to program goals or agency priorities;
- If DHS/FEMA, in its sole discretion, determines that the grant program is not aligned to either the DHS Strategic Plan, the FEMA Strategic Plan, or successor policies or documents;
- If DHS/FEMA, in its sole discretion, changes or re-evaluates the goals or priorities of the grant program and determines that the award will be ineffective at achieving the updated program goals or agency priorities; or
- For other reasons based on program goals or agency priorities described in the termination notice provided to the recipient pursuant to 2 C.F.R. § 200.341.
- If the awardee falls out of compliance with the Agency's statutory or regulatory authority, award terms and conditions, or other applicable laws.

3. Termination of a Subaward by the Pass-Through Entity

   The pass-through entity may terminate a subaward in whole or in part for one of the following reasons identified in 2 C.F.R. § 200.340:

   a. If the subrecipient fails to comply with the terms and conditions of the federal award.

   b. With the consent of the subrecipient, in which case the pass-through entity and the subrecipient must agree upon the termination conditions. These conditions include the effective date and, in the case of partial termination, the portion to be terminated.

   c. If the pass-through entity's award has been terminated, the pass-through recipient will terminate its subawards.

4. Termination by the Recipient or Subrecipient

   The recipient or subrecipient may terminate the federal award in whole or in part for the following reason identified in 2 C.F.R. § 200.340: Upon sending FEMA or the pass-through entity a written notification of the reasons for such termination, the effective date, and, in the case of partial termination, the

portion to be terminated. However, if FEMA or the pass-through entity determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, FEMA or the pass-through entity may terminate the federal award in its entirety.

5. Impacts of Termination

   a. When FEMA terminates the federal award prior to the end of the period of performance due to the recipient's material failure to comply with the terms and conditions of the federal award, FEMA will report the termination in SAM.gov in the manner described at 2 C.F.R. § 200.340(c).

   b. When the federal award is terminated in part or its entirety, FEMA or the pass-through entity and the recipient or subrecipient remain responsible for compliance with the requirements in 2 C.F.R. §§ 200.344 and 200.345.

6. Notification Requirements

   FEMA or the pass-through entity must provide written notice of the termination in a manner consistent with 2 C.F.R. § 200.341. The federal award will be terminated on the date of the notification unless stated otherwise in the notification.

7. Opportunities to Object and Appeals

   Where applicable, when FEMA terminates the Federal award, the written notification of termination will provide the opportunity, and describe the process, to object and provide information challenging the action, pursuant to 2 C.F.R. § 200.342.

8. Effects of Suspension and Termination

   The allowability of costs to the recipient or subrecipient resulting from financial obligations incurred by the recipient or subrecipient during a suspension or after the termination of a federal award are subject to 2 C.F.R.

§ 200.343.

M. Best Practices

While not a requirement in the DHS Standard Terms and Conditions, as a best practice, entities receiving funds through this program should ensure that cybersecurity is integrated into the design, development, operation, and maintenance of investments that impact information technology (IT) and/ or operational technology (OT) systems. Additionally, “The recipient and subrecipient must … take reasonable cybersecurity and other measures to safeguard information including protected personally identifiable information (PII) and other types of information.” 2 C.F.R. § 200.303(e).

N. Payment Information

Recipients will submit payment requests in FEMA GO for FY25 awards under this program.

Instructions to Grant Recipients Pursuing Payments

FEMA reviews all grant payments and obligations to ensure allowability in accordance with 2 C.F.R. ?§ 200.305. ?These measures ensure funds are disbursed appropriately while continuing to support and prioritize communities who rely on FEMA for assistance. Once a recipient submits a payment request, FEMA will review the request. If FEMA approves a payment, recipients will be notified by FEMA GO and the payment will be delivery pursuant to the recipients SAM.gov financial information. If FEMA disapproves a payment, FEMA will inform the recipient.

Processing and Payment Timeline

FEMA must comply with regulations governing payments to grant recipients. See 2 C.F.R. § 200.305. For grant recipients other than States, 2 C.F.R. § 200.305(b)(3) stipulates that FEMA is to make payments on a reimbursement basis within 30 days after receipt of the payment request, unless FEMA reasonably believes the request to be improper. For state recipients, 2 C.F.R. § 200.305(a) instructs that federal grant payments are governed by Treasury-State

Cash Management Improvement Act (CMIA) agreements ("Treasury-State agreement") and default procedures codified at 31 C.F.R. part 205 and Treasury Financial Manual (TFM) 4A-2000, "Overall Disbursing Rules for All Federal Agencies." *See* 2 C.F.R. § 200.305(a).

Treasury-State agreements generally apply to "major federal assistance programs" that are governed by 31 C.F.R. part 205, subpart A and are identified in the Treasury-State agreement. 31 C.F.R. §§ 205.2, 205.6. Where a federal assistance (grant) program is not governed by subpart A, payment and funds transfers from FEMA to the state are subject to 31 C.F.R. part 205, subpart B. Subpart B requires FEMA to "limit a funds transfer to a state to the minimum amounts needed by the state and must time the disbursement to be in accord with the actual, immediate cash requirements of the state in carrying out a federal assistance program or project. The timing and amount of funds transfers must be as close as is administratively feasible to a state's actual cash outlay for direct program costs and the proportionate share of any allowable indirect costs." 31 C.F.R. § 205.33(a). Nearly all FEMA grants are not "major federal assistance programs." As a result, payments to states for those grants are subject to the "default" rules of 31 C.F.R. part 205, subpart B.

If additional information is needed, a request for information will be issued by FEMA to the recipient; recipients are strongly encouraged to respond to any additional FEMA request for information inquiries within three business days. If an adequate response is not received, the request may be denied, and the entity may need to submit a new reimbursement request; this will re-start the 30-day timeline.

Submission Process

All non-disaster grant program reimbursement requests must be reviewed and approved by FEMA prior to drawdowns.

For all non-disaster reimbursement requests (regardless of system), please ensure submittal of the following information:

1. Grant ID / Award Number
2. Total amount requested for drawdown
3. Purpose of drawdown and timeframe covered (must be within the award performance period)

4. Subrecipient Funding Details (if applicable).

- Is funding provided directly or indirectly to a subrecipient?
  - If **no,** include statement “This grant funding is not being directed to a subrecipient.”
- If **yes**, provide the following details:
  - The name, mission statement, and purpose of each subrecipient receiving funds, along with the amount allocated and the specific role or activity being reimbursed.
  - Whether the subrecipient’s work or mission involves supporting aliens, regardless of whether FEMA funds support such activities.
  - Whether the payment request includes an activity involving support to aliens.
  - Whether the subrecipient has any diversity, equity, and inclusion practices.

5. Supporting documentation to demonstrate that expenses are allowable, allocable, reasonable, and necessary under 2 C.F.R. Part 200 and in compliance with the grant’s NOFO, award terms, and applicable federal regulations.

O. Immigration Conditions

1. Materiality of Pending Immigration Condition

An immigration term and condition, including those in the DHS Standard Terms and Conditions, may be material to the Department of Homeland Security’s decision to make this grant award, and the Department of Homeland Security may take any
remedy for noncompliance, including termination, if the state or territorial recipient or any local government subrecipient fails to comply with this term and condition. No final agency decision has been made as of the date of this publication.

Other Information

A. Period of Performance Extension

Extensions to the period of performance are allowed.

Recipients should consult with their FEMA point of contact for requirements related to a performance period extension. See the Preparedness Grants Manual for more information on period of performance extensions.

B. Other Information

a. *Environmental Planning and Historic Preservation (EHP) Compliance*

See the Preparedness Grants Manual for information on EHP compliance.

b. *Procurement Integrity*

See the Preparedness Grants Manual for information on procurement integrity.

c. *Financial Assistance Programs for Infrastructure*

1. Build America, Buy America Act

Recipients and subrecipients must comply with FEMA's implementation requirements of the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act §§ 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also 2 C.F.R. Part 184, Buy America Preferences for Infrastructure Projects and Office of Management and Budget (OMB), Memorandum M-24-02, Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

None of the funds provided under this program may be used for a project for infrastructure unless the iron and steel, manufactured products, and construction materials used in that infrastructure are produced in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and

furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

To see whether a particular FEMA federal financial assistance program is considered an infrastructure program and thus required to implement FEMA's Build America, Buy America requirements, please see Programs and Definitions: Build America, Buy America Act | FEMA.gov.

2. Waivers

When necessary, recipients (and subrecipients through their pass-through entity) may apply for, and FEMA may grant, a waiver from these requirements.

A waiver of the domestic content procurement preference may be granted by the agency awarding official if FEMA determines that:

- Applying the domestic content procurement preference would be inconsistent with the public interest, or
- The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality, or
- The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25%.

The process for requesting a waiver from the Buy America preference requirements can be found on FEMA's website at: "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

3. Definitions

For definitions of the key terms of the Build America, Buy America Act, please visit Programs and Definitions: Build America, Buy America Act | FEMA.gov.

d. *Mandatory Disclosures*

The non-Federal entity or applicant for a federal award must disclose, in a timely manner, in writing to the federal awarding agency or pass-through entity all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. (2 C.F.R. § 200.113).

e. *Adaptive Support*

Pursuant to Section 504 of the Rehabilitation Act of 1973, recipients of FEMA financial assistance must ensure that their programs and activities do not discriminate against qualified individuals with disabilities.

f. *Record Retention*

See the Preparedness Grants Manual for information on record retention.

g. *Actions to Address Noncompliance*

See the Preparedness Grants Manual for information on actions to address noncompliance.

h. *Audits*

See the Preparedness Grants Manual for information on audits.

Appendix A: Allowable Costs

A. Planning

Planning costs are allowed under this program only as described in this NOFO and the Preparedness Grants Manual.

Planning spans all five mission areas of the Goal and provides a methodical way to engage the whole community in the development of a strategic, operational, and/or community-based approach to preparedness. EMPG Program funds may

be used to develop or enhance emergency management planning activities. Some examples are included below.

a. Emergency Operations Plan

- Maintaining a current EOP that is aligned with guidelines set out in Comprehensive Preparedness Guide (CPG) 101: Developing and Maintaining Emergency Operations Plans;
- Modifying existing incident management and emergency operations plans; and
- Developing/enhancing large-scale and catastrophic event incident plans.

b. Public Alert and Warning System Plans

- Development of plans for deploying, training, exercising, and testing of public alert and warning systems.

c. Communications Plans

- Developing and updating Statewide Communication Interoperability Plans; and
- Developing and updating Tactical Interoperability Communications Plans.

d. Administrative Plans

- Developing/enhancing financial and administrative procedures for use before, during, and after disaster events in support of a comprehensive emergency management program.

e. Whole Community Engagement/Planning

- Developing or enhancing mutual aid agreements/compacts, including required membership in EMAC;
- Developing/enhancing emergency operations plans to integrate citizen/volunteer and other Non-Governmental Organization (NGO) resources and participation; and
- Integrating program design and delivery practices that ensure representation and services for disaster vulnerable, at-risk populations that may be more

impacted by disasters, including children, seniors, individuals with disabilities or other access and functional needs, non-English speaking individuals, individuals with lower economic capacity, and other at-risk populations.

f. Resource Management Planning

- Developing/enhancing logistics and resource management plans; and
- Developing/enhancing volunteer and/or donations management plans.

g. Shelter and Evacuation Planning

- Developing/enhancing sheltering and evacuation plans, including plans for alerts/warning, crisis communications, pre-positioning of equipment for areas potentially impacted by mass evacuations, and re-entry.

h. Recovery Planning

- Disaster housing planning, such as creating/supporting a state disaster housing task force and developing/enhancing state disaster housing plans;
- Pre-event response, recovery, and mitigation plans in coordination with state, local, and tribal governments;
- Developing/enhancing other response and recovery plans; and
- Developing recovery plans and preparedness programs consistent with the principles and guidance in the National Disaster Recovery Framework (NDRF) that will provide the foundation for recovery programs and whole community partnerships. Preparedness and pre-disaster planning were given special attention within the NDRF with specific guidance: *Planning for a Successful Disaster Recovery* (pages 63-70). For more information on the NDRF see National Disaster Recovery Framework.

i. Continuity Planning

Continuity planning and operations are an inherent element of each core capability. Continuity operations increase resilience and the probability that organizations can perform essential functions. FEMA develops and promulgates Federal Continuity Directives (FCDs) to establish continuity program and planning requirements for executive departments and agencies and Continuity Guidance

Circulars (CGCs) for SLTT governments, non-governmental organizations, and private sector critical infrastructure owners and operators. This direction and guidance assist in developing capabilities for continuing the essential functions of federal, state, local, tribal, territorial governmental entities as well as the public/private critical infrastructure owners, operators, and regulators enabling them.

Presidential Policy 40, FCD 1, FCD 2, and the CGC outline the overarching continuity requirements and guidance for organizations and provide guidance, methodology, and checklists. For additional information on continuity programs, guidance, directives, and available technical assistance, refer to the Continuity Resource Toolkit.

Allowable continuity planning activities include the development of the following:

1. Continuity of Operations and Continuity of Government planning products for the continuance of essential functions and associated leadership;
2. Continuity Assessment Tool-Based evaluations of continuity programs capability;
3. Risk-based needs assessments based on the THIRA to inform risk mitigation efforts to ensure the continuity of essential functions and associated leadership; and
4. Public and private sector outreach and messaging regarding continuity resilience benefits and strategies.

B. Organization

Organization costs are allowed under this program only as described in this NOFO and the Preparedness Grants Manual.

Per the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Pub. L. No. 93-288 (1974) (codified as amended at 42 U.S.C. §§ 5121-5207), EMPG Program funds may be used for all-hazards emergency management operations, staffing, and other day-to-day activities in support of emergency management, including hazard mitigation staffing of the State Hazard Mitigation Officer position; staffing CERT and Citizen Corps positions at the state and local levels to promote whole community engagement in all phases of emergency management; performing closeout activities on FEMA disaster assistance grants; staffing

permanent technical advisors on children's needs at the state, local, tribal, and territorial levels; staffing Continuity Coordinators and Managers to lead and coordinate development and integration of continuity readiness across all governmental levels and the private sector; and supporting fusion center analysts who are directly involved in all-hazards preparedness activities as defined by the Stafford Act. Proposed staffing activities should be linked to accomplishing the activities outlined in the EMPG Program Work Plan. Recipients are encouraged to fund at least one dedicated Planner, Training Officer, and Exercise Officer. Personnel costs, including salary, overtime, compensatory time off, and associated fringe benefits, are allowable EMPG Program costs and must comply with 2 C.F.R. Part 200, Subpart E – Cost Principles.

a. Federal (and Mutual Aid) Emergency Response Official (F/ERO) Credentialing and Validation

The following costs related to F/ERO credentialing and validation are allowable under the EMPG Program:

- Working group meetings and conferences relating to emergency responder credentialing and validation;
- Compiling data to enter into an emergency responder repository;
- Coordinating with other state, local, territorial, and tribal partners to ensure interoperability among existing and planned credentialing and validation systems and equipment; and
- Planning to incorporate emergency responder identity and credential validation into training and exercises.

b. Organizational Clothing Costs for Emergency Management Personnel

There may be a need for emergency management personnel to wear clothing that clearly identifies their agency, organizational function, and responsibilities when carrying out their official emergency-related duties. EMPG funding may be used to purchase organizational clothing for full-time emergency management personnel who may be deployed for emergency operations, including when:

1. The Emergency Operations Center (EOC) is activated;

2. Emergency management personnel are deployed in the field to conduct damage assessments and response and recovery operations;
3. Assisting in and delivering official emergency management training and exercises, and;
4. Providing public information briefs and interviews on behalf of their emergency management agency.

The state or territory emergency management agency should maintain an inventory of such clothing and uniforms to allow for issuance to other personnel who may be deployed for emergency operations.

In addition:

- EMPG funding **may not** be used to purchase clothing that would be used for everyday wear by emergency management employees or other personnel; and
- Clothing, uniforms, undergarments, jackets, vests, etc. are also allowable for CERT members as listed on the Authorized Equipment List (AEL): 21GN-00-CCEQ | FEMA.gov.

For a complete list of other eligible clothing and protective gear allowable for purchase with EMPG funding, applicants, recipients and FEMA staff are encouraged to refer to the AEL website for the most up to-date information: Authorized Equipment List | FEMA.gov.

C. Equipment

Equipment costs are allowed under this program only as described in this NOFO and the Preparedness Grants Manual.

Allowable equipment categories for the EMPG Program are listed in the AEL. Unless otherwise stated, equipment must meet all mandatory regulatory and/or FEMA-adopted standards to be eligible for purchase using these funds. In addition, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment. Allowable equipment includes equipment from the following AEL categories:

- Personal Protective Equipment (Category 1);
- Information Technology (Category 4);
- Cybersecurity Enhancement Equipment (Category 5);

- Interoperable Communications Equipment (Category 6);
- Detection Equipment (Category 7);
- Power Equipment (Category 10);
- Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) Reference Materials (Category 11);
- CBRNE Incident Response Vehicles (Category 12);
- Physical Security Enhancement Equipment (Category 14);
- CBRNE Logistical Support Equipment (Category 19); and
- Other Authorized Equipment (Category 21).

In addition to the above, general-purpose vehicles may be procured in order to carry out the responsibilities of the EMPG Program.

If recipients have questions concerning the eligibility of equipment not specifically addressed in the AEL, they should contact their Regional EMPG Program Manager for clarification. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high-cost items and those subject to rapid technical advances. Large equipment purchases must be identified and explained. For more information regarding property management standards for equipment, please reference 2 C.F.R. Part 200, including 2 C.F.R. §§ 200.310, 200.313, and 200.316. Also see 2 C.F.R. §§ 200.216, 200.471, and FEMA Policy #405- 143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services, or successor policy, regarding prohibitions on covered telecommunications equipment or services.

Recipients using EMPG Program funds to support emergency communications equipment activities must comply with the SAFECOM Guidance on Emergency Communications Grants, including provisions on technical standards that ensure and enhance interoperable communications. See the Preparedness Grants Manual for more information.

In general, with exception of critical emergency supplies and the associated inventory management plan, equipment included in the AEL may be purchased without separate approval from FEMA. However, as with all grant-funded activities, the equipment purchase must be well justified and reasonable. Furthermore, the purchase must be supported by the approved Work Plan. If the equipment is not clearly supported by the approved Work Plan, the recipient must seek advance approval from the applicable FEMA Regional Grant Program Office

prior to purchasing the equipment, and an updated Work Plan may be required.

FEMA will consider requests to purchase equipment that is not listed in the AEL on a case-by-case basis. Such requests should be submitted in writing to the applicable FEMA Regional Grant Program Office. FEMA's review and approval of such requests will involve both the FEMA regional office and headquarters program staff to ensure nationwide consistency in the decision-making process and to support any necessary updates to the AEL.

Costs associated with the development and maintenance of fixed and mobile contingency communications and information systems as well as investments in hardening and other resilience strategies to ensure the continuance of essential government functions and services are allowed.

Small Unmanned Aircraft Systems (sUAS) and critical emergency supply costs are also allowable under this program. See the Preparedness Grants Manual for more information. Additional information and requirements applicable to sUAS purchases can be found in the AEL at 03OE-07-SUAS.

D. Training and Exercises

Training and exercise costs are allowed under this program only as described in this NOFO and the Preparedness Grants Manual.

EMPG Program funds may be used for a range of emergency management-related training activities to enhance the capabilities of state and local emergency management personnel through the establishment, support, conduct, and attendance of training. Training activities should align to a current, multi-year Integrated Preparedness Plan (IPP) developed through an annual Integrated Preparedness Planning Workshop (IPPW) and build from training gaps identified in the THIRA/SPR process. Further guidance concerning the IPP and the IPPW can be found at Preparedness Toolkit Program Management Templates. Training should:

- Foster the development of a community-oriented approach to emergency management that emphasizes engagement at the community level;
- Strengthen best practices; and
- Provide a path toward building sustainable resilience.

Allowable training-related costs include the following:

1. **Funds Used to Develop, Deliver, and Evaluate Training**: Includes costs related to administering training, such as planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment. Training should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any training or training gaps, including those for children and individuals with disabilities or other access and functional needs, should be identified in the multi-year IPP and addressed in the training cycle. States are encouraged to use existing training rather than developing new courses. When developing new courses, states are encouraged to apply the Analysis, Design, Development, Implementation, and Evaluation (ADDIE) model for instructional design. More information is available at NTED | Training Resource Development Center;
2. **Overtime and Backfill**: Overtime costs, including payments related to backfilling personnel, that are the direct result of attendance at FEMA and/or approved training courses and programs are allowable. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or FEMA, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government and from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities;
3. **Travel**: Travel costs (e.g., airfare, mileage, per diem, and hotel) are allowable as expenses by employees who are on travel status for official business related to approved training. International travel is not an allowable cost under this program unless approved in advance by FEMA;
4. **Hiring of Full- or Part-Time Staff or Contractors/Consultants**: Full- or part-time staff or contractors/consultants may be hired to support direct training-related activities. Hiring of contractors/consultants must follow the applicable federal procurement requirements at 2 C.F.R. §§ 200.317-200.327. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state or FEMA, whichever is applicable; and

5. **Certification/Recertification of Instructors**: Costs associated with the certification and recertification of instructors are allowed. States are encouraged to follow the FEMA Instructor Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses that involve training of trainers.

Additional types of allowable training or training-related activities include, but are not limited to:

- Developing/enhancing systems to monitor training programs;
- Public Alert and Warning System training;
- Conducting all-hazards emergency management training;
- Attending EMI training or delivering EMI train-the-trainer courses;
- Attending other FEMA-approved emergency management training;
- State-approved, locally sponsored CERT training;
- Participating in FEMA Continuity Excellence Service Certificate Program activities; and
- Mass evacuation training at local, state, territorial and tribal level.

Allowable exercise-related costs include:

1. **Funds Used to Design, Develop, Conduct and Evaluate Preparedness Exercises**: This includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation. Recipients are encouraged to use free public space/locations/facilities whenever available prior to the rental of space/locations/facilities. Exercises should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Gaps identified during an exercise, including those for children and individuals with disabilities or other access and functional needs, should be included in the AAR/IP and addressed in the exercise cycle;
2. **Hiring of Full- or Part-Time Staff or Contractors/Consultants**: Full- or part-time staff may be hired to support direct exercise activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state or FEMA, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct, and

evaluation of exercises. Hiring of contractors/consultants must follow the applicable federal procurement requirements at 2 C.F.R. §§ 200.317-200.327;

3. **Overtime and Backfill**: The entire amount of overtime costs, including payments related to backfilling personnel, that are the direct result of time spent on the design, development and conduct of exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or FEMA, whichever is applicable. Dual compensation is never allowable, meaning, in other words, that an employee of a unit of government may not receive compensation from their unit or agency of government and from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though their work may benefit both entities;
4. **Travel**: Travel costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise activities;
5. **Supplies**: Supplies are items that are expended or consumed while planning and conducting the exercise activities (e.g., gloves, non-sterile masks, and disposable protective equipment);
6. **HSEEP Implementation**: This refers to costs related to developing and maintaining an exercise program consistent with HSEEP; and
7. **Other Items**: These costs are limited to items consumed in direct support of exercise activities, such as space/locations rentals for planning and conducting an exercise, equipment rentals (e.g., portable toilets, tents), food/refreshments, and the procurement of other essential nondurable goods.

Costs associated with the provision of reasonable accommodations and modifications that facilitate full access for children and adults with disabilities are allowable.

Unauthorized exercise-related costs include:

- Reimbursement for maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) and emergency response apparatus (e.g., fire trucks, ambulances). The only vehicle costs that are reimbursable are fuel/gasoline or mileage;

- Equipment that is purchased for permanent installation and/or use beyond the scope of exercise conduct (e.g., electronic messaging signs); and
- Durable and nondurable goods purchased for installation and/or use beyond the scope of exercise conduct.

E. Travel

Domestic travel costs are allowed under this program, as provided for in this NOFO and the Preparedness Grants Manual. International travel is not an allowable cost under this program unless approved in advance by FEMA.

F. Construction and Renovation

Construction and renovation costs are allowed under this program only as described in this NOFO and the Preparedness Grants Manual. All proposed construction and renovation activities must undergo an Environmental Planning and Historic Preservation (EHP) review, including approval of the review from FEMA, before undertaking any action related to the project. Failure of a grant recipient to meet these requirements may jeopardize Federal funding.

Construction and renovation projects for a state, local, tribal, or territorial government's principal Emergency Operations Center (EOC), as defined by the SAA, as well as costs associated with the development and maintenance of capabilities such as alternate sites and associated fixed and mobile communications and information systems as well as investments in hardening and other resilience strategies to ensure the continuance of essential government functions and services are allowable under the EMPG Program. FEMA must provide written approval prior to the use of any EMPG Program funds for construction or renovation. Requests for EMPG Program funds for construction of an EOC must be accompanied by an EOC Investment Justification (located in the Related Documents tab of the EMPG Program Grants.gov posting) to their Regional EMPG Program Manager for review. Additionally, recipients are required to submit a SF-424C Form, SF-424D Form, and Budget detail citing the project costs.

The above examples are not intended to exclude other construction projects as potentially allowable costs. For example, construction of a facility for the storage and distribution of critical emergency supplies and/or to serve as a staging area

for deployment of emergency response resources is potentially an allowable expense. Other construction or renovation projects, such as a secondary or local EOC, will be considered on a case-by-case basis, as described below in the guidance regarding advance written approval.

a. Advance Approval Requirement

Recipients must receive advance written approval from FEMA prior to the use of any annual EMPG Program funds for construction or renovation, including such activities at the subrecipient level. Such costs would need to fall within the scope of the recipient's final approved Work Plan, otherwise an updated Work Plan may be required. Such requests should be submitted in writing to the applicable FEMA Regional Grant Program Office. FEMA's review and approval will involve both the regional office and the FEMA Grant Programs Directorate.

b. Real Property Use and Disposition Requirements

Real property improved under a federal award falls under the 2 C.F.R. Part 200 guidance for real property. In accordance with 2 C.F.R. § 200.311, a recipient or subrecipient may only use real property acquired or improved under a federal award for the originally authorized purpose, as long as it is needed for that purpose, during which time the recipient or subrecipient must not dispose of or encumber its title or other interests. However, upon the end of that period where it needs the property for the originally authorized purpose (i.e., the functional use of the property for which FEMA awarded the grant), the recipient or subrecipient will then dispose of the property in keeping with the requirements set forth in 2 C.F.R. § 200.311. When a grant-funded property is no longer needed for the originally authorized purpose, the recipient or subrecipient (through the pass-through entity) must obtain disposition instructions from the cognizant FEMA Regional Administrator or the pass-through entity. For additional information on this, see Information Bulletin 458a, Clarifying Guidance for the Annual Emergency Management Performance Grant (EMPG) and the FY 2020 COVID-19 EMPG Supplemental (EMPG-S) Programs.

c. Construction of Communication Towers

When applying for funds to construct communication towers, recipients and subrecipients must submit evidence that the Federal Communication Commission's Section 106 review process has been completed and submit all documentation resulting from that review to FEMA prior to submitting materials for EHP review. Recipients and subrecipients are also encouraged to have completed as many steps as possible for a successful EHP review in support of their proposal for funding (e.g., coordination with their State Historic Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects, compliance with all state and EHP laws and requirements). Projects for which the recipient believes an Environmental Assessment may be needed, as defined in Implementation of the National Environmental Policy Act, and EHP Directive and Instructions: FEMA Directive 108-1 and FEMA Instruction 108-1-1, must also be identified to the Regional EMPG Program Manager within six months of the award, and completed EHP review materials must be submitted no later than 12 months before the end of the period of performance. EHP review packets should be sent to gpdehpinfo@fema.gov.

d. Davis-Bacon Act Compliance

EMPG Program recipients using funds for construction projects must comply with the Davis-Bacon Act and subsequent legislation (codified as amended at 40 U.S.C. §§ 3141-3144, 3146-3148). Grant recipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the Davis-Bacon Act, including Department of Labor wage determinations, is available at Davis-Bacon and Related Acts.

e. Accessibility Compliance

EMPG Program recipients using funds to build or alter buildings must comply with accessibility requirements under the Rehabilitation Act of 1973 and Architectural Barriers Act of 1968 (ABA), as well as the Americans with Disabilities Act (ADA), if applicable, to ensure individuals with disabilities have access to such buildings. Accessibility standards under the ABA and ADA are highly similar. Additional information regarding compliance with the ABA is available at Guide to the ABA.

G. Acquisition of Real Property

Acquisition of real property is permissible if such property is needed to support other allowable program costs or activities. For additional information on this, see Information Bulletin 458a, Clarifying Guidance for the Annual Emergency Management Performance Grant (EMPG) and the FY 2020 COVID-19 EMPG Supplemental (EMPG-S) Programs.

a. Advance Approval Requirement

Consistent with the requirements outlined above regarding construction activities, recipients and subrecipients (through the pass-through entity) must obtain advance written approval from the cognizant FEMA Regional Administrator prior to obligating annual EMPG Program funds for acquisition of real property. Additionally, in cases of acquisition or improving real property, recipients are required to submit a SF-429-B, Real Property Status Report, Attachment B providing details of the relevant property to be acquired.

b. Property Use, Reporting, and Disposition Requirements

The acquisition, use, and disposition of real property shall be subject to the provisions of 2 C.F.R. Part 200. In accordance with 2 C.F.R. Part 200, recipients and subrecipients are required to report on the status of the acquired property on an annual basis using SF-429-A, Real Property Status Report, Attachment A (General Reporting). Such reporting shall continue as long as the property is being used for the originally authorized purpose.

The same use and disposition guidance as outlined in Sections 11.F.b above applies to real property acquired with annual EMPG Program funds. For additional information on this, see Information Bulletin 458a, Clarifying Guidance for the Annual Emergency Management Performance Grant (EMPG) and the FY 2020 COVID-19 EMPG Supplemental (EMPG-S) Programs.

H. Leasing of Real Property

Leasing of real property is permissible if the property is needed to support other allowable annual EMPG Program activities.

a. Advance Approval Requirement

Recipients and subrecipients (through the pass-through entity) must obtain advance written approval from the cognizant FEMA Regional Administrator prior to obligating annual EMPG Program funds for the leasing of real property.

b. Allowable Period of Lease Expenses

In cases where a property will be leased and the lease will be paid in full or in part using annual EMPG Program, any costs associated with the lease that are charged to an annual EMPG Program award must occur within the period of performance of the associated award(s). Real property lease costs must also comply with 2 C.F.R. Part 200

I. Operational Overtime

Operational overtime costs are allowed under this program only as described in this NOFO and the Preparedness Grants Manual.

J. Whole Community Preparedness

EMPG Program recipients should engage with the whole community to advance community and individual preparedness and to work as a nation to build and sustain resilience. Recipients should integrate program design and delivery practices that ensure representation and services for disaster vulnerable populations that may be more impacted by disasters including children, seniors, individuals with disabilities or other access and functional needs, individuals with diverse culture and language use, individuals with lower economic capacity, and other disaster vulnerable populations.

Individual preparedness should be coordinated by an integrated body of government and nongovernmental representatives as well, including but not limited to, elected officials, the private sector (especially privately owned critical infrastructure), private nonprofits, nongovernmental organizations (including faith-based, community-based, and voluntary organizations), advocacy groups for disaster vulnerable populations that may be more impacted by disasters including children, seniors, individuals with disabilities or other access and functional needs, individuals with diverse culture and language use, individuals with lower economic

capacity, and other disaster vulnerable populations. By engaging these stakeholders, EMPG Program recipients can help FEMA develop and promote a suite of well-targeted solutions for individuals and communities to adopt. Recipients should coordinate preparedness initiatives with FEMA and whole community partners to efficiently apply federal funding to reach the goal of individual and community resilience.

The following preparedness programs are allowable expenses and resources:

- Community Emergency Response Team (CERT) programs, which educate volunteers about disaster preparedness for the hazards that may impact their area and train them in basic disaster response skills, such as fire safety, light search and rescue, team organization, and disaster medical operations. CERT offers a consistent, nationwide approach to volunteer training and organization that professional responders can rely on during disaster situations, allowing them to focus on more complex tasks.
- Financial Preparedness Activities that encourage and assist Americans in preparing for the true cost of disasters. Allowable activities include encouraging emergency savings, promoting home and renter's insurance, and promoting flood insurance for individuals and families. Partnerships with local financial wellness organizations such as credit unions, financial counselors, community banks, and others that reach a variety of audiences are encouraged.
- Preparedness of Community-Based Organizations that serve as a critical safety net for Americans disproportionately impacted by disasters. Examples of community-based organizations include but are not limited to food banks, food pantries, homeless shelters, school readiness and after school centers, adult day care centers, job training centers, legal assistance centers, and cultural centers. Allowable activities include Whole Community exercises, trainings, and activities focused on staff preparedness, information sharing with clients and government, and continuity of essential functions in the event of an emergency.
- Youth Preparedness Resources are available on Ready Kids. Bolstering youth preparedness across the nation is a priority for FEMA as the Agency works with state, local, tribal, and territorial partners to create a culture of preparedness in the United States. Information on youth-centric educational curricula, games, planning materials, and other relevant resources can be found at Ready Kids . Furthermore, FEMA's Individual and Community Preparedness Division and regional-based Community Preparedness Officers are available to provide grant recipients with guidance and assistance. Please email FEMA-

Prepare@fema.dhs.gov to contact one of the Agency's subject matter experts.

The following are examples of youth preparedness activities that recipients are encouraged to undertake as allowable costs:

1. Outreach to a local school board or elementary school to encourage the adoption of the Student Tools for Emergency Planning (STEP) curriculum. STEP is a classroom-based emergency preparedness curriculum for 4th - and 5th -graders in an easy, ready-to-teach format. Students will learn about disasters, emergencies, and hazards, and how to create a disaster supply kit and family emergency communication plan. An overview of the STEP program along with the instructor guide and student activity book is available at Ready STEP.
2. Sponsor the creation of a Teen for Community Emergency Response Team (CERT) in your jurisdiction. The CERT Program is a national program of volunteers trained in disaster preparedness and emergency response. Volunteers come from all ages and all walks of life, including teenagers. Additional information, including a step-by-step guide on how to start a Teen CERT, is available at Ready Teen CERT.

The following tools are available to order from FEMA's warehouse free of charge:

1. "Prepare with Pedro" is a joint product of FEMA and the American Red Cross. The "Prepare with Pedro: Disaster Preparedness Activity Book" is designed to teach young children and their families about how to stay safe during disasters and emergencies. The book follows Pedro around the United States and offers safety advice through crosswords, coloring pages, matching games, and more. Additional information, including an ordering form, is available at Ready - Prepare with Pedro.
2. The Ready 2 Help card game is a fun way for kids to learn how to respond to emergencies by working with friends and using skills that will help in a real emergency. Ready 2 Help teaches five simple steps to stay safe and make a difference until help arrives:
   - Stay Safe
   - Stay Calm
   - Get Help
   - Give Info
   - Give Care

- Ready 2 Help is designed for children ages 8 and up. Additional information, including an ordering form, is available at Ready 2 Help.

K. Maintenance and Sustainment

Maintenance and sustainment costs are allowed under this program only as described in this NOFO and the Preparedness Grants Manual.

L. Amendments for EMPG Program Costs

In 2 C.F.R. § 200.308(i) it states that the Federal awarding agency may, at its option, restrict transfer of funds among direct cost categories where the Federal share exceeds the simplified acquisition threshold, and the cumulative amount of the transfer exceeds 10% of the total budget last approved by the awarding agency. For purposes of 2 C.F.R. § 200.308(i), the term “budget” includes both the federal and non-federal cost share. For EMPG Program awards (which include a 50% cost share), if the recipient wants to revise their budget and there are transfers between the direct cost categories exceeding the Simplified Acquisition Threshold and the cumulative amount of the transfers exceeds 10% of the total project costs (federal and non-federal), then EMPG recipients must request prior written approval from their Regional EMPG Program Manager for those transfers and amendments. Recipients should consult with their Regional EMPG Program Manager prior to making any changes to their EMPG Program Work Plan. For more information on EMPG Program Work Plans, please see the appendix in Section 12 of this NOFO.

Appendix B: EMPG Program Work Plan

A. EMPG Program Work Plan

Submission of an EMPG Program Work Plan is mandatory. The Work Plan outlines the state’s emergency management sustainment and enhancement efforts, including new and ongoing activities and projects, that are driven by identified preparedness priorities and proposed for the EMPG Program period of performance. An FY 2025 EMPG Program Work Plan Template (available on the Grants.gov EMPG Program application page and on the EMPG Program page on FEMA.gov) is provided to facilitate the work plan development process. The

submitted Work Plan must address all the data and information requirements included in the FY 2025 EMPG Program Work Plan Template and in the supplemental guidance included in this section. Therefore, EMPG Program applicants are strongly encouraged to use the provided FY 2025 EMPG Program Work Plan Template.

Prior to submission of the EMPG Program Work Plan, the applicant must work with the Regional Administrator or designated Regional EMPG Program Manager to identify three-to-five priority areas which will serve as the focus for EMPG Program-funded investments. The priorities must be mutually agreed to by the applicant and Regional Administrator and should be driven by the THIRA/SPR process – specifically, the outputs from the THIRA/SPR process – and other relevant information sources such as AARs, audit and monitoring findings, Hazard Mitigation Plans and other deliberate planning products. Priorities should also reflect those included in each recipient's IPP so that recipients are focusing all investments, projects, and other resources on a common set of priorities. As they select priorities, applicants should consider which capability gaps would be most operationally consequential, must be closed most urgently, and could be meaningfully addressed within the period of performance. Applicants should refer to Section 3.B. above for further guidance on the priority identification process.

Applicants must set at least one performance goal for each RA agreed-upon priority area that achieves a specific outcome. Each goal must be specific, measurable, and achievable within the period of performance, relevant to the priority area, and have a target date for completion. Applicants must describe how achieving each goal or objective will impact the priority area it supports by the end of the period of performance. Each goal must include an estimate quantifying the extent to which the supporting investments will close capability gaps (e.g., “Increase the percentage of people who can find and secure long-term housing by 10% within 1 year of an incident”). The FY 2025 EMPG Program Work Plan Template includes instructions and examples to help guide this process so that recipients can develop goals that focus on achieving specific outcomes.

The Regional Administrator or designated Regional EMPG Program Manager will ensure that the mutually agreed priorities are fully addressed in the EMPG Program Work Plan. In addition, the Regional Administrator must approve final Work Plans before states may draw down EMPG Program funds. Grant funds will be released upon approval of the state’s final Work Plan.

Following Work Plan approval, regional EMPG Program Managers will work closely with recipients to monitor progress toward goals and activities in the Work Plans during the performance period and may request further documentation from the recipients to clarify the projected Work Plan. Further, in accordance with 2 C.F.R. § 200.308 – Revision of budget and program plans, any changes to the approved Work Plan – including changes in project scope and budget changes within any direct cost category exceeding 10% of the total award amount – will require advance approval from the Regional Administrator or designated Regional EMPG Program Manager.

a. Instructions

The FY 2025 EMPG Program Work Plan Template reflects the collection of objective information and quantitative data that will allow FEMA to measure program effectiveness and investment impacts more effectively. This also enables compliance with 2 C.F.R. § 200.301, which requires federal awarding agencies to measure recipient performance to show achievement of program goals and objectives, share lessons learned, improve program outcomes, and foster adoption of promising practices. To this end, the FY 2025 EMPG Program guidance in the NOFO and Work Plan requires recipients to link EMPG Program-funded investments to THIRA/SPR results and other relevant materials that inform capability priorities and needs and to include specific performance measures that will allow FEMA to measure the impact of those investments based on the core capabilities that are addressed.

The FY 2025 EMPG Program Work Plan Template largely complements the THIRA/SPR process outlined in the Comprehensive Preparedness Guide (CPG) 201, Third Edition (CPG 201, v3). As noted in CPG 201, v3, a coordinated approach to track investments, and understand the return on investments, can help improve the effectiveness of those investments. Tracking how EMPG Program-funded investments result in specific, quantitative changes in capabilities can help guide communities' strategic planning considerations and inform resource allocation decisions that will maximize effectiveness in building or sustaining capabilities. Therefore, applicants are encouraged to refer to CPG 201, v3, along with their most recent THIRA and SPR, when developing their EMPG Program Work Plan.

The FY 2025 EMPG Program Work Plan Template consists of the following tabs: Definitions and Guidance, Quick Links, Grant Investment Strategy, Grant Activities Outline, Detailed Budget – Excluding M&A, Budget Narrative – Excluding M&A, Detailed Budget – M&A Only, Budget Narrative – M&A Only, EMPG Program Summary, Implementation Schedule, Training Data Table, and Exercise Data Table. As explained above, the focus of the FY 2025 EMPG Program Work Plan Template is on improving data collection to better enable measurement of grant outcomes. Therefore, the narrative content is minimized and many of the cells include dropdowns for selecting applicable data. This approach also helps to simplify the Work Plan development process.

Instructions for each Work Plan section are provided below. Additional guidance and instructions are provided in the FY 2025 EMPG Program Work Plan Template on Grants.gov.

b. Definitions and Guidance

The Definitions and Guidance tab collects applicant information and provides instructions for completing each subsequent tab.

c. Quick Links

The Quick Links Tab uses the link functionality in Excel to allow users to navigate throughout the template quickly and minimize the need to scroll through projects and implementation schedules.

d. Grant Investment Strategy

The intent of the Grant Investment Strategy tab of the FY 2025 EMPG Program Work Plan Template is to provide an overview of the state/territory's preparedness investment strategy. It should serve as the foundation for completing the remainder of the Work Plan. It includes separate sections to explain the following:

- The performance goals associated with each priority area;
- The most recent THIRA/SPR results;
- Significant risks and capability gaps that currently exist;
- Resulting preparedness priorities; and

- The anticipated impact of the proposed EMPG Program-funded investments.

For the Performance Goals section, the applicant should identify the three-to-five priorities that were mutually agreed to and approved between the Regional Administrator and the state/territory. These goals serve as the focus for the EMPG Program-funded investments. The reference materials used to identify the priorities should be cited and their relevance explained in this section. At least one performance goal should be identified for each priority area. Each goal must be specific, measurable, achievable within the period of performance, relevant to the priority area, and have a target date for completion (i.e., SMART goal). It should describe how achieving each goal will impact the priority area it supports by the end of the period of performance.

e. Grant Activities Outline

The Grant Activities Outline (GAO) is used to capture the proposed EMPG Program-funded projects and link them to the identified priorities, performance goals, and gaps or needs. Coupled with the Implementation Schedule, the GAO supports identification and tracking of EMPG Program-funded project outcomes, which will enable better understanding of the impacts of those investments relative to the performance goals and the associated core capabilities. Identifying and tracking project outcomes also supports compliance with the Foundations for Evidence-Based Policy Making Act of 2018 and changes to 2.C.F.R related to performance, evaluation, and risk for federal grants. The GAO includes sections that allow the applicant to identify the performance goals that are supported by each project and the milestones that are critical to accomplishing each goal. Additional guidance on performance goals and milestones, including specific examples of each, are provided below.

The GAO also requires the applicant to explain the objective and anticipated impact of each project relative to the associated priorities, performance goals, and related core capabilities:

- The “Project Objective” should explain what the project will accomplish; specifically, how the project will address the identified gap or need and how it supports one or more of the identified performance goals.
- The “Anticipated Project Impact” should explain the expected project outcome relative to the associated priorities and performance goals.

- The impact statement should include a quantitative estimate of the degree to which the project will contribute to achieving the identified performance goal (see hierarchy example below).

Effective completion of the GAO requires an understanding of the established planning hierarchy. Priorities are at the top of the hierarchy, followed by performance goals that define a clear outcome or end-state and provide the basis for addressing each priority. Project proposals should be identified based on the performance goals. High priority capability gaps or needs identified through the THIRA/SPR process, particularly SPR Step 2, and other assessments are also used to inform project selection and to identify specific project objectives. Project objectives, and accompanying impact statements, should complement the performance goals by including similar outcome-focused metrics, as explained above. Lastly, identifying the specific project activities are the last step in the process of completing the GAO. Project activities are key components and/or milestones that are critical to successful completion of the project.

An example of this planning hierarchy for completing the GAO is provided below:

- **Priority**: Logistics and Supply Chain Management
  - **Performance Goal**: Within 24 hours of an incident, identify and mobilize life-sustaining commodities, resources, and services to 10,000 people requiring shelter and 100,000 people requiring food and water. Maintain distribution system for at least 30 days.
    - **Project**: Update State Logistics and Distribution Management Plan and qualify 40 additional personnel for logistics operations in NQS.
      - **Project Objective/Impact**: Increase capacity to identify and mobilize life-sustaining commodities, resources, and services to people requiring shelter, food, and water by 50%, allowing the state to do so for 7,500 people requiring shelter and 75,000 requiring food and water within 24 hours of an incident and maintain that distribution system for at least 30 days.
        - **Activity**: Convene cross-discipline working group meeting on May 30, 2026, to review current State Logistics and Distribution Management Plan

All EMPG Program-funded investments must be accounted for in the GAO. However, recognizing that some sustainment activities, such as funding of

emergency manager salaries, may not align to a specific priority or performance goal, applicants are not required to identify priorities and performance goals for such investments. However, all other portions of the GAO must be completed to justify the applicable sustainment costs.

In cases where emergency management personnel are not assigned to support specific projects included in the Work Plan, the applicant may choose to create a single project (e.g., Emergency Management Personnel Project) to encompass the majority of the EMPG Program-funded salaries and fringe benefits costs. This single project would be populated on the GAO and include the associated activities, priorities, goals, anticipated outcomes, milestones, etc. for the applicable EMPG Program-funded emergency management staff, including staff supporting the M&A activities.

The various elements of the GAO tab are outlined below, along with basic instructions for completing the required entries. Supplemental guidance and instructions are included in the FY 2025 EMPG Program Work Plan Template.

- **Project Name:** Provide a descriptive name for each planned project. Examples include “Development of Emergency Function Annexes,” “Development of Earthquake Scenario Loss Estimations,” “Implementation of Statewide Interoperability Plan,” “NIMS Training for Emergency Management Personnel,” “Development of Emergency Preparedness Plan for Individuals with Disabilities,” etc.
- **Brief Project Description:** Provide further details on the project, particularly where the project name does not sufficiently describe the project.
- **Gap or Need Addressed:** Briefly describe the specific gap or need addressed by the project.
- **Reference for Identified Gap or Need:** Select the documentation used to identify the cited gap or need from the drop-down menu.
- **Project Objective:** Explain how the project addresses the identified gap or need, and how it supports the identified priorities and performance goals.
- **Anticipated Project Impact:** Explain the expected project outcome relative to the associated priorities and performance goals.
- **Build or Sustain:** Select whether the project will build or maintain/sustain the identified core capability(ies).
- **EMPG Program National Priority Area:** Select the applicable National Priority Area from the drop-down menu.

- **Regional Administrator (RA) Agreed Upon Priority Area:** Select from a drop-down list of the 32 core capabilities and other priorities identified in the latest version of the National Preparedness Report. If the priority is not included in the drop-down list, enter “other” for Primary, Secondary and/or Tertiary, and then enter the priority in the adjacent cell.
- **POETE Category:** Select whether the project relates to Planning, Organization, Equipment, Training, or Exercises. Multiple POETE categories can be selected to accommodate projects that span multiple categories. For example, building capability often involves a combination of planning, training, and exercise activities. Space is provided to populate the Primary, Secondary and Tertiary POETE category.
- **Emergency Management Accreditation Program (EMAP) Standard Element:** This field is optional. It is made available to those states/territories that are EMAP certified and want to continue tracking their investments by EMAP Standard Elements. Select the appropriate EMAP Standard Elements from the drop-down menu, if applicable.
- **Mission Area:** Select the appropriate preparedness mission area supported by the project: Prevention, Protection, Mitigation, Response, or Recovery. Multiple mission areas can be selected to accommodate projects such as plans and exercises that involve multiple mission areas, and space is provided to populate the Primary, Secondary and Tertiary Mission Areas.
- **Core Capabilities:** Select up to five core capabilities supported by the project. Indicate whether the Core Capability has a target with a gap rated as high priority.
- **Performance Goals:** Select the performance goal(s) from the drop-down menu. The drop-down menu will consist of the performance goals as entered in the Grant Investment Strategy.
- **Current Capability Metrics:** Identify capability metrics prior to the project implementation.
- **Milestones:** Identify key project activities and other deliverables or outputs that are critical to accomplishing the identified performance goal and can be tracked to demonstrate progress toward achieving the performance goal.

B. Detailed Budget - Excluding M&A

The Detailed Budget – Excluding M&A tab enables a full accounting of all project activity costs, excluding M&A costs. This tab contains an itemization of non-M&A costs related to personnel, fringe benefits, travel, equipment, supplies, contractual

services, construction, other, and indirect costs. For personnel and fringe benefits, the position title and percentage of time or fringe allocated to the EMPG Program grant is required. Each line item is assigned to its relevant project, allowing the information in mission areas, core capabilities, priorities, EMAP, and POETE categories to populate accordingly. This enables a breakdown of the full EMPG Program budget into various categories: Mission Area, Core Capabilities, National Priority Area, RA Agreed Upon Priority, EMAP Standard Elements, and POETE Category. The cells for each of these categories are automatically populated based on the project number as identified in the Grant Activities Outline.

C. Budget Narrative - M&A Only

The purpose of the Budget Narrative – M&A Only tab is to: 1) justify the need for each line item and the cost estimates; 2) explain how costs relate to the programmatic goals of the project(s); and 3) supplement other budget information provided on the Detailed Budget– M&A Only tab. For the Cost Share, applicants must include a detailed description of the source of the cost share/matching funds. If funds or services are to be provided by a third party for in-kind match, a dated letter of commitment is required to document the donation. This tab will include a narrative for each cost category of the budget.

D. Information for the Detailed Budget and Budget Narrative

This section of the Work Plan is a detailed description of the budget found in the SF-424A and must include a detailed discussion of how EMPG Program funds will be used. Applicants must **itemize** costs related to personnel, fringe benefits, travel, equipment, supplies, contractual costs, other direct costs, indirect costs, and total costs.

Applicants should use the following instructions and budget cost category descriptions to complete the Budget Detail section of the Work Plan.

Personnel: List each position with a brief description of the duties and responsibilities (no personnel names), as well as the salary computation for staff. If a Cost-of-Living Adjustment increase and/or merit pay increase in salary will be provided for the position, include those costs in calculations for personnel and the associated fringe benefits on the applicable Detailed Budget and the Budget Narrative.

Fringe Benefits: List the computation for fringe benefits for each of the personnel listed in the budget worksheet. Estimated rates for fringe are allowable but provide the basis for that estimation in the budget narrative (e.g., average percent fringe paid for most employees within the agency). If not using an estimate, list fringe benefit and the associated costs for each employee that will be paid by EMPG Program funding (e.g., Social Security/FICA, Unemployment Compensation, Medicare, Retirement, Health Insurance, Life Insurance, etc.). Also, in cases where fringe benefits costs are included in an indirect cost rate agreement, the fringe benefits cannot also be charged as a direct cost for reimbursement.

Travel: Specify the mileage, per diem, estimated number of trips in-state and out-of-state, number of travelers, and other costs for each type of travel for staff. Travel may be integral to the purpose of the proposed project (e.g., management, monitoring and/or oversight of grant award and/or subrecipients) or related to propose project activities (e.g., attendance at training or meetings related to management of the EMPG Program award). Travel costs identified in this section are for employees of the applicant/recipient only. For travel costs related to staff training, include as many details as possible about each proposed training cost, including the name of the training course(s), training provider, personnel who will attend the training, proposed dates (estimates are accepted), etc. Travel category costs do not include 1) costs for travel of consultants, contractors, consortia members, or other partner organizations, which are included in the “Contractual” category; or 2) travel costs for employees of subrecipient agencies (those should be included in the Contractual category, if applicable).

Equipment: List each equipment item for EMPG Program purposes only by Line-Item Name and in the same order as listed on the Detailed Budget. Include a brief description of each equipment item (no brand names); per unit cost, quantity, and total cost; location of equipment (if other than the direct recipient agency); and how the equipment will be utilized. Equipment is defined in 2 C.F.R. § 200.1.

Supplies: Include all tangible personal property other than those described in the definition of “equipment” as defined by 2 C.F.R. § 200.1. Supplies are also defined in 2 C.F.R. § 200.1. The budget detail should identify categories of supplies to be procured for EMPG Program purposes only (e.g., printing supplies, office supplies, etc.) and the calculation of those costs (e.g., based on monthly rates or based on an average of previous years’ similar costs). Non-tangible goods and services associated with supplies, such as printing service, photocopy services, and rental

costs should be included in the “Other” category. Provide the basis for calculation of supplies including the Line-Item Name and list supplies in the Budget Narrative in the same order as listed on the Detailed Budget. Subrecipient M&A and non-M&A costs should be included in the “Other” category.

Contractual: Identify each proposed contract related to EMPG Program purposes only and specify its purpose and estimated cost. Contractual/consultant services are those services to be carried out by an individual or organization (do not include company or individual names in budget narrative), other than the applicant, in the form of a procurement relationship. Leased or rented goods (equipment or supplies) for EMPG Program purposes should be included in the “Other” category. The applicant should list the proposed contract activities along with a brief description of the scope of EMPG Program work or services to be provided and proposed duration. Include the basis for the calculation of contractual services costs (e.g., contractor training instructor speaking fee, contractor travel costs and contractor instructional materials).

Other: This category should include only those types of direct costs that do not fit in any of the other budget categories and are related to EMPG Program purposes only. Include a description of each cost by Line-Item Name and in the same order as listed on the applicable Detailed Budget. Include the basis for calculation of the costs. Examples of costs for EMPG Program purposes that may be in this category include the following: insurance, rental/lease of equipment or supplies, equipment service or maintenance contracts, printing or photocopying rental, etc. Subrecipient M&A and non-M&A costs from their subawards (e.g., subgrants) are a distinct type of cost under this category. The term “subaward” means an award of financial assistance (money or property) by any legal agreement made by the recipient to an eligible subrecipient. This term does not include procurement purchases, technical assistance in the form of services instead of money, or other assistance in the form of revenue sharing, loans, loan guarantees, interest subsidies, insurance, or direct appropriations. Subcontracts are not subawards and belong in the contractual category. Applicants must provide the aggregate amount they propose to issue as subaward work and a description of the types of M&A and non-M&A activities to be supported.

Construction: Include construction costs, including renovation projects for a state or territorial government’s principal EOC. Include a description of the types of construction or renovation services proposed and the calculation of these costs

(no company or individual names). Subrecipient construction costs should be included in the Other category. M&A funding cannot be used for construction or renovation costs.

Indirect Costs: If indirect charges are budgeted, indicate the approved rate and base (the cost categories for which this indirect cost percentage rate will be applied.) Indirect costs are those incurred by the recipient for a common or joint purpose that benefit more than one cost objective or project and are not readily assignable to specific cost objectives or projects as a direct cost. In order for indirect costs to be allowable, the applicant must have a federal or state negotiated indirect cost rate (e.g., fixed, predetermined, final or provisional), or must have submitted a proposal to the cognizant federal or state agency. An approved Indirect Cost Rate Agreement signed by the recipient agency and the cognizant agency for the recipient, or a copy of the proposal to the cognizant federal or state agency for an indirect cost rate, must be included in the submission of the Work Plan Template for application purposes.

Examples of Indirect Cost Rate calculations are shown below:

1. Personnel (Indirect Rate x Personnel = Indirect Costs)
2. Personnel and Fringe (Indirect Rate x Personnel & Fringe = Indirect Costs)
3. Total Direct Costs (Indirect Rate x Total Direct Costs = Indirect Costs)

Applicants who wish to use a cost allocation plan in lieu of an indirect cost rate must also reach out to the FEMA Grants Management Specialist for further instructions. Per 2 C.F.R. Part 200, Appendix VII, paragraph D.1.c, this established rate must be accepted by any Federal agency to which the governmental department or agency applies for funding. Applicants who wish to request the case-by-case exception should reach out to their FEMA Grants Management Specialist for further instructions.

Post-award requests to charge indirect costs will be considered on a case-by-case basis and based upon the submission of an agreement or proposal as discussed above or based upon the de minimis rate or cost allocation plan, as applicable.

E. EMPG Program Summary

This tab includes summary information for the award as entered in the budget tabs and the Grant Activity Outline. The overall budget summary will include the total award amount, federal amount, non-federal amount (cost share), and M&A amount, along with the calculated percentage of each. The additional budget summary tables will calculate the amount allocated for federal funds, non-federal funds (cost share) and total project costs for each cost category. There is also a budget summary table with similar information for each primary mission area and core capability.

The EMPG Program Summary tab also provides users with an overview of their progress in the FY 2025 EMPG Program Performance Metrics. The metrics are automatically populated from the calculations of information provided in the GAO. These metrics aim to provide the count, percentage, and associated dollar amount affiliated with the following performance metrics: 1) Capability-building Projects for Alignment to Capability Gaps in SPR; 2) Funding Spent on Capability-building Projects Aligned to Capability Gaps in SPR; 3) Building Capabilities for High Priority Targets; 4) Regional and National Priority Area Alignment; and 5) Plans-Training-Exercise Alignment.

a. Implementation Schedule

The Implementation Schedule includes the basic elements of a project management plan. It is used to capture key project activities to include both EMPG Program-funded activities that are critical to accomplishing the project objectives as identified in the Grant Activities Outline, as well as tasks that are essential to effective project management. Thus, this product can be used as a basic project management tool to plan and track the progress of key project activities and associated tasks. Key project activities should generally correlate with the “Milestones” identified for each project included in the Grant Activities Outline.

The Implementation Schedule enables the applicant to identify key project activities by year/quarter, the associated tasks, timelines, status reports, and challenges or risks that may affect successful completion of the activity as planned. It also allows for the tracking of project progress by including estimated and actual completion dates for each activity and the ability to enter quarterly accomplishments relating to the activity. This functionality allows for quarterly

reporting of project progress, in accordance with the programmatic requirements of the EMPG Program. Also, data from the Implementation Schedule should be completed and submitted to FEMA as a component of quarterly reporting on grant activities.

b. Training Data Table

To facilitate consistent data reporting and performance measures collection, the FY 2025 EMPG Program Work Plan Template includes a Training Data Table. This table should reflect training activities outlined in the multi-year IPP and completion of required EMPG Program training courses. The data requirements are defined in the section below. Applicants/recipients are not required to report EMPG Program-funded personnel costs associated with training. Training related to the NQS is not reported on the Training Data Table. Also, data from the Training Data Table should be completed and submitted to FEMA as a component of quarterly reporting on grant activities. Upon entering the project name or number in the template, the cells located to the right of the main Training Data Table will auto-populate the associated priority, mission area, capabilities, and functional areas based on the project data included in the Grant Activities Outline.

1. Training Data Table Template

Project Number	Project Name	Name of Training	Scheduled Date	Date Training was Conducted/Completed	EMPG Program Required Training? (Y/N)	Number of Personnel Trained	N T C N a

2. Training Data Table Definitions

- **Column 1** – Project Number from the GAO
- **Column 2** – Project Name from the GAO
- **Column 3** – Name of training course
- **Column 4** – Scheduled date of training course

- **Column 5** – Date training was conducted or completed
- **Column 6** – Is the training course required by the EMPG Program?
- **Column 7** – Number of personnel trained
- **Column 8** – NIMS Training Course Number (if applicable)
- **Column 9** – Is the training identified in the multi-year IPP?

c. Exercise Data Tables

To facilitate consistent data reporting and performance measure collection, an Exercise Data Table should be completed for any exercises that meet EMPG Program requirements and/or exercises conducted in whole or part with EMPG Program funds. The Exercise Data should include EMPG Program-funded exercises and costs to run the exercise (e.g., planning, materials, props, contractual services for conducting the exercise, AAR and IP, etc.). Any exercise planned or conducted during the grant period of performance should be reported on the Exercise Data Table. Applicants/recipients are not required to report EMPG Program-funded personnel costs associated with exercises. Data from the Exercise Data Table should also be completed and submitted to FEMA as a component of quarterly reporting on grant activities. The data requirements are defined in the section below. Upon entering the project name or number in the template, the cells located to the right of the main Exercise Data Table will auto-populate the associated priority, mission area, capabilities, and functional areas based on the project data included in the Grant Activities Outline.

1. Exercise Data Table Template

Project Number	Project Name	Name of Exercise	Scheduled Date	Date Exercise Conducted/Completed	Type of Exercise	Exercise Fulfills Progressive Exercise Requirement (Y/N)

2. Exercise Data Table Definitions

- **Column 1** – Project Number from the GAO
- **Column 2** – Project Name from the GAO
- **Column 3** – Exercise Name
- **Column 4** – Scheduled date of exercise
- **Column 5** – Date exercise conducted/completed
- **Column 6** – Type of exercise (select from drop-down menu)
- **Column 7** – Is the exercise part of a progressive exercise series?
- **Column 8** – Is exercise identified in the multi-year IPP?
- **Column 9** – When was the AAR submitted to FEMA?

Appendix C: EMPG Requirements Matrix

ID	Category	Requirement	Location	Due Date Cycle	Due Date	Submission Plan
1	Allowability	Critical Emergency Supplies Purchases – 5-year viable inventory management plan with a distribution strategy	PGM, NOFO	With work plan submission or amendment (if applicable)	Varies	Work Plan/Amendment
2	Application	Work Plan	NOFO	Per the NOFO	Varies	FEMA GO

ID	Category	Requirement	Location	Due Date Cycle	Due Date	Submission Plan
4	Closeout	Closeout Reporting Requirements. (Note: FEMA GO does not have a closeout module. Regional closeout processes vary.)	PGM	Per the Closeout notification letter	Varies	FEMA GO/Electronic Notification
5	Cost Share	Cost Share	NOFO	Application, Quarterly, Closeout	Varies	Work Plan Budget, Federal Financial Report (FFR)/SF-425 (Quarterly and at Closeout)
6	Davis-Bacon	Davis-Bacon Compliance	PGM, NOFO	For all EMPG projects	Varies	Monitoring
7	EHP	EHP approval	PGM, NOFO	Prior to any construction, renovation, or ground disturbing activity	Varies	Regional EMPG Program Manager
8	EHP	Construction of Communication Towers	PGM, NOFO	FCC Section 106 review must be completed prior to EHP review	Varies	Monitoring

ID	Category	Requirement	Location	Due Date Cycle	Due Date	Submission Plan
9	EMAC	EMAC association	NOFO	Prior to award	Varies	Regional EMPG Program Manager to verify on EMAC website
10	Exercise	Exercise program negotiated (align with IPP/priorities)	PGM, NOFO	With work plan submission	Varies	Work Plan
11	Exercise	AAR (After Action Report)/IPs	PGM	90 days after completion of exercises conducted in Calendar Year (CY) Q4	Varies	Email to: hseep@fema.dhs.gov and cc: Regional EMPG Program Manager
12	Priorities	3-5 Applicant and RA mutually agreed upon Priorities (Note: These need not be the national priorities)	NOFO	With work plan submission	Varies	Work Plan
13	Reporting	Threat and Hazard Identification and Risk Assessment (THIRA) submitted	PGM, NOFO	Every 3 years starting in 2022	31-Dec	Prep toolkit

ID	Category	Requirement	Location	Due Date Cycle	Due Date	Submission Plan
14	Reporting	State Preparedness Review (SPR) submitted	PGM, NOFO	Annually	31-Dec	Prep toolkit
15	Reporting	National Incident Management System (NIMS)	PGM, NOFO	Annually	31-Dec	Unified Reporting Tool (URT)
15	Reporting	National Qualification System (NQS) implementation	PGM, NOFO	Phased-in Objectives due Annually	31-Dec	URT
17	Reporting	Distribution Management Plan (DMP) Plan review	PGM	After initial submission, DMP updates submitted annually, as necessary	30-Sep	Email to: Regional EMPG Program Manager
18	Reporting	Multi-year Training and Exercise Plan (TEP)/Integrated Preparedness Plan (IPP) developed	PGM, NOFO	Annually	31-Jan	Email to: hseep@fema.dhs.gov and cc: Regional EMPG Program Manager

ID	Category	Requirement	Location	Due Date Cycle	Due Date	Submission Plan
19	Reporting	Periodic Performance Reporting (PPR) Status of all EMPG Program-funded plans, training and exercise activities must be reported quarterly.	PGM	Within 30 days after the end of the CY Quarter	30-Jan 30-Apr 30-July 30-Sep	FEMA GO
20	Reporting	Financial Quarterly Reporting	PGM	Within 30 days after the end of the CY Quarter	30-Jan 30-Apr 30-July 30-Sep	FEMA GO
21	Reporting	Biannual Strategy Implementation Report (BSIR)	PGM	Biannual	No later than: 30-Jan 30-July	FEMA GO

ID	Category	Requirement	Location	Due Date Cycle	Due Date	Submission Plan
22	Reporting – Exercise	All EMPG Program-funded exercise activities must be reported quarterly.	PGM, NOFO	Quarterly	30-Jan 30-Apr 30-July 30-Sep	Exercise Data Table
23	Reporting – Training	All EMPG Program-funded training activities must be reported quarterly.	PGM, NOFO	Quarterly	30-Jan 30-Apr 30-July 30-Sep	Training Data Table
24	Telecomms	FirstNet	PGM	With work plan submission (if applicable)	Varies	Verified by Regional EMPG Program Manager

ID	Category	Requirement	Location	Due Date Cycle	Due Date	Submission Plan
25	Telecomms	SAFECOM	PGM	With work plan submission (if applicable)	Varies	Verified by Regional EMPG Program Manager
26	Training	Training activities captured (align with IPP/priorities)	PGM, NOFO	With work plan submission	Varies	Work Plan Training Data Table or PPR template
27	Training	EMPG funded personnel who have completed: ▪ Basic Academy OR Professional Development Series AND ▪ NIMS	PGM	On-going	Varies	Per Regional Guidance: ▪ FEMA GO: with PPR ▪ Roster to Regional EMPG Program Manager ▪ Reviewed During Monitoring

ID	Category	Requirement	Location	Due Date Cycle	Due Date	Submission Plan
28	Training	Training attendance information submitted within 30 days of attendance of training supported with EMPG funding (IB 432)	PGM, NOFO	On-going	Varies	Web-Forms

Appendix D: FY 2025 EMPG Program Allocations

EMPG Program awards are based on section 662 of the *Post-Katrina Emergency Management Reform Act of 2006*, Pub. L. No. 109-295 (codified as amended at 6 U.S.C. § 762). All 50 States, the District of Columbia, and Puerto Rico receive a base amount of 0.75% of the total available funding appropriated for the EMPG Program. Four territories (American Samoa, Guam, the Commonwealth of the Northern Mariana Islands, and the U.S. Virgin Islands) receive a base amount of 0.25% of the total available funding appropriated for the EMPG Program. The remaining balance of the funds appropriated for the EMPG Program are distributed on a population-share basis.

These are target allocations pending final decisions by the Department of Homeland Security. These target allocations act as an estimate, and final allocations may be different in the award letter.

FY 2024 EMPG Funding Target Allocations

State/Territory	Target Allocation	State/Territory	Target Allocation

Alabama	$5,273,376	Nevada	$4,218,945
Alaska	$2,809,119	New Hampshire	$3,182,252
Arizona	$6,625,941	New Jersey	$7,696,122
Arkansas	$4,119,030	New Mexico	$3,584,573
California	$24,392,241	New York	$13,478,822
Colorado	$5,719,526	North Carolina	$8,558,068
Connecticut	$4,446,318	North Dakota	$2,840,601
Delaware	$2,983,042	Ohio	$9,025,129
District of Columbia	$2,787,987	Oklahoma	$4,680,788
Florida	$15,434,002	Oregon	$4,779,512
Georgia	$8,633,293	Pennsylvania	$9,691,986

Hawaii	$3,202,955	Rhode Island	$3,016,730
Idaho	$3,512,816	South Carolina	$5,452,513
Illinois	$9,486,374	South Dakota	$2,912,059
Indiana	$6,258,827	Tennessee	$6,428,115
Iowa	$4,204,453	Texas	$19,851,254
Kansas	$4,053,347	Utah	$4,350,675
Kentucky	$4,955,787	Vermont	$2,758,000
Louisiana	$4,961,013	Virginia	$7,311,410
Maine	$3,180,010	Washington	$6,835,572
Maryland	$5,890,070	West Virginia	$3,383,600
Massachusetts	$6,377,029	Wisconsin	$5,721,468

Michigan	$8,052,915	Wyoming	$2,724,042
Minnesota	$5,627,851	Puerto Rico	$4,183,148
Mississippi	$4,037,973	U.S. Virgin Islands	$847,363
Missouri	$5,880,166	American Samoa	$826,480
Montana	$3,030,634	Guam	$884,565
Nebraska	$3,514,961	Northern Mariana Islands	$825,152
Total			**$319,500,000**

GRANT MANAGEMENT MEMORANDUM
GMM 2025-07

Date: August 8, 2025

To: All California Governor's Office of Emergency Services (Cal OES) Emergency Management Performance Grant (EMPG) Subrecipients

From: Cal OES Grants Management

Subject: Fiscal Year (FY) 2025 EMPG Allocations

On July 28, 2025, the Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA) released the FY 2025 EMPG Notice of Funding Opportunity. California was allocated $24,392,241, a decrease of $73,551 from the FY 2024 EMPG allocation of $24,465,792.

The EMPG is a critical grant program that enables state, local, and tribal governments to prepare for all hazards. These funds are allocated annually to all counties and tribal nations to support these very important efforts. Historically, the annual EMPG funding is allocated to Cal OES for statewide initiatives and Operational Area objectives.

The enclosed chart delineates the FY 2025 EMPG allocations to Operational Areas, with a comparison to the FY 2024 allocations. Cal OES is preparing the FY 2025 EMPG application that will be submitted to FEMA no later than August 11, 2025. The allocations are being shared so that subrecipients can begin planning.

Cal OES recognizes subrecipients have many questions and concerns regarding the FY 2025 EMPG NOFO. Cal OES has updated its Frequently Asked Questions (FAQ) page to address common questions received about the new terms and conditions contained in the NOFO. Cal OES is working diligently to not only submit the FY 2025 EMPG application to FEMA, but also to obtain clarification regarding the new terms and conditions.

As updates are made, Cal OES will be sharing information on our Frequently Asked Questions (FAQ) page on the Cal OES webpage at:
DHS-FEMA Grant Guidance FAQs – 8.8.2025.

Operational Area	FY 2024 Allocation	FY 2025 Allocation	Operational Area	FY 2024 Allocation	FY 2025 Allocation
ALAMEDA	409,218	407,277	**PLACER**	196,272	196,558
ALPINE	125,205	125,200	**PLUMAS**	128,300	128,207
AMADOR	131,920	131,717	**RIVERSIDE**	548,711	548,741
BUTTE	160,713	160,237	**SACRAMENTO**	398,146	397,474
CALAVERAS	132,798	132,593	**SAN BENITO**	136,406	136,345
COLUSA	128,781	128,740	**SAN BERNARDINO**	504,038	499,805
CONTRA COSTA	324,355	321,658	**SAN DIEGO**	692,978	690,432
DEL NORTE	129,621	129,507	**SAN FRANCISCO**	269,472	267,970
EL DORADO	157,831	157,391	**SAN JOAQUIN**	261,559	261,828
FRESNO	300,704	301,084	**SAN LUIS OBISPO**	173,350	172,430
GLENN	129,975	129,986	**SAN MATEO**	253,134	252,062
HUMBOLDT	148,285	147,722	**SANTA BARBARA**	201,528	200,919
IMPERIAL	156,176	136,965	**SANTA CLARA**	452,624	451,385
INYO	128,282	128,192	**SANTA CRUZ**	170,520	169,776
KERN	282,635	281,882	**SHASTA**	156,169	155,597
KINGS	151,232	151,150	**SIERRA**	125,555	125,538
LAKE	136,604	136,420	**SISKIYOU**	132,565	132,354
LASSEN	129,912	129,875	**SOLANO**	202,082	201,380
LOS ANGELES	1,820,586	1,802,009	**SONOMA**	208,062	206,984
MADERA	152,472	152,608	**STANISLAUS**	219,833	219,364
MARIN	168,940	168,221	**SUTTER**	142,188	142,023
MARIPOSA	127,942	127,872	**TEHAMA**	136,165	136,007
MENDOCINO	140,488	140,252	**TRINITY**	127,768	127,697
MERCED	174,565	174,763	**TULARE**	207,522	207,725
MODOC	126,481	126,441	**TUOLUMNE**	134,483	134,229
MONO	127,286	127,154	**VENTURA**	268,421	265,759
MONTEREY	199,757	199,510	**YOLO**	163,369	163,277
NAPA	148,388	148,113	**YUBA**	139,361	139,436
NEVADA	142,496	142,039	**TRIBAL NATIONS**	188,021	186,601
ORANGE	669,946	664,164	**Total**	**14,202,196**	**14,128,645**

Introduced: 10/20/2025

Current Status: General Government - Consent

Version: 1

Matter Type: General Agenda Item

Receive and accept the Treasurer's Report of Investments for the quarter ending September 30, 2025.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
Receive and accept the Treasurer's Report of Investments for the quarter ending September 30, 2025.

SUMMARY:
Government Code Section 53646 (b) (1) states the Treasurer may submit a quarterly report of investments. The following discussion of economic and market conditions along with attached exhibits support investment activity during the July - September period.

DISCUSSION:
The U.S. economy has remained resilient, but a cooling labor market is emerging as a potential risk. Job creation has nearly come to a halt as employers adopt a cautious "no hire, no fire" approach. While inflation has recently picked up, the Federal Reserve expects these upward price pressures to be temporary. Overall uncertainty has eased as markets have adjusted to recent tariff and fiscal policy announcements.

In September, the Federal Reserve implemented its first rate cut of 2025. Chair Powell acknowledged the ongoing challenge of balancing risks between inflation and employment but emphasized that the health of the labor market remains the Federal Reserve's primary focus. The Federal Reserve's September "dot plot" suggests an additional 50 basis points in cuts for 2025, though opinions among policymakers remain divided, with several members supporting no further reductions this year.

On September 30, 2025, the County of Monterey investment portfolio contained an amortized book value of $3,079,220,309 spread among 264 separate securities and funds. The par value of those funds was $3,096,305,181 with a market value of $3,096,629,606 or 100% of amortized book value. The portfolio's effective rate of return for the period was 4.26% generating estimated quarterly interest earnings of $32,518,115. Earnings received in cash will be distributed proportionally to all agencies participating in the investment pool by the Auditor-Controller. The investment portfolio had a weighted average maturity of 492 days. The County Treasury continues to achieve safety, liquidity, and yield goals by balancing shorter-term debt and longer-term debt given investment opportunities in the current market environment.

The investment portfolio follows all applicable provisions of state law and the adopted Investment Policy. Market value pricings were obtained through resources such as Bloomberg LLP, US Bank, and live-bid pricing of corporate securities.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
A copy of this report will be distributed to all agencies participating in the investment pool. The Treasury Quarterly Reports are also posted on the County Treasurer's website. A monthly report of investment transactions is provided to the Board of Supervisors as required by Government Code 53607.

FINANCING:
The investment portfolio contains sufficient liquidity to meet all projected expenditures over the next six months. Investment earnings in the General Fund appear to be trending at a rate that will meet the FY 2025-26 budgeted total.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
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
____ Dynamic Organization and Employer of Choice

If does not fall under any of the above Board of Supervisors Strategic Plan Goals (Other):

_X__ Administrative
This recommendation supports the Administrative initiative by providing transparency and accountability in the management of County funds in the Treasurer's investment portfolio.

Link to the Strategic Plan:
<https://www.countyofmonterey.gov/home/showdocument?id=139569>

Prepared by: Lupe Reyes, Chief Deputy Treasurer-Tax Collector, x5415
Reviewed by: Jake Stroud, Assistant Treasurer-Tax Collector, x5828
Approved by: Mary A. Zeeb, Treasurer-Tax Collector, x5015

Attachments:
Exhibit A - Investment Portfolio Review 09.30.2025
Exhibit B - Portfolio Management Report 09.30.2025

County of Monterey

Board Report

Legistar File Number: 25-768

Item No.

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

November 04, 2025

Introduced: 10/20/2025
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

Receive and accept the Treasurer's Report of Investments for the quarter ending September 30, 2025.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
Receive and accept the Treasurer's Report of Investments for the quarter ending September 30, 2025.

SUMMARY:
Government Code Section 53646 (b) (1) states the Treasurer may submit a quarterly report of investments. The following discussion of economic and market conditions along with attached exhibits support investment activity during the July - September period.

DISCUSSION:
The U.S. economy has remained resilient, but a cooling labor market is emerging as a potential risk. Job creation has nearly come to a halt as employers adopt a cautious "no hire, no fire" approach. While inflation has recently picked up, the Federal Reserve expects these upward price pressures to be temporary. Overall uncertainty has eased as markets have adjusted to recent tariff and fiscal policy announcements.

In September, the Federal Reserve implemented its first rate cut of 2025. Chair Powell acknowledged the ongoing challenge of balancing risks between inflation and employment but emphasized that the health of the labor market remains the Federal Reserve's primary focus. The Federal Reserve's September "dot plot" suggests an additional 50 basis points in cuts for 2025, though opinions among policymakers remain divided, with several members supporting no further reductions this year.

On September 30, 2025, the County of Monterey investment portfolio contained an amortized book value of $3,079,220,309 spread among 264 separate securities and funds. The par value of those funds was $3,096,305,181 with a market value of $3,096,629,606 or 100% of amortized book value. The portfolio's effective rate of return for the period was 4.26% generating estimated quarterly interest earnings of $32,518,115. Earnings received in cash will be distributed proportionally to all agencies participating in the investment pool by the Auditor-Controller. The investment portfolio had a weighted average maturity of 492 days. The County Treasury continues to achieve safety, liquidity, and yield goals by balancing shorter-term debt and longer-term debt given investment opportunities in the current market environment.

The investment portfolio follows all applicable provisions of state law and the adopted Investment Policy. Market value pricings were obtained through resources such as Bloomberg LLP, US Bank, and live-bid pricing of corporate securities.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
A copy of this report will be distributed to all agencies participating in the investment pool. The Treasury Quarterly Reports are also posted on the County Treasurer's website. A monthly report of investment transactions is provided to the Board of Supervisors as required by Government Code 53607.

FINANCING:
The investment portfolio contains sufficient liquidity to meet all projected expenditures over the next six months. Investment earnings in the General Fund appear to be trending at a rate that will meet the FY 2025-26 budgeted total.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
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
____ Dynamic Organization and Employer of Choice

If does not fall under any of the above Board of Supervisors Strategic Plan Goals (Other):

_X__ Administrative
This recommendation supports the Administrative initiative by providing transparency and accountability in the management of County funds in the Treasurer's investment portfolio.

Link to the Strategic Plan:
<https://www.countyofmonterey.gov/home/showdocument?id=139569>

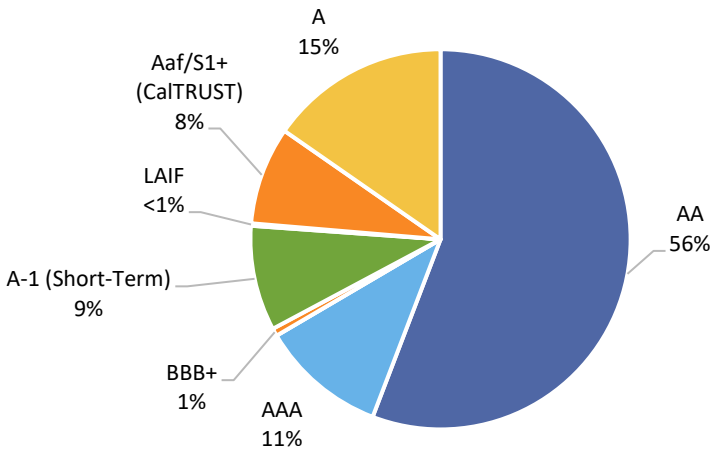
Prepared by: Lupe Reyes, Chief Deputy Treasurer-Tax Collector, x5415
Reviewed by: Jake Stroud, Assistant Treasurer-Tax Collector, x5828
Approved by: Mary A. Zeeb, Treasurer-Tax Collector, x5015

Attachments:
Exhibit A - Investment Portfolio Review 09.30.2025
Exhibit B - Portfolio Management Report 09.30.2025

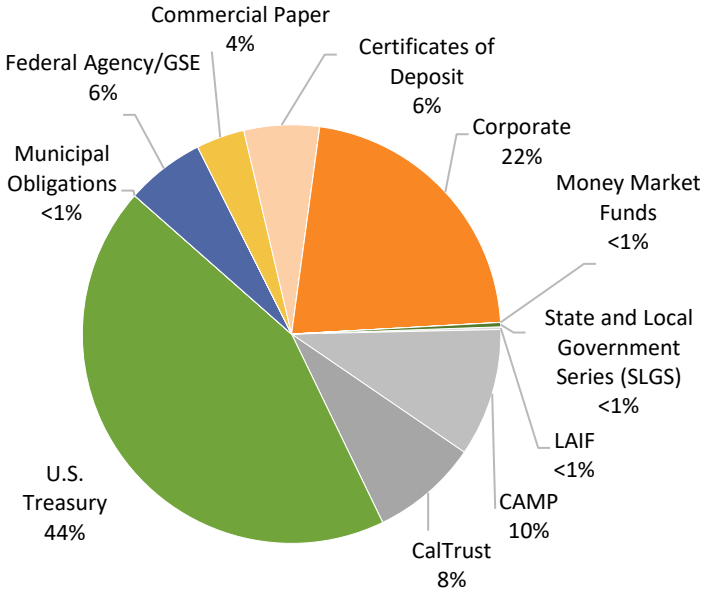
Exhibit A
County of Monterey
Investment Portfolio Review
September 30, 2025

Portfolio Statistics	
Portfolio Market Value	$3,096,629,606
Portfolio Book Value	$3,079,220,309
Portfolio Weighted Average Maturity	492 Days
Effective Rate of Return	4.26%
Quarterly Interest Earnings	$32,518,115

Credit Quality



Sector Distribution



Portfolio Maturity Distribution

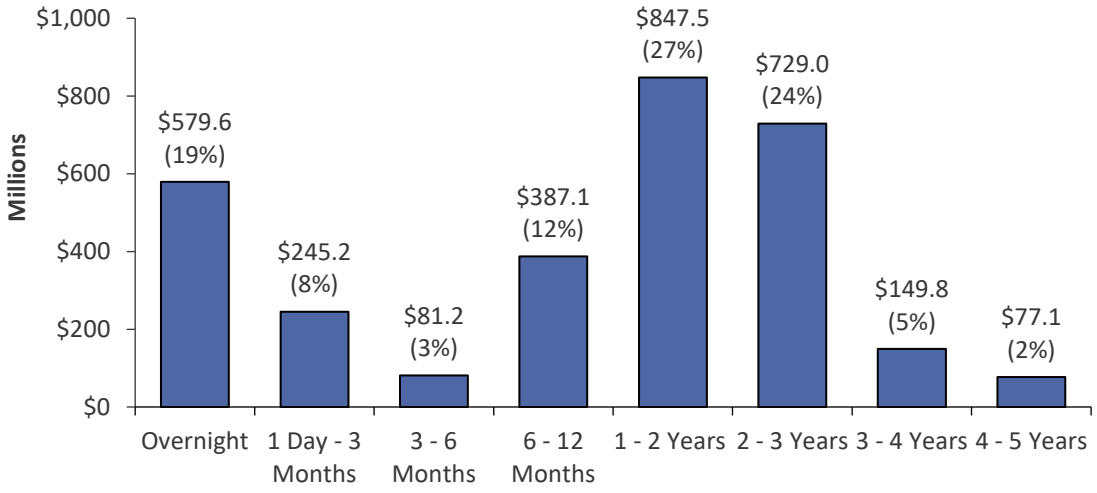


Exhibit B
County of Monterey
Portfolio Management
Portfolio Details - Investments
September 30, 2025

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	S&P	YTM	Maturity Date
Certificates of Deposit - Bank												
63873TDQ8	12913	Natixis NY Branch		06/17/2025	20,000,000.00	20,048,600.00	20,000,000.00	4.380	N/A	A-1	4.380	06/18/2026
89115DB88	12901	Toronto Dominion Bank		04/30/2025	26,950,000.00	26,966,439.50	26,950,000.00	4.180		A-1	4.180	04/29/2026
89115DY83	12933	Toronto Dominion Bank		09/30/2025	23,800,000.00	23,800,000.00	23,800,000.00	3.940		A-1	3.940	09/29/2026
		Subtotal and Average	**47,208,695.65**		**70,750,000.00**	**70,815,039.50**	**70,750,000.00**				**4.156**	
Money Market Accts - GC 53601(k)(2)												
SYS12159	12159	DREYFUS AMT FREE TAX EXEMPT MM			0.00	0.00	0.00	4.176			4.176	
SYS12160	12160	State Local Govern Series		10/08/2024	10,158,010.62	10,158,010.62	10,158,010.62	3.025			3.025	
SYS12160	12161	State Local Govern Series		11/05/2024	12,702.00	12,702.00	12,702.00	3.027			3.027	
		Subtotal and Average	**10,135,466.71**		**10,170,712.62**	**10,170,712.62**	**10,170,712.62**				**3.025**	
State Pool - GC 16429.1												
SYS11361	11361	LAIF			6,300,930.10	6,300,930.10	6,300,930.10	4.402			4.402	
		Subtotal and Average	**2,406,364.88**		**6,300,930.10**	**6,300,930.10**	**6,300,930.10**				**4.402**	
CALTRUST/CAMP - GC 53601(p)												
SYS12211	12211	CalTrust Liquidity			256,050,000.00	256,050,000.00	256,050,000.00	4.319			4.319	
SYS12219	12219	CalTrust MERMA			384,454.67	384,454.67	384,454.67	4.321			4.321	
SYS10379	10379	Calif. Asset Mgmt			306,500,000.00	306,500,000.00	306,500,000.00	4.360		AAA	4.360	
		Subtotal and Average	**460,839,533.30**		**562,934,454.67**	**562,934,454.67**	**562,934,454.67**				**4.341**	
SWEEP ACCOUNT-MORG STNLY												
SYS12041	12041	Morgan Stanley			1.00	1.00	1.00	0.026			0.026	
		Subtotal and Average	**1.00**		**1.00**	**1.00**	**1.00**				**0.026**	
SWEEP ACCOUNT - CUSTOM												
SYS12138	12138	Morgan Stanley			152,082.61	152,082.61	152,082.61	4.146			4.146	
		Subtotal and Average	**241,977.48**		**152,082.61**	**152,082.61**	**152,082.61**				**4.146**	
Medium Term Notes - GC 53601(k)												
00724PAC3	12617	ADOBE INC		07/06/2022	65,000.00	63,620.70	63,950.96	2.150	A1	A+	3.469	02/01/2027
00724PAF6	12795	ADOBE INC		04/04/2024	130,000.00	133,504.80	129,864.09	4.800	A1	A+	4.834	04/04/2029
00724PAE9	12798	ADOBE INC		04/05/2024	10,000,000.00	10,146,700.00	10,000,553.57	4.850	A1	A+	4.846	04/04/2027
00724PAH2	12916	ADOBE INC		06/30/2025	15,000,000.00	15,286,650.00	15,235,909.92	4.750	A1	A+	3.999	01/17/2028
02079KAC1	12738	Alphabet INC		09/08/2023	10,000,000.00	9,848,700.00	9,768,228.19	1.998	Aa2	AA+	4.882	08/15/2026
023135BX3	12636	Amazon		11/17/2022	5,000,000.00	4,911,950.00	4,901,747.45	1.000	A1	AA	4.494	05/12/2026
023135BX3	12668	Amazon		12/19/2022	10,000,000.00	9,823,900.00	9,807,948.65	1.000	A1	AA	4.402	05/12/2026

County of Monterey
Portfolio Management
Portfolio Details - Investments
September 30, 2025

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	S&P	YTM	Maturity Date
Medium Term Notes - GC 53601(k)												
023135BX3	12704	Amazon		06/06/2023	5,950,000.00	5,845,220.50	5,833,136.31	1.000	A1	AA	4.448	05/12/2026
023135CF1	12778	Amazon		02/15/2024	10,000,000.00	9,926,700.00	9,809,613.36	3.300	A1	AA	4.648	04/13/2027
025816CM9	12544	American Express Credit		11/23/2021	135,000.00	131,629.05	134,950.55	1.650	A2	A-	1.685	11/04/2026
032654BE4	12912	ANALOG DEVICES INC		06/16/2025	255,000.00	258,251.25	254,788.70	4.500	A2	A-	4.520	06/15/2030
032654BE4	12927	ANALOG DEVICES INC		09/10/2025	9,000,000.00	9,114,750.00	9,188,196.98	4.500	A2	A-	3.999	06/15/2030
037833ET3	12693	Apple Inc Corp Notes		05/10/2023	155,000.00	155,897.45	154,843.94	4.000		AA+	4.043	05/10/2028
037833EB2	12695	Apple Inc Corp Notes		05/16/2023	5,000,000.00	4,942,500.00	4,947,188.95	0.700	Aaa	AA+	3.884	02/08/2026
037833CJ7	12764	Apple Inc Corp Notes		12/08/2023	10,000,000.00	9,943,300.00	9,850,392.29	3.350	Aaa	AA+	4.546	02/09/2027
037833EY2	12902	Apple Inc Corp Notes		05/12/2025	10,000,000.00	10,067,500.00	9,994,162.31	4.000	Aaa	AA+	4.024	05/12/2028
037833EH9	12918	Apple Inc Corp Notes		06/30/2025	10,000,000.00	9,374,900.00	9,310,016.86	1.400	Aaa	AA+	4.003	08/05/2028
04636NAA1	12526	Astrazeneca Finance LLC		07/23/2021	135,000.00	132,579.45	135,083.98	1.200	A1	A+	1.101	05/28/2026
04636NAK9	12786	Astrazeneca Finance LLC		02/27/2024	10,000,000.00	10,112,500.00	9,992,371.18	4.800	A1	A+	4.859	02/26/2027
06428CAA2	12720	BANK OF AMERICA NA		08/18/2023	250,000.00	253,110.00	250,000.00	5.526	Aa1	A+	5.526	08/18/2026
09247XAN1	12745	BLACKROCK INC		10/05/2023	10,000,000.00	9,914,400.00	9,709,475.81	3.200	Aa3	AA-	5.414	03/15/2027
09290DAA9	12791	BLACKROCK INC		03/18/2024	300,000.00	306,867.00	299,806.91	4.700	Aa3	AA-	4.721	03/14/2029
09290DAH4	12832	BLACKROCK INC		07/26/2024	110,000.00	111,464.10	109,998.00	4.600	Aa3	AA-	4.601	07/26/2027
05565ECH6	12797	BMW US CAPITAL LLC		04/05/2024	10,000,000.00	10,124,100.00	9,974,080.22	4.900	A2	A	5.088	04/02/2027
06051GFX2	12562	Bank of America Corp		02/03/2022	90,000.00	89,718.30	90,641.68	3.500	A1	A-	2.137	04/19/2026
110122CN6	12722	BRISTOL-MYERS SQUIBB		08/24/2023	10,000,000.00	9,950,400.00	9,872,095.55	3.200	A2	A	5.169	06/15/2026
110122DD7	12750	BRISTOL-MYERS SQUIBB		10/31/2023	10,000,000.00	9,917,900.00	9,637,756.81	3.450	A2	A	5.371	11/15/2027
14913UAA8	12708	CATERPILLAR FINL SERVC		07/07/2023	5,000,000.00	5,014,450.00	4,981,456.81	4.350	A2	A	4.995	05/15/2026
14913UAL4	12809	CATERPILLAR FINL SERVC		05/14/2024	10,000,000.00	10,173,500.00	9,996,599.17	5.000	A2	A	5.023	05/14/2027
808513BF1	12628	CHARLES SCHWAB CORP		10/31/2022	10,000,000.00	9,859,800.00	9,826,578.51	0.900	A2	A-	5.203	03/11/2026
17275RBQ4	12785	Cisco Systems Inc Corp		02/27/2024	10,000,000.00	10,120,100.00	9,999,204.36	4.800	A1	AA-	4.806	02/26/2027
17275RBR2	12792	Cisco Systems Inc Corp		03/18/2024	150,000.00	153,919.50	150,466.09	4.850	A1	AA-	4.746	02/26/2029
17275RBW1	12885	Cisco Systems Inc Corp		02/24/2025	40,000.00	40,615.20	39,965.48	4.550	A1	AA-	4.589	02/24/2028
17275RBW1	12892	Cisco Systems Inc Corp		03/31/2025	10,000,000.00	10,153,800.00	10,053,120.42	4.550	A1	AA-	4.305	02/24/2028
17275RBW1	12917	Cisco Systems Inc Corp		06/30/2025	10,000,000.00	10,153,800.00	10,111,900.52	4.550	A1	AA-	4.037	02/24/2028
17325FBB3	12743	Citibank		09/29/2023	310,000.00	325,162.10	310,000.00	5.803		A+	5.803	09/29/2028
17325FBF4	12807	Citibank		04/30/2024	5,000,000.00	5,033,800.00	4,999,564.58	5.438		A+	5.454	04/30/2026
17325FBK3	12844	Citibank		09/13/2024	12,000,000.00	12,289,920.00	12,230,210.10	4.838	Aa3	A+	4.271	08/06/2029
17325FBK3	12915	Citibank		06/30/2025	15,000,000.00	15,362,400.00	15,283,193.09	4.838	Aa3	A+	4.287	08/06/2029
191216CU2	12748	Coca- Cola Co		10/31/2023	10,000,000.00	9,627,600.00	9,438,883.72	1.450	A1	A+	5.182	06/01/2027
194162AQ6	12679	COLGATE-PALMOLIVE CO		03/01/2023	130,000.00	130,443.30	129,978.94	4.800		A+	4.842	03/02/2026
194162AT0	12900	COLGATE-PALMOLIVE CO		05/02/2025	105,000.00	105,822.15	104,948.96	4.200	Aa3	A+	4.212	05/01/2030
532457CQ9	12838	ELI LILLY & CO		08/14/2024	35,000.00	35,247.80	34,940.68	4.200	A1	A+	4.249	08/14/2029
532457CU0	12881	ELI LILLY & CO		02/13/2025	5,000,000.00	5,074,550.00	4,992,231.37	4.550	Aa3	A+	4.621	02/12/2028
532457CU0	12890	ELI LILLY & CO		03/31/2025	10,000,000.00	10,149,100.00	10,068,674.30	4.550	Aa3	A+	4.229	02/12/2028

County of Monterey
Portfolio Management
Portfolio Details - Investments
September 30, 2025

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	S&P	YTM	Maturity Date
Medium Term Notes - GC 53601(k)												
632457CK2	12914	ELI LILLY & CO		06/30/2025	9,000,000.00	9,117,507.99	9,117,507.99	4.500	Aa3	A+	4.068	02/09/2029
369604BZ5	12920	General Electric		07/29/2025	40,000.00	40,237.60	39,922.76	4.300		A-	4.345	07/29/2030
369550BN7	12669	General Dynamics Corp		12/19/2022	10,000,000.00	9,818,800.00	9,805,758.45	1.150	A2	A	4.317	06/01/2026
38143U8H7	12719	Goldman Sachs		08/11/2023	10,000,000.00	9,977,300.00	9,939,705.91	3.750	A2	BBB+	5.382	02/25/2026
38141GWB6	12835	Goldman Sachs		08/12/2024	10,000,000.00	9,971,200.00	9,906,988.12	3.850	A2	BBB+	4.603	01/26/2027
437076CA8	12616	Home Depot Inc		07/06/2022	65,000.00	63,721.45	64,175.90	2.500	A2	A	3.399	04/15/2027
437076CN0	12626	Home Depot Inc		10/28/2022	65,000.00	64,068.55	63,190.76	2.875	A2	A	4.911	04/15/2027
437076CV2	12762	Home Depot Inc		12/08/2023	10,000,000.00	10,103,800.00	10,019,085.18	4.950	A2	A	4.741	09/30/2026
437076CA8	12803	Home Depot Inc		04/15/2024	10,000,000.00	9,803,300.00	9,645,850.37	2.500	A2	A	5.007	04/15/2027
437076DC3	12822	Home Depot Inc		06/25/2024	55,000.00	56,323.30	54,735.12	4.750	A2	A	4.897	06/25/2029
440452AK6	12789	HORMEL FOODS CORP		03/08/2024	10,000,000.00	10,112,400.00	10,001,320.60	4.800	A1	A-	4.789	03/30/2027
438516BL9	12654	Honeywell International		12/09/2022	10,000,000.00	9,839,200.00	9,817,017.12	2.500	A2	A	4.354	11/01/2026
438516BL9	12659	Honeywell International		12/13/2022	2,600,000.00	2,558,192.00	2,550,786.91	2.500	A2	A	4.420	11/01/2026
02665WEK3	12709	American Honda Finance		07/07/2023	70,000.00	70,592.20	69,978.00	5.250	A3	A-	5.295	07/07/2026
40428HR95	12909	HSBC Securites		06/05/2025	5,000,000.00	5,070,700.00	5,018,026.35	4.650	A2	A-	4.504	06/03/2028
427866BH0	12689	HERSHEY COMPANY		05/04/2023	60,000.00	58,105.80	59,955.53	4.250	A1	A	4.282	05/04/2028
427866BH0	12690	HERSHEY COMPANY		05/04/2023	60,000.00	58,105.80	59,959.57	4.250	A1	A	4.279	05/04/2028
427866BH0	12747	HERSHEY COMPANY		10/31/2023	9,804,000.00	9,584,705.54	9,584,705.54	4.250	A1	A	5.230	05/04/2028
427866BK3	12884	HERSHEY COMPANY		02/24/2025	45,000.00	45,714.15	44,975.19	4.550	A1	A	4.575	02/24/2028
427866BK3	12898	HERSHEY COMPANY		04/15/2025	5,000,000.00	5,079,350.00	5,032,205.25	4.550	A1	A	4.253	02/24/2028
459200JZ5	12527	IBM Corp Notes		07/23/2021	120,000.00	119,458.80	121,600.07	3.300	A3	A-	1.094	05/15/2026
459200KH3	12604	IBM Corp Notes		06/03/2022	70,000.00	67,494.00	68,041.57	1.700	A3	A-	3.598	05/15/2027
24422EWA3	12573	John Deere Capital Corp		02/28/2022	65,000.00	63,212.50	64,523.95	1.700	A1	A	2.309	01/11/2027
24422EWK1	12641	John Deere Capital Corp		11/28/2022	150,000.00	150,706.50	148,720.20	4.150	A1	A	4.640	09/15/2027
24422EVK2	12707	John Deere Capital Corp		07/06/2023	9,200,000.00	9,106,988.00	9,093,383.64	0.700	A1	A	5.021	01/15/2026
24422EXM6	12787	John Deere Capital Corp		03/07/2024	10,000,000.00	10,131,000.00	9,999,904.64	4.850	A1	A	4.851	03/05/2027
24422EYE3	12908	John Deere Capital Corp		06/05/2025	165,000.00	167,567.40	164,918.19	4.550	N/A	N/A	4.562	06/05/2030
24422EYE3	12925	John Deere Capital Corp		09/08/2025	10,000,000.00	10,155,600.00	10,231,734.97	4.550	N/A	N/A	4.000	06/05/2030
478160DH4	12883	Johnson & Johnson		02/20/2025	50,000.00	50,990.00	49,976.87	4.550	Aaa	AAA	4.570	03/01/2028
478160DJ0	12888	Johnson & Johnson		03/21/2025	300,000.00	308,970.00	304,520.78	4.700	Aaa	AAA	4.311	03/01/2030
478160DH4	12891	Johnson & Johnson		03/31/2025	10,000,000.00	10,198,000.00	10,076,891.43	4.550	Aaa	AAA	4.198	03/01/2028
46625HRV4	12545	JP Morgan Chase		11/23/2021	125,000.00	123,821.25	126,466.62	2.950	A1	A	1.830	10/01/2026
46625HRV4	12723	JP Morgan Chase		08/25/2023	5,000,000.00	4,952,850.00	4,885,564.52	2.950	A1	A	5.142	10/01/2026
539830BH1	12528B	Lockheed Martin Corp		07/23/2021	58,000.00	57,878.20	58,402.74	3.550	A2	A-	0.947	01/15/2026
539830CK3	12921	Lockheed Martin Corp		07/28/2025	25,000.00	25,156.00	24,970.07	4.150		A-	4.194	08/15/2028
539830CL1	12932	Lockheed Martin Corp		09/30/2025	10,000,000.00	10,078,100.00	10,086,350.77	4.400	A2	A-	4.198	08/15/2030
571676AY1	12886	MARS INC		03/12/2025	70,000.00	71,314.60	69,932.81	4.800	N/A	A	4.825	03/01/2030
57636QAR5	12625	MASTERCARD INC		10/06/2022	65,000.00	64,494.95	63,981.37	3.300	A1	A+	4.475	03/26/2027

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Medium Term Notes - GC 53601(k)												
57636QAR5	12721	MASTERCARD INC		08/24/2023	5,000,000.00	4,961,150.00	4,886,064.05	3.300	A1	A+	4.993	03/26/2027
58933YAY1	12610	MERCK & CO INC		06/30/2022	5,000,000.00	4,934,700.00	4,947,653.73	0.750	A1	A+	3.585	02/24/2026
58933YBH7	12694	MERCK & CO INC		05/17/2023	60,000.00	60,327.00	59,974.46	4.050	A1	A+	4.068	05/17/2028
58933YBJ3	12929	MERCK & CO INC		09/12/2025	5,000,000.00	5,040,250.00	5,070,248.84	4.300	Aa3	A+	3.953	05/17/2030
58933YBQ7	12934	MERCK & CO INC		09/30/2025	10,000,000.00	10,009,900.00	10,010,394.17	4.150	Aa3	A+	4.126	09/15/2030
30303M8S4	12839	META PLATFORMS INC		08/15/2024	245,000.00	248,116.40	246,054.95	4.300	Aa3	AA-	4.147	08/15/2029
594918BY9	12751	MICROSOFT CORP		10/31/2023	13,600,000.00	13,519,352.00	13,294,899.91	3.300	Aaa	AAA	5.128	02/06/2027
637639AQ8	12906	National Secs Clearing		05/20/2025	340,000.00	347,388.20	340,627.36	4.700	Aaa	AA+	4.655	05/20/2030
665859AW4	12598	Northern Trust Corp		05/12/2022	75,000.00	75,117.00	75,162.30	4.000	A2	A+	3.849	05/10/2027
665859AW4	12744	Northern Trust Corp		10/05/2023	5,925,000.00	5,934,243.00	5,773,604.35	4.000	A2	A+	5.781	05/10/2027
665859AW4	12788	Northern Trust Corp		03/08/2024	5,000,000.00	5,007,800.00	4,936,472.24	4.000	A2	A+	4.860	05/10/2027
69371RS49	12683	PACCAR FINANCIAL CORP		03/30/2023	250,000.00	250,552.50	249,972.24	4.450	A1	A+	4.474	03/30/2026
69371RT71	12928	PACCAR FINANCIAL CORP		09/12/2025	6,500,000.00	6,616,740.00	6,653,974.45	4.550	A1	A+	3.980	05/08/2030
713448FW3	12753	Pepsico Inc Corp Note		11/13/2023	5,000,000.00	5,065,750.00	4,999,981.48	5.125	A1	A+	5.125	11/10/2026
713448FX1	12831	Pepsico Inc Corp Note		07/17/2024	160,000.00	162,843.20	159,811.80	4.500	A1	A+	4.535	07/17/2029
713448GH5	12926	Pepsico Inc Corp Note		09/09/2025	10,000,000.00	10,061,000.00	10,138,540.25	4.300	A1	A+	3.975	07/23/2030
717081EA7	12737	PFIZER INC		09/08/2023	6,135,000.00	6,075,797.25	6,002,051.47	3.000	A2	A	4.968	12/15/2026
693475AT2	12642	PNC Bank NA		11/28/2022	200,000.00	197,378.00	194,785.01	3.150	A3	A-	4.949	05/19/2027
693475BB0	12638	PNC FINANCIAL SERVICES		11/18/2022	5,000,000.00	4,882,250.00	4,855,691.30	1.150	A3	A-	4.829	08/13/2026
693475AX3	12650	PNC FINANCIAL SERVICES		11/30/2022	5,000,000.00	4,943,800.00	4,918,682.56	2.600	A3	A-	4.809	07/23/2026
693475BL8	12673	PNC FINANCIAL SERVICES		01/24/2023	755,000.00	755,815.40	755,000.00	4.758	A3	A-	4.758	01/26/2027
693475BL8	12674	PNC FINANCIAL SERVICES		01/24/2023	3,800,000.00	3,804,104.00	3,801,351.87	4.758	A3	A-	4.719	01/26/2027
857477BX0	12630	State Street Corp		11/04/2022	10,000,000.00	10,011,700.00	9,997,762.08	5.751	A1	A	5.781	11/04/2026
857477CD3	12715	State Street Corp		08/03/2023	180,000.00	181,706.40	180,000.00	5.272	A1	A	5.272	08/03/2026
857477CD3	12742	State Street Corp		09/11/2023	10,000,000.00	10,094,800.00	9,986,957.77	5.272	A1	A	5.440	08/03/2026
857449AC6	12866	State Street Bank & Trust		11/25/2024	23,925,000.00	24,108,744.00	23,925,000.00	4.594		AA-	4.594	11/25/2026
89236TKX2	12718	Toyota Motor Corporation		08/14/2023	10,000,000.00	10,088,600.00	9,996,493.24	5.000	A1	A+	5.044	08/14/2026
89236TMK8	12833	Toyota Motor Corporation		08/09/2024	80,000.00	81,222.40	79,980.88	4.550	A1	A+	4.557	08/09/2029
89236TMK8	12834	Toyota Motor Corporation		08/09/2024	30,000.00	30,458.40	29,953.04	4.550	A1	A+	4.596	08/09/2029
89236THG3	12843	Toyota Motor Corporation		09/13/2024	10,000,000.00	9,517,400.00	9,516,352.00	1.150	A1	A+	3.917	08/13/2027
89236TMY8	12876	Toyota Motor Corporation		01/13/2025	5,000,000.00	5,043,800.00	4,995,302.17	4.600	A1	A+	4.678	01/08/2027
87612EBM7	12558	TARGET CORP		01/24/2022	35,000.00	34,169.45	34,984.59	1.950	A2	A	1.986	01/15/2027
87612EBM7	12559	TARGET CORP		01/24/2022	65,000.00	63,457.55	65,011.96	1.950	A2	A	1.935	01/15/2027
87612EBM7	12749	TARGET CORP		10/31/2023	10,000,000.00	9,762,700.00	9,602,343.15	1.950	A2	A	5.347	01/15/2027
87612EBU9	12911	TARGET CORP		06/10/2025	45,000.00	45,447.75	44,999.60	4.350			4.350	06/15/2028
882508CE2	12780	Texas Instruments INC		02/15/2024	10,000,000.00	10,095,000.00	9,985,113.14	4.600		A+	4.719	02/08/2027
882508CK8	12931	Texas Instruments INC		09/29/2025	10,300,000.00	10,474,379.00	10,458,430.49	4.500	Aa3	A+	4.126	05/23/2030
91324PDE9	12779	United Health Group Inc		02/15/2024	10,000,000.00	9,804,400.00	9,660,691.82	2.950	A2	A+	4.783	10/15/2027

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Medium Term Notes - GC 53601(k)												
91324PEY4	12799	United Health Group Inc		04/05/2024	10,000,000.00	10,081,900.00	9,954,307.71	4.600	A2	A+	4.921	04/15/2027
92826CAD4	12629	Visa Inc		10/31/2022	10,000,000.00	9,981,900.00	9,970,728.50	3.150	Aa3	AA-	4.718	12/14/2025
931142EM1	12572	Walmart Inc		02/25/2022	60,000.00	59,692.20	60,395.69	3.050	Aa2	AA	2.114	07/08/2026
931142ER0	12637	Walmart Inc		11/17/2022	10,000,000.00	9,746,200.00	9,704,270.29	1.050	Aa2	AA	4.429	09/17/2026
931142ER0	12681	Walmart Inc		03/28/2023	6,750,000.00	6,578,685.00	6,563,178.70	1.050	Aa2	AA	4.173	09/17/2026
931142FB4	12684	Walmart Inc		04/18/2023	80,000.00	80,287.20	79,925.13	3.900	Aa2	AA	3.394	04/15/2028
94988J6F9	12768	Wells Fargo Bank NA		12/11/2023	8,800,000.00	8,926,456.00	8,811,562.22	5.254		A+	5.132	12/11/2026
		Subtotal and Average	**655,755,744.04**		**680,067,000.00**	**679,927,148.53**	**674,819,199.11**				**4.649**	
Negotiable CDs - GC 53601(i)												
06051WVD3	12899	BANK OF AMERICA NA		04/24/2025	19,000,000.00	19,024,320.00	19,000,000.00	4.280	N/A	A-1	4.280	04/23/2026
06367DQN8	12904	Bank of Montreal Chicago		05/14/2025	25,000,000.00	25,053,000.00	25,000,000.00	4.400	N/A	A-1	4.400	05/13/2026
63873TCS5	12905	Natixis NY Branch		05/15/2025	30,000,000.00	30,063,300.00	30,000,000.00	4.430	N/A	A-1	4.430	05/15/2026
78015JGU5	12907	Royal Bank of Canada		06/03/2025	35,000,000.00	35,063,000.00	35,000,000.00	4.290	N/A	A-1+	4.290	06/02/2026
		Subtotal and Average	**112,804,347.83**		**109,000,000.00**	**109,203,620.00**	**109,000,000.00**				**4.352**	
Commercial Paper Disc.- GC 53601(h)												
09659BZ86	12893	BNP Paribas NY		04/07/2025	25,000,000.00	24,807,750.00	24,809,222.22	4.040	P-1	A-1	4.154	12/08/2025
22533TX35	12894	Credit Agricole Securities USA		04/08/2025	50,000,000.00	49,988,500.00	49,988,666.67	4.080	P-1	A-1	4.164	10/03/2025
62479LXH3	12877	MUFG Bank LTD/NY		01/24/2025	20,000,000.00	19,963,600.00	19,961,244.44	4.360	P-1	A-1	4.505	10/17/2025
62479MAW3	12903	MUFG Bank LTD/NY		05/09/2025	21,000,000.00	20,716,290.00	20,701,432.51	4.230	P-1	A-1	4.419	01/30/2026
		Subtotal and Average	**124,073,010.85**		**116,000,000.00**	**115,476,140.00**	**115,460,565.84**				**4.267**	
Fed Agcy Coupon Sec - GC 53601(f)												
3130AKJW7	12451	Federal Home Loan Bank		12/16/2020	25,000,000.00	24,826,000.00	25,001,028.35	0.600	Aaa	AA+	0.580	12/15/2025
3130APHY4	12701	Federal Home Loan Bank		05/31/2023	25,000,000.00	24,968,500.00	24,965,270.49	0.880	Aaa	AA+	4.696	10/15/2025
3130ANNU0	12767	Federal Home Loan Bank		12/08/2023	25,000,000.00	24,382,500.00	24,255,125.26	0.900	Aaa	AA+	4.439	08/26/2026
3130AYPN0	12775	Federal Home Loan Bank		01/29/2024	25,000,000.00	25,161,250.00	24,975,515.95	4.125		AA+	4.207	01/15/2027
3130B0R50	12804	Federal Home Loan Bank		04/15/2024	13,905,000.00	13,956,587.55	13,861,788.17	5.000		AA+	5.110	01/05/2029
3130B1GN1	12816	Federal Home Loan Bank		05/22/2024	31,350,000.00	31,511,766.00	31,332,878.61	5.125	Aaa	AA+	5.142	05/21/2029
3130B1W45	12825	Federal Home Loan Bank		07/02/2024	13,800,000.00	13,837,950.00	13,800,000.00	5.180		AA+	5.180	07/02/2029
3134HA6A6	12879	Freddie Mac Discount Security		02/11/2025	30,000,000.00	30,034,800.00	30,000,000.00	4.550	Aaa	AA+	4.550	02/11/2028
		Subtotal and Average	**198,427,206.49**		**189,055,000.00**	**188,679,353.55**	**188,191,606.83**				**4.168**	
US Treasury Note-GC 53601(b)												
91282CBQ3	12466	U.S. Treasury		03/04/2021	250,000.00	246,532.50	249,769.26	0.500	Aaa	N/A	0.729	02/28/2026
91282CBH3	12467	U.S. Treasury		03/04/2021	250,000.00	247,025.00	249,716.43	0.375	Aaa	N/A	0.721	01/31/2026
91282CCF6	12513	U.S. Treasury		06/07/2021	200,000.00	195,988.00	199,955.31	0.750		N/A	0.784	05/31/2026

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US Treasury Note-GC 53601(b)												
91282CBW0	12518	U.S. Treasury		06/25/2021	250,000.00	245,620.00	249,830.03	0.750	Aaa	N/A	0.870	04/30/2026
91282CCJ8	12540	U.S. Treasury		11/09/2021	400,000.00	391,480.00	399,390.35	0.875	Aaa	N/A	1.085	06/30/2026
91282CCW9	12541	U.S. Treasury		11/09/2021	380,000.00	369,827.40	378,817.01	0.750	Aaa	N/A	1.100	08/31/2026
912828Z78	12585	U.S. Treasury		04/08/2022	350,000.00	340,102.00	344,647.70	1.500	Aaa	N/A	2.731	01/31/2027
91282CEF4	12586	U.S. Treasury		04/08/2022	350,000.00	344,095.50	349,010.44	2.500	Aaa	N/A	2.703	03/31/2027
91282CET4	12602	U.S. Treasury		06/06/2022	450,000.00	442,548.00	447,924.64	2.625	Aaa	N/A	2.925	05/31/2027
912828V98	12603	U.S. Treasury		06/06/2022	450,000.00	441,405.00	445,971.22	2.250	Aaa	N/A	2.952	02/15/2027
91282CEN7	12605	U.S. Treasury		06/06/2022	450,000.00	443,794.50	448,760.55	2.750	Aaa	N/A	2.938	04/30/2027
91282CAT8	12606	U.S. Treasury		06/10/2022	27,000,000.00	26,914,680.00	26,941,596.36	0.250	Aaa	N/A	3.045	10/31/2025
912828X88	12613	U.S. Treasury		07/06/2022	400,000.00	391,968.00	396,788.27	2.375	Aaa	N/A	2.910	05/15/2027
9128286S4	12614	U.S. Treasury		07/06/2022	400,000.00	396,700.00	398,931.00	2.375	Aaa	N/A	2.866	04/30/2026
9128282A7	12615	U.S. Treasury		07/06/2022	400,000.00	392,272.00	395,418.55	1.500	Aaa	N/A	2.905	08/15/2026
912828CFB2	12623	U.S. Treasury		08/19/2022	400,000.00	397,845.50	397,845.50	2.750	Aaa	AA+	3.069	07/31/2027
91282CFW6	12640	U.S. Treasury		11/18/2022	15,000,000.00	15,006,450.00	15,004,921.23	4.500	N/A	N/A	4.214	11/15/2025
9128283F5	12643	U.S. Treasury		11/28/2022	750,000.00	729,142.50	725,178.45	2.250	Aaa	N/A	3.984	11/15/2027
9128287B0	12644	U.S. Treasury		11/28/2022	750,000.00	739,500.00	738,387.52	1.875	Aaa	N/A	4.131	06/30/2026
91282CCZ2	12645	U.S. Treasury		11/28/2022	750,000.00	729,277.50	727,743.90	0.875	Aaa	N/A	4.125	09/30/2026
9128286F2	12648	U.S. Treasury		11/28/2022	725,000.00	720,795.00	720,262.07	2.500	Aaa	N/A	4.218	02/28/2026
91282CFZ9	12660	U.S. Treasury		12/14/2022	500,000.00	502,635.00	500,962.23	3.875	Aaa	N/A	3.776	11/30/2027
91282CFM8	12661	U.S. Treasury		12/14/2022	470,000.00	474,535.50	472,591.19	4.125	Aaa	N/A	3.819	09/30/2027
91282CGH8	12676	U.S. Treasury		02/02/2023	500,000.00	498,670.00	498,549.42	3.500	Aaa	N/A	3.637	01/31/2028
91282CGC9	12677	U.S. Treasury		02/03/2023	500,000.00	502,755.00	502,541.29	3.875	Aaa	N/A	3.626	12/31/2027
91282CHA2	12691	U.S. Treasury		05/05/2023	500,000.00	498,555.00	500,848.23	3.500	Aaa	N/A	3.428	04/30/2028
91282CGT2	12692	U.S. Treasury		05/05/2023	500,000.00	500,135.00	502,107.28	3.625	Aaa	N/A	3.440	03/31/2028
9128284N7	12697	U.S. Treasury		05/22/2023	250,000.00	245,322.50	244,505.55	2.875	Aaa	N/A	3.804	05/15/2028
91282CHE4	12705	U.S. Treasury		06/06/2023	300,000.00	300,048.00	298,528.53	3.625	Aaa	N/A	3.829	05/31/2028
91282CHH7	12711	U.S. Treasury		07/10/2023	260,000.00	260,603.20	259,164.07	4.125		N/A	4.618	06/15/2026
91282CHK0	12712	U.S. Treasury		07/10/2023	260,000.00	262,550.60	258,009.75	4.000	Aaa	N/A	4.313	06/30/2028
91282CJC6	12752	U.S. Treasury		11/08/2023	29,500,000.00	29,772,875.00	29,471,481.64	4.625		N/A	4.725	10/15/2026
91282CHY0	12754	U.S. Treasury		11/15/2023	24,950,000.00	25,158,332.50	24,896,103.63	4.625		N/A	4.867	09/15/2026
91282CFW6	12755	U.S. Treasury		11/22/2023	23,750,000.00	23,760,212.50	23,739,044.02	4.500	N/A	N/A	4.897	11/15/2025
91282CDQ1	12756	U.S. Treasury		11/28/2023	24,000,000.00	23,286,480.00	23,093,124.45	1.250		N/A	4.528	12/31/2026
91282CHM6	12757	U.S. Treasury		11/28/2023	24,750,000.00	24,887,857.50	24,722,830.99	4.500		N/A	4.648	07/15/2026
91282CDF5	12759	U.S. Treasury		12/05/2023	575,000.00	537,308.75	528,990.67	1.375	Aaa	N/A	4.281	10/31/2028
91282CCY5	12760	U.S. Treasury		12/07/2023	650,000.00	606,274.50	598,472.47	1.250	Aaa	N/A	4.199	09/30/2028
91282CDL2	12761	U.S. Treasury		12/07/2023	650,000.00	608,640.50	600,650.67	1.500	Aaa	N/A	4.183	11/30/2028
91282CHY0	12763	U.S. Treasury		12/08/2023	25,000,000.00	25,208,750.00	25,060,620.21	4.625		N/A	4.350	09/15/2026
912828YQ7	12769	U.S. Treasury		12/15/2023	26,500,000.00	25,920,445.00	25,837,844.72	1.625	Aaa	N/A	4.098	10/31/2026

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US Treasury Note-GC 53601(b)												
91282CJK8	12770	U.S. Treasury		12/15/2023	24,700,000.00	24,940,331.00	24,834,335.94	4.625		N/A	4.105	11/15/2026
91282CJP7	12772	U.S. Treasury		01/16/2024	20,000,000.00	20,156,200.00	20,101,121.95	4.375		N/A	3.926	12/15/2026
91282CJT9	12773	U.S. Treasury		01/16/2024	24,600,000.00	24,692,250.00	24,623,146.75	4.000		N/A	3.922	01/15/2027
91282CDP3	12776	U.S. Treasury		01/29/2024	300,000.00	279,318.00	276,450.22	1.375	Aaa	N/A	4.066	12/31/2028
912828V98	12777	U.S. Treasury		02/13/2024	26,000,000.00	25,503,400.00	25,333,209.81	2.250	Aaa	N/A	4.258	02/15/2027
91282CEF4	12782	U.S. Treasury		02/27/2024	16,500,000.00	16,221,645.00	16,055,427.71	2.500	Aaa	N/A	4.447	03/31/2027
91282CKD2	12793	U.S. Treasury		03/25/2024	500,000.00	509,510.00	500,662.11	4.250		N/A	4.206	02/28/2029
91282CEN7	12794	U.S. Treasury		04/01/2024	25,500,000.00	25,148,355.00	24,887,455.52	2.750	Aaa	N/A	4.393	04/30/2027
91282CEN7	12800	U.S. Treasury		04/05/2024	26,000,000.00	25,641,460.00	25,341,875.00	2.750	Aaa	N/A	4.484	04/30/2027
91282CHQ7	12801	U.S. Treasury		04/15/2024	500,000.00	506,640.00	493,766.25	4.125	Aaa	N/A	4.614	07/31/2028
91282CJE2	12802	U.S. Treasury		04/15/2024	25,000,000.00	25,015,750.00	24,999,376.66	5.000		N/A	5.030	10/31/2025
912828X88	12805	U.S. Treasury		04/15/2024	26,500,000.00	25,967,880.00	25,575,536.46	2.375	Aaa	N/A	4.714	05/15/2027
91282CGV7	12817	U.S. Treasury		05/30/2024	10,175,000.00	10,170,421.25	10,109,493.80	3.750		N/A	5.019	04/15/2026
91282CJV4	12818	U.S. Treasury		06/03/2024	20,000,000.00	20,014,000.00	19,951,323.11	4.250	N/A	N/A	5.016	01/31/2026
91282CKG5	12819	U.S. Treasury		06/11/2024	500,000.00	507,615.00	494,312.11	4.125	Aaa	N/A	4.489	03/31/2029
91282CKT7	12823	U.S. Treasury		06/25/2024	440,000.00	452,342.00	443,754.07	4.500		N/A	4.239	05/31/2029
91282CKV2	12824	U.S. Treasury		07/02/2024	19,000,000.00	19,302,100.00	19,009,849.47	4.625		N/A	4.591	06/15/2027
91282CKX8	12827	U.S. Treasury		07/05/2024	400,000.00	407,952.00	398,955.32	4.250		N/A	4.328	06/30/2029
91282CJA0	12830	U.S. Treasury		07/17/2024	800,000.00	822,504.00	810,982.97	4.625	Aa1	AA+	4.120	09/30/2028
91282CKT7	12836	U.S. Treasury		08/12/2024	500,000.00	514,025.00	510,912.28	4.500		N/A	3.841	05/31/2029
912828CJW2	12837	U.S. Treasury		08/12/2024	1,000,000.00	1,004,399.45	1,004,399.45	4.000	N/A	AA+	3.855	01/31/2029
91282CEV9	12841	U.S. Treasury		09/06/2024	400,000.00	394,016.00	395,160.84	3.250	Aaa	N/A	3.604	06/30/2029
91282CLK5	12842	U.S. Treasury		09/06/2024	350,000.00	349,153.00	350,751.95	3.625	Aaa	N/A	3.565	08/31/2029
91282CLN9	12846	U.S. Treasury		10/04/2024	500,000.00	496,465.00	498,826.20	3.500	Aaa	N/A	3.565	09/30/2029
91282CFU0	12847	U.S. Treasury		10/11/2024	25,000,000.00	25,254,000.00	25,097,848.94	4.125	Aaa	N/A	3.923	10/31/2027
91282CLL3	12848	U.S. Treasury		10/11/2024	25,000,000.00	24,884,750.00	24,755,402.61	3.375	Aaa	N/A	3.909	09/15/2027
91282CLQ2	12849	U.S. Treasury		10/22/2024	5,000,000.00	5,024,600.00	4,993,188.47	3.875	Aaa	N/A	3.946	10/15/2027
91282CLQ2	12850	U.S. Treasury		10/23/2024	5,000,000.00	5,024,600.00	4,989,171.75	3.875	Aaa	N/A	3.988	10/15/2027
91282CLK5	12851	U.S. Treasury		10/28/2024	470,000.00	468,862.60	463,703.82	3.625	Aaa	N/A	4.004	08/31/2029
91282CFZ9	12852	U.S. Treasury		10/31/2024	18,250,000.00	18,346,177.50	18,164,396.09	3.875	Aaa	N/A	4.107	11/30/2027
91282CFZ9	12853	U.S. Treasury		10/31/2024	25,000,000.00	25,131,750.00	24,884,105.90	3.875	Aaa	N/A	4.104	11/30/2027
91282CLG4	12854	U.S. Treasury		10/31/2024	25,000,000.00	25,051,750.00	24,844,717.93	3.750	Aaa	N/A	4.103	08/15/2027
91282CKZ3	12855	U.S. Treasury		11/04/2024	17,000,000.00	17,213,180.00	17,063,425.74	4.375	Aaa	N/A	4.150	07/15/2027
91282CLQ2	12856	U.S. Treasury		11/05/2024	1,250,000.00	1,256,150.00	1,243,268.81	3.875	Aaa	N/A	4.158	10/15/2027
91282CLC3	12857	U.S. Treasury		11/05/2024	1,000,000.00	1,011,060.00	993,805.04	4.000	Aaa	N/A	4.179	07/31/2029
91282CFM8	12858	U.S. Treasury		11/07/2024	50,000,000.00	50,482,500.00	49,940,729.96	4.125	Aaa	N/A	4.187	09/30/2027
91282CFH9	12859	U.S. Treasury		11/07/2024	50,000,000.00	49,537,000.00	49,033,568.27	3.125	Aaa	N/A	4.205	08/31/2027
91282CGC9	12860	U.S. Treasury		11/08/2024	50,000,000.00	50,275,500.00	49,596,327.52	3.875	Aaa	N/A	4.261	12/31/2027

County of Monterey
Portfolio Management
Portfolio Details - Investments
September 30, 2025

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	S&P	YTM	Maturity Date
US Treasury Note-GC 53601(b)												
91282CKZ3	12861	U.S. Treasury		11/08/2024	50,000,000.00	50,627,000.00	50,104,060.27	4.375	Aaa	N/A	4.248	07/15/2027
91282CLQ2	12863	U.S. Treasury		11/08/2024	39,900,000.00	40,096,308.00	39,670,463.24	3.875	Aaa	N/A	4.177	10/15/2027
91282CEW7	12864	U.S. Treasury		11/08/2024	50,000,000.00	49,676,000.00	49,250,160.06	3.250	Aaa	N/A	4.164	06/30/2027
91282CGH8	12865	U.S. Treasury		11/15/2024	42,500,000.00	42,386,950.00	41,886,909.40	3.500	Aaa	N/A	4.166	01/31/2028
91282CLX7	12867	U.S. Treasury		12/03/2024	20,000,000.00	20,204,000.00	19,983,696.76	4.125	Aaa	N/A	4.166	11/15/2027
91282CMA6	12868	U.S. Treasury		12/05/2024	575,000.00	584,251.75	575,938.03	4.125	Aaa	N/A	4.081	11/30/2029
91282CLH2	12869	U.S. Treasury		12/06/2024	10,000,000.00	10,000,300.00	9,958,983.76	3.750	Aaa	N/A	4.217	08/31/2026
91282CGP0	12870	U.S. Treasury		12/10/2024	35,400,000.00	35,712,582.00	35,328,520.59	4.000		N/A	4.088	02/29/2028
91282CGT2	12871	U.S. Treasury		12/12/2024	25,000,000.00	25,006,750.00	24,709,530.60	3.625	Aaa	N/A	4.126	03/31/2028
91282CHA2	12872	U.S. Treasury		12/12/2024	21,000,000.00	20,939,310.00	20,684,649.29	3.500	Aaa	N/A	4.128	04/30/2028
91282CHE4	12873	U.S. Treasury		12/13/2024	24,000,000.00	24,003,840.00	23,688,486.17	3.625	Aaa	N/A	4.153	05/31/2028
91282CHK0	12874	U.S. Treasury		01/03/2025	25,000,000.00	25,245,250.00	24,800,103.64	4.000	Aaa	N/A	4.316	06/30/2028
91282CLR0	12875	U.S. Treasury		01/07/2025	750,000.00	761,925.00	742,670.03	4.125	Aaa	N/A	4.392	10/31/2029
91282CHQ7	12878	U.S. Treasury		01/31/2025	33,750,000.00	34,198,200.00	33,619,766.33	4.125	Aaa	N/A	4.273	07/31/2028
91282CMF5	12880	U.S. Treasury		02/11/2025	425,000.00	430,792.75	424,519.17	4.250	Aaa	N/A	4.302	01/15/2028
91282CMF5	12882	U.S. Treasury		02/18/2025	48,750,000.00	49,414,462.50	48,721,491.19	4.250	Aaa	N/A	4.276	01/15/2028
91282CGQ8	12887	U.S. Treasury		03/12/2025	625,000.00	632,250.00	624,891.59	4.000	Aaa	AA+	4.004	02/28/2030
9128284V9	12889	U.S. Treasury		03/31/2025	20,000,000.00	19,591,400.00	19,423,071.27	2.875	Aaa	AA+	3.956	08/15/2028
9128283W8	12895	U.S. Treasury		04/11/2025	6,300,000.00	6,175,260.00	6,148,388.98	2.750	Aaa	AA+	3.828	02/15/2028
9128283W8	12896	U.S. Treasury		04/11/2025	50,000,000.00	49,010,000.00	48,796,737.90	2.750	Aaa	AA+	3.828	02/15/2028
91282CMU2	12897	U.S. Treasury		04/11/2025	300,000.00	303,435.00	300,381.67	4.000	Aaa	AA+	3.968	03/31/2030
91282CNG2	12910	U.S. Treasury		06/09/2025	1,000,000.00	1,011,720.00	1,004,173.74	4.000	Aa1	AA+	3.900	05/31/2030
91282CNH0	12919	U.S. Treasury		07/07/2025	245,000.00	246,607.20	245,880.40	3.875	Aa1	AA+	3.733	06/15/2028
91282CJA0	12922	U.S. Treasury		09/02/2025	25,000,000.00	25,703,250.00	25,727,795.36	4.625	Aa1	AA+	3.589	09/30/2028
91282CNX5	12923	U.S. Treasury		09/04/2025	500,000.00	497,420.00	497,594.77	3.625			3.733	08/31/2030
91282CNK3	12924	U.S. Treasury		09/04/2025	500,000.00	503,065.00	503,211.68	3.875	Aa1	AA+	3.725	06/30/2030
91282CJF9	12930	U.S. Treasury		09/15/2025	16,950,000.00	17,553,928.50	17,606,097.05	4.875	Aa1	AA+	3.536	10/31/2028
		Subtotal and Average	**1,411,384,125.41**		**1,351,325,000.00**	**1,352,415,903.95**	**1,340,890,756.54**				**4.212**	
Negotiable CDs												
21684LGS5	12714	Cooperatieve Rabobank USA		07/20/2023	470,000.00	475,588.30	470,000.00	5.080		A+	5.080	07/17/2026
		Subtotal and Average	**2,165,652.17**		**470,000.00**	**475,588.30**	**470,000.00**				**5.080**	
Municipal Bonds												
544647FC9	12542	Los Angeles Unified SD		11/10/2021	80,000.00	78,631.20	80,000.00	1.455	Aa3	N/A	1.455	07/01/2026
		Subtotal and Average	**98,532.61**		**80,000.00**	**78,631.20**	**80,000.00**				**1.455**	

County of Monterey
Portfolio Management
Portfolio Details - Investments
September 30, 2025

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	S&P	YTM
		Total and Average	3,025,540,658.40		3,096,305,181.00	3,096,629,606.03	3,079,220,309.32				4.331

Introduced: 10/20/2025

Current Status: General Government - Consent

Version: 1

Matter Type: General Agenda Item

a. Approve and authorize County Counsel/Risk Management to execute a Professional Services Agreement ("PSA") with Kennedy/Jenks Consultants, Inc. for gauging, monitoring and reporting groundwater and lake conditions at the Lake San Antonio Resort/Marina Site and client representation with the Regional Water Quality Control Board, retroactive to June 30, 2025, through July 1, 2028 (3-year term), for an amount not to exceed $200,000; and
b. Authorize County Counsel/Risk Management to execute up to two future amendments to this agreement where the amendments do not significantly change the scope of work and do not cause an increase of more than 10% ($20,000) of the original contract amount and do not increase the total contract amount above $220,000.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve and authorize County Counsel/Risk Management to execute a Professional Services Agreement ("PSA") with Kennedy/Jenks Consultants, Inc. for gauging, monitoring and reporting groundwater and lake conditions at the Lake San Antonio Resort/Marina Site and client representation with the Regional Water Quality Control Board, retroactive to June 30, 2025, through July 1, 2028 (3-year term), in the amount not to exceed $200,000; and
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SUMMARY/DISCUSSION:
Kennedy/Jenks Consultants, Inc. provides environmental consulting and oversight of remediation activities at the Lake San Antonio Resort/Marina Site, as required by the California State Water Resources Control Board and the Regional Water Quality Control Board ("Water Boards"). The County initially entered into an agreement with Kennedy/Jenks in 2016 to address a historical fuel spill at the site..

The most recent work has involved operation of a "bioventing system" required by the Water Boards, designed to reduce the contaminant mass in the soil and groundwater in and around the affected area. Kennedy/Jenks Consultants, Inc. previously requested authority to close out the monitoring phase; however, the Regional Water Quality Control Board determined that additional monitoring and reporting are necessary to ensure that remediation is complete and conditions remain protective of water quality.

Under this new agreement, Kennedy/Jenks will continue to provide environmental consulting services, including semiannual groundwater and surface water monitoring and sampling, well resurveying, management and disposal of investigation-derived waste, data migration into a centralized database and Power BI visualization platform, and evaluation of groundwater and surface water data. The firm will also prepare and submit required reports to the Regional Board and coordinate with County staff and regulatory agencies to determine any future actions required.

The total contract amount shall not exceed $200,000 over the three-year term, from June 30, 2025, through July 1, 2028. The scope and budget are based on Regional Board requirements for continued monitoring, as detailed in Exhibit A to the Professional Services Agreement. All written reports will be submitted to David J. Bolton, Risk Manager, in accordance with the schedule provided in Exhibit A.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
County Counsel has reviewed and approved as to form; Contracts/Purchasing and the Office of the Auditor-Controller as to fiscal terms; and Risk Management for insurance and indemnity provisions.

FINANCING:
Services rendered under this agreement will be paid through the Internal Services Fund, with no impact to the General Fund.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The recommended action supports the Board's Strategic Plan Goals of Well-Being and Quality of Life and Safe and Resilient Communities by protecting public health, environmental resources, and recreational water quality at Lake San Antonio.

Mark a check to the related Board of Supervisors Strategic Plan Goals [Include one or two sentences referencing the Ordinance, Code, Board Order/Resolution, etc. in relation to this selection]:
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: David Bolton, Risk Manager, x3006
Approved by: Susan K. Blitch, County Counsel, x5045

Attachments:
Kennedy/Jenks Consultants, Inc. Agreement
Exhibit A - Scope of Services/Payment Provisions

Introduced: 10/20/2025
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

a. Approve and authorize County Counsel/Risk Management to execute a Professional Services Agreement ("PSA") with Kennedy/Jenks Consultants, Inc. for gauging, monitoring and reporting groundwater and lake conditions at the Lake San Antonio Resort/Marina Site and client representation with the Regional Water Quality Control Board, retroactive to June 30, 2025, through July 1, 2028 (3-year term), for an amount not to exceed $200,000; and
b. Authorize County Counsel/Risk Management to execute up to two future amendments to this agreement where the amendments do not significantly change the scope of work and do not cause an increase of more than 10% ($20,000) of the original contract amount and do not increase the total contract amount above $220,000.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve and authorize County Counsel/Risk Management to execute a Professional Services Agreement ("PSA") with Kennedy/Jenks Consultants, Inc. for gauging, monitoring and reporting groundwater and lake conditions at the Lake San Antonio Resort/Marina Site and client representation with the Regional Water Quality Control Board, retroactive to June 30, 2025, through July 1, 2028 (3-year term), in the amount not to exceed $200,000; and
b. Authorize County Counsel/Risk Management to execute up to two future amendments to this agreement where the amendments do not significantly change the scope of work and do not cause an increase of more than 10% ($20,000) of the original contract amount and do not increase the total contract amount above $220,000.

SUMMARY/DISCUSSION:
Kennedy/Jenks Consultants, Inc. provides environmental consulting and oversight of remediation activities at the Lake San Antonio Resort/Marina Site, as required by the California State Water Resources Control Board and the Regional Water Quality Control Board ("Water Boards"). The County initially entered into an agreement with Kennedy/Jenks in 2016 to address a historical fuel spill at the site..

The most recent work has involved operation of a "bioventing system" required by the Water Boards, designed to reduce the contaminant mass in the soil and groundwater in and around the affected area. Kennedy/Jenks Consultants, Inc. previously requested authority to close out the monitoring phase; however, the Regional Water Quality Control Board determined that additional monitoring and reporting are necessary to ensure that remediation is complete and conditions remain protective of water quality.

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The total contract amount shall not exceed $200,000 over the three-year term, from June 30, 2025, through July 1, 2028. The scope and budget are based on Regional Board requirements for continued monitoring, as detailed in Exhibit A to the Professional Services Agreement. All written reports will be submitted to David J. Bolton, Risk Manager, in accordance with the schedule provided in Exhibit A.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
County Counsel has reviewed and approved as to form; Contracts/Purchasing and the Office of the Auditor-Controller as to fiscal terms; and Risk Management for insurance and indemnity provisions.

FINANCING:
Services rendered under this agreement will be paid through the Internal Services Fund, with no impact to the General Fund.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The recommended action supports the Board's Strategic Plan Goals of Well-Being and Quality of Life and Safe and Resilient Communities by protecting public health, environmental resources, and recreational water quality at Lake San Antonio.

Mark a check to the related Board of Supervisors Strategic Plan Goals [Include one or two sentences referencing the Ordinance, Code, Board Order/Resolution, etc. in relation to this selection]:
_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: David Bolton, Risk Manager, x3006
Approved by: Susan K. Blitch, County Counsel, x5045

Attachments:
Kennedy/Jenks Consultants, Inc. Agreement
Exhibit A - Scope of Services/Payment Provisions

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:
Kennedy/Jenks Consultants, 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 Gauging, monitoring, and reporting of groundwater and lake conditions at the Lake San Antonio Resort/ Marina Site. Client representation with the Regional Water Quality Control Board.

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 **$** 200,000.00 **.**

3. **TERM OF AGREEMENT.** The term of this Agreement is from June 30, 2025 **to** July 1, 2028, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

5. **PERFORMANCE STANDARDS.**

5.01. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed

under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

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

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:

CONTRACTOR shall indemnify, defend and hold harmless County, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR, its employees, subcontractors, and agents in the performance of design professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or willful misconduct of 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 governing board, directors, officers, employees, and agents against any claim for loss, injury, damage, expense or liability resulting from or alleging injury to or death of any person or loss of use of or damage to property, arising from or related to the performance of services under this Agreement by CONTRACTOR, its employees, subcontractors or agents, excepting only liability arising from the sole negligence, active negligence or willful misconduct of 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.

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.

9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:
The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:
For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Waiver of Subrogation:
The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10. **RECORDS AND CONFIDENTIALITY.**

10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after 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.

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 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:	**FOR CONTRACTOR:**
David J. Bolton, Risk Manager	Stephan Meurer, Regional Manager
Name and Title	Name and Title
168 W. Alisal St., 3rd Floor, Salinas, CA 93901	1500 NE Irving St., Ste. 200, Portland, OR 97232
Address	Address
(831) 796-3006	503-423-4034
Phone	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.

16.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

16.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.08 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.09 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.

16.10 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

16.11 Non-exclusive Agreement. This Agreement is non-exclusive and both 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.

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 **********

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY	CONTRACTOR
By: _____	Kennedy/Jenks Consultants, Inc.
Chief Contracts & Procurement Officer	Contractor's Business Name*
Date: _____	
By: _____	By: _____
Department Head (if applicable)	(Signature of Chair, President, or Vice-President)*
Date: _____	
By: _____	Stephen Meurer, Regional Manager
Board of Supervisors (if applicable)	Name and Title
Date: _____	Date: _____
Approved as to Form Office of the County Counsel[1] Susan K. Blitch, County Counsel	
By: _____	By: _____
County Counsel	(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*
Date: _____	
Approved as to Fiscal Provisions[2]	Laurie A. Bishop, Interim CFO
	Name and Title
By: _____	Date: _____
Auditor/Controller	
Date: _____	
Reviewed as to Liability Provisions Office of the County Counsel-Risk Management[3]	
By: _____	
David Bolton, Risk Manager	
Date: _____	

County Board of Supervisors' Agreement Number: _____.

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code § 313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of 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.

[1]Approval by the Office of County Counsel is required.

[2]Approval by Auditor/Controller is required.

[3]Review by Risk Manager is required only if changes are made in the Indemnification or Insurance paragraphs.

EXHIBIT-A

To Agreement by and between
County of Monterey hereinafter referred to as "County"
AND
Kennedy/Jenks Consultants, hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

This new scope of services supersedes any prior services identified in prior fully performed agreements.

Kennedy/Jenks Consultants (Kennedy Jenks) has been assisting the County of Monterey (County) for many years by providing environmental consulting services for the Lake San Antonio Resort/Marina site (Site) located in Monterey County, California. The following provides our scope of services respond to Regional Board requirements including monitoring and reporting activities at the Site in late 2025/early 2026.

The scope of services includes conducting one semiannual monitoring event and submitting a report for that event to the Regional Board; re-surveying the network of wells at the Site; removal and appropriate disposal of onsite investigation-derived waste; migrating the available historic Site data into a database and PowerBi visualization platform; evaluation of the compiled information; preparation for and participation in a project direction review meeting with the Regional Board; developing a future scope of work based on the outcome of that meeting; and associated project management, client, and agency communications. The services are expected to be provided from 30 June 2025 to early 2026.

Outstanding Invoice and Post-Invoice Billings Accrued

As discussed with David Bolton, the following project charges set up under the prior contract will be migrated over and billed under this new contract:

- Invoice 182433 for $7,217.73 dated 27 August 2025 for services rendered from 30 June 2025 through 25 July 2025.
- An additional $16,262.28 in charges have been accrued from 28 July 2025 through 26 September 2025 for data compilation and review, Regional Board communications, County communications, and scope of work development and costing.

Task 1 – Project Management, Client, and Agency Communications

This task includes routine project communications with the County and Regional Board, monitoring and communicating the status of the schedule and budget. This task also includes Kennedy Jenks quality assurance procedures. For purposes of this scope of services, it is assumed that the project duration will be through early 2026 and that project management will be provided for that duration. Project management will only be provided for the tasks included in this scope of services.

Task 2 – October 2025 Semiannual Monitoring and Reporting

Monitoring:

Kennedy Jenks will subcontract with Blaine Tech Services, Inc. (Blaine) to provide the groundwater monitoring at the Site. Monitoring will be conducted in October 2025. Water-level measurements will be collected at 12 monitoring wells and 5 extraction wells. Groundwater samples will be collected from 12 wells, and surface water samples will be collected at three locations within Lake San Antonio. The surface water samples will be collected as grab samples from locations near the lake shoreline. Blaine will coordinate delivery of samples to the analytical laboratory.

Twenty water samples (12 monitoring well, 5 extraction well, and 3 lake) will be analyzed for volatile organic compounds (VOCs) by EPA method 8260 and for total petroleum hydrocarbons as gasoline (TPHg) and diesel (TPHd) by EPA method 8015. Samples will be analyzed on a standard turnaround basis.

One composite investigation-derived waste sample will be collected from the purge water drums and analyzed for volatile organic compounds (VOCs) plus fuel oxygenates by EPA method 8260, Title 22 Metals EPA Method 6010B/7471A, and for total petroleum hydrocarbons as gasoline (TPHg) and diesel (TPHd) by EPA method 8015.

Quality control samples will also be collected and will consist of 2 duplicate groundwater samples, one equipment blank sample, and 1 trip blank sample. Quality control samples will be analyzed for the same suite of analyses as the water samples, with the exception of the equipment blank sample, which will only be analyzed for VOCs and fuel oxygenates by EPA Method 8260.

Investigation-derived waste generated during the monitoring event will be containerized and left onsite. Kennedy Jenks will arrange for disposal of the waste when the analytical results are available under Task 4 below.

Reporting:

Kennedy Jenks will prepare a semiannual report to summarize the results of the monitoring event. The semiannual report will be submitted to the Regional Board by 30 December 2025. The report will have a similar format to prior semiannual reports for the Site. Historical data will be included in an appendix to the report. An electronic version of the draft report will be provided to the County for review and comment prior to submittal to the Regional Board. The final report will be submitted to the Regional Board via Geotracker.

All written reports required under this Agreement must be delivered to David J. Bolton, Risk Manager, in accordance with the schedule above.

Task 3 – Re-Survey the Network of Onsite Wells

Well elevation discrepancies were identified during Kennedy Jenks historic data review activities. Therefore, budget for this task is requested to have all eighteen onsite wells resurveyed (12 groundwater monitoring wells, 5 extraction wells, and 5 air sparge wells) so accurate well elevations and location data can be incorporated into the Site database to support groundwater gradient calculations.

Task Assumption:

The survey activities will require a Kennedy Jenks staff member to visit the Site to assist with locating and opening the network of wells.

Task 4 – Investigation-Derived Waste Removal and Disposal

This task will cover the pickup and disposal of seven investigation-derived waste drums from the Site. Four drums are currently onsite from prior groundwater monitoring activities, and three drums are expected to be generated from the October 2025 sampling event.

Task Assumption:

A Site visit will not be required for the drum pickup and removal activities.

Task 5 – Data Migration, Database Setup, and PowerBi Visualization Platform Setup and Evaluation

Available historical hardcopy and GeoTracker groundwater elevation and chemical constituent data will be loaded into an environmental database. The newly collected well survey data and historical boring location data will be georeferenced and all data will be uploaded to a PowerBI. Dashboard that will aid in future data manipulation/evaluation. Kennedy Jenks will then evaluate the data set to answer key questions posed by the Regional Board including but not limited to:

- How water levels in the lake relate to groundwater elevations,
- Is there still a threat to the lake from the former release,
- Does there appear to be a secondary source of impact that has not been addressed, and
- Are there any other actions that might change the risk profile that currently exists at the Site.

This evaluation will include generation of materials that will be used to answer these questions and to convey current Site conditions to the Regional Board during the meeting identified below as Task 6.

Task Assumption:

A contingency budget of ~$4,800 has been included in the budget for this task to process data from the pre-2007 reports Kennedy Jenks has requested from the Regional Board. On 23 September 2025 the Regional Board informed Kennedy Jenks that their office is currently closed for renovations and that access to their files would be available when the office reopens in a few weeks.

Task 6 – Participation in a Future Project Status Review Meeting with the Regional Board

Once the activities in Task 5 have been completed, Kennedy Jenks will prepare for and schedule a pre-call with the County to review our findings. Thereafter, a call/meeting will be scheduled with the Regional Board to present our findings and determine the appropriate next steps for the Site.

Task 7 – Next Steps Scope of Work Development and Budgeting

Based on the outcome of the Regional Board call/meeting, Kennedy Jenks will prepare a scope of work and Contract Amendment Request for action items agreed to during the call/meeting. This will include future groundwater monitoring activities in 2026. Kennedy Jenks assumes developing a scope of work and costs for remedial actions will not be necessary.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

County shall pay an amount not to exceed $126,080 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following project task breakdown and the attached 2 January 2025 rate schedule.

Budget

Services will be provided on a time-and-expense reimbursement basis. The budget for the current scope and level of effort is summarized for each task as follows:

Task	Amount
Outstanding Invoice and Post-Invoice Billings Accrued	$23,480
Task 1 – Project Management, Client, and Agency Communications	$9,500
Task 2 – October 2025 Semiannual Monitoring and Reporting	$24,800
Task 3 – Re-Survey the Network of Onsite Wells	$9,700
Task 4 – Investigation-Derived Waste Removal and Disposal	$6,100
Task 5 – Data Migration, Database Setup, and PowerBi Visualization Platform Steup and Evaluation	$36,400
Task 6 – Participation in a Future Project Status Review Meeting with the Regional Board	$8,100
Task 7 – Next Steps Scope of Work Development and Budgeting	$8,000
Total Budget Request	**$126,080**

The budget is developed based on the scope of services and tasks stated above. If underlying assumptions are off target, we reserve the right to discuss modification of the scope and budget with the County.

Project Team

Robert (Bob) Logan, P.G. (Engineer-Scientist-Specialist 8) will serve as the Client Service Manager and Technical Lead.

William (Ryan) Strandberg, P.G. (Engineer-Scientist-Specialist 6) will serve as the Project Manager and primary point of contact for the County. Ryan will be responsible for monitoring and management of the team and budget. Ryan will coordinate and direct the Kennedy Jenks project team members.

Mike McLeod, P.G. (Engineer-Scientist-Specialist 5) will serve as the Project Geologist and will prepare the semiannual report for the Site.

Other Kennedy Jenks staff will participate on a task-specific basis, as directed by the Project Manager.

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 www.co.monterey.ca.us/auditor/policies.htm To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

B.2 CONTRACTORS BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Attachment: 2 January 2025 Schedule of Charges

Client: County of Monterey
168 W. Alisal Street, 3rd Floor,
Salinas, CA 93901

Contract/Proposal Date: 10/7/2025

Schedule of Charges

Date: January 2, 2025

PERSONNEL COMPENSATION

Classification	Hourly Rate
Aide	$70
Administrative Assistant	$94
Project Administrator	$109
CAD Technician	$121
Field Technician	$140
Senior Technician	$154
Engineer-Scientist-Specialist 1	$154
Engineer-Scientist-Specialist 2	$181
Engineer-Scientist-Specialist 3	$206
Engineer-Scientist-Specialist 4	$235
Engineer-Scientist-Specialist 5	$261
Engineer-Scientist-Specialist 6	$289
Engineer-Scientist-Specialist 7	$302
Engineer-Scientist-Specialist 8	$322
Engineer-Scientist-Specialist 9	$327

In addition to the above Hourly Rates, a three percent Communications Surcharge will be added to Personnel Compensation for normal and incidental copies, communications and postage.

DIRECT EXPENSES

Reimbursement for direct expenses from outside sources such as those listed below incurred in connection with the work, will be at cost plus ten percent for items such as:

a. Maps, photographs, reproductions, printing, equipment rental, and special supplies related to the work.
b. Laboratories, drillers, consultants, soils engineers, surveyors, contractors, and other outside services.
c. Rented vehicles, local public transportation and taxis, travel and subsistence.
d. Specific telecommunications and delivery charges.
e. Special fees, insurance, permits, and licenses applicable to the work.
f. Outside computer processing, computation, and proprietary programs purchased for the work.

Reimbursement for vehicles used in connection with the work will be at the federally approved mileage rates or at a negotiated monthly rate.

Rates for professional staff for legal proceedings or as expert witnesses will be at rates one and one-half times the Hourly Rates specified above.

Other in-house charges for prints and reproductions (generally in excess of $50), equipment usage, etc. will be at standard company rates.

Excise and gross receipts taxes, if any, will be added as a direct expense.

The foregoing Schedule of Charges is incorporated into the agreement for the services provided, for a three-year period from the specified contract date. After that three-year period, invoices will reflect the Schedule of Charges negotiated at that time.

Introduced: 10/21/2025

Current Status: General Government - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Chief Contracts and Procurement Officer or their designee to execute an Agreement with West Publishing Corporation dba West, a Thomson Reuters Business, for the subscription of West Proflex legal support software for Child Support attorneys for the period retroactive to November 1, 2025 through October 31, 2028, for the maximum amount of $85,132.
b. Accept non-standard contract provisions and insurance provisions as recommended by the Director of Child Support Services.
c. Approve and authorize the Chief Contracts and Procurement Officer or their designee to execute up to three (3) future amendments to the Agreement, provided the total amendments do not exceed 10% ($8,513) of the original Agreement amount, do not significantly alter the scope of work, and do not cause the total contract amount to exceed $93,645.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve and authorize the Chief Contracts and Procurement Officer or their designee to execute an Agreement with West Publishing Corporation dba West, a Thomson Reuters Business, for the subscription of West Proflex legal support software for Child Support attorneys for the period retroactive to November 1, 2025 through October 31, 2028, for the maximum amount of $85,132.
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SUMMARY:
It is requested that the Board authorize approval of a non-standard Agreement and amendments with West Publishing Corporation for the use of West Proflex software beginning November 1, 2025 through October 31, 2028, in the amount of $85,132. The proposed agreement will ensure continued online access to attorney reference materials essential to the child support process.

DISCUSSION:
DCSS is requesting approval to enter into a non-standard agreement with West Publishing Corporation for the use of West Proflex software. This agreement would cover the period from November 1, 2025, through October 31, 2028, for a total contract amount of $85,132.

West Proflex provides essential online access to legal reference materials that are critical to the department's ability to carry out its mandate effectively. These materials include current legal research tools, case law databases, statutes, and other attorney resources that support accurate and timely legal actions related to child support enforcement.

DCSS has been utilizing the services of West Publishing Corporation since 2010 due to the specialized nature of the software services and limited availability of comparable alternative services that meet DCSS's specific legal research needs. The proposed agreement ensures continuity of service and access to up-to-date legal resources necessary for case preparation, litigation, and compliance with state and federal regulations.

The Agreement is non-standard for the County. It adopts modifications to the County's standard agreement, set forth in Exhibit B-1. Additionally, the proposed Agreement is based upon West Publishing Corporation's standard agreement, attached as Exhibit B, "Order Form."

A three-year contract was negotiated to take advantage of discounted rates available with a longer contract and the cost of service was found to be comparable with other providers.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
County Counsel, Contracts and Procurement, and Risk Management have reviewed the agreement as to legal form and insurance requirements. Auditor-Controller's Office reviewed the contract but does not agree to the non-standard payment provisions.

FINANCING:
This agreement is funded by Federal (66%) and State (34%) funds and approval of this action does not require County General Fund contributions. Funds for this agreement are included in the Child Support Services' adopted budget for FY 2025-26, with no increase in appropriations required. Transactions relating to future fiscal years will be included in each respective recommended budget.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
Entering into this agreement aligns with the Board of Supervisors' Strategic Plan goals by indirectly enhancing the health and quality of life for families and children in Monterey County, thereby supporting the "Well-Being and Quality of Life" goal. It also supports the "Administrative" goal by providing the department with efficient, cost-effective access to online attorney reference materials.

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
_✓__Administrative

Link to the Strategic Plan:
<https://www.countyofmonterey.gov/home/showdocument?id=139569>

Prepared by: Patty Rosales, Finance Manager I, x8723
Approved by: Darrell McGowan, Director of Child Support Services, x3284

Attachments: 2025-2028 West Publishing Corporation Agreement

Docusign Envelope ID: E91B4BD5-ED93-4747-9DA1-B36489501B92

Introduced: 10/21/2025
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
_✓__Administrative

Link to the Strategic Plan:

Docusign Envelope ID: E91B4BD5-ED93-4747-9DA1-B36489501B92

<https://www.countyofmonterey.gov/home/showdocument?id=139569>

Prepared by: Patty Rosales, Finance Manager I, x8723
Approved by: Darrell McGowan, Director of Child Support Services, x3284

DocuSigned by:
Darrell McGowan
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Attachments: 2025-2028 West Publishing Corporation Agreement

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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:

West Publishing Corporation dba West, a Thomson Reuters Business

(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: Legal support software and attorney reference materials including publications for the law library and online reference products.

2.0 PAYMENT PROVISIONS:

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: **$** 85,132.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from November 01, 2025 to October 31, 2028, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement**.

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

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: West Order Form Q-10500159
Exhibit B-1: Addendum to Order Form Q-10500159

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5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

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

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

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

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.05 CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

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7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

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

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

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

9.02 **Qualifying Insurers:** All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to

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indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.
(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

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9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Waiver of Subrogation:

The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, officials,

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employees, agents, or volunteers.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

10.01 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after reciept of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining

to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

10.06 **Format of Deliverables:** For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility/.

11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses,

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pay all charges and fees, and give all notices require by law in the performance of the Services.

13.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	**FOR CONTRACTOR:**
Patty Rosales, Finance Manager Monterey County Child Support Services	West Publishing Corporation, Customer Service
Name and Title	Name and Title
1441 Schilling Place Salinas, CA 93901	P.O. Box 64833 610 Opperman Drive, Eagan, MN 55123
Address	Address
(831) 769 - 8723	(800) 328 - 4880
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

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of the services required to be rendered under this Agreement.

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.

16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

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16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.03 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

********** THIS SECTION INTENTIONALLY LEFT BLANK **********

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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: _____

Chief Contracts & Procurement Officer

Date: _____

By: _____

Department Head (if applicable)

Date: _____

Approved as to Form
Office of the County Counsel[1]
Susan K. Blitch, County Counsel

By: _____

County Counsel

Date: _____

Approved as to Fiscal Provisions

By: _____

Auditor/Controller

Date: _____

Reviewed as to Liability Provisions
Office of the County Counsel-Risk Management

By: _____

David Bolton, Risk Manager

Date: _____

CONTRACTOR

West Publishing Corporation dba West, a Thomson Reuters Business

Contractor/Business Name *

By: _____

(Signature of Chair, President, or Vice-President)

Karen Scriven Senior SCM Consultant

Name and Title

Date: October 20, 2025

Attached is a Secretary's Certificate indicating that Karen C. Scriven has signatory authority on behalf of West Publishing Corporation.

By: _____

(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Name and Title

Date: _____

County Board of Supervisors' Agreement No. _____ approved on _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code, §313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership (Corporations Code, §§16301 and 15904.02). If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign

[1]Approval by the Office of the County Counsel is required.

[2]Approval by Auditor-Controller is required.

[3]Review by Risk Management is necessary only if changes are made in the Indemnification or Insurance paragraphs.

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Thomson Reuters™

SECRETARY'S CERTIFICATE
WEST PUBLISHING CORPORATION

I, Helen V. Stamatiadis, Assistant Secretary of West Publishing Corporation, a Minnesota corporation (the "Company"), do hereby certify as an officer of the Company and not in a personal capacity that:

1. I am a duly elected, qualified and acting Assistant Secretary of the Company and the keeper of the corporate records.

2. Listed below are duly appointed officers of the Company and are hereby authorized to execute documents in the name of and on behalf of the Company in the capacity set forth opposite their names:

Ramanathan, Ragunath (Raghu)	President
Kessler, Ryan	Chief Financial Officer
Beastrom, Elizabeth	President, Tax & Accounting Professionals
McDonnell, Laura Clayton	President, Corporates
Prescott, Jennifer C.	President, Global Print
Rubley, Stephen	President, Government
Howell, Kareem	Vice President
Carlstead, Chris	Head of Partnerships & Alliances
Duran, Keyla	Manager, Government Contracts
Nelson, John S.	Director, Procurement and Proposal Management
Smelter, Sharon	Director Transformation & Commercial Policy Implementation
Thomas, Julie R.	Director, Commercial Strategy & Legal Pro, CVM & CPQ
Deutsch, Jenny	Sr. Manager Commercial Strategy, Policy & Enablement
Busbridge, Matt	General Manager, Corporates Legal
Mikesell, Charles	Senior SCM Consultant
Scriven, Karen C.	Senior SCM Consultant
Casahonda, Gerardo C.	Assistant Secretary
Corbett, Ken	Assistant Secretary
Hamm, Margaret	Assistant Secretary
Hartman, Gary	Assistant Secretary
Larson, Michael	Assistant Secretary
Stamatiadis, Helen V.	Assistant Secretary

3. The Company is an indirect, wholly owned subsidiary of Thomson Reuters Corporation, a company organized under the laws of the Province of Ontario, Canada and listed on both the Toronto Stock Exchange and the New York Stock Exchange.

IN WITNESS WHEREOF, I have hereunto set my hand as Assistant Secretary of the Company this 25th day of November 2024.

DocuSigned by:
Helen V. Stamatiadis
FAEB1FF4E8474A7...

Helen V. Stamatiadis
Assistant Secretary

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EXHIBIT A

To Agreement by and between
Monterey County Child Support Services, hereinafter referred to as "County"
AND
West Publishing Corporation, hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

CONTRACTOR will provide legal support software access for 4 attorneys to West Proflex application detailed herein.

ProFlex Product Details			
Quantity	**Unit**	**Service Material #**	**Description**
1	Each	40757482	West Proflex
4	Attorneys	41985648	Gvt - Related Documents For Government (Westlaw PRO™)
4	Attorneys	41935298	Gvt PeopleMap Premier And Company Investigator For Government (Westlaw PRO™)
4	Attorneys	42077755	Westlaw All Analytical, Enterprise access, Government
4	Attorneys	43482987	Westlaw Advantage with CoCounsel Essentials, National Primary, Enterprise Access, Government

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

a. Upon receipt of a complete and proper invoice, County shall pay a MONTHLY amount for the performance of all things necessary for the performance of work as set forth in the Scope of Services, the monthly amounts are detailed below. CONTRACTOR will provide an invoice detailing the charges based on the rates as detailed herein. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Term	Monthly Rate
November 01,2025 - October 31,2026	2,295.21
November 01,2026 - October 31,2027	2,364.07
November 01,2027 - October 31,2028	2,434.99

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b. Total compensation for the duration of this contract will not exceed $85,132.00 which is for the duration of this contract and is not an annual amount.

B.2 CONTRACTORS BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

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EXHIBIT B

Order Form

Order ID: Q-10500159

Contact your representative greg.kelly@thomsonreuters.com with any questions. Thank you.

Sold To Account Address
Account #: 1002050712
MONTEREY COUNTY CHILD SERVICES
CHIEF CHILD SUPPORT
1441 SCHILLING PL
SALINAS CA 93901-4543 US

"Customer"

Shipping Address
Account #: 1002050712
MONTEREY COUNTY CHILD SERVICES
CHIEF CHILD SUPPORT
1441 SCHILLING PL
SALINAS CA 93901-4543 US

Billing Address
Account #: 1002050712
MONTEREY COUNTY CHILD SERVICES
CHIEF CHILD SUPPORT
1441 SCHILLING PL
SALINAS, CA 93901-4543
US

This Order Form is a legal document between Customer and

A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: https://www.tr.com/trorderinginfo

West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as "Thomson Reuters", "we" or "our," in each case with respect to the products and services it is providing, and Customer will be referred to as "you", or "your" or "Client".

For Federal Customers the following shall apply: Thomson Reuters General Terms and Conditions (available here: http://tr.com/federal-general-terms-and-conditions apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions.

For non-federal customers the following shall apply: Thomson Reuters General Terms and Conditions (http://tr.com/us-general-terms-and-conditions) apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions.

ProFlex Products
See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
40757482	West Proflex	$2,295.21	36

Minimum Terms

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above plus any Bridge Term that may be outlined above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

Post Minimum Terms

Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term"), and we will notify you of any change in the Monthly Charges at least 60 days before each Automatic Renewal Term starts. You are also responsible for all Excluded Charges.

Federal government subscribers that chose a multi-year Minimum Term, those additional years will be implemented at your option pursuant to federal law. Either of us may cancel the Automatic Renewal Term by sending notice in writing at least 30 days before an Automatic Renewal Term begins. Send your notice of cancellation to Customer Service, 610 Opperman Drive., P.O. Box 64833, Eagan, MN 55123-1803.

Banded Product Subscriptions. You certify your total number of attorneys (full-time and part-time partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges to the market rate for all of your attorneys.

Miscellaneous

Applicable Law. If you are a state or local governmental entity, your state's law will apply, and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form shall be interpreted under Minnesota state law and any claim by one of us shall exclusively be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply, and any claim may be brought in any federal court.

Material Change. If, at any time during the Minimum Term or the Renewal Term, there is a material change in your organizational structure including, but not limited to merger, acquisitions, combination, significant increase in the number of attorneys at a location covered by the agreement, divestitures, downsizing or dissolution, we will modify your rates proportionally. If you acquire the assets of, or attorneys from, another entity that is a current subscriber, you assume all obligations under the agreements that apply to those assets and attorneys, and you will pay the invoiced charges on both those agreements as they become due, until a superseding agreement is negotiated in good faith.

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Excluded Charges And Schedule A Rates. If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located in the below link. Excluded Charges may change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 9 the General Terms and Conditions.

https://legal.thomsonreuters.com/content/dam/ewp-m/documents/legal/en/pdf/other/plan-2-pro-govt-agencies.pdf

http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Cancellation Notification Address. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

Returns and Refunds. You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Please see http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

Confidentiality of Ordering Document. You understand that disclosure of the terms contained in this ordering document would cause competitive harm to us, and you agree not to disclose these terms to any third person.

Product Specific Terms

Document Intelligence Product Specific Terms: The following product specific terms shall apply to the Document Intelligence products on this order form, and are incorporated by reference: http://www.thomsonreuters.com/document-intelligence-PST.

Additional Terms for Services with Generative AI Skills: The following additional terms shall apply to Thomson Reuters Products with Generative AI Skills (including but not limited to all CoCounsel branded Products; all Products with AI Assisted Research; Practical Law or Practical Law Connect, with Dynamic Tool Set; Practical Law UK Premium; Practical Law Global Premium), listed on this order form, and are incorporated into this order form by reference: http://tr.com/genai-terms.

CoCounsel Core and CoCounsel Drafting Product Specific Terms: The following product specific terms shall apply to CoCounsel Core and CoCounsel Drafting and are incorporated into this order form by reference: http://tr.com/cocounselcore-and-drafting-product-specific-terms.

Product Specific Terms and Service Levels: The following product specific terms and service levels shall apply to the HighQ products on this order form, and are incorporated by reference:

- HighQ Product Specific Terms http://tr.com/HighQ-PST
- HighQ Service Level**s:** Thomson Reuters shall provide service availability, maintenance and support for the term of the Agreement. Details are available at: http://tr.com/HighQ-SLA. Note that Sections 3.3 of the SLA does not apply to any HighQ Light packages

The Federal Product Specific Terms can be found here: http://tr.com/federal-product-specific-terms

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf. If the product is not part of your order, the product specific terms do not apply.

- Campus Research
- Hosted Practice Solutions

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- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

Drafting Tools Product Specific Terms: The following product specific terms shall apply to the Drafting Tools products (Drafting Assistant, Clause Finder, Clause Finder: Internal Agreements) on this order form, and are incorporated by reference: https://www.thomsonreuters.com/draftingassistant-and-clausefinder-pst.

Additional clause applicable to: Westlaw Advantage, Practical Law Dynamic Tool Set, CoCounsel Essentials, Westlaw Advantage with CoCounsel Essentials, Practical Law with Dynamic Tool Set with CoCounsel Essentials, CoCounsel Legal: During the term of this Agreement, Thomson Reuters may in its sole discretion issue updates, upgrades, patches, enhancements, or improvements that it makes generally available to its customers at no additional charges (collectively "Upgrades"). For the avoidance of doubt, Upgrades do not include (i) new services that are developed or acquired by Thomson Reuters or (ii) services or functionalities for which there are royalty requirements or licensing restrictions. Where your Service includes Westlaw Advantage and/or Practical Law Dynamic Tool Set, these Updates do not include access to additional or new content sets beyond those you have subscribed to as part of the Service.

Amended Terms and Conditions

Government Non-Availability of Funds for Online, Practice Solutions or Software Products

You may cancel a product or service with at least 30 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document, (e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

Acknowledgement: Order ID: Q-10500159

Signature of Authorized Representative for order	**Title**
Printed Name	**Date**

This Order Form will expire and will not be accepted after 10/29/2025.

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Attachment Order ID: Q-10500159

Contact your representative greg.kelly@thomsonreuters.com with any questions. Thank you.

Payment, Shipping, and Contact Information

Payment Method:
Payment Method: Bill to Account
Account Number: 1002050712
This order is made pursuant to:

Shipping Information:
Shipping Method: Ground Shipping - U.S. Only

Order Confirmation Contact (#28)
Contact Name: Ortiz, Lisa
Email: ortizl@co.monterey.ca.us

eBilling Contact
Contact Name Lisa Ortiz
Email **ortizl@co.monterey.ca.us**

ProFlex Multiple Location Details

Account Number	Account Name	Account Address	Action
1004597888	MONTEREY COUNTY	752 LA GUARDIA ST SALINAS CA 93905-3354 US	New
1002050712	MONTEREY COUNTY CHILD SERVICES	1441 SCHILLING PL SALINAS CA 93901-4543 US	New

ProFlex Product Details

Quantity	Unit	Service Material #	Description
1	Each	40757482	West Proflex
4	Attorneys	41985648	Gvt - Related Documents For Government (Westlaw PRO™)
4	Attorneys	41935298	Gvt PeopleMap Premier And Company Investigator For Government (Westlaw PRO™)
4	Attorneys	42077755	Westlaw All Analytical, Enterprise access, Government
4	Attorneys	43482987	Westlaw Advantage with CoCounsel Essentials, National Primary, Enterprise Access, Government

Account Contacts

Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
Lisa M	Ortiz	ortizl@co.monterey.ca.us	EML PSWD CONTACT

Lapsed Products

Sub Material	Active Subscription to be Lapsed
40757481	West Proflex
42510229	Westlaw Edge National Primary Law, Enterprise access, Government
42077754	Westlaw All Analytical, Enterprise access, Government
41935299	Gvt PeopleMap Premier And Company Investigator For Government (Westlaw PRO™)
41985649	Gvt - Related Documents For Government (Westlaw PRO™)

Charges During Minimum Term

Material #	Product Name	Year 1 Charges per Billing Freq	% incr Yr 1-2*	Year 2 Charges per Billing Freq	% incr Yr 2-3*	Year 3 Charges per Billing Freq	% incr Yr 3-4*	Year 4 Charges per Billing Freq	% incr Yr 4-5*	Year 5 Charges per Billing Freq	Billing Freq
40757482	West Proflex	$2,295.21	3.00%	$2364.07	3.00%	$2434.99	N/A	N/A	N/A	N/A	Monthly

Charges During Minimum Term

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing. Refer to Order Form for Billing Frequency Type.

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THOMSON REUTERS™

Addendum to Order Form Q-10500159

Subscriber: MONTEREY COUNTY CHILD SERVICES

Account #: 1002050712

The Order Form and its governing terms and conditions, and the County of Monterey Standard Contract, as amended (collectively the "Agreement"), between you and the applicable Thomson Reuters entities set forth on the Order Form, is amended to incorporate the terms of this Addendum. As amended, the Agreement will remain in full force and effect according to its terms and conditions. All capitalized terms not otherwise defined in this Addendum will have the meanings given to them in the Agreement. This Addendum supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. If there is a conflict between the terms and conditions of the Agreement and the terms and conditions of this Addendum, the terms and conditions of this Addendum will control.

Modifications to County of Monterey Standard Contract:

Sections 6.01 and 6.02 under the section entitled "Payment Conditions" are deleted in their entirety. Payments will be made in accordance with the Order Form Q-03888280.

Section 7.01 under the section entitled "Termination" is deleted in its entirety. You may terminate this Agreement for cause or non-availability of funds with 30 days prior written notice to us.

Section 8.0 entitled "Indemnification" is amended to state the following:

"Contractor shall indemnify defend and hold harmless the County, it officers, agents and employees from and against any and all costs, claims, demands, damages, losses and liabilities accruing or resulting in connection with the performance of this Agreement to the extent arising from or in any way related to (i) Contractor's gross negligence or intentionally tortious acts; (ii) Contractor's violation of any applicable laws in the provision of the Services for the authorized uses set forth herein; and (iii) claims that the Services being licensed under this Agreement for the authorized uses set forth herein infringes any U.S. patent, copyright, license, or other proprietary right of any third party. Contractor shall have no obligation under this section to indemnify or defend Agency against a claim of infringement resulting from Agency's modification or alteration of the data provided in conjunction with the Services or the combination of data with any product, application, or service not provided by Contractor."

Section 9.01 entitled "Evidence of Coverage" is amended to delete the 3rd sentence, as follows: "In addition, the Contractor upon request shall provide a certified copy of the policy or policies."

Section 9.03 entitled "Insurance Coverage Requirements": The last paragraph is amended to state the following:

"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, subject to any limitation of liability in this contract."

Section 10.5, Royalties and Inventions is deleted in its entirety.

Section 10.6 entitled "Format of Deliverables" is amended to state the following:

"Contractor shall observe and abide by all applicable local, state, and federal laws, in accordance with its respective Product Voluntary Product Accessibility Template (VPAT) for West ProFlex, and as described in the Digital Accessibility Policy for Thomson Reuters. Contractor is committed to advancing accessibility within its products and services for all users, including people with disabilities. With that commitment, Contractor strives to make its products accessible by targeting WCAG 2.1 AA within both its remediation and new development efforts. The accompanying VPAT outlines the

Docusign Envelope ID: CB0BB0D4-955D-4961-8F00-82252A459552

extent to which West ProFlex currently conforms with that standard. Contractor will create updated product VPATs to the extent practicable, but no more than once annually. County may request a copy of Contractor's current VPAT at any time. Contractor will be responsible to respond to and resolve any complaint brought to its attention regarding the accessibility of its products or services. County and Contractor shall work together to determine a reasonable response to and resolution of all complaints. County agrees that Contractor can satisfy its duty to respond to and resolve complaints under this provision by taking action it deems appropriate under the circumstances, which may in some instances include no further action beyond responding to the complaint."

Section 16.02, Amendments is amended to state the following:

"This Agreement may be amended or modified only by an instrument in writing signed by the County and Contractor, unless provided for in West's General Terms and Conditions."

Section 16.05, Disputes is deleted in its entirety.

Modifications to Agreement. This Agreement is null and void, if the agency does not receive board approval for new agreement.

All other terms and conditions of the Order Form will remain unchanged. Please have this document signed by your authorized representative and returned to us along with the signed Order Form.

West Publishing Corporation		**Subscriber**	
		Signed	
Accepted By	Karen Scriven	Name (please print)	
Title	Senior SCM Consultant	Title	
Date	October 20, 2025	Date	

Introduced: 10/21/2025

Current Status: General Government - Consent

Version: 1

Matter Type: General Agenda Item

a. Approve the 2025 Winter Recess for units P, Y, Z and ZX (excluding elected officials in unit Y); and,
b. Direct the Auditor-Controller to implement the 2025 Winter Recess for these specific units.

RECOMMENDATION:
It is recommended that the Board of Supervisors:

a. Approve the 2025 Winter Recess for units P, Y, Z and ZX (excluding elected officials in unit Y); and,
b. Direct the Auditor-Controller to implement the 2025 Winter Recess for these specific units.

SUMMARY:
The Human Resources Department is recommending the Board of Supervisors approve the 2025 Winter Recess for the period December 26, 2025, through December 31, 2025, for units P, Y, Z and ZX.

DISCUSSION:
As part of negotiated labor agreements with Units F, H, J and K (Service Employees International Union Local 521), D (Public Defenders' Association), E (Prosecutors Association), G (County Counsel Employee Association) and X (County Employee Management Association), the County approved wage increases of 4% for FY 2024-25, 2025-26 and 2026-27 and the Winter Recess for the span of the agreements.

In addition, your Board has historically granted the Winter Recess to the unrepresented units of P, Y, Z and ZX (excluding elected officials in Unit Y) as negotiated with represented bargaining units. Granting of the Winter Recess for these specific unrepresented units requires your Boards approval in each Fiscal Year.

It is therefore recommended your Board approve the recommended actions.

OTHER AGENCY INVOLVEMENT:
The County Administrative Office concurs with these recommendations.

FINANCING:
There is no additional impact to the general fund as this cost was already budgeted.

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: Kim Moore, Assistant Director of Human Resources, 755-5353
Approved By: Andreas Pyper, Director of Human Resources, 755-5043

Cc: Rupa Shah, Auditor-Controller

Introduced: 10/21/2025
Version: 1

Current Status: Draft
Matter Type: General Agenda Item

a. Approve the 2025 Winter Recess for units P, Y, Z and ZX (excluding elected officials in unit Y); and,
b. Direct the Auditor-Controller to implement the 2025 Winter Recess for these specific units.

RECOMMENDATION:
It is recommended that the Board of Supervisors:

a. Approve the 2025 Winter Recess for units P, Y, Z and ZX (excluding elected officials in unit Y); and,
b. Direct the Auditor-Controller to implement the 2025 Winter Recess for these specific units.

SUMMARY:
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In addition, your Board has historically granted the Winter Recess to the unrepresented units of P, Y, Z and ZX (excluding elected officials in Unit Y) as negotiated with represented bargaining units. Granting of the Winter Recess for these specific unrepresented units requires your Boards approval in each Fiscal Year.

It is therefore recommended your Board approve the recommended actions.

OTHER AGENCY INVOLVEMENT:
The County Administrative Office concurs with these recommendations.

FINANCING:
There is no additional impact to the general fund as this cost was already budgeted.

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: Kim Moore, Assistant Director of Human Resources, 755-5353
Approved By: Andreas Pyper, Director of Human Resources, 755-5043

Cc: Rupa Shah, Auditor-Controller

County of Monterey

Board Report

Legistar File Number: 25-789

Item No.58

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

November 04, 2025

Introduced: 10/23/2025

Current Status: General Government - Consent

Version: 1

Matter Type: General Agenda Item

Approve expenditure of $6,328.57 from the Board of Supervisors (District 3) discretionary funds to reimburse the City of Soledad for costs incurred in implementing the Veterans Banner Program, which honors and recognizes local veterans for their service and dedication to our nation.

RECOMMENDATION:

It is recommended that the Board of Supervisors:
Approve expenditure of $6,328.57 from the Board of Supervisors (District 3) discretionary funds to reimburse the City of Soledad for costs incurred in implementing the Veterans Banner Program, which honors and recognizes local veterans for their service and dedication to our nation.

SUMMARY/DISCUSSION:

The City of Soledad's Veterans Banner Program honors local service members by displaying personalized street banners throughout the city. This request authorizes reimbursement to the City for related program costs using District 3 discretionary funds.

The program promotes civic pride, community engagement, and recognition of veterans' service. It provides a meaningful public benefit by strengthening community connections and fostering appreciation for those who have served.

PUBLIC PURPOSE FINDINGS:

In approving this expenditure, the Board of Supervisors finds that the expenditure is for a public purpose and the transaction is not prohibited by Article XVI, Section 6 of the California Constitution. Any benefit to an individual is incidental to the significant public purpose identified in the description above.

FINANCING:

There is no impact to the General Fund. Funds will be allocated from the Third District's discretionary budget.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:

This action supports community well-being by recognizing and honoring veterans, fostering civic pride, and strengthening the social fabric of the County.

_X__ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future

____ Safe and Resilient Communities
____ Diverse and Thriving Economy

Prepared and Approved by: Supervisor Christopher Lopez, District 3

Attachments:
1: Invoice

County of Monterey

Board Report

Legistar File Number: 25-789

Item No.

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

November 04, 2025

Introduced: 10/23/2025
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

Approve expenditure of $6,328.57 from the Board of Supervisors (District 3) discretionary funds to reimburse the City of Soledad for costs incurred in implementing the Veterans Banner Program, which honors and recognizes local veterans for their service and dedication to our nation.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
Approve expenditure of $6,328.57 from the Board of Supervisors (District 3) discretionary funds to reimburse the City of Soledad for costs incurred in implementing the Veterans Banner Program, which honors and recognizes local veterans for their service and dedication to our nation.

SUMMARY/DISCUSSION:
The City of Soledad's Veterans Banner Program honors local service members by displaying personalized street banners throughout the city. This request authorizes reimbursement to the City for related program costs using District 3 discretionary funds.

The program promotes civic pride, community engagement, and recognition of veterans' service. It provides a meaningful public benefit by strengthening community connections and fostering appreciation for those who have served.

PUBLIC PURPOSE FINDINGS:
In approving this expenditure, the Board of Supervisors finds that the expenditure is for a public purpose and the transaction is not prohibited by Article XVI, Section 6 of the California Constitution. Any benefit to an individual is incidental to the significant public purpose identified in the description above.

FINANCING:
There is no impact to the General Fund. Funds will be allocated from the Third District's discretionary budget.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This action supports community well-being by recognizing and honoring veterans, fostering civic pride, and strengthening the social fabric of the County.

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

____ Diverse and Thriving Economy

Prepared and Approved by: Supervisor Christopher Lopez, District 3

Attachments:
1: Invoice

248 Main St.
P.O. Box 156
Soledad, CA 93960
831-223-5000

INVOICE

Billed To:
OFFICE OF SUPERVISOR CHRIS LOPEZ
PRISCILLA RAMOS
1011 BROADWAY STREET
SUITE C
KING CITY, CA 93930

DATE: 10/21/2025
INVOICE #: INV00196
DUE DATE: 11/21/2025
TOTAL DUE: $ 6,328.57

CUSTOMER ACCOUNT # : 60-60080

COST OF BANNERS AND BRACKETS

ITEM DESCRIPTION	UNITS	PRICE	AMOUNT
COST OF BANNERS AND BRACKETS - VETERANS BANNER PROGRAM	1.00	6,328.57	$ 6,328.57
TOTAL FOR THIS INVOICE			$ 6,328.57

For questions, contact 831-223-5172

THANK YOU!

REMIT TO:
City of Soledad
248 Main St.
P.O. Box 156
Soledad, CA 93960

County of Monterey

Board Report

Legistar File Number: MIN 25-078

Item No.59

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

November 04, 2025

Introduced: 10/29/2025

Current Status: General Government - Consent

Version: 1

Matter Type: Minutes

Approve the County of Monterey Board of Supervisors Draft Action Meeting Minutes for the following meeting date: Tuesday, October 7, 2025, and Tuesday, October 28, 2025.

County of Monterey

Board Report

Legistar File Number: MIN 25-078

Item No.

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

November 04, 2025

Introduced: 10/29/2025
Version: 1

Current Status: Agenda Ready
Matter Type: Minutes

Approve the County of Monterey Board of Supervisors Draft Action Meeting Minutes for the following meeting date: Tuesday, October 7, 2025, and Tuesday, October 28, 2025.

County of Monterey

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

Meeting Minutes - Draft

Tuesday, October 7, 2025

9:00 AM

Board of Supervisors

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

9:00 A.M. - Called to Order

The meeting was called to order by Chair Supervisor Chris Lopez.

Roll Called

Present: 3 - Supervisor Luis A. Alejo, Supervisor Chris Lopez and Supervisor Glenn Church were present

Absent: 2 - Supervisor Wendy Root Askew and Supervisor Kate Daniels

Staff Present

Sonia De La Rosa, County Administrative Officer, Susan Blitch, County Counsel and Valerie Ralph, Clerk of the Board were present.

Additions and Corrections for Closed Session by County Counsel

There were no additions and corrections for Closed Session.

Closed Session

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

a. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:
(1) Petra Mansfield (Worker's Compensation Appeals Board No. ADJ10872733, ADJ15272980)
(2) Matthew Mendoza (Worker's Compensation Appeals Board No. ADJ11907243, ADJ14459661, ADJ8699092, ADJ18699094)
(3) Gilbert Flores (Worker's Compensation Appeals Board No. ADJ6643290, ADJ7768457

Public Comments for Closed Session

Open for public comments; no comments made.

The Board Recessed for Closed Session Agenda Items

9:30 A.M. - Reconvened on Public Agenda Items

Roll Called

Present: 3 - Supervisor Luis A. Alejo, Supervisor Chris Lopez and Supervisor Glenn Church were present

Absent: 2 - Supervisor Wendy Root Askew and Supervisor Kate Daniels

Staff Present

Sonia De La Rosa, County Administrative Officer, Susan Blitch, County Counsel and Valerie Ralph, Clerk of the Board were present.

Announcement of Interpreter

Diego Celis, Spanish Interpreter present and announced Spanish interpreter services.

Pledge of Allegiance

The pledge of allegiance was led by Chair Supervisor Chris Lopez.

Additions and Corrections by Clerk

Due to the need for immediate consideration by the Board of matters which arose after the posting of today's agenda, as provided in Section 54954.2 of the California Government Code the Board is asked to make the following addition and correction:

Correction to Item No. 5 under Scheduled Matters

Adding the word Community to correspond with the original name, Watsonville Community Hospital

Appointments

Open for public comments; no comments made.

A motion was made by Supervisor Luis A. Alejo seconded by Supervisor Glenn Church to appoint Item No. 2

ALL AYES

2. Appoint Elizabeth Yanez to the Area Agency on Aging Advisory Council representing District 5 filling an unexpired term with a term end date of January 1, 2028 (District Specific, District 5 - Supervisor Daniels)

Appointed

Approval of Consent Calendar – (See Supplemental Sheet)

3. See Supplemental Sheet

Open for public comments; no comments made.

A motion was made by Supervisor Glenn Church, seconded by Supervisor Luis A. Alejo to approve Consent Item Numbers 11 through 18.

ALL AYES (3-0)
Supervisor Root Askew absent
Supervisor Daniels absent

General Public Comments

4. General Public Comments

Open for general public comments for items not on the agenda today; Bryan Rosen, Christian Schneider and Eloise Shim commented.

Scheduled Matters

5. Watsonville Hospital Update

Steve Gray, CEO of Watsonville Community Hospital presented via PowerPoint presentation.

Open for public comments; no comments made.

Upon consensus the Board:
Received the Watsonville Community Hospital update.

6. a. Receive a presentation from Grow America and CVL Economics on the Comprehensive Economic Development Strategy (CEDS) year three (3) annual update; and
b. Authorize the County Administrative Officer or designee to submit the CEDS year 3 annual update to the U.S. Department of Commerce, Economic Development Administration.

Richard Vaughn, Economic Development Manager, Uday Ram, Alissa Dubetz, Melissa LaFayette and Andria Martinez presented via PowerPoint presentation.

Open for public comments; no comments made.

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Glenn Church to:
a. Receive a presentation from Grow America and CVL Economics on the Comprehensive Economic Development Strategy (CEDS) year three (3) annual update; and
b. Authorize the County Administrative Officer or designee to submit the CEDS year 3 annual update to the U.S. Department of Commerce, Economic Development Administration.

ALL AYES (3-0)
Supervisor Root Askew Absent
Supervisor Daniels Absent

Other Board Matters

Referral Matrix and New Referrals

7. Referral Matrix and New Referrals

There were no new referrals for this week's agenda.

Referral Responses

8. a. Receive a presentation in response to Board Referral No. 2024.13 (Alejo) on the history of *Recurso de Fuerza*, a low barrier navigation center currently in development in partnership with the County of

Santa Cruz;

b. Consider the following options for renaming *Recurso de Fuerza*:

a) Retain the name *Recurso de Fuerza*;

b) Rename the program *Casitas de Fuerza*; or

c) Direct staff to rename the project through a public engagement process; and

c. Provide direction as necessary.

Debbie Paolinelli, Assistant County Administrative Officer presented via PowerPoint presentation.

Open for public comments; Eric Peterson, Pastor Dan Hoffman, Ms. Valdez, Eloise Shim, Juan Aranez and iPhone 17 pro commented.

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Chris Lopez to:
a. Receive a presentation in response to Board Referral No. 2024.13 (Alejo) on the history of Recurso de Fuerza, a low barrier navigation center currently in development in partnership with the County of Santa Cruz; and
b. Send a recommendation to the Santa Cruz County Board of Supervisors to consider the following options for renaming Recurso de Fuerza to:
Option 1: Casitas de Esperanza
Option 2: HOPE (Housing Opportunity Program and Employment) Village;
Option 3: Casitas de Esperanza/HOPE Village (Bilingual); or
Option 4: Further engage in a public process for the renaming.
If Santa Cruz County Board of Supervisors concurs with one of the first four name changes it will result in the name change.

Motion Failed Majority Vote needed (2 to 1)
Supervisor Lopez AYE
Supervisor Alejo AYE
Supervisor Church NAY
Supervisor Root Askew Absent
Supervisor Daniels Absent

Counsel reads into the record a State case where the judiciary has ruled on the matter where the statute governing transactions of business by the County Board of Supervisors requires the concurrence of a majority of all members of the Board before the body actions may be valid or binding. Valid acts require the affirmative vote of a majority of the Board's entire membership and not merely that of a majority of a quorum. Therefore, the prior 2 to 1 vote would not be action of the Board.

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Glenn Church:
If the above motion is valid the Board would allow staff to make the necessary name amendments/changes to the contracts if Santa Cruz County Board of Supervisors accepts/concurs with one of the top four name changes in lieu of staff having to come back to the County of Monterey Board of Supervisors for that approval.

ALL AYES (3-0)
Supervisor Lopez AYE
Supervisor Alejo AYE
Supervisor Church AYE
Supervisor Root Askew Absent
Supervisor Daniels Absent

Chair directs a legal memorandum on the question of the vote structure be prepared and circulated to the members of the Board.

County Administrative Officer Comments

9. County Administrative Officer Comments

Sonia De La Rosa, County Administrative Officer's comments can be heard by clicking this link:

https://monterey.granicus.com/player/clip/5928?meta_id=931679

Board Comments

10. Board Comments

Board comments can be heard by clicking this link:

https://monterey.granicus.com/player/clip/5928?meta_id=931682

Read Out from Closed Session by County Counsel

There was no reportable action for Closed Session.

Adjourned

The meeting was adjourned at 11:54 a.m. by Chair Supervisor Chris Lopez.

APPROVED:

____/s/ Chris Lopez_____
CHRIS LOPEZ, CHAIR

ATTEST:
BY: ____/s/ Valerie Ralph_____
VALERIE RALPH
CLERK OF THE BOARD
APPROVED ON: , 2025

Supplemental Sheet, Consent Calendar

Natividad Medical Center

11. a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute an agreement with Philips Healthcare for Software Evolution Services and additional software modules at NMC for an amount not to exceed $655,080 with an agreement term September 1, 2025, through August 31, 2030.
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 10% ($65,508) of the original cost of the agreement in total.
c. Approve the NMC's Chief Executive Officer's recommendation to accept non-standard indemnification and limitations on liability provisions within the agreement.

Approved

Department of Social Services

12. a. Approve and authorize the Director or designee of the Department of Social Services to execute a no cost Privacy and Security Agreement (PSA) with the California Department of Social Services (CDSS) to continue to use data hosted by the Social Security Administration (SSA) and the Medi-Cal Eligibility Data System (MEDS), for the period of "Upon Execution" through September 1, 2028; and
b. Authorize the Director or designee of the Department of Social Services to sign up to three future amendments to this Agreements where the amendments do not significantly change the responsibilities of the parties.

Approved

13. a. Approve and authorize the Director or designee of the Department of Social Services to sign an Agreement with Kendal White dba K&D Landscaping Inc to provide services to pour concrete slab and place dog tunnel at SHARE Center, retroactive to September 1, 2025 for the period of September 1, 2025 through June 30, 2026, in the amount of $40,000; and
b. Authorize the Director or designee of the Department of Social Services to sign up to three amendments to this Agreement where the total amendments do not exceed 10% ($4,000) of the amended contract amount, do not significantly change the scope of work, and do not exceed the maximum aggregate amount of $44,000.

Approved

Criminal Justice

14. a. Authorize and direct the Contracts Purchasing Officer or their designee to execute a non-standard

agreement with Ganete Solutions Inc., dba ArmorerLink. for firearms tracking purposes, etc., for the period to November 1, 2025 through October 31, 2028 and thereafter may increase annually to a total annual amount not to exceed $25,000 beginning November 1, 2028 and will auto-renew each year thereafter until terminated.
b. Authorize the Sheriff or Sheriff's designee to approve annual service in an amount not to exceed $25,000 annually.

Approved

15. a. Authorize the Contracts and Purchasing Officer or their designee to execute Amendment 2 to the agreement (A-16608) with In Time Services, Inc., dba In Time, extending the agreement an additional two (2) year period (October 18, 2025 through October 17, 2027) for a revised full agreement term of October 18, 2022 through October 17, 2027 and adding $131,914 for a revised total agreement amount not to exceed $328,218.

Approved

General Government

16. a. Approve and authorize the County Administrative Officer or designee, to execute Amendment No. 1 to the Development Management Agreement #A-17471 with DignityMoves, a California non-profit corporation, to add $1,088,075 towards construction costs of a 34-unit Low Barrier Navigation Center to be located at 118 First Street in the City of Watsonville, that will provide temporary living facilities to individuals experiencing homelessness in the Pajaro River area, for a revised agreement amount not to exceed $6,122,666 with no change to the contract term ending of June 30, 2026; and,
b. Approve and authorize the County Administrative Officer or designee, to sign up to two (2) future amendments to this agreement where amendments do not exceed 10% ($612,266) and do not significantly alter the scope of services as determined by the Director of Homeless Services and subject to approval by County Counsel.

Approved

17. Adopt a Resolution to:
a. Amend the FY 2025-26 Health Department Adopted Budget (Fund 001, Department 4000, Unit 8124, Appropriations Unit HEA003) to approve the reallocation and reclassification of one (1) Health Program Coordinator to one (1) Public Health Program Manager I as indicated in Attachment A, effective October 4, 2025; and
b. Direct the County Administrative Office and the Auditor-Controller to incorporate the approved position changes in the FY 2025-26 Adopted Budget and the Human Resources Department to implement the changes in the Advantage Human Resources Management (HRM) system.

Adopted

18. Adopt a Resolution to:

a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A and B to adjust the base wage salary range of the Registrar of Voters classification as indicated in attachment A;
b. Direct the Human Resources Department to implement the changes in the Advantage HRM system.

Adopted

Please refer to the Board Orders for the approved and adopted Agreement, Resolution and Ordinance numbers.

County of Monterey

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

Meeting Minutes - Draft

Tuesday, October 28, 2025

9:00 AM

Board of Supervisors

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

9:00 A.M. - Called to Order

The meeting was called to order by Vice Chair Supervisor Wendy Root Askew.

Roll Called

Present: 3 - Supervisor Wendy Root Askew, Supervisor Glenn Church and Supervisor Kate Daniels

Absent Arriving at 12:00 p.m.: 1 - Supervisor Chris Lopez

Absent Arriving Shortly: 1 - Supervisor Luis A. Alejo arrived at 9:06 a.m.

Staff Present

Sonia De La Rosa, County Administrative Officer, Susan Blitch, County Counsel and Valerie Ralph, Clerk of the Board were present.

Additions and Corrections for Closed Session by County Counsel

There were no additions and corrections for closed session.

Closed Session

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

a. Pursuant to Government Code section 54956.9(e)(3), the Board will confer with legal counsel regarding liability claims against the County of Monterey.
(1) Estate of Victor Guido Castro

b. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:
(1) Candice McGregor (Workers' Compensation Appeals Board No. ADJ10735795)
(2) Candice McGregor (Workers' Compensation Appeals Board No. ADJ11748309)
(3) Candice McGregor (Workers' Compensation Appeals Board No. ADJ14359063)

c. Pursuant to Government Code section 54957(a), the Board will confer with County Counsel regarding matters posing a threat to the security of public buildings, essential public services, or the public's right of access to public services or facilities**.**

d. Pursuant to Government Code section 54957(b)(1), the Board will confer regarding recruitment/appointment for the position of Treasurer-Tax Collector.

Public Comments for Closed Session

Open for public comments; no comments made.

The Board Recessed for Closed Session Agenda Items

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

Roll Called

Present: 4 - Supervisor Luis A. Alejo, Supervisor Wendy Root Askew, Supervisor Glenn Church and Supervisor Kate Daniels

Absent Arriving at 12:00 p.m.: 1 - Supervisor Chris Lopez

Staff Present

Sonia De La Rosa, County Administrative Officer, Susan Blitch, County Counsel and Valerie Ralph, Clerk of the Board were present.

Announcement of Interpreter

Jordi Vidales, Spanish Interpreter present and announced Spanish interpreter services.

Pledge of Allegiance

The pledge of allegiance was led by Roderick Franks, Director of Social Services.

Additions and Corrections by Clerk

There were no additions and corrections to the agenda.

Ceremonial Resolutions

Open for public comments; no comments made.

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Kate Daniels to approve Item Number 2.

ALL AYES (4-0)
Supervisor Lopez absent

2. Adopt a resolution proclaiming October 2025 as Breast Cancer Awareness Month in the County of Monterey. (Supervisor Lopez)

Adopted Resolution No. 25-383

Appointments

Open for public comments; no comments made.

Supervisor Wendy Root Askew commented on Item No. 6.

A motion was made by Supervisor Glenn Church, seconded by Supervisor Luis A. Alejo to

reappoint/appoint Item Numbers 3 and 6.

ALL AYES (4-0)
Supervisor Lopez absent

3. Reappoint Allen Radner to the Santa Cruz - Monterey - Merced - San Benito - Mariposa Managed Medical Care Commission representing District 5 as an At Large Member with a term end date of October 31, 2029 (Nominated by Santa Cruz - Monterey - Merced - San Benito - Mariposa Managed Medical Care Commission)

Reappointed

4. Reappoint Maximiliano Cuevas to the Santa Cruz - Monterey - Merced - San Benito - Mariposa Managed Medical Care Commission representing District 4 as a Health Care Provider Representative with a term end date of October 31, 2029 (Nominated by Santa Cruz - Monterey - Merced - San Benito - Mariposa Managed Medical Care Commission)

Reappointed

5. Reappoint Elsa Mendoza Jimenez to the Santa Cruz - Monterey - Merced - San Benito - Mariposa Managed Medical Care Commission as the Director of the County Health Department Representative with a term end date of October 31, 2029 (Nominated by Santa Cruz - Monterey - Merced - San Benito - Mariposa Managed Medical Care Commission)

Reappointed

6. Appoint Ella Nicolas to the Behavioral Health Commission representing District 4 as a Youth-Appointee 18 years of age or younger representative with a term end date of December 31, 2025 (District Specific - District 4, Supervisor Root Askew)

Appointed

Approval of Consent Calendar – (See Supplemental Sheet)

7. See Supplemental Sheet

Open for public comments; no comments made.

A motion was made by Supervisor Glenn Church, seconded by Supervisor Luis A. Alejo to approve Consent Item Numbers 16 through 32.

ALL AYES (4-0)
Supervisor Lopez absent

General Public Comments

8. General Public Comments

Open for general public comments for items not on the agenda today; Karen Cameron, Eloise Shim, Lisa Lewis, Gary Curisuo, Jonathan Damon and Wes White commented.

Supervisor Chris Lopez arrived at 10:50 a.m.

Scheduled Matters

9. Nominate one member of the Board of Supervisors to serve on the California State Association of Counties (CSAC) Board of Directors, and one member of the Board of Supervisors to serve as alternate, for a one-year term of office commencing on December 1, 2025.

Karina Bokanovich, Management Analyst III from the County Administrative Office verbally presented.

Open for public comments; no comments made.

A motion was made by Supervisor Wendy Root Askew, seconded by Supervisor Chris Lopez to:
a. Appoint Supervisor Luis A. Alejo as one member of the Board of Supervisors to serve on the California State Associations (CSAC) Board of Directors, and Supervisor Wendy Root Askew as one member of the Board of Supervisors to serve as an alternate, for a one-year term of office commencing on December 1, 2025; and,
b. Direct staff to update the Board, Committees, and Commissions appointments list accordingly.

ALL AYES

12:00 P.M. - Recessed to Lunch at 11:14 a.m.

Roll Called

Present: 5 - Supervisor Chris Lopez, Supervisor Luis A. Alejo, Supervisor Wendy Root Askew, Supervisor Glenn Church and Supervisor Kate Daniels

Staff Present

Sonia De La Rosa, County Administrative Officer, Susan Blitch, County Counsel and Valerie Ralph, Clerk of the Board were present.

Announcement of Interpreter

Jordi Vidales, Spanish Interpreter present and announced Spanish interpreter services.

General Public Comments called for again due to Clerk inadvertence in not resetting the timer to two (2) minutes for public comments:

Open for general public comments for items not on the agenda today; Wes White commented.

Scheduled Matters

10. PLN230350 - MR ARTEMIS LLC

Public hearing to consider construction of a 622 square foot detached Accessory Dwelling Unit, a 253 square foot detached trellis with associated site improvements, and an amendment to a Conservation

and Scenic Easement Map for the Mr. Artemis LLC property.
Project Location: 30860 Aurora Del Mar, Carmel, Big Sur Coast Land Use Plan
Proposed CEQA action: Find the project Categorically Exempt pursuant to CEQA Guidelines sections 15303 and 15317, and there are no exceptions pursuant to Guidelines section 15300.2.

Pubic hearing held.

Joseph Alameda, Associate Planner from Housing and Community Development presented via PowerPoint presentation.

Mr. Panzer, on behalf of the Applicant, presented.

Open for public comments; no comments made.

A motion was made by Supervisor Kate Daniels, seconded by Supervisor Wendy Root Askew to Adopt a Resolution to:
1. Find that the project qualifies as a Class 3 and Class 17 Categorical Exemption pursuant to CEQA Guidelines sections 15303 and 15317, and there are no exceptions pursuant to section 15300.2; and
2. Approve a Combined Development Permit consisting of:
a) A Coastal Administrative Permit and Design Approval for the construction of a new 622 square foot accessory dwelling unit attached by a 253 square foot trellis and associated site improvement; and
b) A Coastal Administrative Permit to allow development within 750 feet of known archaeological resources; and
3. Approve and accept an amended Conservation and Scenic Easement Deed changing the boundaries of the easement at 30860 Aurora Del Mar, Carmel (APN: 243-351-002-000) to accommodate the construction of an Accessory Dwelling Unit;
4. Authorize the Chair to execute the amended Conservation and Scenic Easement Deed; and
5. Direct the Clerk of the Board to submit the amended Conservation and Scenic Easement Deed to the County Recorder for filing with all recording fees to be paid by the applicant.

The attached draft resolution includes findings and evidence for consideration (Attachment A).

ALL AYES

11. Receive a status report on the County of Monterey Health Services Campus Master Plan Project - Phase I and provide direction to staff.

Elsa Jimenez, Director of Health Services, Melanie Rhodes, Bureau Chief, Fabricio Chombo, Assistant Bureau Chief and Nick Cronkhite, Finance Manager II from the Health Department along with Luis Ochoa, Capital Improvement Manager from the Public Works, Facilities and Parks Department presented via PowerPoint presentation.

Open for public comments; Georgia Sapiens, Dolores Valterben, Nina Perez, gentleman (no name provided), Jennie Clayton and Susan Schiavone commented.

Upon consensus the Board:
Received a status report on the County of Monterey Health Services Campus Master Plan Project Phase I at 1443 Constitution Blvd. in Salinas, California and provided direction to staff as stated for the record.

12. REF220020 - GENERAL PLAN HOUSING ELEMENT SIXTH CYCLE UPDATE

a. Receive a status report of the draft Sixth Cycle Housing Element; and
b. Provide direction to staff
Project Location: Unincorporated County of Monterey
Proposed CEQA Action: Statutory exemption pursuant to Section 15262 of the California Environmental Quality Act ("CEQA") Guidelines. A Programmatic Environmental Impact Report ("PEIR") is being prepared for the Housing Element update and will be considered prior to taking any final action on the Housing Element.

Craig Spencer, Director, Melanie Beretti, Chief of Planning and Sara Wikle, Principle Planner from Housing and Community Development presented via PowerPoint presentation.

Open for public comments; Terry Powell, Colette McMannuson, Lori Fowler, Henry Brown, Sandra (last name inaudible), Steven Teror, Patrick Orozco, Susan Schiavone, Hansen Reed, Andy Hawryluk, Bob Behl, Karla Lobo, Nina Beety, Dianne N. and Michael Hoppe commented.

Upon consensus the Board:
a. Received a status update on the draft Sixth Cycle Housing Element Update; and
b. Provided direction to staff as stated for the record.

Other Board Matters

Referral Matrix and New Referrals

13. Referral Matrix and New Referrals

Sonia De La Rosa, County Administrative Officer shared there was one new referral this week:

Date: 10/22/2025 Submitted By: Supervisor Glenn Church District #: 2
Referral Title: Urgency ordinance adopting a moratorium on Battery Energy Storage System (BESS) facilities in unincorporated Monterey County while regulations for BESS operations are developed.

County Administrative Officer Comments

14. County Administrative Officer Comments

Sonia De La Rosa, County Administrative Officer's comments can be heard by clicking this link:

https://monterey.granicus.com/player/clip/5943?meta_id=934940

Board Comments

15. Board Comments

Board comments can be heard by clicking the following link:

https://monterey.granicus.com/player/clip/5943?meta_id=934943

Read Out from Closed Session by County Counsel

There was no reportable action from closed session.

Adjourned In Memory of Eddie Barragan (Supervisor Lopez)

The meeting was Adjourned in Memory of Eddie Barragan at 5:31 p.m. by Chair Supervisor Chris Lopez.

APPROVED:

____/s/ Chris Lopez_____
CHRIS LOPEZ, CHAIR

ATTEST:
BY: ____/s/ Valerie Ralph_____
VALERIE RALPH
CLERK OF THE BOARD
APPROVED ON: , 2025

Supplemental Sheet, Consent Calendar

Health Department

16. a. Approve and authorize the Director of Health Services or designee to execute a retroactive Amendment No. 2 to extend the term to Agreement No. A-15987 for the use of the Hitchcock Road Animal Services (HRAS) and the provision of other animal services between HRAS and the City of Marina (City), for a term effective July 1, 2022 through June 30, 2026; and
b. Approve and authorize the Director of Health Services or designee to sign up to two (2) future amendments to this Agreement where the amendments do not significantly change the scope of work.

Approved

17. a. Approve and authorize the Director of Health Services or designee to execute a retroactive, standard Mental Health Services Agreement for the term beginning March 1, 2025 through June 30, 2026 with Partners for Peace for the provision of mental health education, service referrals and support for youth and their parents in the amount of $266,256 for Fiscal Year (FY) 2024-2025 and $766,008 for Fiscal Year (FY) 2025-2026 for a total agreement amount not to exceed $1,032,264; and
b. Approve and authorize the Director of Health Services or designee to execute up to three (3) future amendments that do not exceed 10% ($103,226) of the original agreement amount, do not significantly change the scope of services, and do not increase the total not to exceed amount over $1,135,490.

Approved

18. a. Approve and authorize the Contract Purchasing Officer or designee to execute Amendment No.1 to Agreement No. A-17149 with LongView International Technology Solutions, Inc. dba LTS, Inc. for fully automated self-service healthcare kiosks, designed to provide direct and discrete access to a full range diagnostic tests and health products as directed by the County (Narcan dispensary), adding $395,250 for a new total agreement amount of $502,200, and extending the term an additional three years for a new agreement term of December 13, 2024 through October 21, 2029; and
b. Approve and authorize the Contracts and Purchasing Officer or designee to approve two (2) future Amendments that do not exceed 10% ($10,695) of the original Agreement amount, do not significantly alter the scope of services, and do not exceed the maximum amount of $512,895.

Approved

19. a. Approve and authorize the Director of Health Services or designee to execute a no-cost Memorandum of Understanding (MOU) with City of Soledad, authorizing the installation of one (1) naloxone and fentanyl test strip vending machine at the City of Soledad Fire Station, for a term effective upon execution through October 31, 2029, with no fiscal provisions; and
b. Approve the recommendation of Director of Health Services to accept all non-standard provisions in Agreement.

Approved

20. a. Approve and authorize the Director of Health Services or designee to execute a no-cost Memorandum of Understanding (MOU) with North County Recreation and Park District in Castroville, authorizing the installation of one (1) naloxone and fentanyl test strip vending machine at North County Recreation and Park District, for a term effective upon execution through October 31, 2029, with no fiscal provisions; and
b. Approve the recommendation of Director of Health Services to accept all non-standard provisions in Agreement.

Approved

21. a. Approve and authorize the Director of Health Services or designee to execute a no-cost Memorandum of Understanding (MOU) with Monterey Peninsula College (MPC), authorizing the installation of one (1) naloxone and fentanyl test strip vending machine at the Student Center at MPC for a term effective upon execution through October 31, 2029, with no fiscal provisions; and
b. Approve the recommendation of Director of Health Services to accept all non-standard provisions in Agreement.

Approved

22. a. Approve and authorize the Director of Health Services or designee to execute a retroactive Mental Health Services Agreement with Seneca Family of Agencies for a term of August 18, 2025 to February 18, 2026, to start up and operate a four bed Crisis Stabilization Unit (CSU) and a four-bed short-term crisis residential treatment program for a total Agreement amount not to exceed $4,293,864; and
b. Authorize the Director of Health Services or designee to approve up to three (3) future amendments that do not exceed 10% ($429,384) of the original Agreement amount, do not significantly change the scope of services, and do not increase the total not to exceed amount over $4,723,250.

Approved

23. a. Approve and authorize the Director of Health Services or designee to execute a Memorandum of Understanding between Clinica de Salud del Valle de Salinas and the County of Monterey, on behalf of the County of Monterey Health Department, Behavioral Health Bureau for the purpose of referral to behavioral health services for Clinica de Salud del Valle de Salinas patients for a term of November 1, 2025 through October 31, 2028, with no exchange of funds;
b. Continue to accept non-standard indemnity and insurance risk provisions as recommended by the Director of Health Services; and
c. Approve and authorize the Director of Health Services or designee to approve up to three (3) future amendments that do not involve the addition of funds or significantly alter the scope of services.

Approved

24. a. Approve and authorize the Director of Health Services or designee, the District Attorney, and the Chief Executive Officer for Natividad Medical Center to execute Amendment No. 1 to Memorandum

of Understanding A-16089 between the County of Monterey and the Sexual Assault Response Team (SART) Steering Committee for the purpose of providing a coordinated community response to the needs of survivors of sexual assault, extending the term for three (3) additional years, for an aggregate term of November 1, 2022 through October 31, 2028, and increasing the funds received by $120,000 for a total aggregated amount received not to exceed $280,000; and
b. Approve and authorize the Director of Health Services or designee to sign up to three (3) future amendments where the combined amendments do not exceed 10% ($28,000) of the original amount and do not significantly change the scope, with the total not to exceed a maximum of $308,000.

Approved

Department of Social Services

25. a. Adopt a resolution to approve and adopt a tentative agreement between the Service Employees International Union (SEIU) Local 2015, representing the In-Home Supportive Services (IHSS) Providers, and the IHSS Public Authority effective upon Board approval through August 31, 2028; and
b. Approve and authorize the CAO-Budget Office to incorporate the increase of County General Fund Contributions (GFC) in FY 2026-27, FY 2027-28 into Social Services 001-5010-SOC001-8254 GFC Base as identified in the Finance Section below.

Adopted

Criminal Justice

26. Adopt a resolution requiring the Superior Court of Monterey County to impose an assessment of fifteen dollars ($15.00) upon every person who violates the provisions enumerated in Penal Code §853.7a

Adopted

General Government

27. a. Approve and authorize the County Administrative Officer, or designee to execute Amendment No. 3 to Agreement No. A-17195 with the City of King ("King City") for the provision of interim sheltering to the former occupants of the Salinas River encampment near King City where the amendment increases the Agreement amount by $148,255 for a revised total contract amount not to exceed $1,009,255 with no change to the existing term of July 1, 2024, to June 30, 2026; and
b. Approve and authorize the County Administrative Officer or designee, to execute an additional two (2) future amendments that do not exceed 10% ($100,925) of the Agreement amount that does not significantly alter the scope of services subject to approval by the Office of the County Counsel.

Approved

28. Approve the Memorandum of Understanding (MOU) for the Monterey County Patrol Association

(COMPA), Units AOS and BOSS for the period February 1, 2025, through June 30, 2027.

Approved

29. Approve the County of Monterey Board of Supervisors Draft Action Meeting Minutes for the following meeting date: Tuesday, September 23, 2025, Tuesday, September 30, 2025, Tuesday, October 14, 2025, and Tuesday, October 21, 2025.

Approved

Housing and Community Development

30. a. Approve a Funding Agreement with Carmel 1 Inv, LLC (PLN240105), to fund the preparation of an environmental evaluation through an Initial Study-Mitigated Negative Declaration and associated fees where the Base Budget is $149,273, the County Project Management/Contract Administration Fee is $22,391 (15% of the Base Budget), and the Project Contingency is $22,391 (15% of the Base Budget) for a not to exceed amount of $194,055 and a term from execution to December 31, 2025; and
b. Authorize the Director of Housing and Community Development or designee to execute the Funding Agreement, Professional Services Agreement with Rincon Consultants, Inc., in the amount of $171,664, and future amendments to the Agreements where the amendments do not significantly alter the scope of work and do not increase the Agreements' amounts of $194,055 and $171,664, by more than 10% ($19,406 and $17,167, respectively).

Approved

Public Works, Facilities and Parks

31. a. Approve and authorize the Chief Contracts and Procurement Officer or designee to execute retroactive Amendment No. 1 to Standard Agreement No. A-16101 between the County of Monterey and Val's Plumbing & Heating, Inc., to increase the not to exceed amount by $150,000 for a total not to exceed amount of $300,000, extend the term two years for a revised Agreement term of October 25, 2022 through October 24, 2027 and incorporate new Standard Agreement provisions regarding payment conditions, insurance requirements and format of deliverables;
b. Approve and authorize the Chief Contracts and Procurement Officer or designee to execute retroactive Amendment No. 2 to Standard Agreement No. A-16099 between the County of Monterey and ACCO Engineered Systems, Inc., dba Geo H. Wilson Mechanical Contractors, to increase the not to exceed amount by $100,000 for a total not to exceed amount of $265,000 with no extension of the Agreement term of October 25, 2022 through October 24, 2027;
c. Authorize the Chief Contracts and Procurement Officer or designee to execute retroactive Amendment No. 1 to Standard Agreement No. A-16101 between the County of Monterey and Val's Plumbing & Heating, Inc., and up to two future amendments where the amendments do not significantly alter the scope of work of the Agreement and where the additional costs of the Amendments in aggregate do not exceed 10% ($15,000) of the original contract amount of $150,000, bringing the potential overall Agreement aggregate not to exceed amount to $315,000 even if no additional Amendments are entered into, subject to prior review and approval as to form by the Office of the

County Counsel-Risk Management, and review of fiscal provisions by the Auditor Controller's Office;
d. Authorize the Chief Contracts and Procurement Officer or designee to execute retroactive Amendment No. 2 to Standard Agreement No. A-16099 between the County of Monterey and ACCO Engineered Systems, Inc. dba Geo H. Wilson Mechanical Contractors, and two future amendments where the amendments do not significantly alter the scope of work of the Agreement and where the additional costs of the Amendments in aggregate do not exceed 10% ($15,000) of the original contract amount of $150,000, bringing the potential overall Agreement aggregate not to exceed amount to $280,000 even if no additional Amendments are entered into, subject to prior review and approval as to form by the Office of the County Counsel-Risk Management, and review of fiscal provisions by the Auditor Controller's Office.

Approved

32. a. Approve Standard Agreements with Cal-West Lighting & Signal Maintenance, Inc. and Bear Electrical Solutions, LLC by LLC Manager, MWE, Buyer, Inc. to provide traffic signal and lighting maintenance and on-call repair services at various locations within the County of Monterey, Request for Proposals #10915, for an initial term of three years, effective November 1, 2025 through October 31, 2028, with the option to extend the Agreement for up to two additional years, for an amount not to exceed $500,000 for each Agreement; and
b. Authorize the Chief Contracts and Procurement Officer or their designee to execute said Standard Agreements and future amendments to the Agreements where the amendments do not significantly alter the scope of work or change the approved Agreement amount for each Agreement.

Approved

Please refer to the Board Orders for the approved and adopted Agreement, Resolution and Ordinance numbers.

Addenda/Supplemental

33. **Addenda/Supplemental**
Attached a revised Board Report to Item No. 26 under Criminal Justice - Consent

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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:

West Publishing Corporation dba West, a Thomson Reuters Business

(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: Legal support software and attorney reference materials including publications for the law library and online reference products.

2.0 PAYMENT PROVISIONS:

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: **$** 85,132.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from November 01, 2025 to October 31, 2028, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement**.

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

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: West Order Form Q-10500159
Exhibit B-1: Addendum to Order Form Q-10500159

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5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

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

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

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

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.05 CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

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7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

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

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

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

9.02 **Qualifying Insurers:** All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to

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indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.
(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

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9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Waiver of Subrogation:

The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, officials,

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employees, agents, or volunteers.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

10.01 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after reciept of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining

to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

10.06 **Format of Deliverables:** For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility/.

11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses,

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pay all charges and fees, and give all notices require by law in the performance of the Services.

13.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	**FOR CONTRACTOR:**
Patty Rosales, Finance Manager Monterey County Child Support Services	West Publishing Corporation, Customer Service
Name and Title	Name and Title
1441 Schilling Place Salinas, CA 93901	P.O. Box 64833 610 Opperman Drive, Eagan, MN 55123
Address	Address
(831) 769 - 8723	(800) 328 - 4880
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

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of the services required to be rendered under this Agreement.

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.

16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

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16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.03 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

********** THIS SECTION INTENTIONALLY LEFT BLANK **********

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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: _____

Chief Contracts & Procurement Officer

Date: _____

By: _____

Department Head (if applicable)

Date: _____

Approved as to Form
Office of the County Counsel[1]
Susan K. Blitch, County Counsel

By: _____

County Counsel

Date: _____

Approved as to Fiscal Provisions

By: _____

Auditor/Controller

Date: _____

Reviewed as to Liability Provisions
Office of the County Counsel-Risk Management

By: _____

David Bolton, Risk Manager

Date: _____

CONTRACTOR

West Publishing Corporation dba West, a Thomson Reuters Business

Contractor/Business Name *

By: _____

(Signature of Chair, President, or Vice-President)

Karen Scriven Senior SCM Consultant

Name and Title

Date: October 20, 2025

Attached is a Secretary's Certificate indicating that Karen C. Scriven has signatory authority on behalf of West Publishing Corporation.

By: _____

(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Name and Title

Date: _____

County Board of Supervisors' Agreement No. _____ approved on _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code, §313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership (Corporations Code, §§16301 and 15904.02). If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign

[1]Approval by the Office of the County Counsel is required.

[2]Approval by Auditor-Controller is required.

[3]Review by Risk Management is necessary only if changes are made in the Indemnification or Insurance paragraphs.

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Thomson Reuters™

SECRETARY'S CERTIFICATE
WEST PUBLISHING CORPORATION

I, Helen V. Stamatiadis, Assistant Secretary of West Publishing Corporation, a Minnesota corporation (the "Company"), do hereby certify as an officer of the Company and not in a personal capacity that:

1. I am a duly elected, qualified and acting Assistant Secretary of the Company and the keeper of the corporate records.

2. Listed below are duly appointed officers of the Company and are hereby authorized to execute documents in the name of and on behalf of the Company in the capacity set forth opposite their names:

Ramanathan, Ragunath (Raghu)	President
Kessler, Ryan	Chief Financial Officer
Beastrom, Elizabeth	President, Tax & Accounting Professionals
McDonnell, Laura Clayton	President, Corporates
Prescott, Jennifer C.	President, Global Print
Rubley, Stephen	President, Government
Howell, Kareem	Vice President
Carlstead, Chris	Head of Partnerships & Alliances
Duran, Keyla	Manager, Government Contracts
Nelson, John S.	Director, Procurement and Proposal Management
Smelter, Sharon	Director Transformation & Commercial Policy Implementation
Thomas, Julie R.	Director, Commercial Strategy & Legal Pro, CVM & CPQ
Deutsch, Jenny	Sr. Manager Commercial Strategy, Policy & Enablement
Busbridge, Matt	General Manager, Corporates Legal
Mikesell, Charles	Senior SCM Consultant
Scriven, Karen C.	Senior SCM Consultant
Casahonda, Gerardo C.	Assistant Secretary
Corbett, Ken	Assistant Secretary
Hamm, Margaret	Assistant Secretary
Hartman, Gary	Assistant Secretary
Larson, Michael	Assistant Secretary
Stamatiadis, Helen V.	Assistant Secretary

3. The Company is an indirect, wholly owned subsidiary of Thomson Reuters Corporation, a company organized under the laws of the Province of Ontario, Canada and listed on both the Toronto Stock Exchange and the New York Stock Exchange.

IN WITNESS WHEREOF, I have hereunto set my hand as Assistant Secretary of the Company this 25th day of November 2024.

DocuSigned by:
Helen V. Stamatiadis
FAEB1FF4E8474A7...

Helen V. Stamatiadis
Assistant Secretary

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EXHIBIT A

To Agreement by and between
Monterey County Child Support Services, hereinafter referred to as "County"
AND
West Publishing Corporation, hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

CONTRACTOR will provide legal support software access for 4 attorneys to West Proflex application detailed herein.

ProFlex Product Details			
Quantity	**Unit**	**Service Material #**	**Description**
1	Each	40757482	West Proflex
4	Attorneys	41985648	Gvt - Related Documents For Government (Westlaw PRO™)
4	Attorneys	41935298	Gvt PeopleMap Premier And Company Investigator For Government (Westlaw PRO™)
4	Attorneys	42077755	Westlaw All Analytical, Enterprise access, Government
4	Attorneys	43482987	Westlaw Advantage with CoCounsel Essentials, National Primary, Enterprise Access, Government

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

a. Upon receipt of a complete and proper invoice, County shall pay a MONTHLY amount for the performance of all things necessary for the performance of work as set forth in the Scope of Services, the monthly amounts are detailed below. CONTRACTOR will provide an invoice detailing the charges based on the rates as detailed herein. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Term	Monthly Rate
November 01,2025 - October 31,2026	2,295.21
November 01,2026 - October 31,2027	2,364.07
November 01,2027 - October 31,2028	2,434.99

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b. Total compensation for the duration of this contract will not exceed $85,132.00 which is for the duration of this contract and is not an annual amount.

B.2 CONTRACTORS BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

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EXHIBIT B

Order Form

Order ID: Q-10500159

Contact your representative greg.kelly@thomsonreuters.com with any questions. Thank you.

Sold To Account Address
Account #: 1002050712
MONTEREY COUNTY CHILD SERVICES
CHIEF CHILD SUPPORT
1441 SCHILLING PL
SALINAS CA 93901-4543 US

"Customer"

Shipping Address
Account #: 1002050712
MONTEREY COUNTY CHILD SERVICES
CHIEF CHILD SUPPORT
1441 SCHILLING PL
SALINAS CA 93901-4543 US

Billing Address
Account #: 1002050712
MONTEREY COUNTY CHILD SERVICES
CHIEF CHILD SUPPORT
1441 SCHILLING PL
SALINAS, CA 93901-4543
US

This Order Form is a legal document between Customer and

A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: https://www.tr.com/trorderinginfo

West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as "Thomson Reuters", "we" or "our," in each case with respect to the products and services it is providing, and Customer will be referred to as "you", or "your" or "Client".

For Federal Customers the following shall apply: Thomson Reuters General Terms and Conditions (available here: http://tr.com/federal-general-terms-and-conditions apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions.

For non-federal customers the following shall apply: Thomson Reuters General Terms and Conditions (http://tr.com/us-general-terms-and-conditions) apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions.

ProFlex Products
See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
40757482	West Proflex	$2,295.21	36

Minimum Terms

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above plus any Bridge Term that may be outlined above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

Post Minimum Terms

Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term"), and we will notify you of any change in the Monthly Charges at least 60 days before each Automatic Renewal Term starts. You are also responsible for all Excluded Charges.

Federal government subscribers that chose a multi-year Minimum Term, those additional years will be implemented at your option pursuant to federal law. Either of us may cancel the Automatic Renewal Term by sending notice in writing at least 30 days before an Automatic Renewal Term begins. Send your notice of cancellation to Customer Service, 610 Opperman Drive., P.O. Box 64833, Eagan, MN 55123-1803.

Banded Product Subscriptions. You certify your total number of attorneys (full-time and part-time partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges to the market rate for all of your attorneys.

Miscellaneous

Applicable Law. If you are a state or local governmental entity, your state's law will apply, and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form shall be interpreted under Minnesota state law and any claim by one of us shall exclusively be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply, and any claim may be brought in any federal court.

Material Change. If, at any time during the Minimum Term or the Renewal Term, there is a material change in your organizational structure including, but not limited to merger, acquisitions, combination, significant increase in the number of attorneys at a location covered by the agreement, divestitures, downsizing or dissolution, we will modify your rates proportionally. If you acquire the assets of, or attorneys from, another entity that is a current subscriber, you assume all obligations under the agreements that apply to those assets and attorneys, and you will pay the invoiced charges on both those agreements as they become due, until a superseding agreement is negotiated in good faith.

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Excluded Charges And Schedule A Rates. If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located in the below link. Excluded Charges may change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 9 the General Terms and Conditions.

https://legal.thomsonreuters.com/content/dam/ewp-m/documents/legal/en/pdf/other/plan-2-pro-govt-agencies.pdf

http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Cancellation Notification Address. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

Returns and Refunds. You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Please see http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

Confidentiality of Ordering Document. You understand that disclosure of the terms contained in this ordering document would cause competitive harm to us, and you agree not to disclose these terms to any third person.

Product Specific Terms

Document Intelligence Product Specific Terms: The following product specific terms shall apply to the Document Intelligence products on this order form, and are incorporated by reference: http://www.thomsonreuters.com/document-intelligence-PST.

Additional Terms for Services with Generative AI Skills: The following additional terms shall apply to Thomson Reuters Products with Generative AI Skills (including but not limited to all CoCounsel branded Products; all Products with AI Assisted Research; Practical Law or Practical Law Connect, with Dynamic Tool Set; Practical Law UK Premium; Practical Law Global Premium), listed on this order form, and are incorporated into this order form by reference: http://tr.com/genai-terms.

CoCounsel Core and CoCounsel Drafting Product Specific Terms: The following product specific terms shall apply to CoCounsel Core and CoCounsel Drafting and are incorporated into this order form by reference: http://tr.com/cocounselcore-and-drafting-product-specific-terms.

Product Specific Terms and Service Levels: The following product specific terms and service levels shall apply to the HighQ products on this order form, and are incorporated by reference:

- HighQ Product Specific Terms http://tr.com/HighQ-PST
- HighQ Service Level**s:** Thomson Reuters shall provide service availability, maintenance and support for the term of the Agreement. Details are available at: http://tr.com/HighQ-SLA. Note that Sections 3.3 of the SLA does not apply to any HighQ Light packages

The Federal Product Specific Terms can be found here: http://tr.com/federal-product-specific-terms

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf. If the product is not part of your order, the product specific terms do not apply.

- Campus Research
- Hosted Practice Solutions

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- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

Drafting Tools Product Specific Terms: The following product specific terms shall apply to the Drafting Tools products (Drafting Assistant, Clause Finder, Clause Finder: Internal Agreements) on this order form, and are incorporated by reference: https://www.thomsonreuters.com/draftingassistant-and-clausefinder-pst.

Additional clause applicable to: Westlaw Advantage, Practical Law Dynamic Tool Set, CoCounsel Essentials, Westlaw Advantage with CoCounsel Essentials, Practical Law with Dynamic Tool Set with CoCounsel Essentials, CoCounsel Legal: During the term of this Agreement, Thomson Reuters may in its sole discretion issue updates, upgrades, patches, enhancements, or improvements that it makes generally available to its customers at no additional charges (collectively "Upgrades"). For the avoidance of doubt, Upgrades do not include (i) new services that are developed or acquired by Thomson Reuters or (ii) services or functionalities for which there are royalty requirements or licensing restrictions. Where your Service includes Westlaw Advantage and/or Practical Law Dynamic Tool Set, these Updates do not include access to additional or new content sets beyond those you have subscribed to as part of the Service.

Amended Terms and Conditions

Government Non-Availability of Funds for Online, Practice Solutions or Software Products

You may cancel a product or service with at least 30 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document, (e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

Acknowledgement: Order ID: Q-10500159

Signature of Authorized Representative for order	**Title**
Printed Name	**Date**

This Order Form will expire and will not be accepted after 10/29/2025.

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Attachment Order ID: Q-10500159

Contact your representative greg.kelly@thomsonreuters.com with any questions. Thank you.

Payment, Shipping, and Contact Information

Payment Method:
Payment Method: Bill to Account
Account Number: 1002050712
This order is made pursuant to:

Shipping Information:
Shipping Method: Ground Shipping - U.S. Only

Order Confirmation Contact (#28)
Contact Name: Ortiz, Lisa
Email: ortizl@co.monterey.ca.us

eBilling Contact
Contact Name Lisa Ortiz
Email **ortizl@co.monterey.ca.us**

ProFlex Multiple Location Details

Account Number	Account Name	Account Address	Action
1004597888	MONTEREY COUNTY	752 LA GUARDIA ST SALINAS CA 93905-3354 US	New
1002050712	MONTEREY COUNTY CHILD SERVICES	1441 SCHILLING PL SALINAS CA 93901-4543 US	New

ProFlex Product Details

Quantity	Unit	Service Material #	Description
1	Each	40757482	West Proflex
4	Attorneys	41985648	Gvt - Related Documents For Government (Westlaw PRO™)
4	Attorneys	41935298	Gvt PeopleMap Premier And Company Investigator For Government (Westlaw PRO™)
4	Attorneys	42077755	Westlaw All Analytical, Enterprise access, Government
4	Attorneys	43482987	Westlaw Advantage with CoCounsel Essentials, National Primary, Enterprise Access, Government

Account Contacts

Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
Lisa M	Ortiz	ortizl@co.monterey.ca.us	EML PSWD CONTACT

Lapsed Products

Sub Material	Active Subscription to be Lapsed
40757481	West Proflex
42510229	Westlaw Edge National Primary Law, Enterprise access, Government
42077754	Westlaw All Analytical, Enterprise access, Government
41935299	Gvt PeopleMap Premier And Company Investigator For Government (Westlaw PRO™)
41985649	Gvt - Related Documents For Government (Westlaw PRO™)

Charges During Minimum Term

Material #	Product Name	Year 1 Charges per Billing Freq	% incr Yr 1-2*	Year 2 Charges per Billing Freq	% incr Yr 2-3*	Year 3 Charges per Billing Freq	% incr Yr 3-4*	Year 4 Charges per Billing Freq	% incr Yr 4-5*	Year 5 Charges per Billing Freq	Billing Freq
40757482	West Proflex	$2,295.21	3.00%	$2364.07	3.00%	$2434.99	N/A	N/A	N/A	N/A	Monthly

Charges During Minimum Term

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing. Refer to Order Form for Billing Frequency Type.

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THOMSON REUTERS™

Addendum to Order Form Q-10500159

Subscriber: MONTEREY COUNTY CHILD SERVICES

Account #: 1002050712

The Order Form and its governing terms and conditions, and the County of Monterey Standard Contract, as amended (collectively the "Agreement"), between you and the applicable Thomson Reuters entities set forth on the Order Form, is amended to incorporate the terms of this Addendum. As amended, the Agreement will remain in full force and effect according to its terms and conditions. All capitalized terms not otherwise defined in this Addendum will have the meanings given to them in the Agreement. This Addendum supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. If there is a conflict between the terms and conditions of the Agreement and the terms and conditions of this Addendum, the terms and conditions of this Addendum will control.

Modifications to County of Monterey Standard Contract:

Sections 6.01 and 6.02 under the section entitled "Payment Conditions" are deleted in their entirety. Payments will be made in accordance with the Order Form Q-03888280.

Section 7.01 under the section entitled "Termination" is deleted in its entirety. You may terminate this Agreement for cause or non-availability of funds with 30 days prior written notice to us.

Section 8.0 entitled "Indemnification" is amended to state the following:

"Contractor shall indemnify defend and hold harmless the County, it officers, agents and employees from and against any and all costs, claims, demands, damages, losses and liabilities accruing or resulting in connection with the performance of this Agreement to the extent arising from or in any way related to (i) Contractor's gross negligence or intentionally tortious acts; (ii) Contractor's violation of any applicable laws in the provision of the Services for the authorized uses set forth herein; and (iii) claims that the Services being licensed under this Agreement for the authorized uses set forth herein infringes any U.S. patent, copyright, license, or other proprietary right of any third party. Contractor shall have no obligation under this section to indemnify or defend Agency against a claim of infringement resulting from Agency's modification or alteration of the data provided in conjunction with the Services or the combination of data with any product, application, or service not provided by Contractor."

Section 9.01 entitled "Evidence of Coverage" is amended to delete the 3rd sentence, as follows: "In addition, the Contractor upon request shall provide a certified copy of the policy or policies."

Section 9.03 entitled "Insurance Coverage Requirements": The last paragraph is amended to state the following:

"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, subject to any limitation of liability in this contract."

Section 10.5, Royalties and Inventions is deleted in its entirety.

Section 10.6 entitled "Format of Deliverables" is amended to state the following:

"Contractor shall observe and abide by all applicable local, state, and federal laws, in accordance with its respective Product Voluntary Product Accessibility Template (VPAT) for West ProFlex, and as described in the Digital Accessibility Policy for Thomson Reuters. Contractor is committed to advancing accessibility within its products and services for all users, including people with disabilities. With that commitment, Contractor strives to make its products accessible by targeting WCAG 2.1 AA within both its remediation and new development efforts. The accompanying VPAT outlines the

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extent to which West ProFlex currently conforms with that standard. Contractor will create updated product VPATs to the extent practicable, but no more than once annually. County may request a copy of Contractor's current VPAT at any time. Contractor will be responsible to respond to and resolve any complaint brought to its attention regarding the accessibility of its products or services. County and Contractor shall work together to determine a reasonable response to and resolution of all complaints. County agrees that Contractor can satisfy its duty to respond to and resolve complaints under this provision by taking action it deems appropriate under the circumstances, which may in some instances include no further action beyond responding to the complaint."

Section 16.02, Amendments is amended to state the following:

"This Agreement may be amended or modified only by an instrument in writing signed by the County and Contractor, unless provided for in West's General Terms and Conditions."

Section 16.05, Disputes is deleted in its entirety.

Modifications to Agreement. This Agreement is null and void, if the agency does not receive board approval for new agreement.

All other terms and conditions of the Order Form will remain unchanged. Please have this document signed by your authorized representative and returned to us along with the signed Order Form.

West Publishing Corporation		**Subscriber**	
		Signed	
Accepted By	Karen Scriven	Name (please print)	
Title	Senior SCM Consultant	Title	
Date	October 20, 2025	Date	

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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:

Step Up on Second Street, Inc.

(hereinafter "CONTRACTOR").

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

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services to be provided are generally described as follows:

Provide the estimated 40 unsheltered occupants currently living in an encampment area with temporary shelter at the Soledad Interim Housing Facility and the Motel 6, and access to housing navigation, rapid rehousing, case management, supportive services, and linkage to care until all occupants have transitioned to other housing by June 30, 2027.

2.0 PAYMENT PROVISIONS:

2.1 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: **$** 1,701,964.00.

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from retroactive to 11/01/2024 **to** 06/30/2027, 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: See Page 11(a) for list of Exhibits.

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5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

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

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

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

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.05 The Parties agree that CONTRACTOR and its subcontractors shall be reimbursed for mileage based upon the Internal Revenue Service (IRS) standard business mileage rate at the time of travel.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

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7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

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

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

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

9.02 **Qualifying Insurers:** All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

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9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include 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.)

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If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Waiver of Subrogation:

CONTRACTOR hereby grants to County a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the County by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

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Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County,

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to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION:

11.1 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.

13.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

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13.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	**FOR CONTRACTOR:**
Roxanne Wilson, Homeless Services Director	Tod Lipka, CEO
Name and Title	Name and Title
168 W. Alisal Street, 3rd Floor, Salinas, CA 93901	1329 Second Street, Santa Monica, CA 90401-1122
Address	Address
831-755-5445	(310) 394-6889 ext 1626
Phone:	Phone:

16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

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16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.

16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

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16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.2 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.3 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

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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: Tom Spencer 30F2300D718745F...

Contracts/Purchasing Officer

Date: 1/13/2025 | 4:42 PM PST

By: DocuSigned by: Deborah Paolinelli DFCFE819B75E478...

Department Head (if applicable)

Date: 1/14/2025 | 11:37 AM PST

Approved as to Form
Office of the County Counsel[1]
Susan K. Blitch, County Counsel

By: DocuSigned by: Anne Brereton A4609E25D263489...

County Counsel

Date: 12/9/2024 | 11:21 AM PST

Approved as to Fiscal Provisions

By:

Auditor/Controller

Date:

Approved as to Liability Provisions
Office of the County Counsel-Risk Management

By: Signed by: David Bolton 68FDC263FE6243C...

David Bolton, Risk Manager

Date: 12/10/2024 | 7:53 AM PST

CONTRACTOR

STEP UP ON SECOND STREET INC.

Contractor/Business Name *

By: Signed by: Tod Lipka, CEO C2DFB43A0947482...

(Signature of Chair, President, or Vice-President)

Tod Lipka, CEO

Name and Title

Date: 12/9/2024 | 7:46 AM PST

By: DocuSigned by: Alan Darby DB105BB9F84B423...

(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Alan Darby, Board Treasurer and Officer

Name and Title

Date: 12/9/2024 | 9:30 AM PST

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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LIST OF EXHIBITS

STEP UP ON SECOND STREET, INC.

Exhibit A	Scope of Services/Payment Provisions
Exhibit B	Encampment Site Map
Exhibit C	Budget
Exhibit D	Additional Provisions
Exhibit E	Invoice Template
Exhibit F	Participant Animal Guidelines
Exhibit G	HIPAA Certification
Exhibit H	Operational Emergency Shelter Standards
Exhibit I	Quarterly Reporting Template

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STEP UP ON SECOND STREET, INC. ("CONTRACTOR")
ENCAMPMENT FUNDING RESOLUTION PROGRAM OF SOLEDAD

A. **FUNDING AMOUNT** **$1,701,964.00** **ERF-3-R Funding**

B. **CONTRACT TERM** Retroactive to November 1, 2024 to June 30, 2027

C. **CONTACT INFORMATION**

COUNTY Contract Manager:	County of Monterey Administrative Office Sarah Federico, Management Analyst II 168 W. Alisal St, 3rd Floor Salinas, CA 93901 Phone: (831) 755-5341 federicos@co.monterey.ca.us
COUNTY Contract Monitor:	County of Monterey Administrative Office Dania Valdez, Management Analyst I 168 W. Alisal St., 3rd Floor, Salinas, CA 93901 Phone: (831) 796-3049 Valdezd2@countyofmonterey.gov
COUNTY Partner Information:	City of Soledad (City) Beatriz Trujillo, City Housing Analyst 248 Main Street, Soledad, CA 93960 (831) 223-5056 btrujillo@cityofsoledad.gov
CONTRACTOR Information:	Step Up on Second Street, Inc. Tod Lipka, CEO 1328 Second St. Santa Monica, CA 90401-1122 Phone: (310) 394-6889 ext.1626 TLipka@stepup.org
Location of Interim Housing and Services:	City of Soledad – Interim Housing Facility 990 Los Coches Road Soledad, CA 93960 Motel 6 Motel 1155 Front Street Soledad, CA 93960

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D. **SUBAWARD INFORMATION:**
SUBAWARD: HCD Encampment Resolution Funding, round 3 (ERF-3-R)
CONTRACTOR UEI Number: JA9DL54US3E3
Date County Awarded Funding: April 18, 2024
CFDA Passthrough Information and Dollar Amount: N/A
Federal Award Identification Number (FAIN): N/A
Federal Award Description: N/A
Research and Development: No
Maximum Allowable Indirect Cost Rate: 10%

E. **BACKGROUND**
Step Up on Second Street, Inc. ("CONTRACTOR") is a 501(c)(3) non-profit organization and a full-service mental health agency serving communities nationwide since 1994 with permanent and interim supportive housing services. CONTRACTOR is a recognized industry leader in providing housing navigation and supportive housing services in Monterey County. This Agreement with CONTRACTOR will provide unsheltered individuals living in an encampment located along the Salinas River adjacent to the City of Soledad ("Soledad") with access to low-barrier, temporary living facilities and comprehensive supportive services in a housing-focused service model ("program"). The overall goals for the program are to connect 90% of program participants with access to services and interim housing and to exit 75% of program participants into permanent housing or other types of housing by June 30, 2027. This program is a collaborative partnership with Soledad that will share in the development, management, operations, and programmatic oversight of the full program.

F. **DESCRIPTION OF SERVICES**
CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

F.1 CONTRACTOR shall provide interim housing at the locations listed in Section C and access to supportive services, including housing navigation, and rapid re-housing services to an estimated 40 unsheltered occupants currently living in an encampment located in the Salinas Riverbed near Soledad (**EXHIBIT B)**.

F.1.a. CONTRACTOR shall provide low-barrier access to "screen in" referred individuals in coordination with Soledad's Outreach Coordinator.

F.1.b. CONTRACTOR shall coordinate bed/unit assignments as necessary in coordination with Soledad.

F.2 CONTRACTOR shall provide comprehensive supportive services utilizing a Housing First, trauma informed, harm reduction approach to the program participants living at the Motel 6[1] and Soledad's Interim Housing Facility until all program participants have transitioned to other types of housing and/or permanent housing, no later than June 30, 2027. Participant referrals shall be coordinated with Soledad's Outreach Coordinator, for up to 26 clients at any given time.

F.2.a. CONTRACTOR will provide program participants with access to the following services: case management, rapid re-housing and housing navigation, assistance obtaining public benefits and securing documentation, education and employment services, housing retention skills, legal assistance, family connection services, life

[1] The Soledad Street Outreach and Interim Motel Voucher programs are defined in a separate executed Agreement between Soledad and the County.

skills activities, rehabilitations, emotional skills building.

F.2.b. CONTRACTOR shall provide program participants with access to services every day of the week, excluding Sundays, during the hours of 8:00 a.m. to 10:00 p.m.

F.3 CONTRACTOR shall ensure that services are provided within Evidence-Based Best Practices and in compliance with the core components of Housing First, as described in Welfare and Institutions Code Section 8255, subdivision (b). Individuals and families assisted with ERF-3-R funds must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, housing, or other services for which these funds are used.

F.4 CONTRACTOR shall coordinate the provision of daily meals for program participants temporarily living at the Interim Housing Facility in coordination with Soledad's Outreach Coordinator. The daily provision of meals for program participants at the Motel 6 is provided for by Soledad's Street Outreach and Interim Motel Voucher Program through a separate agreement between the COUNTY[1] and Soledad.

F.5 CONTRACTOR shall assist all program participants in coordination with Soledad, in developing a person-centered Individual Service Plan (ISP) or similar detailed individualized plan of the supports, activities, and resources required to achieve personal goals and that outlines the decisions made during a person-centered process of planning and information gathering.

F.6 CONTRACTOR shall match the level of services to the identified needs of individual program participants to both mitigate harm and support each participant's success toward reaching their individualized goals.

F.7 CONTRACTOR shall ensure case managers provide the stability of the daily on-site participant support and linkages with local homeless service providers, Behavioral Health, and Social Services, and will offer appropriate and facilitate participant referrals to off-site services, such as health care.

F.8 CONTRACTOR shall assist all program participants with transportation to access off-site services and activities related to their housing goals.

F.9 CONTRACTOR shall ensure the Interim Housing facilities are pet-friendly and managed in accordance with recommended pet friendly best practices (**EXHIBIT F,** Participant Animal Guidelines).

F.9.a. Ensure all pets are registered and all pet owners receive and sign a pet notice of responsibility.

F.9.b. Enforce pet owner care responsibilities as outlined in **EXHIBIT F,** Participant Animal Guidelines and intervene if necessary to ensure health and safety of animals and program participants.

F.10 CONTRACTOR shall ensure Soledad's Interim Housing Facility is kept in the utmost cleanliness, where interior and exterior floors are cleared each day as needed and will inspect the perimeter of the facility to ensure that all trash is collected daily.

F.10.a. CONTRACTOR may provide staff and/or outsource weekly to perform cleaning services.

F.11 CONTRACTOR shall comply with all Soledad Fire Department regulations.

F.12 CONTRACTOR shall establish a no-fee, facility use agreement with Soledad for use of the Interim Housing Facility located at 990 Los Coches Road, Soledad, CA 93960, upon notification of the certificate of occupancy until June 30, 2027. CONTRACTOR shall ensure the following provisions are included in the facility use agreement:

F.12.a. Protocol to provide staff schedules for the Soledad Interim Housing Facility to ensure there is coverage for scheduling gaps and a notification plan for any

unexpected coverage gaps.

F.12.b. Communication protocol with Soledad's Police Department to ensure the safety of staff and program participants to minimize the impact of the Interim Housing Facility on the neighboring community in coordination with the selected onsite Security provider.

F.12.c. List of Soledad's responsibilities for provision of property utilities, maintenance, and onsite security at the facility during facility use.

F.12.d. List of CONTRACTOR's responsibilities for cleaning services at the facility.

F.12.e. **EXHIBIT F,** Participant Animal Guidelines.

F.12.f. Any compliance requirements required by the City of Soledad and/or Soledad's Fire Department regulations for facility usage.

G. **SERVICE GOALS AND OUTCOMES**

CONTRACTOR shall seek to achieve the following service goals and outcomes as outlined in the ERF-3-R application during this contract term:

G.1 Provide safe and secure shelter for up to 16 unduplicated individuals at any given time at Soledad's Interim Housing Facility.

G.2 Provide supportive services for up to 26 unduplicated individuals at any given time at both location sites.

G.3 Utilize internal/external data management systems to track individual case notes, living plans and goals met.

G.4 65% of program participants will secure interim housing at both location sites by June 30, 2025 in coordination with Soledad's Outreach Program.

G.5 90% of program participants of the encampment site will receive connection to supportive services and interim housing by June 30, 2025.

G.6 15% of program participants will secure permanent housing by June 30, 2027.

G.7 75% of program participants shall exit into transitional and/or permanent supportive housing by June 30, 2027.

H. **TRAVEL/TRAINING REIMBURSEMENT:**

H.1 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 Microsoft Word - County Travel Bus Expense Policy 12 5 12.doc (monterey.ca.us). To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when. CONTRACTOR shall receive compensation for mileage reimbursement up to the rates listed online at www.irs.gov.

I. **CONTRACTOR RESPONSIBILITIES**

I.1 CONTRACTOR agrees to cooperate fully with the COUNTY and Soledad in all matters related to data collection, management, and oversight to ensure compliance with the California Department of Housing and Community Development ("HCD") requirements and in accordance with **EXHIBIT D, Additional Provisions**.

I.2 CONTRACTOR shall inform the COUNTY immediately of failure to perform any component of this executed agreement**.**

I.3 CONTRACTOR shall submit quarterly written reporting as required and defined in Section J, and monthly invoices defined in **Section I of EXHIBIT D**.

I.4 CONTRACTOR shall provide informal monthly updates to the COUNTY and Soledad including capacity counts for the Interim Housing Facility and general feedback to maintain strong communication regarding operations and services.

I.5 CONTRACTOR agrees to coordinate and issue program participant satisfaction surveys to all participants shortly following intake to the program and every 6 months thereafter; to use feedback received to improve services and guest care and to include findings and responses in annual outcomes report. CONTRACTOR shall make survey results available to COUNTY upon request as part of routine contract monitoring.

I.6 CONTRACTOR shall participate in annual monitoring activities conducted by COUNTY and Soledad staff which may include HCD program representatives.

I.6.a. Monitoring may be conducted as a site-visit or desk review. Monitoring activities will evaluate fiscal integrity, customer service, program management, and data collection & reporting procedures. In accordance with this contract's signed Health Insurance Portability & Accountability Act ("HIPAA") agreement (**EXHIBIT G**), CONTRACTOR shall make client files available to authorized County and/or Soledad staff and HCD ERF-3-R program representatives as sample data to verify agency compliance with contract requirements and reported outcome data as necessary.

I.6.b. This provision also includes allowing visits related to the project and film, tape, photograph, interview, and otherwise documentation of operations during normal business hours and with reasonable advance notice. Any outside visitors shall adhere to best practices that respect the privacy of program participants.

I.7 CONTRACTOR shall develop operational policies and procedures for program management, including intake, case management, and service provision incorporating **EXHIBIT H**, County Adopted Operational Emergency Shelter Standards.

I.8 CONTRACTOR agrees that the program will prioritize referrals received through the referral process established by Soledad's Street Outreach Program.

I.9 CONTRACTOR shall establish a Good Neighbor Policy approved by the COUNTY and Soledad.

I.10 CONTRACTOR shall incorporate Enhanced Care Management (ECM) into their services plan for the program.

I.11 CONTRACTOR shall ensure compliance with AB977 regarding any ERF-3-R required data collection in the Homeless Management Information System.

I.11.a. CONTRACTOR shall participate in and provide data elements, including, but not limited to, health information in a manner consistent with federal law, to the statewide Homeless Management Information System (known as the Homeless Data Integration System or HDIS"), as required by Health and Safety Code section 50220.6. Any health information provided to, or maintained within, the statewide Homeless Management Information System shall not be subject to public inspection or disclosure under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code).

I.11.b. CONTRACTOR shall establish three new programs in HMIS:

1. <u>Soledad Shelter Program:</u>
   - Project Type: Emergency Shelters (ES)
   - ES Subtype: Entry/Exit
   - Operating Start Date: November 1, 2024
   - Housing Type: Site-Based in single location

- HMIS Grant ID: CALICH-COU-020_CA-HCD-ERF3R

2. Motel 6 Program:
   - Project Type: Emergency Shelter (ES)
   - ES Subtype: Entry/Exit
   - Operating Start Date: November 1, 2024
   - Housing Type: Site-based in a single location
   - HMIS Grant ID: CALICH-COU-020_CA-HCD-ERF3R
3. Rapid Re-Housing Program:
   - Project Type: PH Rapid Re-Housing
   - RRH Subtype: RRH: Housing with or without services
   - Operating Start Date: November 1, 2024
   - Housing Type: Tenant-based scattered-site
   - HMIS Grant ID: CALICH-COU-020_CA-HCD-ERF3R

I.11.c. CONTRACTOR acknowledges that the COUNTY reserves the right to terminate this agreement if data is not collected in accordance with CA506 data standards.

I.12 CONTRACTOR shall ensure services are Americans with Disabilities Act (ADA) compliant.

I.13 CONTRACTOR and its subcontractors, hereby certify under penalty of perjury under the laws of the State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 Cal. GOV Code § 8350.

I.14 CONTRACTOR shall notify the COUNTY and Soledad immediately of any incidents that must be reported and/or that may require a response to the public or elected officials.

I.15 CONTRACTOR shall immediately notify COUNTY and Soledad of any significant issues with program participants; time is of the essence. Significant issues include but are not limited to disciplinary or safety issues that impact program participants' stay in any of the Interim Housing sites.

I.16 CONTRACTROR shall immediately notify the COUNTY and Soledad of any changes to managerial or supervisory staffing and/or contact information.

I.17 All activities regarding CONTRACTOR budget, timeline, scope of work and payment provisions/invoicing must be authorized and approved by COUNTY.

I.18 CONTRACTOR shall recruit and train staff members responsible for program management, and onsite-peer support.

I.19 CONTRACTOR shall ensure that all services and program documents are provided in the Spanish language at minimum and when other languages are needed utilize any resources necessary to accommodate.

I.20 CONTRACTOR shall provide incontinence and feminine hygiene products, including, but not limited to, sanitary napkins, tampons, and panty liners, to program participants as needed, free of charge. Obligation to satisfy this requirement is subject to the availability of funds, however, CONTRACTOR shall make attempts to coordinate or request donations when funds are not available and collect data on the cost, demand, and utilization to help inform future resources to support this service.

I.21 CONTRACTOR shall ensure the program is accessible and welcoming to each of the following clients: residents with mental illness and/or disabilities, LGBTQ+, Minors, and survivors of domestic violence and human trafficking.

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J. **REPORTING INSTRUCTIONS AND SUBMISSION**

J.1 CONTRACTOR shall attend at least one (1) status meeting with COUNTY and Soledad per week to ensure regular communication regarding services and operations. If CONTRACTOR is unable to attend a regularly scheduled meeting, CONTRACTOR shall provide notification and status report via email to the COUNTY Contract Manager and COUNTY Partner listed in Section C.

J.2 CONTRACTOR shall submit monthly invoices submitted on the 10th of the month following the month services are provided as defined in Section N.

J.3 CONTRACTOR shall provide COUNTY with quarterly written reports addressing performance of activities outlined in Section F: Description of Services and quarterly expenditures per eligible use categories detailed in the budget (**EXHIBIT C)**.

J.3.a. CONTRACTOR shall submit signed original quarterly reports via email to the County Contract Manager and CC: to COUNTY Partner listed in Section C, using the reporting template (**EXHIBIT I).**

J.3.b. CONTRACTOR shall attach a quarterly anonymized person served list illustrating the housing outcomes of each person served by the ERF-3-R program.

J.4 CONTRATOR shall submit Quarterly expenditure and activity reports by the following deadlines:

Due Date	Reporting Period Beginning date	Reporting Period End Date
January 15, 2025	October 1 2024	December 31, 2024
April 15, 2025	January 1, 2025	March 31, 2025
July 15, 2025	April 1, 2025	June 30, 2025
October 15, 2025	July 1, 2025	September 30, 2025
January 15, 2026	October 1, 2025	September 30, 2025
April 15, 2026	January 1, 2026	March 31, 2026
July 15, 2026	April 1, 2026	June 30, 2026
October 15, 2026	July 1, 2026	September 30, 2026
January 15, 2027	October 1, 2026	December 31, 2026
April 15, 2027	January 1, 2027	March 31, 2027
July 15, 2027	April 1, 2027	June 30, 2027
October 31, 2027	October 1, 2024	June 30, 2027

J.5 CONTRACTOR shall submit Annual reports on July 15th of each year in alignment with the ERF-3-R annual reporting periods with the following narrative information:

J.5.a. Program Objectives
J.5.b. Program Challenges
J.5.c. Program Success Stories
J.5.d. Attach an anonymized person served list illustrating the housing outcomes of each person served by the ERF-3-R program.

J.6 CONTRACTOR shall provide upon request, information and documentation on service delivery models developed with grant funds to designated staff from the COUNTY and Soledad. This includes any necessary materials to study the program or replicate it for implementation across the State of California.

J.7 CONTRACTOR shall maintain adequate records to support the reported statistics regarding beneficiary characteristics and services provided under the ERF-3-R funding.
J.7.a. Records demonstrating that funded activities meet the objectives of the ERF-3-R program.
J.7.b. Records are required to determine the eligibility of activities per eligible use.

J.8 CONTRACTOR shall participate in **annual contract monitoring** conducted by the COUNTY to review fiscal integrity, customer service, business management, and service delivery and may include an on-site visit. Completion of this measure shall be documented through the issuance of a contract monitoring report to be provided by the **County Contract Monitor** listed in Section C.

K. ADDITIONAL REPORTING INSTRUCTIONS - TIMELINE & MILESTONES

K.1 CONTRACTOR will follow the following timeline with set milestones:

Start Date	End Date	Milestone Accomplished
November 2024	March 2025	Hire staff for program Operations and Supportive Services for all program participants.
November 2024	March 2025	Development of operational policies and procedures for Interim Housing program management, including intake, case management, and service provisions.
November 2024	March 2025	Participate in coordinated outreach efforts facilitated by Soledad's Street Outreach program to provided linkages to encampment occupants to relevant services as necessary.
November 2025	June 2025	• 65% of encampment occupants will secure Interim Housing at facility and Motel 6. • 90% of program participants will be connected to Step Up supportive services.
April 2025	June 2027	• 75% of program participants will be served by the program end date of June 30, 2027. • 15% of program participants will secure permanent housing by June 30, 2027.

L. FINANCIAL OVERSIGHT AND ACCOUNTING

L.1 CONTRACTOR shall ensure all program operations and objectives advance ERF-3-R's objective and fall within the following Eligible Use categories:

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Eligible Use Category	Eligible Activities Applied to the Eligible Population
Rapid Rehousing	Rapid rehousing, including housing identification services, rental subsidies, security deposits, incentives to landlords, and holding fees for eligible persons, housing search assistance, case management and facilitate access to other community-based services.
Interim Housing	Interim Housing, limited to newly developed clinically enhanced congregate shelters, new or existing non-congregate shelters, and operations of existing navigation centers and shelters based on demonstrated need that are well suited for eligible persons.

L.1.a. CONTRACTOR shall submit invoices utilizing the template approved by COUNTY described in Section I of **EXHIBIT D**.

L.2 CONTRACTOR shall collaborate with COUNTY to prepare and submit budget modifications as needed.

L.3 All proceeds from any interest-bearing account established by the CONTRACTOR for the deposit of ERF-3-R funds, along with any interest-bearing accounts must be used for eligible activities and reported on as required by the HCD and reported to the County in quarterly reporting defined in Section J of this Agreement.

L.4 ERF-3-R program funds shall not be used for costs associated with activities in violation, conflict, or inconsistent with HSC Sections 50250 – 50254, other applicable laws, the terms and conditions of this Agreement, CONTRACTOR nor their agents shall directly or indirectly use ERF awards for any use or activity that is in violation, conflict, or inconsistent with the legislative intent of the authorizing statute to ensure the safety and wellness of people experiencing homelessness in encampments. ERF-funded activities that cause a traumatic effect are inconsistent with ensuring the safety and wellness of people experiencing homelessness in encampments.

L.5 ERF-3-R program funds shall not be used to supplant existing local funds for homeless housing, assistance, prevention, or encampment resolution including encampment site restoration or waste management.

L.6 CONTRACTOR acknowledges that this Agreement is valid and enforceable only if sufficient ERF-3-R funds are made available to COUNTY for the administration of the services under this Agreement.

L.7 In the event ERF-3-R funding is terminated, reduced, or the CONTRACTOR breaches any of the duties under this Agreement, CONTRACTOR agrees to cooperate with COUNTY to return any unused funds including any initial payments made within thirty (30) days of written notice from the COUNTY.

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M. **PAYMENT PROVISIONS**

M.1 COUNTY shall pay CONTRACTOR according to the terms set forth in **EXHIBIT D, Section I**, PAYMENT BY COUNTY, of this Agreement.

M.2 The total maximum amount payable to CONTRACTOR for the period November 1, 2024, through June 30, 2027, shall not exceed **one million seven hundred one thousand one hundred sixty-four dollars and zero cents ($1,701,164.00)** as set forth in **EXHIBIT C,** Budget.

M.3 CONTRACTOR shall submit original signed invoices, monthly to COUNTY setting for the amount claimed by the 10th day of the month in which services were performed on the form set forth in **EXHIBIT E. The final invoice is due no later than the 10th of July 2027.**

M.4 An initial payment of **three hundred thousand dollars and zero cents ($300,000)** shall be paid to the CONTRACTOR upon execution of this Agreement and will be offset by up to **twenty-five thousand dollars and zero cents ($25,000) from monthly invoices until the *initial payment* funds are expended.** The initial payment will have a certified invoice, which will be approved by the COUNTY Homelessness Strategy and Initiatives Division for advanced work to hire program staff, purchase program supplies and equipment and provide interim sheltering and rapid rehousing to program participants with immediate needs. All payments after the initial payment to the CONTRACTOR will be paid to the CONTRACTOR thirty (30) days after a certified invoice is provided to the Auditor-Controller.

M.5 Except for the initial payment, CONTRACTOR shall submit monthly invoices until all remaining ERF-3-R funds are exhausted or completion of the Agreement, whichever occurs first. The monthly invoice shall set forth the total amount to be paid for the services performed under this Agreement for the previous month, together with an itemized basis for the amounts claimed and a deduction per the instructions in M.4, 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 Auditor-Controller for payment. The COUNTY Auditor-Controller shall pay the amount certified within thirty (30) days of receiving the invoice.

N. **INVOICING INSTRUCTIONS & SUBMISSION**

N.1 CONTRACTOR shall submit original signed monthly invoices with supportive documentation to the COUNTY Contract Manager listed in Section C and to HomelessServices@countyofmonterey.gov setting forth the amount to be paid by the 10th day of the month following the month in which services are performed. Invoices may be submitted more frequently as necessary or as agreed upon.

N.2 The invoice shall be submitted based on funding amounts detailed in **EXHIBIT C** and set forth in **EXHIBIT E**.

N.3 The final invoice for close out is due no later than the 10th of July 2027.

N.4 **All funds must be expended by CONTRACTOR by June 30, 2027.**

O. **INDEMNIFICATION**

CONTRACTOR shall indemnify and make whole the COUNTY should any funds be stolen, used in fraudulent activities, or not used for the purposes set forth in this Agreement.

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ENCAMPMENT SITE MAP

City Limits and Nearby Properties



1/30/2023

1:3,220

0 0.02 0.04 0.08 mi

0 0.04 0.07 0.14 km

Maxar, Microsoft, Esri Community Maps Contributors, California State Parks, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph,

CITY OF SOLEDAD
PLANNING DIVISION

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November 1, 2024 to June 30, 2027

Agency Name: Step Up on Second Street, Inc - Soledad ERF-3-R Program

Expense Categories	ERF-3-R
Service Coordinators	$ 540,000.00
On-site Peer Support Specialist	$ 33,280.00
Program Manager	$ 100,000.00
Housing Navigator	$ 162,000.00
Program Client Services	$ 205,360.00
Program Site Costs	$ 176,600.00
Rapid Rehousing	$ 330,000.00
Indirect (10% Max)	$ 154,724.00
Program Total	**$ 1,701,964.00**

Budget Narrative

Expense Category	Line-Item narrative
Service Coordinators	100% of 4.00 FTE @ $540,000.00 over 28 months. Service Coordinators are responsible for daily case management support for program participants including assistance with residential care and access to supportive services.
Onsite Peer Support Specialist	100% of 1.0 FTE @ 33,280.00 over 28 months. Resident program participant hired to provide peer support.
Program Manager	100% of .50 FTE @ $100,000 over 28 months. Program manager is responsible for daily program operations and direct service programs.
Housing Navigator	100% of 1.0 FTE @ $162,000 over 36 months. The housing navigator provides housing locator services, for unhoused or unstable housed partners based on a Housing First Model.
Program Client Services	Flexible spending dollars to support housing maintenance, and community integration. Costs include support with utilities, transportation, incentives, pet support, hygiene supplies kit, clothing, food and goods gift cards, education, and job preparation/training.
Program Costs	Program Operations at Interim Housing Facility/Motel 6: equipment rental including copiers & water, cleaning services for the Interim Housing Facility only, office Supplies (printing, postage, courier), office furniture (desk, chair, file cabinets), Communications (staff cell phone and internet), Laptop Computer (for HMIS entry, chart documentation, and data reporting), Staff Travel, Training, and any insurance costs for the shelter.
Rapid Rehousing	Direct financial assistance to support rapid rehousing of program participants.

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Indirect	Indirect Administrative costs including Human Resources, Accounting, Corporate Costs at 10%

FUNDING: ERFG2SOLED

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MONTEREY COUNTY
HOMELESSNESS STRATEGY AND INITIATIVES DIVISION
OF THE COUNTY ADMINISTRATIVE OFFICE

ADDITIONAL PROVISIONS

I. PAYMENT BY COUNTY:

1.01 Monthly claims/invoices by CONTRACTOR: Not later than the tenth (10^{th}) day of each month, CONTRACTOR shall submit to COUNTY a signed invoice setting forth the amount claimed. All invoices (monthly and final) shall be submitted in the form set forth in **Exhibit E, Invoice Template**.

1.02 Final Invoice; forfeiture for late invoice: CONTRACTOR's final month and end of fiscal year invoice is due, and must be received by COUNTY, no later than close of business on **July 10th. If the Final Invoice is not received by COUNTY by close of business on July 10th. CONTRACTOR understands and agrees that the reimbursement of CONTRACTOR's final expenses represented by that invoice may be forfeited, and COUNTY shall have no legal obligation regarding it, nor shall COUNTY be required to make any payment towards that untimely/late invoiced claim.**

1.03 Allowable Costs: Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement, as set forth in **Exhibit A**. Only the costs and eligible uses listed in **Exhibit A, Section L** as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.

1.04 Cost Control: CONTRACTOR shall not exceed by more than ten (10) percent any contract expense line-item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this contract. Therefore, an increase in one-line item will require corresponding decreases in other line items.

1.05 Payment in Full:
(a) If COUNTY certifies and pays the amount requested by CONTRACTOR, such payment shall be deemed payment in full for the month in question and may not thereafter be reviewed or modified, except to permit COUNTY's recovery of overpayments.

(b) If COUNTY certifies and pays a lesser amount than the amount requested, COUNTY shall, immediately upon certification of the lesser amount, notify CONTRACTOR in writing of such certification. If CONTRACTOR does not protest the lesser amount by delivering to COUNTY a written notice of protest within twenty (20) days after CONTRACTOR's receipt of the certification, then payment of the lesser amount shall be

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deemed payment in full for the month in question and may not thereafter be questioned by CONTRACTOR.

1.06 Disputed payment amount: If COUNTY pays a lesser amount than the amount requested, and if CONTRACTOR submits a written notice of protest to COUNTY within twenty (20) days after CONTRACTOR's receipt of the certification, then the parties shall promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such dispute until the parties have met and attempted to resolve the dispute in person.

II. PERFORMANCE STANDARDS & COMPLIANCE

2.01 Outcome objectives and performance standards: CONTRACTOR shall for the entire term of this Agreement provide the service outcomes set forth in **Exhibit A.** CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit A**, unless prevented from doing so by circumstances beyond CONTRACTOR's control, including but not limited to, natural disasters, fire, theft, and shortages of necessary supplies or materials due to labor disputes.

2.02 County monitoring of services: COUNTY shall monitor services provided under this Agreement in order to evaluate the effectiveness and quality of services provided.

2.03 Notice of defective performance: COUNTY shall notify CONTRACTOR in writing within thirty (30) days after discovering any defects in CONTRACTOR's performance. CONTRACTOR shall promptly take action to correct the problem and to prevent its recurrence. Such corrective action shall be completed and a written report made to the COUNTY concerning such action not later than thirty (30) days after the date of the COUNTY's written notice to CONTRACTOR.

2.04 Termination for cause: Notwithstanding Section 7.02 of the Agreement, if the corrective actions required above are not completed and the report to the COUNTY not made within thirty (30) days, the COUNTY may terminate this Agreement by giving five (5) days' written notice to CONTRACTOR.

2.05 Training for Staff: CONTRACTOR shall insure that sufficient training is provided to its volunteer and paid staff to enable them to perform effectively on the project, and to increase their existing level of skills. Additionally, CONTRACTOR shall ensure that all staff completes Division 21 Civil Rights training.

2.06 Bi-lingual Services: CONTRACTOR shall ensure that qualified staff is available to accommodate non-English speaking, and limited English proficient, individuals.

2.07 Assurance of drug free-workplace: CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, Government Code sections 8350 et seq., by doing the following:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is

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prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition;

- Establishing a drug-free awareness program to inform employees about all of the following:
  1) the dangers of drug abuse in the workplace;
  2) the organization's policy of maintaining a drug-free workplace;
  3) any available drug counseling, rehabilitation, and employee assistance programs;
  4) the penalties that may be imposed upon employees for drug abuse violations;
  5) requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

III. CONFIDENTIALITY

CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions (W & I) Code Sec. 10850, 45 CFR Sec. 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order requiring disclosure. Confidential information gained by CONTRACTOR from access to any such records, and from contact with its clients and complainants, shall be used by CONTRACTOR only in connection with its conduct of the program under this Agreement. The COUNTY, through the Director of Homelessness Strategy and Initiatives of the County Administrative Office (CAO-HSI), and his/her representatives, shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of the COUNTY shall remain confidential and may be disclosed only as permitted by law.

IV. NON-DISCRIMINATION

CONTRACTOR certifies that to the best of its ability and knowledge it will comply with the nondiscrimination program requirements set forth in this Section.

4.01 Discrimination Defined: The term "discrimination" as used in this contract, is the same term that is used in Monterey County Code, Chapter 2.80 "Procedures for Investigation and Resolution of Discrimination Complaints"; it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or other discriminatory practice by any Monterey County official, employee or agent, due to an individual's race, color, ethnic group, national origin, ancestry, religious creed, sex, sexual orientation, age, veteran's status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

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4.02 Application of Monterey COUNTY Code Chapter 2.80: The provisions of Monterey COUNTY Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. Complaints of discrimination made by CONTRACTOR against the COUNTY, or by recipients of services against CONTRACTOR, may be pursued using the procedures established by Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for the prompt and fair resolution of discrimination complaints made against CONTRACTOR by its own employees and agents, and shall provide a copy of such procedures to COUNTY on demand by COUNTY.

4.03 Compliance with laws: During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal, state and local laws and regulations which prohibit discrimination, including but not limited to the following:

- **California Fair Employment and Housing Act**, California Government Code Sec. 12900 et seq., see especially Section 12940 (c), (h), (1), (i), and (j); and the administrative regulations issued thereunder, 2 Calif. Code of Regulations Secs. 7285.0 et seq. (Division 4 - Fair Employment and Housing Commission);

- **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; including **Title 22 California Code of Regulations 98000-98413**.

- **Federal Civil Rights Acts of 1964 and 1991** (see especially Title VI, 42 USC Secs. 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 80);

- **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 Parts 80, 84 and 91); and all guidelines and interpretations issued pursuant thereto;

- **7 Code of Federal Regulations (CFR),** Part 15 and **28 CFR** Part 42;

- **Title II of the Americans with Disabilities Act of 1990** (P.L. 101-336), 42 U.S.C. Secs. 12101 et seq. and 47 U.S.C. Secs. 225 and 611, and any federal regulations issued pursuant thereto (see 24 CFR Chapter 1; 28 CFR Parts 35 and 36; 29 CFR Parts 1602, 1627, and 1630; and 36 CFR Part 1191);

- **Unruh Civil Rights Act**, Calif. Civil Code Sec. 51 et seq., as amended;

- **Monterey COUNTY Code**, Chap. 2.80.;

- **Age Discrimination in Employment Act 1975,** as amended **(ADEA),** 29 U.S.C. Secs 621 et seq.;

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- **Equal Pay Act of 1963**, 29 U.S.C. Sec. 206(d);
- **California Equal Pay Act**, Labor Code Sec.1197.5.
- **California Government Code** Section 4450**;**
- **The Dymally-Alatorre Bilingual Services Act; Calif. Government Code Sec. 7290 et seq.**
- **The Food Stamp Act of 1977, as amended and in particular Section 272.6.**
- **California Code of Regulations, Title 24, Section 3105A(e)**
- **Removal of Barriers to Inter-Ethnic Adoption Act of 1996, Section 1808**

4.04 Written assurances: Upon request by COUNTY, CONTRACTOR will give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973 and/or the Americans with Disabilities Act of 1990, as may be required by the federal government in connection with this Agreement, pursuant to 45 CFR Sec. 80.4 or 45 CFR Sec. 84.5, and 91; 7 CFR Part 15; and 28 CFR Part 35**,** or other applicable State or federal regulation.

4.05 Written non-discrimination policy: Contractor shall maintain a written statement of its non-discrimination policies which shall be consistent with the terms of this Agreement. Such statement shall be available to employees, recipients of services, and members of the public, upon request.

4.06 Grievance Information: CONTRACTOR shall advise applicants who are denied CONTRACTOR's services, and recipients who do receive services, of their right to present grievances, and of their right to a State hearing concerning services received under this Agreement.

4.07 Notice to Labor Unions: CONTRACTOR shall give written notice of its obligations under paragraphs 4.01 - 4.08 to labor organizations with which it has a collective bargaining or other agreement.

4.08 Access to records by government agencies: CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing, and any state agency providing funds for this Agreement, upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these non-discrimination provisions.

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4.09 Binding on Subcontractors: The provisions of paragraphs 4.01 - 4.08 shall also apply to all of CONTRACTOR's subcontractors. CONTRACTOR shall include the non-discrimination and compliance provisions of these paragraphs in all subcontracts to perform work or provide services under this Agreement.

V. ADDITIONAL REQUIREMENTS

5.01 Covenant Against Contingent Fees: CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement. For breach or violation of this warranty, COUNTY shall have the right to terminate this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

5.02 Debarment, Suspension and Fraud, and Abuse: CONTRACTOR certifies to the best of its knowledge and belief, that it and any subcontractors:

- **a)** Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or State department or agency.
- **b)** Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- **c)** Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses in 5.02(b).
- **d)** Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.

CONTRACTOR shall report immediately to COUNTY in writing, any incidents of alleged fraud and/or abuse by either CONTRACTOR or its subcontractors.

CONTRACTOR shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by COUNTY.

CONTRACTOR agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the debarment/suspension status of any subcontractors.

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VI. CONTRACT ADMINISTRATORS

6.01 Contract Administrator – CONTRACTOR: CONTRACTOR hereby designates its Chief Executive Officer as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of CONTRACTOR shall be under the direction of, or shall be submitted to, the CONTRACTOR's Contract Administrator. CONTRACTOR may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to COUNTY of any such change.

6.02 Contract Administrator – COUNTY: COUNTY hereby designates the Director of Homelessness Strategy and Initiatives Division (CAO-HSI) as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of COUNTY shall be under the direction of, or shall be submitted to, the Director or such other COUNTY employee in the CAO-HSI as the Director may appoint. COUNTY may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to CONTRACTOR of any such change.

VII. CONTRACT DEPENDENT ON GOVERNMENT FUNDING

COUNTY's payments to CONTRACTOR under this Agreement are funded by the State and/or Federal governments. If funds from State and/or Federal sources are not obtained and continued at a level sufficient to allow for COUNTY's purchase of the indicated quantity of services, then 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 COUNTY may specify in its notice, unless in the meanwhile the parties enter into a written Amendment modifying this Agreement.

VIII. APPEAL PROCESS

In the event of a dispute or grievance regarding the terms and conditions of this Agreement, both parties shall abide by the following procedures:

a) CONTRACTOR shall first discuss the problem informally with the designated CAO-HSI Contact/Program Analyst. If the problem is not resolved, CONTRACTOR must, within fifteen (15) working days of the failed attempt to resolve the dispute with Contact/Program Analyst, submit a written complaint, together with any evidence, to the CAO-HSI Director. The complaint must include a description of the disputed issues, the legal authority/basis for each issue which supports CONTRACTOR’s position, and the remedy sought. The CAO-HSI Director shall, within fifteen (15) working days after receipt of CONTRACTOR’s written complaint, make a determination on the dispute, and issue a written decision and reasons therefore. All written communication shall be pursuant to Section 14. NOTICES of this Agreement. Should CONTRACTOR disagree with the decision of the Director, CONTRACTOR may appeal the decision to the County Administrative Officer (CAO Officer).

b) CONTRACTOR’s appeal of the Director’s decision must be submitted to the CAO Officer within ten (10) working days from the date of the decision; be in writing, state the reasons why the decision is unacceptable, and include the original complaint, the decision that is the subject of appeal, and all supporting documents. Within twenty (20) working

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days from the date of CONTRACTOR'S appeal, the CAO Officer, or his/her designee, shall meet with CONTRACTOR to review the issues raised on appeal. The CAO Officer shall issue a final written decision within fifteen (15) working days of such meeting.

c) CONTRACTOR may appeal the final decision of the CAO Officer in accordance with the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5 commencing with Section 251, or Subchapter 3 commencing with Section 300, whichever is applicable, of the California Code of Regulations).

d) CONTRACTOR shall continue to carry out the obligations under this Agreement during any dispute.

e) Costs incurred by CONTRACTOR for administrative/court review are not reimbursable by COUNTY.

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1328 Second St., Santa Monica, CA 90401

Step Up Contract Administrator: Tod Lipka, CEO
Email Address: Tlipka@stepup.org
Direct Phone Number: (310) 394-6889

Invoice Period:	
Date of Invoice:	
Invoice No:	
Contract Term:	

Prepayment Balance:	$	300,000.00

Total Monthly Expenses:	$	1,701,964.00
Prepayment Deduction:	$	-
Total Amount to be Paid:	**$**	**-**

Total Budget:	**$**	**1,701,964.00**
Interim Sheltering:	$	1,209,964.00
Rapid Rehousing:	$	492,000.00
Prepayment Amount:	$	300,000.00

To Date Expenses:	$	1,701,964.00
Interim Sheltering Balance:	$	1,209,964.00
Rapid Rehousing Balance:	$	492,000.00
Contract Remaining Balance:	$	1,701,964.00

Monthly Expenses

Expense Categories	Total Budget	ERF-3-R	Total Monthly Expenses	Year to Date Expenses	Balance Remaining
Service Coordinators	$ 540,000.00	$ -		$ -	$ 540,000.00
On-Site Peer Support Specialist	$ 33,280.00	$ -	$ -	$ -	$ 33,280.00
Program Manager	$ 100,000.00	$ -	$ -	$ -	$ 100,000.00
Housing Navigator	$ 162,000.00	$ -	$ -	$ -	$ 162,000.00
Client Services	$ 205,360.00	$ -	$ -	$ -	$ 205,360.00
Program Costs	$ 176,600.00	$ -	$ -	$ -	$ 176,600.00
Rapid Rehousing	$ 330,000.00	$ -	$ -	$ -	$ 330,000.00
Indirect	$ 154,724.00	$ -	$ -	$ -	$ 154,724.00
Service Total	**$ 1,701,964.00**	$ -	$ -	$ -	$ 1,701,964.00
		Deduction**		$ -	
		Total Amount to be Paid	$ -		

*Attach all itemized invoices if applicable.

**Per Agreement, Exhibit A, Section M: CONTRACTOR shall deduct up to $25,000 of monthly expenses per invoice until the Prepayment Balance is zero.

I certify that this report is correct and complete to the best of my knowledge and that the costs are eligible pursuant to the terms of the contract.

Person Completing Invoice Title

Authorizing Signature Date

County Contract Manager Approval Date

Remit Payment To: Step Up on Second Street, Inc.
Remittance Address: Attn: Accounts Receiveables
1328 Second Street
Santa Monica CA 90401-1122

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PARTICIPANT ANIMAL GUIDELINES – PET FRIENDLY FACILITY

A. PURPOSE

The following are guidelines regarding personal pet care while residing within the Soledad Interim Housing Program located at 990 Los Coches Road and the Motel 6 in the City of Soledad. If vaccination proof is unavailable, the pet may be accepted temporarily but must be scheduled for vaccination. All guests with pets must sign an acknowledgement of these guidelines. A sample acknowledgement form is provided at the end of this exhibit below.

B. POLICY GUIDELINES

Both service and emotional support animals and pets are eligible to reside at any of the Soledad interim housing sites. CONTRACTOR is responsible for providing clear client advisement on, as well as ongoing enforcement of, the following pet policies and practices: Upon entry into the program the participant must be advised of the following:

- B.1 All animals must be registered with the shelter.
- B.2 The animal must display behavior that is appropriate for a communal living space and will be held to the same standards as all residents. If the animal displays inappropriate (e.g., aggressive, or destructive) behavior, the animal will be assessed and provided with resources to assist with the issue. If the behavior does not improve, the animal may be provided with temporary housing resources outside of the shelter. Participants may be required to remove their animals for any of the following reasons:
  - B.2.1 The animal's behavior poses a direct threat to the safety of others and the threat cannot be eliminated by a reasonable modification.
  - B.2.2 The animal is disruptive and interfering with the program and the participant does not take effective action to control it.
  - B.2.3 The animal is creating an unsanitary condition.
- B.3 Participants are responsible for taking care of their animal. This includes:
  - B.3.1 The animal must have food and fresh water.
  - B.3.2 Dogs must be walked daily.
  - B.3.3 Waste material is to be picked-up and properly disposed.
  - B.3.4 The animal must be kept clean – e.g., bathed one time per week or as needed; the participant is responsible for cleaning the bathroom tub or sink if used for animal washing.
  - B.3.5 Crate/carriers must be washed on a weekly basis or as needed.
  - B.3.6 Participants must keep their animal current with any required vaccinations (proof is required) and attend to any medical needs that their animal may have.
- B.4 Animals must be free of fleas and other pests.
- B.5 Owners must agree to store food for their animals in designated areas and may not to leave food or water for their animal outside of their dwelling where it may attract other animals.
- B.6 Participants must feed, water, clean, exercise and cleanup after their animal.
- B.7 All animals must be appropriately contained. For example, dogs must be on a leash or in a crate while indoors and cats must be carried or kept in an appropriately sized crate/carrier when outside the participant's dwelling.
- B.8 Animals must be in a crate if left unattended. If the owner allows another participant to watch the animal while they are off site, this decision is solely the responsibility of the owner and the animal's behavior remains the responsibility of the owner.

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B.9 The animal's owner is accountable for providing for and taking care of the animal. The shelter does not assume any liability for the animal while it is in the shelter.

B.10 Owners must have an identified emergency care person.

B.10.1 Owners must provide the name and contact information of an emergency care person who will take care of their animal in the event that the owner is in the hospital, jail, or otherwise indisposed.

B.10.2 Animal control will be contacted if the emergency care person is unable to be contacted or unwilling to care for the animal.

B.11 The following are recommendations for the animals before entering the shelter. If animals do not meet these suggested policies, the shelter staff is able to provide information about low-cost/free resources for animals to receive these services:

B.11.1 Pets should have a current vaccination (e.g., rabies) and city licensure.

B.11.2 Dogs and cats should be spayed/neutered.

B.11.3 If applicable, participants should register their animal as a service animal or emotional support animal as it may facilitate the process to obtain permanent housing.

C. GUIDELINES REGARDING SERVICE ANIMALS

C.1 Clients may request permission to be accompanied by a service animal. Service animals are individually trained to do work or perform tasks for people with disabilities. When it is not obvious what service an animal provides, staff should limit inquiries to the following two questions:

C.1.1 Is the animal required because of a disability?

C.1.2 What work or task has the animal been trained to perform?

C.2 Staff should not ask about the person's disability or ask that the animal demonstrate its ability to perform the work or task. Participants that require the assistance of a service animal are not required to provide any form of documentation. Participants that require the assistance of an emotional support animal may be required to provide documentation from a medical provider, psychologist, social worker, non-medical service provider, peer support group member, or other reliable third party that the participant has a disability, and that the animal provides support that alleviates a symptom or effect of their disability. A determination regarding whether any documentation for an emotional support animal is required will be considered on a case-by-case basis. If the client answers 'yes' to either of the questions, they are entitled to be accompanied by the service animal pending immunization verification of the following:

C.2.1 Rabies Certification

C.2.2 Spray/Neuter Certification (if applicable)

Guidelines adopted from recommendations by the National Alliance to End Homelessness, www.endhomlessness.org

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D. ACKNOWLEDGEMENT OF PARTICIPANT ANIMAL GUIDELINES

My designated emergency care person is _____.

who can be reached at the following address and telephone number _____

_____.

I understand the shelter guidelines for Soledad Interim Housing Programpets. I know that I can be required to remove my animal from the shelter if I do not follow the Participant Animal Guidelines.

_____	_____
Participant's name (print)	Participant's name (signature)
_____	_____
Staff's Signature	Date

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Health Insurance Portability & Accountability Act (HIPAA) Certification

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"); and

WHEREAS, CONTRACTOR and COUNTY have entered into an Agreement ("the Agreement") to which this Certification is an attachment whereby CONTRACTOR will provide certain services to COUNTY; and

WHEREAS, CONTRACTOR may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under the underlying Agreement.

THEREFORE, in consideration of the Parties' continuing obligations under the Agreement, compliance with the HIPAA Privacy Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONTRACTOR agrees to the provisions of this Certification and of the HIPAA Privacy Rule and to protect the interests of COUNTY.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule. In the event of an inconsistency between the provisions of this Certification and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule shall control. Where provisions of this Certification are different than those mandated in the HIPAA Privacy Rule, but are nonetheless permitted by the HIPAA Privacy Rule, the provisions of this Certification shall control.

The term "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that 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 that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

CONTRACTOR acknowledges and agrees that all Protected Health Information that is created or received by COUNTY and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by COUNTY, or its operating units, to CONTRACTOR or is created or received by CONTRACTOR on COUNTY's behalf shall be subject to this Certification.

II. CONFIDENTIALITY REQUIREMENTS

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(a) CONTRACTOR agrees:
(i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom COUNTY is required to disclose such information, or as otherwise permitted under this Certification, or the underlying Agreement ,(if consistent with this Certification and the HIPAA Privacy Rule), or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by COUNTY; and
(ii) at termination of the Agreement, (or any similar documentation of the business relationship of the Parties), or upon request of COUNTY, whichever occurs first, if feasible CONTRACTOR will return or destroy all Protected Health Information received from or created or received by CONTRACTOR on behalf of COUNTY that CONTRACTOR still maintains in any form, and retain no copies of such information, or if such return or destruction is not feasible, CONTRACTOR will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible; and
(iii) to ensure that its agents, including a subcontractor(s), to whom it provides Protected Health Information received from or created by CONTRACTOR on behalf of COUNTY, agrees to the same restrictions and conditions that apply to CONTRACTOR with respect to such information. In addition, CONTRACTOR agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause CONTRACTOR to breach the terms of the Agreement.

(b) Notwithstanding the prohibitions set forth in this Certification or the Agreement, CONTRACTOR may use and disclose Protected Health Information as follows:
(i) if necessary, for the proper management and administration of CONTRACTOR or to carry out the legal responsibilities of CONTRACTOR, provided that as to any such disclosure, the following requirements are met:
(A) the disclosure is required by law; or
(B) CONTRACTOR obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law, or for the purpose for which it was disclosed to the person, and the person notifies CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached;
(ii) for data aggregation services, if to be provided by CONTRACTOR for the health care operations of COUNTY pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Certification and the Agreement, data aggregation services means the combining of Protected Health Information by CONTRACTOR with the protected health information received by CONTRACTOR in its capacity as CONTRACTOR of another COUNTY, to permit data analyses that relate to the health care operations of the respective covered entities.

(c) CONTRACTOR will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Certification. The Secretary of Health and Human Services shall have the right to audit CONTRACTOR's records and practices related to use and disclosure of Protected Health Information to ensure

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COUNTY's compliance with the terms of the HIPAA Privacy Rule. CONTRACTOR shall report to COUNTY any use or disclosure of Protected Health Information which is not in compliance with the terms of this Certification of which it becomes aware. In addition, CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of Protected Health Information by CONTRACTOR in violation of the requirements of this Certification or the Agreement.

III. AVAILABILITY OF PHI

CONTRACTOR agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule. CONTRACTOR agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, CONTRACTOR agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

IV. TERMINATION

Notwithstanding anything in this Certification or the Agreement to the contrary, COUNTY shall have the right to terminate the Agreement immediately if COUNTY determines that CONTRACTOR has violated any material term of this Certification and/or the Agreement. If COUNTY reasonably believes that CONTRACTOR will violate a material term of this Certification and/or the Agreement and, where practicable, COUNTY gives written notice to CONTRACTOR of such belief within a reasonable time after forming such belief, and CONTRACTOR fails to provide adequate written assurances to COUNTY that it will not breach the cited term of this Certification and/or the Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then COUNTY shall have the right to terminate the Agreement immediately.

V. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Privacy Rule, the parties to the Agreement do not intend to create any rights in any third parties. The obligations of CONTRACTOR under this Section shall survive the expiration, termination, or cancellation of this Certification and/or the Agreement, and/or the business relationship of the parties, and shall continue to bind CONTRACTOR, its agents, employees, contractors, successors, and assigns as set forth herein.

The parties agree that, in the event that any documentation of the arrangement pursuant to which CONTRACTOR provides services to COUNTY contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Certification or the Agreement, the provisions of the more restrictive documentation will control. The provisions of this Certification and the Agreement are intended to establish the minimum requirements regarding CONTRACTOR's use and disclosure of Protected Health Information.

In the event that either party believes in good faith that any provision of this Certification and/or the Agreement fails to comply with the then current requirements of the HIPAA Privacy Rule, such party shall notify the other party in writing. For a period of up to thirty (30) days, the parties shall address in good faith such concern and amend the terms of this Certification and/or the Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Certification and/or the Agreement fails to

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comply with the HIPAA Privacy Rule, then either party has the right to terminate upon written notice to the other party.

CONTRACTOR: STEP UP ON SECOND STREET, INC.

By: Signed by: Tod Lipka, CEO C2DFB43A0947482...

Title: Tod Lipka, CEO

Date: 12/9/2024 | 7:46 AM PST

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LEAD ME HOME
MONTEREY AND SAN BENITO COUNTY CONTINUUM OF CARE

OPERATIONAL STANDARDS FOR EMERGENCY SHELTERS



*Edited to accommodate Encampment Resolution Funding Program Requirements. Original approved by the Lead Me Home Continuum of Care.

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1. INTRODUCTION / OVERVIEW

A. Background and Purpose

The Monterey and San Benito County CoC Shelter Standards provide the policy framework for emergency shelter programs located within these two counties. These standards have been developed collaboratively by the primary funders of shelter in the community: the Coalition of Homeless Services Providers (CHSP), County of Monterey, County of San Benito, City of Salinas and United Way of Monterey County.

The purpose of these standards is to:

- Create a baseline set of funder expectations for shelter program operations
- Ensure shelter programs are operating in alignment with known best practices in the field, including Housing First principles and practices.
- Ensure all participants who access emergency shelter have a similar experience, regardless of funding source.
- Provide all local funders of shelter with a common set of standards for the programs they fund.

These general standards serve as minimum requirements for the operation of shelter programs in Monterey and San Benito Counties. The standards outlined in this manual are designed to provide a framework that individual shelter programs can align to. Each individual provider or program will be expected to develop and maintain policies and procedures consistent with this umbrella set of standards.

Some funding sources have specific requirements. The program operator shall ensure that each program complies with all funder requirements. If any funder requirements are not aligned with these standards, the program will ensure compliance with all funding requirements. In those cases where a specific funding regulation does not align with these standards, the program operator will notify CHSP of the situation to discuss possible options and strategies. The program operator will also note the reason(s) for any inconsistencies in their written program documentation.

B. Programs Covered by These Standards

The Lead Me Home CoC Written Standards define "Emergency Shelter" as: *facilities providing shelter in a permanent location, for a limited period of time, to individuals and families having neither a home nor the means to obtain a home or other temporary lodging*. Shelters provide time-limited accommodations in either a congregate or non-congregate setting.

These shelter standards cover emergency shelter programs receiving funding from any of the following sources:

- HUD Emergency Solutions Grant (ESG)
- Community Development Block Grant (CDBG)
- State of California Homelessness Housing, Assistance and Prevention (HHAP)
- State of California Permanent Local Housing Allocation (PLHA)
- Community Action Agency/Community Services Block Grant (CSBG)
- State of California Encampment Resolution Funding (ERF)

Programs receiving funding from alternative sources may also align to these standards to ensure community-wide continuity in shelter services.

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Seasonal shelters are activated in inclement weather or cold/wet winter weather. Seasonal shelters may not offer the same level of services as a year-round shelter and may not be able to align to all the standards detailed in this document. Seasonal shelter operators should, however, strive to comply with these operational standards to the maximum extent possible given space and funding constraints.

Transitional housing provides time limited housing but with longer lengths of stay and more intensive services than emergency shelter. Transitional housing programs are not covered by these standards.

C. Guiding Principles for Shelters

The Monterey and San Benito County CoC maintains a strong commitment to prevent and end homelessness for county residents, with the goal of reducing the total population of people experiencing homelessness by 50% by June 2026. The CoC recently adopted a Five-Year Strategic Plan that provides a roadmap for the CoC and its partners to coordinate, align, and focus their efforts to maximize impact on reducing homelessness.

The strategies and policies adopted by Monterey and San Benito County CoC, jurisdictions (Counties and Cities), funders, providers and other key stakeholders are guided by the following principles:

- **Embedded with dignity and respect**: The homelessness response system's efforts center the needs of people requesting assistance by delivering individualized, comprehensive, and culturally competent services. Strengths-based, person-centered, trauma-informed, and harm reduction-based approaches are integrated into all aspects of service design and delivery.
- **Informed by people with lived experience of homelessness**: People experiencing homelessness are experts of their personal needs; the homelessness response system honors and elevates their input on service design and delivery.
- **Housing-focused**: The solution to homelessness is housing; all efforts of the homelessness response system work towards the goal of helping people gain and maintain stable, permanent housing situations.
- **Data-driven towards results**: Strategies and priorities for reducing homelessness will be informed by data to best serve people experiencing homelessness, achieve desired outcomes, and guide strategic investments in programs and services.
- **Coordinated**: The homelessness response system and other systems of care will communicate and partner towards shared goals of improving service linkages and reducing homelessness.
- **Equitable and social justice oriented**: The homelessness response system acknowledges the barriers to housing and resource connection that disproportionately impact people by race, ethnicity, gender, and other identities. The system adopts intentional policies and programs to reduce these disparities and advance equity in system experiences and outcomes.

D. State of CA Housing First Principles

The State of California has adopted a set of Housing First requirements that apply to programs receiving funding from a range of sources, including HHAP and ERF. Some of these requirements are only applicable to permanent housing programs, but others are applicable to both shelter and housing. Shelter providers are expected to comply with the State of California's Housing First requirements as applicable to

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emergency shelter programs. The requirements may be found in the Welfare and Institutions Code (WIC) Section 8275(b). Additional information on Housing First may be found at the California Interagency Council on Homelessness (CA-ICH) website at: **https://bcsh.ca.gov/calich/resources.html**

2. SHELTER ACCESS

To ensure consistency with Housing First principles and ensure that people who are unsheltered have streamlined access to available shelter beds, shelter programs should adopt policies for eligibility and screening that impose minimal barriers to access.

A. Eligibility Criteria and Screening

Screening Criteria

Each shelter program in Monterey or San Benito County will establish its own eligibility criteria in compliance with applicable funding sources. Funder-mandated eligibility restrictions are allowed and may include factors such as: maximum income levels, convictions for specific criminal offenses (e.g., sex offender), minimum or maximum age of participants (e.g., must be at least 18, must be 18-24), veteran status and other factors.

Shelter programs **shall not** adopt additional eligibility or screening criteria beyond what is required by a funding source. In particular, providers shall **not** impose additional targeting or screening criteria designed to identify whether an individual or household is "suitable" or housing ready," such as:

- Sobriety or participation in treatment services
- Employability or employment readiness
- Income or ability to pay rent
- "Motivation" or willingness to participate in services
- Proof of citizenship/immigration status

Shelter programs will adopt policies and procedures that "**screen in**" individuals and households with higher barriers to housing, including:

- Adult individuals and families who are unsheltered (living outdoors or in vehicles);
- Households with no, low or fixed income;
- Adults with disabilities, including behavioral health issues (mental illness, substance use);
- People with limited or no employment history; and
- People with criminal records and/or evictions.

Shelter programs may conduct a service needs assessment as part of the screening and admission process, but only for the purpose of developing a housing-focused case plan with the participant and determining their immediate needs. Service needs or other types of assessments are not to be used to make eligibility and admission decisions. However, shelters may decline to accept a participant if there is a clear safety issue (see below).

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Safety Screening

Shelters may use their screening procedures to identify individuals who might pose a safety concern to other shelter participants, including, for example, recent history of violent behavior. Criteria for assessing safety concerns must be clear and objective to the maximum extent possible. These instances should be rare and the reason for the refusal to serve a participant must be documented. Shelters may also terminate a client's participation after enrollment should they receive information that raises concerns about safety.

Compliance with Federal Requirements

Shelter Programs will operate in compliance with the **Department of Housing and Urban Development's (HUD) Equal Access to Housing Final Rule**, ensuring that all individuals have equal access and accommodations to shelter, regardless of gender, gender identity, sexual orientation, and/or marital status.

Programs must have policies to ensure compliance with Fair Housing rules and implement a set of policies and procedures to provide reasonable accommodations for households with disabilities.

Screening Criteria Relating to Youth and Families

Programs should ensure they are operating in compliance with HUD requirements relating to involuntary separation of families. The CoC and ESG Interim Rules require that the age and gender of a child under age 18 must not be used as a basis for denying any family admission to a project that receives funds through the CoC or ESG program.

Unaccompanied minors may only be served with agreement of a legal guardian or appropriate authorities. Basic Center Programs (BCP) projects serving runaway youth must create a MOU between their programs and child welfare agencies that clarify roles, responsibilities and define the provision of services at the time youth enter shelter. This requirement is in accordance with the **Runaway and Homeless Youth Act**.

No one under the age of 18 should be allowed to reside in a single-adult shelter. If a household with minors presents for service at a single-adult shelter, shelter staff should refer the family to more appropriate services.

B. Admission, Intake, and Readmission Policies

Admissions

Shelters are required to create policies and procedures for accepting individuals into their shelter programs including procedures for intake and readmission policies. Admission policies must specify the process individuals or families should follow to request access to shelter including how to contact the shelter, times of day when intakes are conducted, and waiting list procedures (if applicable).

Whenever possible programs shall work to divert participants seeking shelter entry by encouraging them to re-connect with family or friends who could temporarily or permanently house them.

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Shelter Intake Documents

Shelter intake documents should be compliant with funding source requirements and should not impose additional or unnecessary barriers to access. The following are examples of intake documents that may be required.

1. Personal identification; at least one photo ID is preferred.
1. Documentation of Homelessness or At-Risk status per federal guidelines.
2. Income self-declaration.
3. HMIS Intake form.
4. Signed Release of Information (ROI)
5. Signed acknowledgement of receiving program rules or requirements.
6. Signed acknowledgement of receiving any other participant rights and responsibility.
7. Signed acknowledgement of receiving an agency grievance procedure. All participants will be provided a copy of the procedure.

Shelters should adopt policies that allow for maximum flexibility to make exceptions in cases where a participant cannot secure a needed document. Shelters should also do everything possible to minimize the number and length of forms to be completed by participants to ensure the intake process is not creating barriers to access.

Readmission

Shelter providers shall develop written policies regarding the conditions under which participants who have been exited from a program for violations of rules may be re-admitted. Policies may include conditions under which participants may be "banned" either temporarily or permanently. If a shelter program chooses to have policies regarding bans (due to significant safety concerns and/or related to "time out" periods where participants may not access shelter for a certain amount of time after exiting the program), the program will maintain documentation of their "ban" policies, the grievance/appeal process, and documentation of the reason for any bans that occur. All shelter providers should operate low barrier programs and strive to avoid banning participants whenever possible, utilizing techniques and resources such as harm reduction and de-escalation. Bans should be reserved for instances where participants pose safety threats to other program participants and/or staff.

3. SERVICES STANDARDS

A. Housing-Focused Case Management

The primary purpose of shelter is to provide a safe place for participants to stay while they quickly implement a plan to secure housing. To meet this objective, the primary support service intervention offered at shelter programs is housing-focused case management and service linkages.

Shelter case managers will respond to participants' immediate and short-term service needs, complete an initial housing needs assessment, and develop a housing-focused case plan to secure and sustain housing. Case managers will work to identify and build upon participants' strengths. Additionally, case management will provide linkage to appropriate services and supports, including housing retention planning and retention services, as well as continued monitoring and follow-up regarding participant

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progress and ongoing needs. The goal of the housing-focused case management is to help participants locate and move to a permanent housing situation as quickly as possible and to retain their housing once they leave shelter. Permanent housing includes market housing, senior housing, affordable housing, shared housing situations, moving in with a relative or friend, obtaining housing with a voucher or subsidy, or any housing situation that is not time limited.

Case management is offered to all participants, not only participants who are there for longer stays or participants in certain parts of the shelter program(s).

Shelter providers may establish rules strongly encouraging participants to participate in case management. However, participants should not be discharged from shelter for failure to attend case management meetings. Case managers will engage with and develop a rapport with each participant, using engagement techniques such as motivational interviewing, and offer assistance that is relevant and useful to addressing the goals and needs the participant has identified to reach the goal of re- entering permanent housing as quickly as possible.

While service participation should be voluntary, shelters are not expected to allow participants to stay in shelter indefinitely if they are not participating in case management or housing search activities. If shelter staff have made robust efforts to engage a participant and "meet them where they are," yet the participant declines to participate, the shelter may provide the participant with an exit date. Shelters should have a written policy laying out their process and criteria for determining whether to terminate participation for a participant on the basis that they not engaging in the process of developing a housing plan or taking steps along a pathway to housing.

Case Manager Responsibilities

Responsibilities of the case manager shall generally include:

- Employ a person-centered, strengths-based approach that tailors case management to each participant/household. Case management is individualized to each participant or household; case managers actively work to identify the unique needs and goals of each participant.
- Develop individual housing plan with each participant/household, with participant participation, covering goals related to housing and other needed services. Housing plan templates should limit the number of goals and action steps to be included in a single plan in order to focus attention on housing and related goals.
- Assist the participant with exploring potential housing resources, such as shared housing, reunifying with relatives, and identifying friends or relatives who could provide housing options.
- Support participants to draw on their existing support networks, and help participants identify people already in their lives who can help with specific things, such as transportation or childcare.
- Implement Housing First principles, focusing on addressing participants' housing needs and goals.
- Employ harm-reduction and trauma-informed care to tailor services to participants' needs.

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- Work collaboratively with any other programs/staff that are providing services to the participant while in the program (e.g., a rapid re-housing program case manager). Shelter case managers will work to ensure a smooth transition and continuity of care with a participant's new or additional case manager. Ensure collaboration and clear roles and responsibilities on case plan and housing goals.
- Support participants to manage conflict and/or any other problems that may be presented during their shelter stay.
- Provide services that are culturally appropriate and have needed language abilities. Multi-lingual case managers should be available as needed.
- The case manager will support the participant with housing search and assist the participant in obtaining and moving into housing, including helping participants resolve or mitigate tenant screening barriers like rental and utility arrears or multiple evictions, as well as obtain necessary identification or other documents if needed.
- Support participants to access services for which they are eligible and that will help support s successful transition to housing.
- Case managers may offer budgeting assistance when desired by participants.

Case Manager Supervisory Responsibilities

Responsibilities of the Case Manager Supervisor shall generally include:

- Monitor the Case Managers duties and accomplishments throughout their engagements with participants. It is the supervisor's responsibility to ensure that case managers are properly connecting participants to services and resources, tracking information for participant record and HMIS usage, and general compliance with case management responsibilities.
- The supervisor should provide support and training opportunities to the Case Managers when needed to ensure strong supportive services for the participants in the shelter program.

Case Loads

Case managers will generally maintain a manageable caseload of households, to the extent this is feasible given funding constraints. Shelters are expected to operate with no more than 20 participants assigned to each case manager (1:20 case manager to client ratio).

Case Manager Training

Case management staff should be provided with initial training and orientation and ongoing training, supervision, and support. Programs will conduct ongoing training, supervision, and quality assurance to ensure consistency and compliance with program policies including housing-focused case management policies, trauma-informed approaches, sexual harassment, harm reduction, de-escalation, and housing first principles. Programs will also ensure that all case management staff maintain updated knowledge of community-based services such as mainstream benefits, employment services, childcare resources, behavioral health services, and other services.

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All staff will have written job descriptions that include requirements that they focus on activities relating to obtaining housing, while maintaining participant-centered, low barrier, safe programs.

The program shall have a case review process, as well as ongoing staff supervision and training, to help staff problem-solve around housing plans and around participants who are having difficulty following the established housing plan and/or other challenges while residing at the shelter.

B. Service Linkages

The shelter program shall collect, maintain, and update records of available mainstream and community resources for program participants. This includes community resources that can reduce burdens on income to increase resources to pay for housing costs, including employment opportunities, food banks, clothing consignment stores, mainstream benefits (including CalFresh, WIC, Medi-Cal/health coverage, General Assistance, and CalWORKs) low-income utility programs, childcare resources, and others. Additionally, it is recommended that case managers utilize the Smart Referral Software developed and maintained by United Way of Monterey County to increase service connections and facilitate sending referrals to services.

The program will collaborate with providers that provide domestic violence specific services to determine most appropriate housing or shelter plans for participants who are experiencing or have experienced domestic violence, and to connect participants with applicable domestic violence survivor services

Additional Supportive Services & Voluntary Service Participation

As a general matter, supportive services in shelter programs are offered and encouraged, however participation is not mandatory. Programs may offer health and behavioral health services, employment and training services, budgeting classes, life skills, parenting classes and other types of support, but participation is not mandatory as a condition of receiving assistance. Programs may set up savings programs in which participants are supported to save some of their income for move-in expenses once they secure housing. However, savings programs cannot be mandatory.

Programs will utilize motivational interviewing and other engagement techniques to encourage participants to participate in supportive services.

Services for Families with Children

In accordance with federal requirements, each family shelter will consider the educational needs of children in households experiencing homelessness to the greatest extent possible and ensure that staff are trained and knowledgeable about these educational needs and rights of children staying in shelter.

If a family with children is not already connected to McKinney Vento services, the shelter staff should connect them to either the Monterey County or San Benito County Office of Education to ensure the family is receiving the services available to them.

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4. PROGRAM OPERATIONS

A. Program Rules

In keeping with the principles of participant self-determination and to ensure that programs have low barriers to participation, Shelter Programs should establish program rules that foster an environment of trust, are clear and reasonable, and are focused ensuring that all participants have a safe environment in which to live. Program rules should not mandate participation in services as a condition of remaining in the program. Rules should be enforced consistently using a transparent process.

To the extent feasible, shelter providers should involve shelter participants in shelter governance and the development of shelter rules. Rules should be reviewed regularly to ensure they support the overall goal of creating a housing-focused, participant-centered, safe environment.

B. Time Limits and Extensions.

Each shelter will establish its own rules relating to how long participants may stay in the program. The overall focus of shelter services should be to help participants exit to a permanent housing situation as quickly as possible. To the extent shelters have a fixed maximum length of stay, exceptions should be available for participants who are in the process of securing housing to ensure they are able to transition directly from shelter to housing.

C. Termination/Disenrollment

Involuntary exit from shelter should always be a last resort. Program rules and services should be designed to support participants to access the support they need to participate in the shelter program and to exit as rapidly as possible to housing. Shelter leadership and staff should strive as much as possible to avoid discharging participants who struggle to comply with rules or to participate in services, approaching these challenges through a trauma-informed lens. Staff should be trained in trauma-informed care, conflict resolution, de-escalation and motivational interviewing to equip them with the tools needed to work with clients who are challenging to engage and support. (See also section on Training)

Programs will maintain written grievance policies and procedures regarding involuntary exits/asked to leave situations. Participants will be made aware of the grievance procedures.

D. Facility Access

Shelter providers shall establish written policies regarding when and how program participants may access the shelter program facility during the course of their stay. In alignment with Housing First principles and practices, programs should maximize the ability of participants to come and go as they choose and not impose curfews or requirements that participants must leave the site during the day.

The written program policies should cover:

- Times of day when program participants may enter and leave the program
- Policies regarding any visitors (how many, when they can visit, how long they can stay)
- Policies to prevent unauthorized people from entering the facility, to protect the safety of participants and staff – such as by having a 24/7 staffed front desk, locked gate or door with

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controlled access to ensure only participants are entering the building, or other method for securing access to the site.

E. Gender Identity and Sexual Orientation

Shelter programs should affirmatively develop and implement policies to prevent discrimination and create a welcoming environment for people regardless of their gender identity. Policies should cover, at a minimum:

- Access, intake and enrollment – gender identity or sexual orientation is not a reason to deny access to emergency shelter
- Room or bed assignments – Assignment should be made based on the gender that the client identifies with, while also taking into consideration the client's views with respect to their personal health and safety. Participants should not be isolated based on their gender identity.
- Bathrooms – participants should be permitted to use the bathroom that corresponds to the gender they identify with. To the extent feasible, shelters should offer a gender-neutral or unisex bathroom.
- Creating a welcoming environment for people who identify as transgender, including:
    - Adopting a formal policy of respect
    - Asking participants their preferred pronouns and taking care to not misgender participants
    - Using gender neutral terms if the participant's gender is unknown
    - Refraining from asking unnecessary questions or making remarks regarding a participant's gender
    - Using inclusive language in program materials (posters, forms, written policies, etc.)
    - Taking reasonable steps to address participant privacy or safety concerns
- Providing training to staff on gender identity and gender expression, appropriate use of language, how to create an inclusive and respectful environment and the requirements of HUD's Equal Access Rule.
- Providing participants with service connections and linkages to organizations and programs for the LGTBQIA community.

Shelter providers are encouraged to consult: **Equal Access for Transgender People - Supporting Inclusive Housing and Shelters** when developing operational policies.

F. Service Animals, Emotional Support Animals, and Pets

Each shelter will establish a clear written policy regarding pets. All shelters should allow service animals for people with disabilities. Shelters may establish a policy regarding what documentation or verification is required for an animal to be considered a service animal.

Shelters are not required to accept pets (i.e., non-service animals), however, allowing participants to have pets is a key element of lowering barriers to shelter access. Shelter providers are encouraged to adopt policies allowing pets and providing accommodations for pets to the maximum extent possible. If pets are allowed, there must be a clear policy regarding types of pets allowed, and the respective responsibilities for shelter staff and participants for managing pets to ensure safety of all participants.

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G. Participant Rights & Responsibilities

All shelters shall adopt a policy on participant rights and responsibilities. These policies must be in writing and shared with each participant upon admission. The written policy should be both person-centered and trauma informed, and should affirm:

- The right to be treated with dignity and respect
- The right to privacy within the constraints of a shelter environment
- The right to reasonable accommodations
- The right to self-determination in participation in case management and services, including the right to decline to participate in supportive services
- The right to have all records and disclosures maintained according to written standards and rules regarding confidentiality and privacy
- The right to be clearly informed, in understandable and applicable language, about the purposes of services being delivered
- The right to not be discriminated against based on categories including race, color, ancestry, national origin, religion, creed, age, disability, sex, gender, gender identity, gender expression, sexual orientation, medical condition, genetic information, marital status, military status, and veteran status.

H. Grievance and Appeal Procedures

Shelter providers must develop a written set of policies and procedures relating to participant appeals including:

- What types of decisions are subject to appeal (e.g., denial of admission, denial of extension of stay, program termination)
- Grounds for appeal
- How to file an appeal
- Process for the shelter will follow to consider the appeal, including timeframe for each step

Shelter providers must also develop a written set of policies and procedures relating to the filing of participant grievances to address the participant's treatment in the shelter program, including how to file a grievance, the process the shelter will follow to investigate, and how grievances will be resolved, and timeframe for each step.

In accordance with requirements of the State of California, shelter providers written policies and procedures should include directions on how to file a facility complaint to the Monterey or San Benito County Department of Housing and Community Development.

Copies of both the appeal and grievance policy should be posted in the shelter and staff should make forms available to participants upon request.

I. Participant Involvement and Feedback

Shelter providers should involve shelter participants in shelter program oversight and evaluation and proactively solicit input and feedback from participants on all aspects of shelter operations. This may take the form of a resident council (either volunteer or elected), regularly scheduled meetings between participant representatives and shelter staff, having a participant sit on the organization's board of directors, or other means. Shelter providers should also use a range of tools to gather ongoing input

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from participants, such as through a suggestion box, surveys, focus groups, exit interviews and other approaches. Shelters should analyze participant feedback and use it to assess program quality and performance and adjust as needed.

J. Reasonable Accommodations

Shelter providers must develop reasonable accommodation policies and ensure these policies are regularly and clearly communicated to participants.

A reasonable accommodation is a change, exception or adjustment to a program, service building or dwelling unit that will allow a qualified person with a disability to:

- Participate fully in the program
- Take advantage of a service
- Live in a dwelling

Shelter providers must provide notice to participants of their right to request reasonable accommodations and the process for making a request. A sample reasonable accommodation request form is provided in the Appendices. When a participant makes a reasonable accommodation request, the program must provide the accommodation unless doing so would result in a fundamental alteration in the nature of the program or would pose an undue financial or administrative burden. Providers must maintain documentation of all reasonable accommodation requests and how they were handled. If an accommodation is denied, a written explanation must be provided to the participant and documented in their program file.

K. Emergency Preparedness/Natural Disasters

Shelter providers will develop policies and procedures for emergency situations to safeguard staff and participant safety and security. Policies and procedures must include plans for the safe evacuation of shelter participants and staff in case of natural disasters and for sheltering-in-place if evacuation is not possible or safe. All staff must be fully trained on emergency procedures.

L. Data Collection, Quality Assurance, and Reporting

All emergency shelter programs must enter participant data into the Homeless Management Information System (HMIS) managed by the Coalition of Homeless Services Providers, with the exception of shelters operated by victim service agencies. Programs must follow CHSP's HMIS policies and procedures which are detailed in a separate document. Program staff will enter complete and accurate information into HMIS in a timely manner for all participants. Participant information, including universal data elements and program-specific data elements, will be accurate, complete, and current.

Programs will conduct ongoing training, coaching, and internal review to ensure quality and consistency of services, and adherence to policies and procedures. Providers will conduct ongoing reviews of services and documentation of services (file reviews), and data quality.

Shelter programs will implement systematic processes to review outcomes, operations, procedures, and participant experience. Programs will maintain a continuous quality improvement process including reviewing outcome data, trend data, and data on the performance measures listed above. Programs also collect, review, and utilize ongoing feedback from participants and other stakeholders.

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All Shelter programs shall complete and submit reports that are required by their funding sources in a timely manner.

M. Staff Training

Emergency shelter programs shall each develop a comprehensive training program and policy for all staff that covers, at a minimum:

- Harm Reduction
- Trauma-Informed Care
- Housing First Principles and Practices
- Motivational Interviewing
- Cultural Humility/Anti Racism
- Non-Violent Crisis Intervention/De-Escalation
- Emergency Procedures
- Domestic Violence and Safety Planning
- CPR
- Mandated Reporting
- Sexual Harassment
- Conflict Resolution

5. FACILITIES, HEALTH, AND SAFETY

This section specifies some high-level policies that programs are expected to comply with, but it is not intended to provide comprehensive policies for operating a shelter facility. Each shelter program shall develop detailed policies relating to facilities management, health and safety.

A. Facility Standards

Shelter providers are responsible for ensuring that physical facilities are maintained in compliance with all applicable local, state, and federal regulations, including building and fire codes. Shelter providers must ensure the program safe provides a safe living space for participants. The program provider will work to create and maintain an environment where the safety of participants, staff, and volunteers are always prioritized.

Safety Standards and Policies

Shelter Providers are responsible for maintaining and implementing policies and following protocols to ensure shelter program's participant and staff health and safety. Policies should include, but are not limited to:

- Policies and procedures to adhere to all applicable local, state, and federal safety and health guidelines to address safe food handling, injury and burn prevention, sanitation and hygiene, participant health management, and staff health management.

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- Training for staff on health and safety measures to effectively promote a desirable, safe environment for all shelter participants. This includes training on emergency situations, de-escalation, and crisis prevention.
- Training, policies, and protocol to prevent violence, theft, and other incidents that put the safety and well-being of shelter participants and/or staff at risk. Have policies and procedures in place to investigate any potential incident of violence, theft, or other incidents, including a thorough investigation and actions to address the findings.
- Complete appropriate background checks and screening for all staff and any volunteers who have frequent, direct interactions with participants or may have access to participant information.
- Maintain process to thoroughly investigate any alleged incident involving participants. If an incident occurred, identify, and address any staffing, staff training, facility improvement, policy/protocol/procedure, or other changes necessary to address the incident and prevent future incidents.
- Develop and implement policies and procedures to prevent, identify and address workplace violence and sexual harassment.
- Train staff and any volunteers who may interact with participants or participant information on participant confidentiality.
- Maintain a disaster response plan and maintain an emergency response resources, such as a fully stocked First Aid Kit and emergency supplies of food and water, are readily available and replaced as necessary. A telephone should be available always, should 911 need to be dialed.
- No weapons or illegal substances are permitted on the premises.
- Measures and policies to ensure the proper disposal of needles and syringes are in place.
- Policies and procedures for natural disasters, fires, and other emergency situations are in place and made known to shelter participants and staff. For example, fire drills should be conducted routinely.
- Shelters have procedures for preventing and controlling bed bug infestations. Bedding should be regularly changed and washed.
- Staff members must be properly immunized and encouraged to receive flu vaccines each season.
- All shelter staff are mandatory reporters of suspected neglect or abuse. Staff members must be trained on and comply with mandatory reporting statutes.

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Facility Configuration

Shelter programs may have different types of bed configurations, ranging from congregate/dormitory arrangements to private units. Whatever the configuration, the following general standards should be followed:

- Each participant should have his or her own bed.
- Cribs or Pack N Plays must be available for infants and very young children.
- Participants should be afforded privacy in their living space to the maximum extent possible given the facility configuration.
- Shelter programs should offer participants some common areas for recreation and socializing to the extent possible given the facility configuration.
- To the extent possible, shelter programs should provide safe common areas for recreation and socializing for young children and school aged children. It is further recommended that there be space for school aged children to be able to work on homework and study.
- Participants should have the ability to securely store possessions, and programs will work to maximize the secure storage space available for each participant. Programs may limit the number of possessions participants may bring to the shelter due to storage limitations and to prevent hoarding.
- Participants should have access to laundry facilities.
- Whenever possible, shelters should provide gender-neutral or unisex restrooms to make facilities more welcoming for transgender and non-binary participants.

Meals/Food Preparation Facilities

Shelter programs should provide participants with meals or should provide cooking facilities so that participants may prepare their own food. Facilities that prepare meals on-site must comply with all applicable health and safety codes relating to food preparation and handling.

B. Communicable Diseases

Shelter providers are responsible for developing written policies and procedures for preventing the transmission of COVID-19 and other communicable diseases, in alignment with the recommendations of the CDC, State of California and county public health departments. Policies must cover social distancing, screening and testing, isolation and quarantine, and vaccination.

6. GLOSSARY

Continuum of Care (CoC) Program. The Federal grant program for targeted homeless activities, including Rapid Rehousing, and Permanent Supportive Housing. Administered federally by the U.S. Department of Housing and Urban Development and locally by a nonprofit or governmental lead agency and overseen by the Continuum of Care governing body or board. In Monterey and San Benito Counties, the Lead Me Home Leadership Council is the Continuum of Care governing body and the Coalition of Homeless Services Providers (CHSP) is the lead agency. A Continuum of Care also refers to the overall system of shelter, housing, and services available in a community to assist people experiencing homelessness.

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Coordinated Entry System (CES). Coordinated Entry is a framework and process that organizes the homelessness response system through a common, population-specific assessment, centralized data system, and prioritization method that directs clients to appropriate resources and allows for data- driven decision-making and performance-based accountability. Coordinated Entry processes are divided into four parts: Access, Assessment, Prioritization, and Referral.

Diversion/Problem Solving. A strategy that prevents or diverts people from homelessness by helping identify immediate safe, indoor housing arrangements outside of the homelessness response system. Problem solving strategies operate with the goal of providing people with the appropriate level of assistance needed to resolve their homelessness and ensuring that scarce resources, especially more intensive housing supports, can serve households with higher levels of identified need.

Emergency Shelter. A facility providing shelter in a permanent location, for a limited period of time, to individuals and families having neither a home nor the means to obtain a home or other temporary lodging. Shelters provide time-limited accommodations in either a congregate or non-congregate setting.

Emergency Solutions Grant (ESG). A federal funding source for programs serving people experiencing homelessness with a focus on assisting people to quickly regain stability in permanent housing after experiencing a housing crisis and/or homelessness. In Monterey and San Benito Counites, the City of Salinas is the Administrative Entity (AE) for ESG funding.

Family. One or more adults with physical and legal custody of one or more minor children;

Housing First. A proven approach, applicable across all elements of systems for ending homelessness, in which people experiencing homelessness are connected to permanent housing swiftly and with few to no treatment preconditions, behavioral contingencies, or other barriers. (USICH, Housing First Checklist, 2016)

Permanent Supportive Housing (PSH) Subsidized rental housing without time limits and with intensive on-site support services to help tenants maintain housing and meet their desired goals. Permanent Supportive Housing is designed to house those individuals with the greatest housing barriers and the highest service needs.

Rapid Re-Housing (RRH). A housing program model that assists individuals and families who are homeless to move quickly into permanent housing, usually to housing in the private market. It does so by offering housing search assistance, time-limited and targeted services, and short-term rental assistance.

Transitional Housing (TH). An interim housing program model that provides persons or households with shared or private housing units for a time-limited period, during which time the person or household receives support services to help with the transition to permanent housing.

7. RESOURCES

- **CoC Program Interim Rule**
- **ESG Program Interim Rule**
- **HUD Equal Access Rule**

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- **HUD Definitions of Homelessness**
- **National Alliance to End Homelessness (NAEH) - Emergency Shelter Learning Series**
- **Council on Accreditation (COA) - Person-Centered Logic Model**

8. Encampment Resolution Funding Addendum

A. Background and Purpose

The California Interagency Council on Homelessness' (Cal ICH) Encampment Resolution Funding (ERF) is focused on ensuring the wellness and safety of people experiencing homelessness in encampments by providing services and supports that address their immediate physical and mental wellness and result in meaningful paths to safe and stable housing. ERF is competitive funding available to cities, counties, and Continuums of Care. Monterey County was awarded an ERF 2R grant in June 2023.

Each community must focus their project on a prioritized encampment site. For Monterey County's project, the prioritized encampment sites are located along the Pajaro River and Lower Salsipuedes Creek near the City of Watsonville (Santa Cruz County) and unincorporated town of Pajaro (Monterey County). This project is a multi-jurisdictional collaborative that includes both Santa Cruz and Monterey counties, the City of Watsonville, and the Pajaro Regional Flood Management Agency (PRFMA).

This addendum offers additional context about the requirements of the ERF project. This addendum should be used in tandem with the Monterey and San Benito County Shelter Standards when designing a shelter project.

B. Fiscal Deadlines

Monterey County was awarded an ERF 2R grant in June 2023. "2" refers to this being the second round of funding available through the ERF program. "R" refers to the rolling application process.

For ERF 2R grantees, the following fiscal deadlines apply:

Obligation Deadlines		Expenditure Deadlines	
100%	6/30/2024	50%	6/30/2024
		100%	6/30/2026

"Obligation" means that the grantee (Monterey County) has placed orders, awarded contracts, received services, or entered into similar transactions that require payment using ERF funding (Standard Agreement, Exhibit A, Section 3). For more detail about obligating funds, please see the Cal ICH Grants Obligation Handout.

"Expended" means ERF funds have been fully paid and receipted, and no invoices remain outstanding.

All requirements listed above, including expenditure maximums and expenditure minimums, are required per statute. Cal ICH monitors progress toward these deadlines using data provided on the quarterly reports.

C. Reporting Deadlines

The ERF grantee (Monterey County) is required to submit a quarterly report to Cal ICH. Cal ICH will share templates and instructions for the quarterly report with the grantee. Sub-grantees and partners may be

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required to submit data regarding expenditures, technical assistance needs, and project status to support this reporting process.

For ERF 2R grantees, the following reporting calendar applies:

Report Period	Report Available	Report due to Cal ICH
January 1 - March 31	April 1	April 30
April 1 - June 30	July 1	July 31
July 1 - September 30	October 1	October 31
October 1 - December 31	January 1	January 31

D. Eligible Uses

Monterey County's ERF project received funding for the following eligible use categories: interim sheltering, rapid re-housing, street outreach, and administrative costs. The following personnel and non-personnel costs focus on the interim sheltering category, which includes: "interim sheltering, limited to newly developed clinically enhanced congregate shelters, new or existing non-congregate shelters, and operations of existing navigation centers and shelters based on demonstrated need that are well suited for eligible persons."

Personnel Costs	
Entity	**Cost Category**
[Shelter Provider]	Vice President Emergency Housing (0.05 FTE)
	Director of Interim Housing (0.1 FTE)
	Case Manager (1.5 FTE)
	Resident Advocate (9.0 FTE)
	Housing Specialist (0.5 FTE)
	Program Manager (1.0 FTE)
	Clinician (0.15 FTE)
	Shift Supervisor (1.5 FTE)
	Maintenance Tech Lead (1.0 FTE)
	Janitorial Services (1.0 FTE)

Non-Personnel Costs	
Entity	**Cost Category**
Monterey County	Contingencies
Westview Presbyterian	Rent, paving
Housing for Health Partnership	HMIS licenses
Dignity Moves	Site development (units, design, consultants)
Food Provider	Meals
Shelter Provider	Facility equipment and supplies
	Fire monitoring
	Incentives
	Internet services
	IT equipment
	Landscaping
	Laundry equipment
	Kitchen equipment
	Pantry

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Non-Personnel Costs	
Entity	**Cost Category**
	Pest control
	Pet services
	PGE
	Property insurance
	Radios
	Sewage
	Shared space furnishings
	Staff mileage and travel
	Surveillance
	Training expenses
	Vehicles
	Vendors/Contractors
	Waste management
	Water

Any changes to this budget must be authorized through the change request process. Please contact Sarah Federico at federicos@co.monterey.ca.us to request a budget change.

E. HMIS

For the ERF project, client-level data is collected via the Homeless Management Information System (HMIS). For the ERF project, please work with the Continuum of Care to set-up the project in alignment with HUD Data Standards.

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Step Up Contract Administrator: Tod Lipka, CEO
Email Address: Tlipka@stepup.org
Direct Phone Number: (310) 394-6889

Email Report to: HomelessServices@countyofmonterey.gov
cc: federicos@countyofmonterey.gov

Interim Sheltering Allocation:	**$1,209,964.00**
Rapid Rehousing Allocation:	**$492,000.00**
Total Contract Amount:	**$1,701,964.00**

STEP UP ON SECOND STREET, INC.

Reporting Period:	**October 1, 2024 to December 31, 2024**
Report Due Date:	**January 15, 2025**

Eligible Use Category	Remaining Balance	Expended This Period
Interim Sheltering:	$1,209,964.00	
Rapid Rehousing:	$492,000.00	
Total Balance:	**$1,701,964.00**	**$0.00**

Summary of Performance Activities Outlined in Exhibit A. Section F: Description of Services. Each quarterly report shall include a short narrative of program outcomes and impacts for the reporting period, reflecting the progress of their ERF-3-R program.

Program Milestone Progress
Program Challenges
Program Success Stories

ERFG2SOLED: SOLEDAD ENCAMPMENT RESOLUTION PROGRAM

*Budget Modification Required?: Y/N *If yes, attach updated budget.

I certify that this report is correct and complete to the best of my knowledge and that the costs are eligible pursuant to the terms of the contract.

Person completing Invoice Title

Authorizing Signature Date

County Contract Manager Approval

Date

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Monterey County
Board of Supervisors

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

Board Order

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Wendy Root Askew to:

Agreement No.: A-17197
a. Ratify and authorize the County Administrative Officer or designee to execute a retroactive Standard Agreement between the County of Monterey and Step Up on Second Street, Inc. to provide interim housing and supportive services to the unhoused occupants of an encampment site in an amount not to exceed $1,701,164 for a term of November 1, 2024 through June 30, 2027; and,
b. Authorize and direct the Auditor-Controller to issue a one-time pre-payment to Step Up on Second Street, Inc., in the amount of $300,000 upon execution of the agreement with a certified invoice; and,
c. Approve and authorize the County Administrative Officer or designee, to sign up to three (3) future amendments to this agreement where amendments do not exceed 10% ($170,196.40) and do not significantly alter the scope of services as determined by the Director of the Homelessness Strategies and Initiatives Division and subject to approval by County Counsel.

PASSED AND ADOPTED on this 7th day of January 2025, by roll call vote:

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

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting January 7, 2025.

Dated: January 9, 2025
File ID: 24-817
Agenda Item No.: 45

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

Vicente Ramirez, Deputy

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/3/2024

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 (LA) Heffernan Insurance Brokers 757 S Alameda St Ste 350 Los Angeles CA 90021 License#: 0564249	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 213-622-6500 **FAX (A/C, No):** 213-785-6966 **E-MAIL ADDRESS:** hibcertrequest@heffins.com
INSURED Step Up on Second Street, Inc 1328 2nd Street Santa Monica CA 90401 STEPUPO-01	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Philadelphia Indemnity Insurance Company — 18058 **INSURER B :** Nonprofits United Vehicle Insurance Pool **INSURER C :** Philadelphia Indemnity Insurance Company **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 34440663 **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 ☒ OCCUR ☒ Deductible: $0 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC ☐ OTHER:	Y	Y	PHPK2572685-013	6/30/2024	6/30/2025	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 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			2131	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 5,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED X RETENTION $ 10,000			PHUB870912-013	6/30/2024	6/30/2025	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(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	 $ $ $
A A C	Crime - Employee Theft Sexual Abuse/Molestation Professional Liability			PHSD1845628 PHPK2572685-013 PHPK2572685-013	12/27/2023 6/30/2024 6/30/2024	12/27/2024 6/30/2025 6/30/2025	Limit Occur: $1,000,000 Occur: $1,000,000	1,000,000 Agg: $3,000,000 Agg: $3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: As per contract or agreement on file with the Insured.
County of Monterey, its officers, officials, volunteers, agents, and employees are included as an additional insured (primary and non-contributory) on General Liability, if required. Waiver of Subrogation is included on General Liability policy per the attached endorsement, if required.

CERTIFICATE HOLDER

County of Monterey
Contracts & Purchasing Division
1488 Schilling Place
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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Effective Date: 10/31/2024

Name of Person or Organization (Additional Insured):

County of Monterey, its officers, officials, volunteers, agents, and employees

SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the endorsement Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of or relating to your negligence in the performance of "your work" for such person(s) or organization(s) that occurs on or after the effective date shown in the endorsement Schedule.

This insurance is primary to and non-contributory with any other insurance maintained by the person or organization (Additional Insured), except for loss resulting from the sole negligence of that person or organization.

This condition applies even if other valid and collectible insurance is available to the Additional Insured for a loss or "occurrence" we cover for this Additional Insured.

The Additional Insured's limits of insurance do not increase our limits of insurance, as described in **SECTION III – LIMITS OF INSURANCE**.

All other terms, conditions, and exclusions under the policy are applicable to this endorsement and remain unchanged.

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
County of Monterey, its officers, officials, volunteers, agents, and employees
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY DELUXE ENDORSEMENT: HUMAN SERVICES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Extended Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	$30,000 limit	2
Damage to Premises Rented to You	$1,000,000	3
HIPAA	Clarification	4
Medical Payments	$20,000	5
Medical Payments – Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments – Bail Bonds	$5,000	5
Supplementary Payment – Loss of Earnings	$1,000 per day	5
Employee Indemnification Defense Coverage	$25,000	5
Key and Lock Replacement – Janitorial Services Client Coverage	$10,000 limit	6
Additional Insured – Newly Acquired Time Period	Amended	6
Additional Insured – Medical Directors and Administrators	Included	7
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured – Broadened Named Insured	Included	7
Additional Insured – Funding Source	Included	7
Additional Insured – Home Care Providers	Included	7
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured – Lessor of Leased Equipment	Included	7
Additional Insured – Grantor of Permits	Included	8
Additional Insured – Vendor	Included	8
Additional Insured – Franchisor	Included	9
Additional Insured – When Required by Contract	Included	9
Additional Insured – Owners, Lessees, or Contractors	Included	9
Additional Insured – State or Political Subdivisions	Included	10

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Duties in the Event of Occurrence, Claim or Suit	Included	10
Unintentional Failure to Disclose Hazards	Included	10
Transfer of Rights of Recovery Against Others To Us	Clarification	10
Liberalization	Included	11
Bodily Injury – includes Mental Anguish	Included	11
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	11

A. Extended Property Damage

SECTION I – COVERAGES, **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**, Paragraph **a.** is deleted in its entirety and replaced by the following:

a. Expected or Intended Injury

"Bodily injury" or property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

B. Limited Rental Lease Agreement Contractual Liability

SECTION I – COVERAGES, **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**, Paragraph **b. Contractual Liability** is amended to include the following:

(3) Based on the named insured's request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to $50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter's liability insurance of the client.

C. Non-Owned Watercraft

SECTION I – COVERAGES, **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions,** Paragraph **g. (2)** is deleted in its entirety and replaced by the following:

(2) A watercraft you do not own that is:

(a) Less than 58 feet long; and

(b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

D. Damage to Property You Own, Rent or Occupy

SECTION I – COVERAGES, **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE**

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LIABILITY, Subsection **2. Exclusions**, Paragraph **j. Damage to Property**, Item **(1)** is deleted in its entirety and replaced with the following:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a $30,000 limit. A client is defined as a person under your direct care and supervision.

E. Damage to Premises Rented to You

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:

a. The last paragraph of **SECTION I – COVERAGES**, **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**; is deleted in its entirety and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

b. SECTION III – LIMITS OF INSURANCE, Paragraph 6. is deleted in its entirety and replaced by the following:

Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

c. SECTION V – DEFINITIONS, Paragraph 9.a., is deleted in its entirety and replaced by the following:

A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

2. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Subsection **4. Other Insurance**, Paragraph **b. Excess Insurance**, **(1) (a) (ii)** is deleted in its entirety and replaced by the following:

That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner;

3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:

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a. $1,000,000; or

b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

F. HIPAA

SECTION I – COVERAGES, **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**, is amended as follows:

1. Paragraph **1. Insuring Agreement** is amended to include the following:

We will pay those sums that the insured becomes legally obligated to pay as damages because of a "violation(s)" of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any "suit," "investigation," or "civil proceeding" seeking these damages. However, we will have no duty to defend the insured against any "suit" seeking damages, "investigation," or "civil proceeding" to which this insurance does not apply.

2. Paragraph **2. Exclusions** is amended to include the following additional exclusions:

This insurance does not apply to:

a. Intentional, Willful, or Deliberate Violations

Any willful, intentional, or deliberate "violation(s)" by any insured.

b. Criminal Acts

Any "violation" which results in any criminal penalties under the HIPAA.

c. Other Remedies

Any remedy other than monetary damages for penalties assessed.

d. Compliance Reviews or Audits

Any compliance reviews by the Department of Health and Human Services.

3. SECTION V – DEFINITIONS is amended to include the following additional definitions:

a. "Civil proceeding" means an action by the Department of Health and Human Services (HHS) arising out of "violations."

b. "Investigation" means an examination of an actual or alleged "violation(s)" by HHS. However, "investigation" does not include a Compliance Review.

c. "Violation" means the actual or alleged failure to comply with the regulations included in the HIPAA.

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G. Medical Payments – Limit Increased to $20,000, Extended Reporting Period

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:

a. $20,000; or
b. The Medical Expense Limit shown in the Declarations of this Coverage Part.

2. SECTION I – COVERAGE, **COVERAGE C MEDICAL PAYMENTS**, Subsection **1. Insuring Agreement**, a. (3) (b) is deleted in its entirety and replaced by the following:

(b) The expenses are incurred and reported to us within three years of the date of the accident.

H. Athletic Activities

SECTION I – COVERAGES, **COVERAGE C MEDICAL PAYMENTS**, Subsection **2. Exclusions**, Paragraph **e. Athletic Activities** is deleted in its entirety and replaced with the following:

e. Athletic Activities

To a person injured while taking part in athletics.

I. Supplementary Payments

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B are amended as follows:

1. b. is deleted in its entirety and replaced by the following:

1. b. Up to $5000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.

1.d. is deleted in its entirety and replaced by the following:

1. d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.

J. Employee Indemnification Defense Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B the following is added:

We will pay, on your behalf, defense costs incurred by an “employee” in a criminal proceeding occurring in the course of employment.

The most we will pay for any “employee” who is alleged to be directly involved in a criminal proceeding is $25,000 regardless of the numbers of “employees,” claims or “suits” brought or persons or organizations making claims or bringing “suits.

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K. Key and Lock Replacement – Janitorial Services Client Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended to include the following:

We will pay for the cost to replace keys and locks at the "clients" premises due to theft or other loss to keys entrusted to you by your "client," up to a $10,000 limit per occurrence and $10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.

b. "Employee" means:

(1) Any natural person:

(a) While in your service or for 30 days after termination of service;

(b) Who you compensate directly by salary, wages or commissions; and

(c) Who you have the right to direct and control while performing services for you; or

(2) Any natural person who is furnished temporarily to you:

(a) To substitute for a permanent "employee" as defined in Paragraph **(1)** above, who is on leave; or

(b) To meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you.

(3) "Employee" does not mean:

(a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or

(b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."

c. "Manager" means a person serving in a directorial capacity for a limited liability company.

L. Additional Insureds

SECTION II – WHO IS AN INSURED is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/24/2024

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
NonProfits' United Workers' Compensation Group
610 Fulton Avenue, Suite 200
Sacramento, CA 95825

CONTACT NAME: Bree Wallace
PHONE (A/C, No, Ext): (916) 868-6226 FAX (A/C, No):
E-MAIL ADDRESS: Bree@nonprofitsunited.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : NonProfits' United Workers' Compensation Group	
INSURER B : Safety National Casualty Corporation	15105
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Step Up on Second Street, Inc.
Step Up on Second Street
1328 2nd Street
Santa Monica, CA90401

COVERAGES **CERTIFICATE NUMBER:** SUOSS-2705 **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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	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 $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			NPU-WCG 002-2024	1/1/2024	1/1/2025	X PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$ 750,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 750,000
							E.L. DISEASE - POLICY LIMIT	$ 750,000
B	XSWC			SP4067530	1/1/2024	1/1/2025	XS of $750,000 XS of $750,000	$2,000,000 (EL) Statutory (WC)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

County of Monterey
Contracts & Purchasing Division
1488 Schilling Place
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

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Coverage Part, Paragraph **3.a.** is deleted in its entirely and replaced by the following:

a. Coverage under this provision is afforded until the end of the policy period.

2. Each of the following is also an insured:

a. Medical Directors and Administrators – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.

b. Managers and Supervisors – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your "employees" are also insureds for "bodily injury" to a co-"employee" while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

c. Broadened Named Insured – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.

d. Funding Source – Any person or organization with respect to their liability arising out of:

(1) Their financial control of you; or

(2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

e. Home Care Providers – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.

f. Managers, Landlords, or Lessors of Premises – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

g. Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

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organization is an insured only with respect to liability for “bodily injury,” “property damage” or “personal and advertising injury” caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person’s or organization’s status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any “occurrence” which takes place after the equipment lease expires.

h. Grantors of Permits – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:

(1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:

(a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;

(b) The construction, erection, or removal of elevators; or

(c) The ownership, maintenance, or use of any elevators covered by this insurance.

i. Vendors – Only with respect to “bodily injury” or “property damage” arising out of “your products” which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

(1) The insurance afforded the vendor does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

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(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Sub-paragraphs **(d)** or (**f**); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.

j. Franchisor – Any person or organization with respect to their liability as the grantor of a franchise to you.

k. As Required by Contract – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations

l. Owners, Lessees or Contractors – Any person or organization, 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 when required by a contract.

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:

(a) 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

(b) 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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m. State or Political Subdivisions – Any state or political subdivision as required, subject to the following provisions:

(1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.

(2) This insurance does not apply to:

(a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

M. Duties in the Event of Occurrence, Claim or Suit

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph **2.** is amended as follows:

a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership; or

(3) An executive officer or insurance manager, if you are a corporation.

b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership; or

(3) An executive officer or insurance manager, if you are a corporation.

N. Unintentional Failure To Disclose Hazards

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

O. Transfer of Rights of Recovery Against Others To Us

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of

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Recovery Against Others To Us is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

P. Liberalization

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

Q. Bodily Injury – Mental Anguish

SECTION V – DEFINITIONS, Paragraph **3.** Is deleted in its entirety and replaced by the following:

"Bodily injury" means:

a. Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and

b. Except for mental anguish, includes death resulting from the foregoing (Item **a.** above) at any time.

R. Personal and Advertising Injury – Abuse of Process, Discrimination

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. SECTION V – DEFINITIONS, Paragraph 14.b. is deleted in its entirety and replaced by the following:

b. Malicious prosecution or abuse of process;

2. SECTION V – DEFINITIONS, Paragraph 14. is amended by adding the following:

Discrimination based on race, color, religion, sex, age or national origin, except when:

a. Done intentionally by or at the direction of, or with the knowledge or consent of:

(1) Any insured; or

(2) Any executive officer, director, stockholder, partner or member of the insured;

b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;

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c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or

d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

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AMENDMENT #1 TO AGREEMENT A-17197
BY AND BETWEEN
COUNTY OF MONTEREY & STEP UP ON SECOND STREET, INC.

THIS AMENDMENT #1 is made and entered into by and between the County of Monterey, a political subdivision of the State of California, (hereinafter "COUNTY"), and Step Up on Second Street, Inc. (hereinafter "CONTRACTOR").

WHEREAS, COUNTY and CONTRACTOR entered into an AGREEMENT for the provision of temporary shelter and supportive services to the unsheltered encampment occupants of the Soledad Salinas River for the period of November 1, 2024, to June 30, 2027 for a contract total of $1,701,964.00; and

WHEREAS, the parties wish to amend the AGREEMENT via AMENDMENT #1 **to add Housing First, Coordinated Entry and Homeless Management Information Systems Provision Exhibits and to add $15,218.00** for budget allocation adjustments due to an increased need for interim sheltering services to address encampment concerns for the unsheltered encampment occupants currently living in the Salinas River Soledad encampment with no change to the contract term for a **revised** contract total of **$1,717,182.00**.

NOW THEREFORE, the COUNTY and CONTRACTOR agree to amend the AGREEMENT in the following manner:

This Agreement is hereby amended on the terms and conditions set forth in the Original Agreement and Amendment #1 incorporated herein by this reference, except as specifically set forth below.

1. **SECTION 1.0, "GENERAL DESCRIPTION" is amended to read as follows:**
   The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A-1** in conformity with the terms of this Agreement.

2. **SECTION 2.0, "PAYMENT BY COUNTY", is amended to read as follows:**
   County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A-1**, 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 **$1,717,182.00**."

3. **SECTION 4.0, "SCOPE OF SERVICES AND ADDITIONAL PROVISIONS", is amended to read as follows:** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement: **Exhibit A-1** Scope of Services/Payment Provisions, Exhibit B Other: See Page **11(a)-1** for list of Exhibits.

4. **Page 11(a)-1** replaces Page 11(a) and reflects the **amended Exhibits A-1, C-1, D-1, E-1,** and **I-1** and the **addition of Exhibit J, Exhibit K, and Exhibit L.**

5. **Exhibit A-1** replaces Exhibit A and references amended Exhibits **C-1, D-1, E-1, I-1, J, K,** and **L** and reflects the **addition of $15,218** for a new contract total of **$1,717,182.00.**

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6. **Exhibit C-1** replaces Exhibit C reflects **addition of $15,218** for a new contract total of **$1,717,182.00.**

7. **Exhibit D-1** replaces Exhibit D and references the new **Exhibits A-1** and **E-1.**

8. **Exhibit E-1** replaces Exhibit E is the revised invoice reflecting the **additional $15,218** for the period November 1, 2024, to June 30, 2027, for a new contract total of **$1,717,182.00.**

9. **Exhibit I-1** replaces Exhibit I is the revised quarterly report template reflecting the **additional $15,218** for the period November 1, 2024, to June 30, 2027, for a new contract total of **$1,717,182.00.**

10. **Exhibits J, K,** and **L** are **added** to reflect Housing First, Coordinated Entry and HMIS provisions.

11. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT #1 and shall continue in full force and effect as set forth in the AGREEMENT.

12. A copy of this AMENDMENT #1 shall be attached to the original AGREEMENT, dated November 1, 2024, respectively.

13. A copy of this Amendment #1 shall be attached to the Original Agreement.

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IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

COUNTY ADMINISTRATIVE OFFICE (CAO) **Sonia M. De La Rosa, CAO** By: DocuSigned by: Deborah Paolinelli DFCFE819B75E478... Deborah Paolinelli, Assistant CAO Date: 5/13/2025 | 1:36 PM PDT	**STEP UP ON SECOND STREET, INC.** By: Signed by: C2DFB43A0947482... Tod, Lipka, Chief Executive Officer Date: 5/7/2025 | 2:42 PM PDT
CONTRACTS/PURCHASING (C/P): By: DocuSigned by: Tom Spencer 30F2900D7187745F... Debra R. Wilson, C/P Officer Date: 5/13/2025 | 12:15 PM PDT	By: DocuSigned by: Alan Darby DB195BB9F84B423... Alan Darby, Board Treasurer and Officer Date: 5/7/2025 | 2:43 PM PDT
APPROVED AS TO FORM: Office of the County Counsel-Risk Management, Susan K. Blitch, County Counsel By: DocuSigned by: Anne Brereton A46091E5DE03489... Anne Brereton, Deputy County Counsel Date: 5/12/2025 | 2:53 PM PDT	
APPROVED AS TO RISK MANAGEMENT: Office of the County Counsel-Risk Management, Susan K. Blitch, County Counsel By: Signed by: David Bolton 88FBC283FF8243C... David Bolton, Risk Manager Date: 5/13/2025 | 10:41 AM PDT	
APPROVED AS TO FISCAL PROVISIONS: Rupa Shah, Auditor-Controller By: DocuSigned by: Jennifer Forsyth 4E7E657875454AE... Date: 5/13/2025 | 12:04 PM PDT	

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LIST OF EXHIBITS

STEP UP ON SECOND STREET, INC.

Exhibit A-1	Scope of Services/Payment Provisions
Exhibit B	Encampment Site Map
Exhibit C-1	Budget
Exhibit D-1	Additional Provisions
Exhibit E-1	Invoice Template
Exhibit F	Participant Animal Guidelines
Exhibit G	HIPAA Certification
Exhibit H	Operational Emergency Shelter Standards
Exhibit I-1	Quarterly Reporting Template
Exhibit J	Housing First Provisions
Exhibit K	Coordinated Entry Provisions
Exhibit L	Homeless Management Information System Provisions

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STEP UP ON SECOND STREET, INC. ("CONTRACTOR")
ENCAMPMENT FUNDING RESOLUTION PROGRAM OF SOLEDAD

A. **FUNDING AMOUNT**

$1,701,964.00	ERF-3-R Funding
$ 15,218.00	Amendment #1
$1,717,182.00	**Total ERF-3-R Funding**

B. **CONTRACT TERM** Retroactive to November 1, 2024 to June 30, 2027

C. **CONTACT INFORMATION**

COUNTY Contract Manager:

County of Monterey Administrative Office
Sarah Federico, Management Analyst II
168 W. Alisal St, 3rd Floor Salinas, CA 93901
Phone: (831) 755-5341
federicos@co.monterey.ca.us

COUNTY Contract Monitor:

County of Monterey Administrative Office
Dania Valdez, Management Analyst I
168 W. Alisal St., 3rd Floor, Salinas, CA 93901
Phone: (831) 796-3049
Valdezd2@countyofmonterey.gov

COUNTY Partner Information:

City of Soledad (City)
Beatriz Trujillo, City Housing Analyst
248 Main Street, Soledad, CA 93960
(831) 223-5056
btrujillo@cityofsoledad.gov

CONTRACTOR Information:

Step Up on Second Street, Inc.
Tod Lipka, CEO
1328 Second St. Santa Monica, CA 90401-1122
Phone: (310) 394-6889 ext.1626
TLipka@stepup.org

Location of Interim Housing and Services:

City of Soledad – Interim Housing Site
990 Los Coches Road
Soledad, CA 93960

Motel 6 Motel
1155 Front Street
Soledad, CA 93960

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D. **SUBAWARD INFORMATION:**
SUBAWARD: HCD Encampment Resolution Funding, round 3 (ERF-3-R)
CONTRACTOR UEI Number: JA9DL54US3E3
Date County Awarded Funding: April 18, 2024
CFDA Passthrough Information and Dollar Amount: N/A
Federal Award Identification Number (FAIN): N/A
Federal Award Description: N/A
Research and Development: No
Maximum Allowable Indirect Cost Rate: 10%

E. **BACKGROUND**
Step Up on Second Street, Inc. ("CONTRACTOR") is a 501(c)(3) non-profit organization and a full-service mental health agency serving communities nationwide since 1994 with permanent and interim supportive housing services. CONTRACTOR is a recognized industry leader in providing housing navigation and supportive housing services in Monterey County.

This agreement with CONTRACTOR will provide unsheltered individuals living in an encampment located along the Salinas River adjacent to the City of Soledad ("Soledad") with access to low-barrier, temporary living facilities and comprehensive supportive services in a housing-focused service model ("program"). The overall goals for the program are to connect ninety (90) percent of program participants with access to services and interim housing and to exit seventy-five (75) percent of program participants into permanent housing or other types of housing by June 30, 2027. This program is a collaborative partnership with Soledad that will share in the development, management, operations, and programmatic oversight of the full program.

F. **DESCRIPTION OF SERVICES**
CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

F.1 CONTRACTOR shall provide interim housing at the locations listed in Section C and access to supportive services, including housing navigation, and rapid re-housing services to an estimated 40 unsheltered occupants currently living in an encampment located in the Salinas Riverbed near Soledad (**EXHIBIT B)**.

F.1.a. CONTRACTOR shall provide low-barrier access to "screen in" referred individuals in coordination with Soledad's Outreach Coordinator.

F.1.b. CONTRACTOR shall coordinate bed/unit assignments as necessary in coordination with Soledad.

F.2 CONTRACTOR shall provide comprehensive supportive services utilizing a Housing First, trauma informed, harm reduction approach to the program participants living at the Motel 6[1] and Soledad's Interim Housing Site until all program participants have transitioned to other types of housing and/or permanent housing, no later than June 30, 2027. Participant referrals shall be coordinated with Soledad's Outreach Coordinator, for up to 26 clients at any given time.

[1] The Soledad Street Outreach and Interim Motel Voucher programs are defined in a separate executed Agreement between Soledad and the County.

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F.2.a. CONTRACTOR will provide program participants with access to the following services: case management, rapid re-housing and housing navigation, assistance obtaining public benefits and securing documentation, education and employment services, housing retention skills, legal assistance, family connection services, life skills activities, rehabilitations, emotional skills building.

F.2.b. CONTRACTOR shall provide program participants with access to services every day of the week, excluding Sundays, during the hours of 8:00 a.m. to 10:00 p.m.

F.3 CONTRACTOR shall ensure that services are provided within Evidence-Based Best Practices and in compliance with the core components of Housing First, as described in Welfare and Institutions Code Section 8255, subdivision (b) and defined in **EXHIBIT J**, County Adopted Housing First Provisions and in Section 2.02 of **EXHIBIT D-1**. Individuals and families assisted with ERF-3-R funds must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, housing, or other services for which these funds are used.

F.4 CONTRACTOR shall coordinate the provision of daily meals for program participants temporarily living at the Interim Housing Site in coordination with Soledad's Outreach Coordinator. The daily provision of meals for program participants at the Motel 6 is provided for by Soledad's Street Outreach and Interim Motel Voucher Program through a separate agreement between the COUNTY[1] and Soledad.

F.5 CONTRACTOR shall assist all program participants in coordination with Soledad, in developing a person-centered Individual Service Plan (ISP) or similar detailed individualized plan of the supports, activities, and resources required to achieve personal goals and that outlines the decisions made during a person-centered process of planning and information gathering.

F.6 CONTRACTOR shall match the level of services to the identified needs of individual program participants to both mitigate harm and support each participant's success toward reaching their individualized goals.

F.7 CONTRACTOR shall ensure case managers provide the stability of the daily on-site participant support and linkages with local homeless service providers, Behavioral Health, and Social Services, and will offer appropriate and facilitate participant referrals to off-site services, such as health care.

F.8 CONTRACTOR shall assist all program participants with transportation to access off-site services and activities related to their housing goals.

F.9 CONTRACTOR shall ensure the Interim Housing facilities are pet-friendly and managed in accordance with recommended pet friendly best practices (**EXHIBIT F**, Participant Animal Guidelines).

F.9.a. Ensure all pets are registered and all pet owners receive and sign a pet notice of responsibility.

F.9.b. Enforce pet owner care responsibilities as outlined in **EXHIBIT F**, Participant Animal Guidelines and intervene if necessary to ensure health and safety of animals and program participants.

F.10 CONTRACTOR shall ensure Soledad's Interim Housing Facility is kept in the utmost cleanliness, where interior and exterior floors are cleared each day by program participants as needed and will inspect the perimeter of the facility to ensure that all program participant's trash is collected daily.

F.10.a. CONTRACTOR may coordinate cleaning services provided by Soledad.

F.11 CONTRACTOR shall comply with all Soledad Fire Department regulations.

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F.12 CONTRACTOR shall establish a no-fee, facility use agreement with Soledad for use of the Interim Housing Facility located at 990 Los Coches Road, Soledad, CA 93960, upon notification of the certificate of occupancy until June 30, 2027. CONTRACTOR shall ensure the following provisions are included in the facility use agreement:

F.12.a. Protocol to provide staff schedules for the Soledad Interim Housing Site to ensure there is coverage for scheduling gaps and a notification plan for any unexpected coverage gaps.

F.12.b. Communication protocol with Soledad's Police Department to ensure the safety of staff and program participants to minimize the impact of the Interim Housing Site on the neighboring community in coordination with the selected onsite Security provider.

F.12.c. List of Soledad's responsibilities for provision of property utilities, maintenance, and onsite security at the facility during facility use.

F.12.d. List of CONTRACTOR's responsibilities at the facility.

F.12.e. **EXHIBIT F,** Participant Animal Guidelines.

F.12.f. Any compliance requirements required by the City of Soledad and/or Soledad's Fire Department regulations for facility usage.

G. **SERVICE GOALS AND OUTCOMES**

CONTRACTOR shall seek to achieve the following service goals and outcomes as outlined in the ERF-3-R application during this contract term:

G.1 Provide safe and secure shelter for up to sixteen (16) unduplicated individuals at any given time at Soledad's Interim Housing Site.

G.2 Provide supportive services for up to twenty-six (26) unduplicated individuals at any given time at both location sites.

G.3 Utilize internal/external data management systems to track individual case notes, living plans and goals met.

G.4 Sixty-Five (65) percent of program participants will secure interim housing at both location sites by June 30, 2025, in coordination with Soledad's Outreach Program.

G.5 Ninety (90) percent of program participants of the encampment site will receive connection to supportive services and interim housing by June 30, 2025.

G.6 Fifteen (15) percent of program participants will secure permanent housing by June 30, 2027.

G.7 Seventy-Five (75) percent of program participants shall exit into transitional and/or permanent supportive housing by June 30, 2027.

H. **TRAVEL/TRAINING REIMBURSEMENT:**

H.1 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 Microsoft Word - County Travel Bus Expense Policy 12 5 12.doc (monterey.ca.us). To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when. CONTRACTOR shall receive compensation for mileage reimbursement up to the rates listed online at www.irs.gov.

I. **CONTRACTOR RESPONSIBILITIES**

I.1 CONTRACTOR agrees to cooperate fully with the COUNTY and Soledad in all matters related to data collection, management, and oversight to ensure compliance with the

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California Department of Housing and Community Development ("HCD") requirements and in accordance with **EXHIBIT D-1**, Additional Provisions.

I.2 CONTRACTOR shall inform the COUNTY immediately of failure to perform any component of this executed agreement**.**

I.3 CONTRACTOR shall submit quarterly written reporting as required and defined in Section J, and monthly invoices defined in **Section I of EXHIBIT D-1**.

I.4 CONTRACTOR shall provide informal monthly updates to the COUNTY and Soledad including capacity counts for the Interim Housing Site and general feedback to maintain strong communication regarding operations and services.

I.5 CONTRACTOR agrees to coordinate and issue program participant satisfaction surveys to all participants shortly following intake to the program and every 6 months thereafter; to use feedback received to improve services and guest care and to include findings and responses in annual outcomes report. CONTRACTOR shall make survey results available to COUNTY upon request as part of routine contract monitoring.

I.6 CONTRACTOR shall participate in annual monitoring activities conducted by COUNTY and Soledad staff which may include HCD program representatives.

I.6.a. Monitoring may be conducted as a site-visit or desk review. Monitoring activities will evaluate fiscal integrity, customer service, program management, and data collection & reporting procedures. In accordance with this contract's signed Health Insurance Portability & Accountability Act ("HIPAA") agreement (**EXHIBIT G**), CONTRACTOR shall make client files available to authorized County and/or Soledad staff and HCD ERF-3-R program representatives as sample data to verify agency compliance with contract requirements and reported outcome data as necessary.

I.6.b. This provision also includes allowing visits related to the project and film, tape, photograph, interview, and otherwise documentation of operations during normal business hours and with reasonable advance notice. Any outside visitors shall adhere to best practices that respect the privacy of program participants.

I.7 CONTRACTOR shall develop operational policies and procedures for program management, including intake, case management, and service provision incorporating **EXHIBIT H**, County Adopted Operational Emergency Shelter Standards and **EXHIBIT K**, County Adopted Coordinated Entry Provisions.

I.8 CONTRACTOR agrees that the program will prioritize referrals received through the referral process established by Soledad's Street Outreach Program.

I.9 CONTRACTOR shall establish a Good Neighbor Policy approved by the COUNTY and Soledad.

I.10 CONTRACTOR shall incorporate Enhanced Care Management (ECM) into their services plan for the program.

I.11 CONTRACTOR shall ensure compliance with AB977 regarding any ERF-3-R required data collection in the Homeless Management Information System ("HMIS") as defined in **EXHIBIT L**, County Adopted HMIS provisions and below as follows:

I.11.a. CONTRACTOR shall participate in and provide data elements, including, but not limited to, health information in a manner consistent with state and federal law, to the local HMIS, for tracking in the statewide HMIS (known as the Homeless Data Integration System or HDIS"), as required by Health and Safety Code section 50220.6. Any health information provided to, or maintained within, the statewide Homeless Management Information System shall not be subject to public inspection or disclosure under the California

Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code).

I.11.b. CONTRACTOR shall establish three new programs in HMIS:

1. Soledad Shelter Program:
   - Project Type: Emergency Shelters (ES)
   - ES Subtype: Entry/Exit
   - Operating Start Date: November 1, 2024
   - Housing Type: Site-Based in single location
   - HMIS Grant ID: CALICH-COU-020_CA-HCD-ERF3R
2. Motel 6 Program:
   - Project Type: Emergency Shelter (ES)
   - ES Subtype: Entry/Exit
   - Operating Start Date: November 1, 2024
   - Housing Type: Site-based in a single location
   - HMIS Grant ID: CALICH-COU-020_CA-HCD-ERF3R
3. Rapid Re-Housing Program:
   - Project Type: PH Rapid Re-Housing
   - RRH Subtype: RRH: Housing with or without services
   - Operating Start Date: November 1, 2024
   - Housing Type: Tenant-based scattered-site
   - HMIS Grant ID: CALICH-COU-020_CA-HCD-ERF3R

I.11.c. CONTRACTOR acknowledges that the COUNTY reserves the right to terminate this agreement if data is not collected in accordance with CA506 data standards.

I.12 CONTRACTOR shall ensure services are Americans with Disabilities Act (ADA) compliant.

I.13 CONTRACTOR and its subcontractors, hereby certify under penalty of perjury under the laws of the State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 Cal. GOV Code § 8350.

I.14 CONTRACTOR shall notify the COUNTY and Soledad immediately of any incidents that must be reported and/or that may require a response to the public or elected officials.

I.15 CONTRACTOR shall immediately notify COUNTY and Soledad of any significant issues with program participants; time is of the essence. Significant issues include but are not limited to disciplinary or safety issues that impact program participants' stay in any of the Interim Housing sites.

I.16 CONTRACTROR shall immediately notify the COUNTY and Soledad of any changes to managerial or supervisory staffing and/or contact information.

I.17 All activities regarding CONTRACTOR budget, timeline, scope of work and payment provisions/invoicing must be authorized and approved by COUNTY.

I.18 CONTRACTOR shall recruit and train staff members responsible for program management, and onsite-peer support.

I.19 CONTRACTOR shall ensure that all services and program documents are provided in the Spanish language at minimum and when other languages are needed utilize any resources necessary to accommodate.

I.20 CONTRACTOR shall provide incontinence and feminine hygiene products, including, but not limited to, sanitary napkins, tampons, and panty liners, to program participants as needed, free of charge. Obligation to satisfy this requirement is subject to the

availability of funds, however, CONTRACTOR shall make attempts to coordinate or request donations when funds are not available and collect data on the cost, demand, and utilization to help inform future resources to support this service.

I.21 CONTRACTOR shall ensure the program is accessible and welcoming to each of the following clients: residents with mental illness and/or disabilities, LGBTQ+, Minors, and survivors of domestic violence and human trafficking.

J. **REPORTING INSTRUCTIONS AND SUBMISSION**

J.1 CONTRACTOR shall attend at least one (1) status meeting with COUNTY and Soledad per week to ensure regular communication regarding services and operations. If CONTRACTOR is unable to attend a regularly scheduled meeting, CONTRACTOR shall provide notification and status report via email to the COUNTY Contract Manager and COUNTY Partner listed in Section C.

J.2 CONTRACTOR shall submit monthly invoices submitted on the 10th of the month following the month services are provided as defined in Section N.

J.3 CONTRACTOR shall provide COUNTY with quarterly written reports addressing performance of activities outlined in Section F: Description of Services and quarterly expenditures per eligible use categories detailed in the budget (**EXHIBIT C-1)**.

J.3.a. CONTRACTOR shall submit signed original quarterly reports via email to the County Contract Manager and CC: to COUNTY Partner listed in Section C, using the reporting template (**EXHIBIT I-1).**

J.3.b. CONTRACTOR shall attach a quarterly anonymized person served list illustrating the housing outcomes of each person served by the ERF-3-R program.

J.4 CONTRATOR shall submit Quarterly expenditure and activity reports by the following deadlines:

Due Date	Reporting Period Beginning date	Reporting Period End Date
January 15, 2025	October 1 2024	December 31, 2024
April 15, 2025	January 1, 2025	March 31, 2025
July 15, 2025	April 1, 2025	June 30, 2025
October 15, 2025	July 1, 2025	September 30, 2025
January 15, 2026	October 1, 2025	September 30, 2025
April 15, 2026	January 1, 2026	March 31, 2026
July 15, 2026	April 1, 2026	June 30, 2026
October 15, 2026	July 1, 2026	September 30, 2026
January 15, 2027	October 1, 2026	December 31, 2026

April 15, 2027	January 1, 2027	March 31, 2027
July 15, 2027	April 1, 2027	June 30, 2027
October 31, 2027	October 1, 2024	June 30, 2027

J.5 CONTRACTOR shall submit Annual reports on July 15th of each year in alignment with the ERF-3-R annual reporting periods with the following narrative information:
- J.5.a. Program Objectives
- J.5.b. Program Challenges
- J.5.c. Program Success Stories

J.6 CONTRACTOR shall provide upon request, information and documentation on service delivery models developed with grant funds to designated staff from the COUNTY and Soledad. This includes any necessary materials to study the program or replicate it for implementation across the State of California.

J.7 CONTRACTOR shall maintain adequate records to support the reported statistics regarding beneficiary characteristics and services provided under the ERF-3-R funding.
- J.7.a. Records demonstrating that funded activities meet the objectives of the ERF-3-R program.
- J.7.b. Records are required to determine the eligibility of activities per eligible use.

J.8 CONTRACTOR shall participate in **annual contract monitoring** conducted by the COUNTY to review fiscal integrity, customer service, business management, and service delivery and may include an on-site visit. Completion of this measure shall be documented through the issuance of a contract monitoring report to be provided by the **County Contract Monitor** listed in Section C.

K. ADDITIONAL REPORTING INSTRUCTIONS - TIMELINE & MILESTONES

K.1 CONTRACTOR will follow the following timeline with set milestones:

Start Date	End Date	Milestone Accomplished
November 2024	March 2025	Hire staff for program Operations and Supportive Services for all program participants.
November 2024	March 2025	Development of operational policies and procedures for Interim Housing program management, including intake, case management, and service provisions.
November 2024	March 2025	Participate in coordinated outreach efforts facilitated by Soledad's Street Outreach program to provided linkages to encampment occupants to relevant services as necessary.
November 2025	June 2025	• Sixty-Five (65) percent of encampment occupants will secure Interim Housing at the Interim Housing Site and Motel 6. • Ninety (90) percent of program participants will be connected to Step Up supportive services.
April 2025	June 2027	• Seventy-Five (75) percent of program participants will be served by the program end date of June 30, 2027.

		• Fifteen (15) percent of program participants will secure permanent housing by June 30, 2027.

L. **FINANCIAL OVERSIGHT AND ACCOUNTING**

L.1 CONTRACTOR shall ensure all program operations and objectives advance ERF-3-R's objective and fall within the following Eligible Use categories:

Eligible Use Category	**Eligible Activities Applied to the Eligible Population**
Rapid Rehousing	Rapid rehousing, including housing identification services, rental subsidies, security deposits, incentives to landlords, and holding fees for eligible persons, housing search assistance, case management and facilitate access to other community-based services.
Interim Housing	Interim Housing, limited to newly developed clinically enhanced congregate shelters, new or existing non-congregate shelters, and operations of existing navigation centers and shelters based on demonstrated need that are well suited for eligible persons.

L.1.a. CONTRACTOR shall submit invoices utilizing the template approved by COUNTY described in Section I of **EXHIBIT D-1**.

L.2 CONTRACTOR shall collaborate with COUNTY to prepare and submit budget modifications as needed.

L.3 All proceeds from any interest-bearing account established by the CONTRACTOR for the deposit of ERF-3-R funds, along with any interest-bearing accounts must be used for eligible activities and reported on as required by the HCD and reported to the County in quarterly reporting defined in Section J of this Agreement.

L.4 ERF-3-R program funds shall not be used for costs associated with activities in violation, conflict, or inconsistent with HSC Sections 50250 – 50254, other applicable laws, the terms and conditions of this Agreement, CONTRACTOR nor their agents shall directly or indirectly use ERF awards for any use or activity that is in violation, conflict, or inconsistent with the legislative intent of the authorizing statute to ensure the safety and wellness of people experiencing homelessness in encampments. ERF-funded activities that cause a traumatic effect are inconsistent with ensuring the safety and wellness of people experiencing homelessness in encampments.

L.5 ERF-3-R program funds shall not be used to supplant existing local funds for homeless housing, assistance, prevention, or encampment resolution including encampment site restoration or waste management.

L.6 CONTRACTOR acknowledges that this Agreement is valid and enforceable only if sufficient ERF-3-R funds are made available to COUNTY for the administration of the services under this Agreement.

L.7 In the event ERF-3-R funding is terminated, reduced, or the CONTRACTOR breaches any of the duties under this Agreement, CONTRACTOR agrees to cooperate with

COUNTY to return any unused funds including any initial payments made within thirty (30) days of written notice from the COUNTY.

M. **PAYMENT PROVISIONS**

M.1 COUNTY shall pay CONTRACTOR according to the terms set forth in **EXHIBIT D-1, Section I**, PAYMENT BY COUNTY, of this Agreement.

M.2 The total maximum amount payable to CONTRACTOR for the period November 1, 2024, through June 30, 2027, shall not exceed **one million seven hundred seventeen thousand one hundred eighty-two dollars and zero cents ($1,717,182.00)** as set forth in **EXHIBIT C-1**, Budget.

M.3 CONTRACTOR shall submit original signed invoices, monthly to COUNTY setting for the amount claimed by the 10th day of the month in which services were performed on the form set forth in **EXHIBIT E-1. The final invoice is due no later than the 10th of July 2027.**

M.4 An initial payment of **three hundred thousand dollars and zero cents ($300,000)** shall be paid to the CONTRACTOR upon execution of this Agreement and will be offset by up to **twenty-five thousand dollars and zero cents ($25,000) from monthly invoices until the *initial payment* funds are expended.** The initial payment will have a certified invoice, which will be approved by the COUNTY Homelessness Strategy and Initiatives Division for advanced work to hire program staff, purchase program supplies and equipment and provide interim sheltering and rapid rehousing to program participants with immediate needs. All payments after the initial payment to the CONTRACTOR will be paid to the CONTRACTOR thirty (30) days after a certified invoice is provided to the Auditor-Controller.

M.5 Except for the initial payment, CONTRACTOR shall submit monthly invoices until all remaining ERF-3-R funds are exhausted or completion of the Agreement, whichever occurs first. The monthly invoice shall set forth the total amount to be paid for the services performed under this Agreement for the previous month, together with an itemized basis for the amounts claimed and a deduction per the instructions in M.4, 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 Auditor-Controller for payment. The COUNTY Auditor-Controller shall pay the amount certified within thirty (30) days of receiving the invoice.

N. **INVOICING INSTRUCTIONS & SUBMISSION**

N.1 CONTRACTOR shall submit original signed monthly invoices with supportive documentation to the COUNTY Contract Manager listed in Section C and to HomelessServices@countyofmonterey.gov setting forth the amount to be paid by the 10th day of the month following the month in which services are performed. Invoices may be submitted more frequently as necessary or as agreed upon.

N.2 The invoice shall be submitted based on funding amounts detailed in **EXHIBIT C-1** and set forth in **EXHIBIT E-1**.

N.3 The final invoice for close out is due no later than the 10th of July 2027.

N.4 **All funds must be expended by CONTRACTOR by June 30, 2027.**

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O. **INDEMNIFICATION**

CONTRACTOR shall indemnify and make whole the COUNTY should any funds be stolen, used in fraudulent activities, or not used for the purposes set forth in this Agreement.

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BUDGET

November 1, 2024 to June 30, 2027

Agency Name: Step Up on Second Street, Inc - Soledad ERF-3-R Program

Expense Categories	ERF-3-R
Service Coordinators	$ 782,361.00
On-site Peer Support Specialist	$ 35,801.00
Program Manager	$ 247,848.00
Housing Navigator	$ 97,795.00
Program Client Services	$ 163,600.00
Program Site Costs	$ 69,145.00
Rapid Rehousing	$ 150,436.00
Indirect (10% Max)	$ 170,196.00
Program Total	**$ 1,717,182.00**

Budget Narrative

Expense Category	Line-Item narrative
Service Coordinators	100% of 4.00 FTE @ $782,361.00 over 28 months. Service Coordinators are responsible for daily case management support for program participants including assistance with residential care and access to supportive services.
Onsite Peer Support Specialist	100% of 1.0 FTE @ 35,801.00 over 28 months. Resident program participant hired to provide peer support.
Program Manager	100% of 1.00 FTE @ $247,848.00 over 28 months. Program manager is responsible for daily program operations and direct service programs.
Housing Navigator	100% of 0.50 FTE @ $97,795.00 over 36 months. The housing navigator provides housing locator services, for unhoused or unstable housed partners based on a Housing First Model.
Program Client Services	Flexible spending dollars to support housing maintenance, and community integration. Costs include support with utilities, transportation, incentives, pet support, hygiene supplies kit, clothing, food and goods gift cards, education, and job preparation/training.
Program Costs	Program Operations at Interim Housing Facility/Motel 6: equipment rental including copiers & water, cleaning services for the Interim Housing Facility only, office Supplies (printing, postage, courier), office furniture (desk, chair, file cabinets), Communications (staff cell phone and internet), Laptop Computer (for HMIS entry, chart documentation, and data reporting), Staff Travel, Training, and any insurance costs for the shelter.
Rapid Rehousing	Direct financial assistance to support rapid rehousing of program participants.

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Indirect	Indirect Administrative costs including Human Resources, Accounting, Corporate Costs at 10%

FUNDING: ERFG2SOLED

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MONTEREY COUNTY
HOMELESSNESS STRATEGY AND INITIATIVES DIVISION
OF THE COUNTY ADMINISTRATIVE OFFICE

ADDITIONAL PROVISIONS

I. PAYMENT BY COUNTY:

1.01 Monthly claims/invoices by CONTRACTOR: Not later than the tenth (10^{th}) day of each month, CONTRACTOR shall submit to COUNTY a signed invoice setting forth the amount claimed. All invoices (monthly and final) shall be submitted in the form set forth in **Exhibit E-1, Invoice Template**.

1.02 Final Invoice; forfeiture for late invoice: CONTRACTOR's final month and end of fiscal year invoice is due, and must be received by COUNTY, no later than close of business on **July 10th. If the Final Invoice is not received by COUNTY by close of business on July 10th. CONTRACTOR understands and agrees that the reimbursement of CONTRACTOR's final expenses represented by that invoice may be forfeited, and COUNTY shall have no legal obligation regarding it, nor shall COUNTY be required to make any payment towards that untimely/late invoiced claim.**

1.03 Allowable Costs: Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement, as set forth in **Exhibit A-1, Section F.** Only the costs and eligible uses listed in **Exhibit A-1, Section L and Exhibit C-1** as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.

1.04 Cost Control: CONTRACTOR shall not exceed by more than ten (10) percent any contract expense line-item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this contract. Therefore, an increase in one-line item will require corresponding decreases in other line items.

1.05 Payment in Full:
(a) If COUNTY certifies and pays the amount requested by CONTRACTOR, such payment shall be deemed payment in full for the month in question and may not thereafter be reviewed or modified, except to permit COUNTY's recovery of overpayments.

(b) If COUNTY certifies and pays a lesser amount than the amount requested, COUNTY shall, immediately upon certification of the lesser amount, notify CONTRACTOR in writing of such certification. If CONTRACTOR does not protest the lesser amount by delivering to COUNTY a written notice of protest within twenty (20) days after CONTRACTOR's receipt of the certification, then payment of the lesser amount shall be

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deemed payment in full for the month in question and may not thereafter be questioned by CONTRACTOR.

1.06 Disputed payment amount: If COUNTY pays a lesser amount than the amount requested, and if CONTRACTOR submits a written notice of protest to COUNTY within twenty (20) days after CONTRACTOR's receipt of the certification, then the parties shall promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such dispute until the parties have met and attempted to resolve the dispute in person.

II. PERFORMANCE STANDARDS & COMPLIANCE

2.01 Outcome objectives and performance standards: CONTRACTOR shall for the entire term of this Agreement provide the service outcomes set forth in **Exhibit A-1.** CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit A-1**, unless prevented from doing so by circumstances beyond CONTRACTOR's control, including but not limited to, natural disasters, fire, theft, and shortages of necessary supplies or materials due to labor disputes.

2.02 Housing First Standards. CONTRACTOR shall ensure services provided for the Soledad Interim Sheltering Sites follow the core components of Housing First as defined in the State Welfare and Institutions Code Section 8255(b)," and shall include all of the following:

1. Tenant screening and selection practices that promote accepting applicants regardless of their sobriety or use of substances, completion of treatment, or participation in services.
2. Applicants are not rejected on the basis of poor credit or financial history, poor or lack of rental history, criminal convictions unrelated to tenancy, or behaviors that indicate a lack of "housing readiness."
3. Acceptance of referrals directly from shelters, street outreach, drop-in centers, and other parts of crisis response systems frequented by vulnerable people experiencing homelessness.
4. Supportive services that emphasize engagement and problem solving over therapeutic goals and service plans that are highly tenant-driven without predetermined goals.
5. Participation in services or program compliance is not a condition of permanent housing tenancy.
6. Tenants have a lease and all the rights and responsibilities of tenancy, as outlined in California's Civil, Health and Safety, and Government codes.
7. The use of alcohol or drugs in and of itself, without other lease violations, is not a reason for eviction.
8. In communities with coordinated assessment and entry systems, incentives for funding promote tenant selection plans for supportive housing that prioritize eligible tenants based on criteria other than "first-come-first serve," including, but not limited to, the duration or chronicity of homelessness, vulnerability to early mortality, or high utilization of crisis services. Prioritization may include triage tools, developed through local data, to identify high-cost, high-

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need homeless residents.

9. Case managers and service coordinators who are trained in and actively employ evidence-based practices for client engagement, including, but not limited to, motivational interviewing and client-centered counseling.
10. Services are informed by a harm-reduction philosophy that recognizes drug and alcohol use and addiction as a part of tenants' lives, where tenants are engaged in nonjudgmental communication regarding drug and alcohol use, and where tenants are offered education regarding how to avoid risky behaviors and engage in safer practices, as well as connected to evidence-based treatment if the tenant so chooses.
11. The project and specific apartment may include special physical features that accommodate disabilities, reduce harm, and promote health and community and independence among tenants.

2.03 County monitoring of services: COUNTY shall monitor services provided under this Agreement in order to evaluate the effectiveness and quality of services provided.

2.04 Notice of defective performance: COUNTY shall notify CONTRACTOR in writing within thirty (30) days after discovering any defects in CONTRACTOR's performance. CONTRACTOR shall promptly take action to correct the problem and to prevent its recurrence. Such corrective action shall be completed, and a written report made to the COUNTY concerning such action not later than thirty (30) days after the date of the COUNTY's written notice to CONTRACTOR.

2.05 Termination for cause: Notwithstanding Section 7.02 of the Agreement, if the corrective actions required above are not completed and the report to the COUNTY not made within thirty (30) days, the COUNTY may terminate this Agreement by giving five (5) days' written notice to CONTRACTOR.

2.06 Training for Staff: CONTRACTOR shall insure that sufficient training is provided to its volunteer and paid staff to enable them to perform effectively on the project, and to increase their existing level of skills. Additionally, CONTRACTOR shall ensure that all staff completes Division 21 Civil Rights training.

2.07 Bi-lingual Services: CONTRACTOR shall ensure that qualified staff is available to accommodate non-English speaking, and limited English proficient, individuals.

2.08 Assurance of drug free-workplace: CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, Government Code sections 8350 et seq., by doing the following:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is

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prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition;

- Establishing a drug-free awareness program to inform employees about all of the following:
  1) the dangers of drug abuse in the workplace;
  2) the organization's policy of maintaining a drug-free workplace;
  3) any available drug counseling, rehabilitation, and employee assistance programs;
  4) the penalties that may be imposed upon employees for drug abuse violations;
  5) requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

III. CONFIDENTIALITY

CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions (W & I) Code Sec. 10850, 45 CFR Sec. 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order requiring disclosure. Confidential information gained by CONTRACTOR from access to any such records, and from contact with its clients and complainants, shall be used by CONTRACTOR only in connection with its conduct of the program under this Agreement. The COUNTY, through the Director of Homelessness Strategy and Initiatives of the County Administrative Office (CAO-HSI), and his/her representatives, shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of the COUNTY shall remain confidential and may be disclosed only as permitted by law.

IV. NON-DISCRIMINATION

CONTRACTOR certifies that to the best of its ability and knowledge it will comply with the nondiscrimination program requirements set forth in this Section.

4.01 Discrimination Defined: The term "discrimination" as used in this contract, is the same term that is used in Monterey County Code, Chapter 2.80 "Procedures for Investigation and Resolution of Discrimination Complaints"; it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or other discriminatory practice by any Monterey County official, employee or agent, due to an individual's race, color, ethnic group, national origin, ancestry, religious creed, sex, sexual orientation, age, veteran's status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

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4.02 Application of Monterey COUNTY Code Chapter 2.80: The provisions of Monterey COUNTY Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. Complaints of discrimination made by CONTRACTOR against the COUNTY, or by recipients of services against CONTRACTOR, may be pursued using the procedures established by Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for the prompt and fair resolution of discrimination complaints made against CONTRACTOR by its own employees and agents, and shall provide a copy of such procedures to COUNTY on demand by COUNTY.

4.03 Compliance with laws: During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal, state and local laws and regulations which prohibit discrimination, including but not limited to the following:

- **California Fair Employment and Housing Act**, California Government Code Sec. 12900 et seq., see especially Section 12940 (c), (h), (1), (i), and (j); and the administrative regulations issued thereunder, 2 Calif. Code of Regulations Secs. 7285.0 et seq. (Division 4 - Fair Employment and Housing Commission);

- **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; including **Title 22 California Code of Regulations 98000-98413**.

- **Federal Civil Rights Acts of 1964 and 1991** (see especially Title VI, 42 USC Secs. 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 80);

- **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 Parts 80, 84 and 91); and all guidelines and interpretations issued pursuant thereto;

- **7 Code of Federal Regulations (CFR),** Part 15 and **28 CFR** Part 42;

- **Title II of the Americans with Disabilities Act of 1990** (P.L. 101-336), 42 U.S.C. Secs. 12101 et seq. and 47 U.S.C. Secs. 225 and 611, and any federal regulations issued pursuant thereto (see 24 CFR Chapter 1; 28 CFR Parts 35 and 36; 29 CFR Parts 1602, 1627, and 1630; and 36 CFR Part 1191);

- **Unruh Civil Rights Act**, Calif. Civil Code Sec. 51 et seq., as amended;

- **Monterey COUNTY Code**, Chap. 2.80.;

- **Age Discrimination in Employment Act 1975,** as amended **(ADEA),** 29 U.S.C. Secs 621 et seq.;

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- **Equal Pay Act of 1963**, 29 U.S.C. Sec. 206(d);
- **California Equal Pay Act**, Labor Code Sec.1197.5.
- **California Government Code** Section 4450**;**
- **The Dymally-Alatorre Bilingual Services Act; Calif. Government Code Sec. 7290 et seq.**
- **The Food Stamp Act of 1977, as amended and in particular Section 272.6.**
- **California Code of Regulations, Title 24, Section 3105A(e)**
- **Removal of Barriers to Inter-Ethnic Adoption Act of 1996, Section 1808**

4.04 Written assurances: Upon request by COUNTY, CONTRACTOR will give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973 and/or the Americans with Disabilities Act of 1990, as may be required by the federal government in connection with this Agreement, pursuant to 45 CFR Sec. 80.4 or 45 CFR Sec. 84.5, and 91; 7 CFR Part 15; and 28 CFR Part 35**,** or other applicable State or federal regulation.

4.05 Written non-discrimination policy: Contractor shall maintain a written statement of its non-discrimination policies which shall be consistent with the terms of this Agreement. Such statement shall be available to employees, recipients of services, and members of the public, upon request.

4.06 Grievance Information: CONTRACTOR shall advise applicants who are denied CONTRACTOR's services, and recipients who do receive services, of their right to present grievances, and of their right to a State hearing concerning services received under this Agreement.

4.07 Notice to Labor Unions: CONTRACTOR shall give written notice of its obligations under paragraphs 4.01 - 4.08 to labor organizations with which it has a collective bargaining or other agreement.

4.08 Access to records by government agencies: CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing, and any state agency providing funds for this Agreement, upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these non-discrimination provisions.

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4.09 Binding on Subcontractors: The provisions of paragraphs 4.01 - 4.08 shall also apply to all of CONTRACTOR's subcontractors. CONTRACTOR shall include the non-discrimination and compliance provisions of these paragraphs in all subcontracts to perform work or provide services under this Agreement.

V. ADDITIONAL REQUIREMENTS

5.01 Covenant Against Contingent Fees: CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement. For breach or violation of this warranty, COUNTY shall have the right to terminate this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

5.02 Debarment, Suspension and Fraud, and Abuse: CONTRACTOR certifies to the best of its knowledge and belief, that it and any subcontractors:

- **a)** Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or State department or agency.
- **b)** Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- **c)** Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses in 5.02(b).
- **d)** Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.

5.03 CONTRACTOR shall report immediately to COUNTY in writing, any incidents of alleged fraud and/or abuse by either CONTRACTOR or its subcontractors.

5.04 CONTRACTOR shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by COUNTY.

5.05 CONTRACTOR agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the debarment/suspension status of any subcontractors.

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VI. CONTRACT ADMINISTRATORS

6.01 Contract Administrator – CONTRACTOR: CONTRACTOR hereby designates its Chief Executive Officer as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of CONTRACTOR shall be under the direction of, or shall be submitted to, the CONTRACTOR's Contract Administrator. CONTRACTOR may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to COUNTY of any such change.

6.02 Contract Administrator – COUNTY: COUNTY hereby designates the Director of Homelessness Strategy and Initiatives Division (CAO-HSI) as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of COUNTY shall be under the direction of, or shall be submitted to, the Director or such other COUNTY employee in the CAO-HSI as the Director may appoint. COUNTY may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to CONTRACTOR of any such change.

VII. CONTRACT DEPENDENT ON GOVERNMENT FUNDING

COUNTY's payments to CONTRACTOR under this Agreement are funded by the State and/or Federal governments. If funds from State and/or Federal sources are not obtained and continued at a level sufficient to allow for COUNTY's purchase of the indicated quantity of services, then 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 COUNTY may specify in its notice, unless in the meanwhile the parties enter into a written Amendment modifying this Agreement.

VIII. APPEAL PROCESS

In the event of a dispute or grievance regarding the terms and conditions of this Agreement, both parties shall abide by the following procedures:

a) CONTRACTOR shall first discuss the problem informally with the designated CAO-HSI Contact/Program Analyst. If the problem is not resolved, CONTRACTOR must, within fifteen (15) working days of the failed attempt to resolve the dispute with Contact/Program Analyst, submit a written complaint, together with any evidence, to the CAO-HSI Director. The complaint must include a description of the disputed issues, the legal authority/basis for each issue which supports CONTRACTOR’s position, and the remedy sought. The CAO-HSI Director shall, within fifteen (15) working days after receipt of CONTRACTOR’s written complaint, make a determination on the dispute, and issue a written decision and reasons, therefore. All written communication shall be pursuant to Section 14. NOTICES of this Agreement. Should CONTRACTOR disagree with the decision of the Director, CONTRACTOR may appeal the decision to the County Administrative Officer (CAO Officer).

b) CONTRACTOR’s appeal of the Director’s decision must be submitted to the CAO Officer within ten (10) working days from the date of the decision; be in writing, state the reasons why the decision is unacceptable, and include the original complaint, the decision that is the subject of appeal, and all supporting documents. Within twenty (20) working

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days from the date of CONTRACTOR'S appeal, the CAO Officer, or his/her designee, shall meet with CONTRACTOR to review the issues raised on appeal. The CAO Officer shall issue a final written decision within fifteen (15) working days of such meeting.

c) CONTRACTOR may appeal the final decision of the CAO Officer in accordance with the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5 commencing with Section 251, or Subchapter 3 commencing with Section 300, whichever is applicable, of the California Code of Regulations).

d) CONTRACTOR shall continue to carry out the obligations under this Agreement during any dispute.

e) Costs incurred by CONTRACTOR for administrative/court review are not reimbursable by COUNTY.

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Step Up on Second Street, Inc.
Soledad Interim Sheltering and Rapid Rehousing Services
MONTHLY INVOICE TEMPLATE

Exhibit E-1



1328 Second St., Santa Monica, CA 90401

Agency Name:	**STEP UP ON SECOND STREET, INC.**
Contract Admin:	Tod Lipka, CEO
Email Address:	Tlipka@stepup.org
Phone Number:	310-394-6889

Date of Invoice:	
Invoice No:	
Contract Term:	Nov. 1, 2024 to June 30, 2027
Vendor Code:	VC*8232
Accounting String:	001-1050-CAO004-8598
Program Code:	ERFG2SOLED
Program Name:	ERF Grant Soledad

Remit Payment Via ELECTRONIC FUND TRANSFER

Invoice Reporting Period Expenses	
Total Monthly Expenses:	
Offset Deduction This Period:	
Total Amount to be Paid:	**$ -**

Account Balances			
Total Budget:	$ 1,717,182.00	**Remaining Budget:**	$ 1,717,182.00
IH Allocation:	$ 1,468,951.00	**IH Balance:**	$ 1,468,951.00
RR Allocation:	$ 248,231.00	**RR Balance:**	$ 248,231.00
Advance Payment:	$ 300,000.00	**Advance Balance:**	$ 300,000.00
		Reported Expenses To Date:	$ -
		Offsets To Date:	$ -
		Total Paid by County to Step Up To Date:	$ 300,000.00

Invoice Reporting Period:

Expenses*							
Expense Categories	**Total Budget**	**Interim Sheltering**	**Rapid Rehousing**	**Monthly Expenses**	**Year to Date IH**	**Year to Date RR**	**Balance Remaining**
Service Coordinators	$ 782,361.00	$ -	$ -	$ -	$ -	$ -	$ 782,361.00
On-Site Peer Support Specialist	$ 35,801.00	$ -	$ -	$ -	$ -	$ -	$ 35,801.00
Program Manager	$ 247,848.00	$ -	$ -	$ -	$ -		$ 247,848.00
Housing Navigator	$ 97,795.00	$ -	$ -	$ -	$ -	$ -	$ 97,795.00
Client Services	$ 163,600.00	$ -	$ -	$ -	$ -	$ -	$ 163,600.00
Program Costs	$ 69,145.00	$ -	$ -	$ -	$ -	$ -	$ 69,145.00
Rapid Rehousing	$ 150,436.00	$ -		$ -	$ -	$ -	$ 150,436.00
Indirect	$ 170,196.00	$ -	$ -	$ -	$ -	$ -	$ 170,196.00
Service Totals:	**$ 1,717,182.00**	$ -	$ -	$ -	$ -	$ -	$ 1,717,182.00

*Attach all itemized invoices if applicable.

Offset Deduction:** $ -

Total Amount to be Paid: **$ -** **Remit Payment Via EFT**

**Per Agreement, Exhibit A-1, Section M: CONTRACTOR shall deduct up to $25,000 of monthly expenses per invoice until the Prepayment Balance is zero.

I certify that this report is correct and complete to the best of my knowledge and that the costs are eligible pursuant to the terms of the contract.

Person Completing Invoice Title

Authorizing Signature Date

County Contract Manager Approval Date

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STEP UP ON SECOND STREET, INC.
ERF-3-R GRANT QUARTERLY REPORTING TEMPLATE
SOLEDAD INTERIM HOUSING SERVICES

EXHIBIT I -1

1328 Second Sgreet
Santa Monica, CA 90401

Email Report to: federicos@countyofmonterey.gov
cc: wilsonr@countyofmonterey.gov

Interim Sheltering Allocation:	**$1,468,951.00**
Rapid Rehousing Allocation:	**$248,231.00**
Total Contract Amount:	**$1,717,182.00**

Agency Name:	**STEP UP ON SECOND STREET, INC.**
Contract Admin:	Tod Lipka, CEO
Email Address:	Tlipka@stepup.org
Phone Number:	310-394-6889

Reporting Period:

Report is Due the 15th of Every Quarter

Eligible Use Category	Remaining Balance	Expended This Period
Interim Sheltering:	$1,468,951.00	
Rapid Rehousing:	$248,231.00	
Total Balance:	**$1,717,182.00**	**$0.00**

Summary of Performance Activities Outlined in Exhibit A-1. Section F: Description of Services. Each quarterly report shall include a short narrative of program outcomes and impacts for the reporting period, reflecting the progress of their ERF-3-R program.
Program Milestone Progress Program Challenges Program Success Stories

***Budget Modification Required?:** *If yes, attach updated budget.

I certify that this report is correct and complete to the best of my knowledge and that the costs are eligible pursuant to the terms of the contract.

Person Completing Quarterly Report | Title

Authorizing Signature | Date

County Contract Manager Approval

Date

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HOUSING FIRST MANDATE

This Exhibit J ("Exhibit") is hereby incorporated into and made part of the Agreement dated November 1, 2024 ("Agreement") by and between the County of Monterey and Step Up on Second Street, Inc. (“CONTRACTOR”). The purpose of this Exhibit is to establish requirements under Senate Bill (SB) 1380, which mandates all state-funded housing programs to utilize Housing First principles (WIC § 8255). Housing First is an evidence-based, client-centered approach that recognizes housing as necessary to make other voluntary life changes, such as seeking treatment or medical care. This approach is in contrast with the traditional model of rewarding “housing readiness.” The goal of Housing First is to provide housing to individuals and families quickly with as few obstacles as possible, along with voluntary support services according to their needs.

According to Housing First law, the “Core components of Housing First” means all of the following:

a. Tenant screening and selection practices that promote accepting applicants regardless of their sobriety or use of substances, completion of treatment, or participation in services.
b. Applicants are not rejected on the basis of poor credit or financial history, poor or lack of rental history, criminal convictions unrelated to tenancy, or behaviors that indicate a lack of “housing readiness.”
c. Acceptance of referrals directly from shelters, street outreach, drop-in centers, and other parts of crisis response systems frequented by vulnerable people experiencing homelessness.
d. Supportive services that emphasize engagement and problem solving over therapeutic goals and service plans that are highly tenant-driven without predetermined goals.
e. Participation in services or program compliance is not a condition of permanent housing tenancy. Tenants have a lease and all the rights and responsibilities of tenancy, as outlined in California’s Civil, Health and Safety, and Government codes.
f. The use of alcohol or drugs in and of itself, without other lease violations, is not a reason for eviction.
g. In communities with coordinated assessment and entry systems, incentives for funding promote tenant selection plans for supportive housing that prioritize eligible tenants based on criteria other than “first-come-first serve,” including, but not limited to, the duration or chronicity of homelessness, vulnerability to early mortality, or high utilization of crisis services. Prioritization may include triage tools, developed through local data, to identify high-cost, high-need homeless residents.
h. Case managers and service coordinators who are trained in and actively employ evidence-based practices for client engagement, including, but not limited to, motivational interviewing and client-centered counseling.
i. Services are informed by a harm-reduction philosophy that recognizes drug and alcohol use and addiction as a part of tenants’ lives, where tenants are engaged in nonjudgmental communication regarding drug and alcohol use, and where tenants are offered education

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regarding how to avoid risky behaviors and engage in safer practices, as well as connected to evidence-based treatment if the tenant so chooses.

j. The project and specific apartment may include special physical features that accommodate disabilities, reduce harm, and promote health and community and independence among tenants.

These components are the minimum efforts required by California State law; however, it is encouraged that all contracted agencies seek trainings to discover other ways you can embed a true Housing First philosophy into your program.

Non-Compliance and Remedies

Failure to comply with Housing First requirements may result in corrective actions, including but not limited to:

- Required remedial training; and
- Withholding of funding until compliance is achieved; and
- Termination of this Agreement for repeated non-compliance.

Docusign Envelope ID: 2A44490F-C21C-42BF-8D49-ADFA070B0849

COORDINATED ENTRY REQUIREMENTS

This Exhibit K ("Exhibit") is hereby incorporated into and made part of the Agreement dated November 1, 2024 ("Agreement") by and between the County of Monterey and Step Up on Second Street, Inc. (“CONTRACTOR”). The purpose of this Exhibit is to establish mandatory requirements for the use of the Coordinated Entry System in accordance with federal, state, and local regulations.

Coordinated Entry is a standardized process used by homeless service systems to ensure that people experiencing or at risk of homelessness are quickly and equitably connected to available housing and services. It is required by the U.S. Department of Housing and Urban Development (HUD) and some State of California homeless programs and aims to prioritize assistance based on vulnerability and need rather than on a first-come, first-served basis.

Key Components of Coordinated Entry:

1. **Standardized Assessment:** Uses a common tool identified by the Coalition of Homeless Services Providers, as the lead Continuum of Care (“CoC”) lead agency, to evaluate individuals’ and families’ needs and vulnerabilities.
2. **Prioritization:** Allocates housing and services based on established criteria, often prioritizing people who are chronically homeless, highly vulnerable, or have the highest needs.
3. **Referral Process:** Matches individuals to the most appropriate available housing and services, such as Permanent Supportive Housing (PSH), Rapid Rehousing (RRH), or Transitional Housing.
4. **Accessibility:** Ensures that all populations, including those with disabilities or language barriers, can access services equitably.
5. **Streamlined Entry System:** Reduces the need for individuals to navigate multiple agencies by centralizing access to resources.

Coordinated Entry is designed to improve the efficiency of homelessness response systems, reduce barriers to housing, and ensure that limited resources are used effectively. In Monterey and San Benito Counties, Coordinated Entry, locally known as the Coordinated Assessment and Referral System (“CARS”), is managed through the local Homeless Management Information System (“HMIS”).

For the purposes of this agreement, CONTRACTOR is hereby mandated to: (Check all that apply.)

☒ Enter all clients experiencing homelessness into CARS for consideration of housing options made available through the program.

☐ Receive client referrals solely through CARS.

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☐ Receive client referrals through CARS and other means established in EXHIBIT A of this Agreement.

CONTRACTOR RESPONSIBILITIES

1. **Purpose and Compliance**
   - 1.1. CONTRACTOR shall utilize CARS to ensure that all homeless individuals and families are assessed and prioritized for housing and services in a standardized, equitable, and transparent manner.
   - 1.2. CONTRACTOR shall comply with the requirements set forth in the U.S. Department of Housing and Urban Development (HUD) Continuum of Care (CoC) Program and Emergency Solutions Grant regulations, including 24 CFR Part 578 and the HUD Coordinated Entry Notice.
   - 1.3. CONTRACTOR shall adhere to the CARS Policies and Procedures established by the Coalition of Homeless Services Providers, the local Continuum of Care ("CoC") lead agency, to ensure consistency, fairness, and efficiency in housing referrals and service provision.
2. **Data Entry and Reporting Requirements**
   - 2.1. CONTRACTOR shall enter accurate, complete, and timely data into CARS within 3 business days of client assessment, referral, or service provision.
   - 2.2. CONTRACTOR shall ensure all program participants complete the required Release of Information form prior to data entry in accordance with the CoC's privacy policies.
   - 2.3. CONTRACTOR shall ensure client assessments are updated every 6 months or whenever there is a significant change to the client's situation for duration of their unsheltered and/or homeless status.
   - 2.4. CONTRACTOR shall contact inactive clients in the CARS program, reassess their participation, and either exit them from the program or assist in their continued enrollment based on the outcome of those contacts. The CONTRACTOR shall maintain records of these interactions in the client's profile in the HMIS.
3. **Privacy and Security Compliance**
   - 3.1. CONTRACTOR shall comply with all applicable privacy and confidentiality regulations, including but not limited to the CARS Privacy and Security Standards, HUD Confidentiality Standards, and the Health Insurance Portability and Accountability Act (HIPAA) if applicable.
   - 3.2. CONTRACTOR shall ensure all CARS users complete trainings as required by the CoC.
   - 3.3. CONTRACTOR shall implement appropriate security measures, including password protections, data encryption, and access controls, to prevent unauthorized access or data breaches.
4. **Non-Compliance and Remedies**
   - 4.1. Failure to comply with CES requirements may result in corrective actions, including but not limited to:
     - 4.1.1. Required remedial training; and

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4.1.2. Temporary suspension of CES access; and
4.1.3. Withholding of funding until compliance is achieved; and
4.1.4. Termination of this Agreement for repeated non-compliance.

4.2. CONTRACTOR shall work in good faith to resolve any CES-related deficiencies identified during audits or compliance reviews.

Docusign Envelope ID: 2A44490F-C21C-42BF-8D49-ADFA070B0849

HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS) REQUIREMENTS

This Exhibit L ("Exhibit") is hereby incorporated into and made part of the Agreement dated November 1, 2024 ("Agreement") by and between the County of Monterey and Step Up on Second Street, Inc. (“CONTRACTOR”). The purpose of this Exhibit is to establish mandatory requirements for the use of the Homeless Management Information System ("HMIS") in accordance with 24 CFR 578, AB 977, and local regulations.

1. **Purpose and Compliance**
   - **1.1.** CONTRACTOR shall utilize HMIS to collect, manage, and report client-level data and program performance for all homeless services funded under this Agreement.
   - **1.2.** CONTRACTOR shall comply with the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act, the U.S. Department of Housing and Urban Development (HUD) HMIS Data Standards, California State Assembly Bill 977, and all applicable federal, state, and local requirements.
   - **1.3.** CONTRACTOR shall adhere to the HMIS Policies and Procedures established by the Coalition of Homeless Services Providers, Monterey/San Benito Counties’ local Continuum of Care ("CoC") lead agency to ensure consistency, privacy, and security of client data.
   - **1.4.** CONTRACTOR shall dedicate at least one decision-making level staff person to participate in the CoC’s HMIS Oversight Committee to represent the agency.
2. **Data Entry and Reporting Requirements**
   - **2.1.** CONTRACTOR shall enter accurate, complete, and timely data into HMIS within 3 business days of client interactions or service provision.
   - **2.2.** CONTRACTOR shall ensure all program participants complete the required HMIS Release of Information prior to data entry in accordance with the CoC’s privacy policies.
   - **2.3.** CONTRACTOR shall participate in the annual sheltered point-in-time count and housing inventory count in accordance with the CoC’s policies and procedures.
   - **2.4.** CONTRACTOR shall maintain a minimum of a 99% data completeness record for transitional housing, permanent supportive housing, rapid re-housing and other permanent housing projects. Outreach projects are expected to collect at least 85% of the data elements required in HMIS.
   - **2.5.** CONTRACTOR shall partner with the CoC to resolve data collection errors identified in the annual Longitudinal Systems Analysis (LSA) in a timely fashion.
3. **Privacy and Security Compliance**
   - **3.1.** CONTRACTOR shall comply with all applicable privacy and confidentiality regulations, including but not limited to the HMIS Privacy and Security Standards, HUD Confidentiality Standards, and the Health Insurance Portability and Accountability Act (HIPAA) if applicable.

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3.2. CONTRACTOR shall ensure all HMIS users complete annual security and privacy training as required by the CoC.

3.3. CONTRACTOR shall implement appropriate security measures, including password protections, data encryption, and access controls, to prevent unauthorized access or data breaches.

4. HMIS User Access and Training

4.1. CONTRACTOR shall designate an HMIS Lead User responsible for managing user accounts, ensuring compliance, and serving as the primary contact for HMIS-related matters.

4.2. All HMIS users must complete initial and ongoing training as required by the CoC to maintain system access.

4.3. The Agency shall immediately notify the HMIS Administrator of any staff changes that affect system access and shall deactivate access for former employees within 3 business days.

5. Non-Compliance and Remedies

5.1. Failure to comply with HMIS requirements may result in corrective actions, including but not limited to:

5.1.1. Required remedial training;

5.1.2. Temporary suspension of HMIS access;

5.1.3. Withholding of funding until compliance is achieved;

5.1.4. Termination of this Agreement for repeated non-compliance.

5.2. The Agency shall work in good faith to resolve any HMIS-related deficiencies identified during audits or compliance reviews.

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Attachment A

Program Funding List

Agency	Bureau	Grant/Contract Title
California Department of Health Care Services	Administration	Medi-Cal Administration Activities (MAA)
California Department of Health Care Services	Administration	Targeted Case Management (TCM)
California Department of Health Care Services/Host County	Administration	Medi-Cal Participation Fee (MAA/TCM)
California Department of Public Health	Administration	Health Equity, Health in all Policies (CERI)
California Department of Public Health	Administration	California Pathways into Public Health (Pathways) Fellowship Program
California Department of Public Health	Administration	CASPHI: California Strengthening Public Health Initiative
City of Salinas	Administration	CalVIP Cohort 4 Evaluation
Transportation Agency of Monterey County	Administration	ATP 6 (ATP6ARDO & ATP6SANTON)
Transportation Agency of Monterey County	Administration	North Monterey County Safe Routes to School (NMCSRTS)
California Go-Biz	Administration	California Reinvestment Grant
The Board of State and Community Corrections	Behavioral Health	Proposition 47 Grant

Docusign Envelope ID: D93B9852-F94C-4FCE-B523-194AC7A8E189

Attachment A

Program Funding List

Agency	Bureau	Grant/Contract Title
California Department of Health Care Services	Behavioral Health	DMC-ODS Waiver Agreement/Substance Use Disorder Programs (SUD)/SABG Block Grant
California Department of Health Care Services	Behavioral Health	Managed Care/Mental Health Plan Agreement
California Department of Health Care Services	Behavioral Health	Performance Agreement: Mental Health Services Act (MHSA); Projects for Assistance in Transition from Homelessness (PATH); Community Mental Health Services Block Grant (MHBG); and Realignment Funds
California Department of Health Care Services/Behavioral Health Bridge Housing Program	Behavioral Health	Planning and implementation of bridge housing services for individuals experiencing homelessness who have serious behavioral health conditions (a serious mental illness and/or substance use disorder).
California Department of Health Care Services/Community Care Expansion Preservation Program	Behavioral Health	Provides operating and capital funding to help preserve and prevent the closure of board and care homes that serve BH clients.
California Mental Health Services Authority	Behavioral Health	Joint Exercise of Powers Agreement
California Mental Health Services Authority	Behavioral Health	State Hospital Program Participation Agreement
California State Department of Rehabilitation	Behavioral Health	County Behavioral Health Cooperative Agreement & associated Memoranda of Agreement between County & Interim, Inc.
California State Department of Rehabilitation	Behavioral Health	Interagency Cash Transfer Agreement
California Department of Social Services	Behavioral Health	Children’s Crisis Continuum Pilot Program

Attachment A

Program Funding List

Agency	Bureau	Grant/Contract Title
California State Department of State Hospitals	Behavioral Health	Participation Agreement and Purchase of State Hospital Beds
California State Department of State Hospitals/California Mental Health Services Authority (CalMHSA)	Behavioral Health	County Use of State Hospital Beds MOU
Central California Alliance for Health	Behavioral Health	Medi-Cal Capacity Grant
Central California Alliance for Health	Behavioral Health	Memorandum of Understanding with Monterey County Mental Health Plan
Tulare County Superintendent of Schools	Behavioral Health	Friday Night Live (FNL) Programs, FNL, Club Live (CL), Friday Night Live Kids (FNLK), and/or FNL Mentoring
California Health Facilities Financing Authority	Behavioral Health	Crisis Stabilization Unit and Crisis Residential Treatment Program
California Department of Health Care Services	Behavioral Health	Children and Youth Behavioral Health Initiative - Evidence-Based Practice Grant, Round 1
California Department of Health Care Services	Behavioral Health	Children and Youth Behavioral Health Initiative - Evidence-Based Practice Grant, Round 2
Behavioral Health Services Oversight and Accountability Commission	Behavioral Health	Mental Health Student Services Act Grant
California State University, Monterey Bay	Behavioral Health	Project REACH
Blue Shield of California Foundation	Clinic Services	Health Care Coverage/Safety Net/Mental Health/Payment Reform

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Attachment A

Program Funding List

Agency	Bureau	Grant/Contract Title
Blue Shield of California Foundation	Clinic Services	Spreading Solutions That Work, Community-Centered Care, Population Management and Innovation & Design Thinking Programs
California Department of Health Care Services	Clinic Services	Program enrollment and service Agreements for Every Woman Counts, Family PACT, Presumptive Eligibility
California Department of Public Health	Clinic Services	AIDS Drug Assistance Program (ADAP) and Pre-Exposure Prophylaxis Assistance Program (PrEP-AP)
California Department of Public Health	Clinic Services	The National Cardiovascular Health Program; including HeartBeatCA Program
California Department of Public Health	Clinic Services	Diabetes Prevention Programs
California Health Care Foundation/Center for Care Innovations	Clinic Services	Innovation & Technology Program; Population Health Program
Central California Alliance for Health	Clinic Services	Medi-Cal Capacity Grant Program
Central California Alliance for Health	Clinic Services	BHI Incentive Program
Central California Alliance for Health	Clinic Services	Allied Health Care Professional Services Agreement
Central California Alliance for Health	Clinic Services	Behavioral Health Care Professional Services Agreement
Central California Alliance for Health	Clinic Services	Workforce Support for Care Gap Closure Grants

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Attachment A

Program Funding List

Agency	Bureau	Grant/Contract Title
Central California Alliance for Health	Clinic Services	Primary and Specialty Referral Managed Care Services Agreement
Health Resources and Services Administration	Clinic Services	National Health Service Corps Loan Repayment, Nurse Corps Loan Repayment
Health Resources and Services Administration	Clinic Services	Health Center Program Grant
Health Resources and Services Administration	Clinic Services	Ryan White Grant
Health Resources and Services Administration	Clinic Services	Supplemental Funding Awards for Health Center Program Grant
Federal Communications Commission	Clinic Services	Coronavirus Grant Funding
Department of Healthcare Access and Information (HCAI)	Clinic Services	California State Loan Repayment Program, Health Professionals Education Foundation Scholarship and Loan Repayments
State of California Emergency Medical Services Agency	Emergency Medical Services	Maddy Fund
County of Monterey Board of Supervisors	Emergency Medical Services	CSA-74 (County Service Area 74)
California Department of Resources, Recycling and Recovery	Environmental Health	Waste Tire Enforcement Grant (and Resolution authorizing execution and submittal of documents)
California Department of Resources, Recycling and Recovery	Environmental Health	Used Oil Payment Program (and Resolution authorizing execution and submittal of documents)

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Attachment A

Program Funding List

Agency	Bureau	Grant/Contract Title
California Department of Resources, Recycling and Recovery	Environmental Health	SB 1383 Local Assistance Grant (and Resolution authorizing execution and submittal of documents)
California Department of Resources, Recycling and Recovery	Environmental Health	Local Enforcement Agency Grant ("LEA") program (and Resolution authorizing execution and submittal of documents)
California Department of Resource Recovery	Environmental Health	City/County Payment Program and Beverage Container Recycling Grant Program
California State Department of Fish and Wildlife	Environmental Health	Local Assistance Grant For Area Oil Spill Contingency Plan
California State Department of Fish and Wildlife	Environmental Health	Water Testing
California State Water Resources Control Board	Environmental Health	Emergency, Abandoned, Recalcitrant (EAR)
California State Water Resources Control Board (State Water Board)	Environmental Health	Public Beach Safety Grant Program
California State Water Resources Control Board (State Water Board)	Environmental Health	Waste Discharge Permit Fund (WDPF)
California Department of Health Care Services	Public Health	California Children’s Services Administration
California Department of Health Care Services	Public Health	California Children's Services, Medical Therapy Program
California Department of Health Care Services	Public Health	Health Care Program for Children in Foster Care

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Attachment A

Program Funding List

Agency	Bureau	Grant/Contract Title
California Department of Public Health	Public Health	Childhood Lead Poisoning Prevention Program
California Department of Public Health	Public Health	STD Local Assistance Funds: Core STD Program Management (1 and 2)
California Department of Public Health	Public Health	STD Local Assistance Funds: HCV
California Department of Public Health	Public Health	HCV Prevention and Collaboration Grant
California Department of Public Health	Public Health	HIV Care Program (X07) Ryan White HIV/AIDS Program
California Department of Public Health	Public Health	HIV Care Program (X08) Ryan White HIV/AIDS Program
California Department of Public Health	Public Health	HIV Prevention Program
California Department of Public Health	Public Health	HIV Prevention Supplemental Program
California Department of Public Health	Public Health	HIV Surveillance Program
California Department of Public Health	Public Health	California Enhanced HIV/AIDS Case Reporting System Data Use and Disclosure Agreement
California Department of Public Health	Public Health	Infectious Disease Prevention and Control Local Infrastructure Funds

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Attachment A

Program Funding List

Agency	Bureau	Grant/Contract Title
California Department of Public Health	Public Health	Immunization Assistance Program Grant
California Department of Public Health	Public Health	Maternal Child Adolescent and Health
California Department of Public Health	Public Health	California Home Visitation Program Expansion Grant
California Department of Public Health	Public Health	California Home Visitation Program Innovation Grant
California Department of Public Health	Public Health	Minority AIDS Initiative
California Department of Public Health	Public Health	Naloxone Distribution Grant Program
California Department of Public Health	Public Health	Naloxone Distribution Project Grant
California Department of Public Health	Public Health	Nutrition and Physical Activity Branch/CalFresh Healthy Living
California Department of Public Health	Public Health	Public Health Emergency Preparedness Grant
California Department of Public Health	Public Health	Hospital Preparedness Grant
California Department of Public Health	Public Health	Hospital Preparedness Programs Grant, Supplemental

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Attachment A

Program Funding List

Agency	Bureau	Grant/Contract Title
California Department of Public Health	Public Health	Pandemic Influenza Preparedness Grant
California Department of Public Health	Public Health	Epidemiology and Laboratory Capacity Grant
California Department of Public Health	Public Health	Epidemiology and Laboratory Capacity Grant - COVID19, Enhancing Detection
California Department of Public Health	Public Health	Epidemiology and Laboratory Capacity Grant - COVID19, Expansion
California Department of Public Health	Public Health	Tobacco Control
California Department of Public Health	Public Health	Local Oral Health Program
California Department of Public Health	Public Health	Tuberculosis Control Local Assistance Fund
California Department of Public Health	Public Health	Tuberculosis Control Special Needs Funds
California Department of Public Health	Public Health	Vital Records, fees
California Department of Public Health	Public Health	Women, Infants and Children (WIC) Supplemental Nutrition Program
California Department of Public Health	Public Health	CA PREP Adolescent Sexual Health, Information & Education Program

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Attachment A

Program Funding List

Agency	Bureau	Grant/Contract Title
California Department of Public Health	Public Health	Safe Schools for All Grant (SS4A-Grant)
California Department of Public Health	Public Health	Public Health Workforce Development Supplemental Funds
California Department of Public Health	Public Health	California Government Operations Agency (GovOps)
California Department of Public Health	Public Health	Disease Intervention Specialist Workforce Development Grant
California Department of Public Health	Public Health	California Pathways into Public Health (Cal-PPH) Initiative Fellowship/Intern Program
California Department of Public Health	Public Health	California Epidemiologic Investigation Service (Cal-EIS) Fellowship Program
California Department of Public Health	Public Health	COVID-19 Enhancing Detection Expansion Molecular Detection Supplemental Funds
California Department of Public Health	Public Health	California Healthy Brain Initiative State and Local Public Health Partnerships to Address Dementia
California Department of Public Health	Public Health	CalCONNECT Data Use and Disclosure Agreement
California Department of Public Health	Public Health	Tuberculosis Control - Uniting for Ukraine (U4U) funds
California Department of Public Health	Public Health	STD Prevention and Collaboration Grant

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Attachment A

Program Funding List

Agency	Bureau	Grant/Contract Title
California Department of Public Health	Public Health	Public Health Equity and Readiness Opportunity (HERO) initiative
California Department of Public Health	Public Health	Future of Public Health (FoPH)
California Department of Public Health	Public Health	Epidemiology and Laboratory Capacity (ELC) – Strengthening Healthcare Associated Infections and Antimicrobial Resistance Program (SHARP)
California Department of Public Health	Public Health	CalREDIE Systems Data Use and Disclosure Agreement
Central California Alliance for Health	Public Health	Medi-Cal Capacity Grant Programs
Central California Alliance for Health	Public Health	Health Allied Health Care Enhanced Care Management
Central California Alliance for Health	Public Health	CalAIM Incentive Payment Program
Central California Alliance for Health	Public Health	Medi-Cal Capacity Grant, Partners for Healthy Good Access Program (Artichoke Pizza)
Central California Alliance for Health	Public Health	Medi-Cal Capacity Grant, Equity Learning for Health Professionals
California Office of Traffic Safety	Public Health	Pedestrian and Bicycle Safety Program
California Department of Corrections and Rehabilitation (CDCR)	Public Health	Sexual Assualt Response Team (SART) Coordinator and Sexual Assault Forensic Examiners (SAFE) Services

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Attachment A

Program Funding List

Agency	Bureau	Grant/Contract Title
California Department of Corrections and Rehabilitation	Public Health	Well Water/Waste Water Analysis and Testing Services
California Department of Transportation	Public Health	Active Transportation Program (ATP)
California Office of Traffic Safety	Public Health	Child Passenger Safety Program
Centers for Disease Control & Prevention	Public Health	STRYVE/PREVAYL - Violence Prevention
California State Department of Fish and Wildlife	Public Health	Public Health Laboratory - Water Testing
The Bureau of State and Community corrections (BSCC)	Public Health	Control, Regulate and Tax Adult Use of Marijuana Act (AUMA)
California Government Operations Agency	Public Health	Special Financial Assistance Grant
Heluna Health on behalf of California Department of Public Health	Public Health	Epidemiology and Laboratory Capacity Grant - Public Health Laboratory Preparedness Supplemental Funds
Heluna Health on behalf of California Department of Public Health	Public Health	Epidemiology and Laboratory Capacity Grant - COVID19
Centers for Disease Control & Prevention	Public Health	Public Health Associate Program (PHAP)
The Board of State and Community Corrections (BSCC)	Public Health	Proposition 64 Public Health and Safety Grant Program

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Attachment A

Program Funding List

Agency	Bureau	Grant/Contract Title
Transportation Agency of Monterey County	Public Health	Active Transportation Program
Transportation Agency of Monterey County	Public Health	Safe Routes to School
California Office of Traffic Safety	Public Health	Driving High is a DUI- Cannabis Education/ Let's Be Blunt: Driving High is a DUI
Council of State and Territorial Epidemiologists (CSTE)	Public Health	CSTE Fellowship Program

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Monterey County
Board of Supervisors

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

Board Order

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Wendy Root Askew to:

Agreement No.: A-17338
Approve and authorize the Director of Health Services or designee to execute on behalf of the County of Monterey standard agreements, and any amendments thereto, for continued funding from public and private local, State, and Federal agencies for designated programs that do not require a County match, regardless of award amount; and to sign standard subcontractor agreements not to exceed $200,000 associated with continued funding agreements for designated programs. Programs and their associated agreements are identified in an "Attachment A- Program Funding List" to the Board Report.

PASSED AND ADOPTED on this 10th day of June 2025, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew and Daniels
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 10, 2025.

Dated: June 11, 2025
File ID: A 25-188
Agenda Item No.: 34

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

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

Docusign Envelope ID: D93B9852-F94C-4FCE-B523-194AC7A8E189

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

Agreement No: A – 11373

a. Approve the Monterey County Department of Health and Behavioral Health Division's participation in the California Counties' Mental Health Services Authority in order to jointly develop and fund mental health services and education programs as determined on a regional, statewide, or other basis;
b. Authorize the Director of Health to sign the Joint Exercise of Powers Agreement and designate the Behavioral Health Director to act as the representative of Monterey County in the California Counties' Mental Health Services Authority; and
c. Authorize the Director of Health to sign all future documents pertaining to the Agreement as may be required.

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

a. Approved the Monterey County Department of Health and Behavioral Health Division's participation in the California Counties' Mental Health Services Authority in order to jointly develop and fund mental health services and education programs as determined on a regional, statewide, or other basis;
b. Authorized the Director of Health to sign the Joint Exercise of Powers Agreement and designate the Behavioral Health Director to act as the representative of Monterey County in the California Counties' Mental Health Services Authority; and
c. Authorized the Director of Health to sign all future documents pertaining to the Agreement as may be required.

PASSED AND ADOPTED this 10th day of February, 2009, by the following vote, to wit:
AYES: Supervisors Armenta, Calcagno, Salinas, Parker, Potter
NOES: None
ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 74 for the meeting on February 10, 2009.

Dated: February 10, 2009

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

By _____
Deputy

Docusign Envelope ID: D93B9852-F94C-4FCE-B523-194AC7A8E189

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
PARTICIPATION AGREEMENT
PSYCHIATRIC INPATIENT CONCURRENT REVIEW PROGRAM

COVER SHEET

1. Monterey County ("Participant") desires to participate in the Program (identified in 2 below) offered by California Mental Health Services Authority ("CalMHSA") on the terms provided in this Participation Agreement ("Agreement"). Participant acknowledges that the Program also will be governed by CalMHSA's Joint Powers Agreement and its Bylaws. The following exhibits and attachment are attached and form part of this Agreement:
   - ☑ Exhibit A Program Description, Funding and Fees
   - ☑ Exhibit B General Terms and Conditions
   - ☑ Attachment BAA

2. **Program Name:** Psychiatric Inpatient Concurrent Review ("PICR") (the "Program").

3. **Program Description:** The Program is being administered by CalMHSA on behalf of Participants with the primary purpose of conducting concurrent review and authorization for all psychiatric inpatient hospital and psychiatric health facility services on behalf of participating California County Mental Health Plans ("MHPs").

4. **Term of Services:** This Agreement shall become effective upon final execution by both parties hereto and shall cover the period of July 1, 2025, through June 30, 2026.

5. **Service Fee**: The fees payable under this Agreement are set forth in Exhibit A marked "Program Description, Funding and Fees," Section III and IV, incorporated herein and made by reference a part hereof. Upon execution of this Agreement, Participant will be invoiced the fees at the end of each month which are payable within 30 days from the date of invoice.

6. **Maximum Funding:** The maximum funding amount payable under this Agreement shall not exceed $268,968.00 for the stated services during the term of the Agreement.

7. **Authorized Signatures:**

CalMHSA

DocuSigned by:
Signed: Dr. Amie Miller
82E9EFBAB7CC446...
Name (Printed): Dr. Amie Miller, Psy.D., MFT

Title: Executive Director
Date: 6/27/2025

Docusign Envelope ID: D93B9852-F94C-4FCE-B523-194AC7A8E189

Participant: Monterey County

Signed: DocuSigned by: Jennifer Forsyth 4E7E657875454AE... Name (Printed): Jennifer Forsyth

Title: Auditor-Controller Date: 6/26/2025 | 9:28 AM PDT

Signed: DocuSigned by: C7A30BA59CA8423... Name (Printed): Elsa Jimenez

Title: Director of Health Services Date: 6/26/2025 | 9:35 AM PDT

Approved as to form:

Signed: DocuSigned by: Kevin Serrano CF464EA4829E4B5... Name (Printed): Kevin Serrano

Title: County Counsel – County of Montery Date: 6/24/2025 | 10:53 AM PDT

Docusign Envelope ID: D93B9852-F94C-4FCE-B523-194AC7A8E189

Participation Agreement
EXHIBIT A – PROGRAM DESCRIPTION, FUNDING AND FEES

I. Name of Program: Psychiatric Inpatient Concurrent Review ("PICR")

II. Program Overview:

Objective

CalMHSA shall administer this Program to assist participating counties in conducting concurrent review and authorization for all psychiatric inpatient hospital and psychiatric health facility services on behalf of participating California County Mental Health Plans ("MHPs").

Per the Department of Health Care Services ("DHCS") Behavioral Health Information Notices (BHIN) 19-026 and BHIN 22-017, MHPs are required to conduct concurrent review and authorization for all psychiatric inpatient hospital services and psychiatric health facility services. These BHINs outline policy changes implemented to ensure an MHPs' compliance with the Parity in Mental Health and Substance Use Disorder Services Final Rule (Parity Rule; Title 42 of the CFR, part 438.910).

By utilizing a technology-assisted concurrent review process, a consistent and efficient review process will support MHP compliance with BHINs 19-026 and 22-017 (or any additional or superseding BHIN), and the Parity in Mental Health and Substance Use Disorder Services Final Rule (Parity Rule; Tittle 42 of the CFR, part 438.910).

Services

CalMHSA has entered into a services contract ("Service Agreement") with Acentra Health (formerly known as Kepro/Keystone Peer Review Organization, Inc. ("Contractor")) to provide participating counties a web-enabled utilization review platform and clinical services to carry out psychiatric inpatient concurrent review and authorization services on behalf of multiple California County MHPs.

CalMHSA shall work closely with Contractor to coordinate implementation and onboarding of participating counties. Participants shall submit their Monthly MEDS Extract File ("MMEF") to Contractor via secure transfer utilizing Dropbox or a successor application, as determined by CalMHSA. For Participants utilizing the SmartCare electronic health record, Participant authorizes CalMHSA to import Participant's MMEF data from Participant's CalMHSA SmartCare instance, or any other data sources as otherwise agreed upon between CalMHSA and Participant, directly to Dropbox.

MHPs delegating concurrent review and authorization services to Contractor will range in size from small/rural to large counties and will be located throughout California. Although the review and authorization requirements are uniform, the communication needs of the participating counties or inpatient psychiatric hospitals where county beneficiaries are hospitalized may vary.

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III. Service Fee:

Participant agrees to pay the following Service Fee for each completed Treatment Authorization Request ("TAR") conducted on behalf of Participant:

Table A.

Applicable Period	Service Fee Per Review
07/01/2025 – 06/30/2026	$168

Notes:

1. Service Fee refers to the cost to complete each TAR and is inclusive of all costs and fees. Participant will be invoiced at the end of each month based on Participants' actual utilization of the services according to the rate set forth in Table A above for each TAR completed.

IV. Program Funding

Maximum program funding under this Agreement shall not exceed the Not to Exceed ("NTE") amount set forth below for all the stated services during the term of the Agreement:

Table B.

Applicable Period	Not to Exceed ("NTE")
07/01/2025 – 06/30/2026	$268,968.00

Notes:

The NTE is determined based on the county's highest annual utilization over the past three fiscal years, with an additional 25% allowance to accommodate potential increases in utilization over the term of this Agreement.

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Participation Agreement
EXHIBIT B – GENERAL TERMS AND CONDITIONS

I. Definitions

The following words, as used throughout this Participation Agreement, shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

A. CalMHSA – California Mental Health Services Authority, a Joint Powers Authority (JPA) created by counties in 2009 at the instigation of the California Mental Health Directors Association (now the California Behavioral Health Directors Association) to jointly develop and fund mental health services and education programs.

B. Department of Health Care Services (DHCS) – A department within the California Health and Human Services Agency that finances and administers a number of individual health care service programs, including Medi-Cal.

C. Member – A County (or JPA of two or more Counties) that has joined CalMHSA and executed the CalMHSA Joint Powers Agreement.

D. Participant – Any County participating in the Program either as member of CalMHSA or under a Memorandum of Understanding with CalMHSA.

E. Program – The program identified in the Cover Sheet.

II. Responsibilities

A. Responsibilities of CalMHSA:

1. Act as the fiscal and administrative agent for the Program.
2. Invoice and collect funds from Participant for the Program.
3. Manage funds received through the Program, consistent with the requirements of any applicable laws, regulations, guidelines and/or contractual obligations.
4. Upon request, provide regular fiscal reports to Participant and/or other public agencies with a right to such reports.
5. Upon request, provide utilization reports to Participant and, as applicable, guide Participant to access such reports through the Atrezzo platform.
6. Comply with CalMHSA's Joint Powers Agreement and Bylaws.
7. Work closely with the Contractor to coordinate on implementation and onboarding of participating MHPs.
8. Monitor and administer the Services Agreement on behalf of Participants.

B. Responsibilities of Participant:

1. Timely transfer of the funding amount for the Program as described in section V Fiscal Provisions.
2. Provide CalMHSA and any other parties deemed necessary with requested information and assistance in order to fulfill the purpose of the Program.

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3. Participant is responsible for tracking its own utilization and must request a contract maximum if needed.
4. Any changes to the funding restrictions set out in the cover page will be communicated to CalMHSA within 30 days of any such changes made to Participant.
5. Provide feedback on Program performance, which shall include completing an Annual MHP Survey.
6. Comply with applicable laws, regulations, guidelines, contractual agreements, JPAs, and bylaws.

III. Duration, Term and Amendment

A. This Agreement shall become effective upon final execution by both parties hereto and shall cover the period from July 1, 2025, and continue through June 30, 2026, unless earlier terminated or extended as provided below.

B. This Agreement may be supplemented, amended, or modified only by the mutual agreement of CalMHSA and the Participant, expressed in writing and signed by authorized representatives of both parties.

IV. Withdrawal, Cancellation, and Termination

A. Participant may withdraw from the Program and terminate this Agreement upon six (6) months' written notice. Notice shall be deemed served on the date of mailing.

B. The withdrawal of a Participant from the Program shall not automatically terminate its responsibility for its share of the expense and liabilities of the Program. The contributions of current and past Participants are chargeable for their respective share of unavoidable expenses and liabilities arising during the period of their participation.

C. CalMHSA may terminate, cancel or limit the Program due to unforeseen circumstances, lack of County participation, government restrictions, inability to provide the Program due to vendor, lack of funding, force majeure or other issues.

D. If applicable, upon cancellation, termination, or other conclusion of the Program, any funds remaining undisbursed after CalMHSA satisfies all obligations arising under the Program shall be returned to Participant. However, funds used to pay for completed deliverables, services rendered, upfront fees to create the Program, or fees for portal/platform ongoing services etc. are not subject to such reversion subject to applicable laws. Unused funds that were paid for a joint effort will be returned pro rata to Participant in proportion to payments made. Adjustments may be made if disproportionate benefit was conveyed to a particular Participant. Excess funds at the conclusion of county-specific efforts will be returned to the particular County that paid them per the Program.

V. Fiscal Provisions

A. Funding amount shall not exceed the amount stated in Exhibit A. Section IV. "Program Funding".

B. Payment Terms

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1. The fees payable by Participant under this Agreement are set forth in Exhibit A. Section III "Service Fee".
2. Participant will be invoiced monthly by CalMHSA, and Participant will issue payment amount within thirty (30) days of invoicing.
3. Each monthly invoice shall be based on the total number of Treatment Authorization Requests ("TARs") completed during that month.
4. The Participant's per TAR fee shall accrue from the actual utilization commencement date of Participant. The Participant shall not be invoiced until the client is discharged and a fully processed Treatment Authorization Request ("TAR") is completed.

C. In a Multi-County Program, Participants will share the costs of planning, administration, and evaluation in the same proportions as their overall contributions, which are included in the amount stated in Exhibit A, Program Description and Fees.

VI. Uptime and Support

A. Contractor's help desk is available Monday through Friday, 8:00 a.m. to 5:00 p.m. PST. For any support questions please email: CAReviews@Acentra.com.

B. The platform services may occasionally be temporarily unavailable due to maintenance or factors beyond the Contractor's control. The Contractor will make every effort to minimize downtime and will provide timely communication regarding any disruptions.

VII. Indemnification. To the fullest extent permitted by law, each party shall hold harmless, defend and indemnify the other party, including its governing board, employees and agents from and against any and all claims, losses, damages, liabilities, disallowances, recoupments, and expenses, including but not limited to reasonable attorney's fees, arising out of or resulting from the indemnifying party's negligence or willful conduct in the performance of its obligations under this Agreement, including the performance of the other's subcontractors, except that each party shall have no obligation to indemnify the other for damages to the extent resulting from the negligence or willful misconduct of any indemnitee. Each party may participate in the defense of any such claim without relieving the other of any obligation hereunder.

VIII. No Responsibility for Mental Health Services. CalMHSA is not undertaking responsibility for assessments, creation of case or treatment plans, providing or arranging services, and/or selecting, contracting with, or supervising providers (collectively, "mental health services"). Participant will defend and indemnify CalMHSA for any claim, demand, disallowance, suit, or damages arising from Participant's acts or omissions in connection with the provision of mental health services pursuant to this Agreement.

IX. Notice. All notices under this Participation Agreement shall be provided by personal delivery, nationally recognized courier service or mailed by U.S. registered or certified mail, return receipt requested, postage prepaid; AND by email. All notices shall be provided to the respective party at

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the addresses and email addresses set forth below and shall be deemed received upon the relevant party's receipt.

Either party may change its designee for notice by giving notice of the same and their relevant address information.

If to CalMHSA:

Name: Brandon Connors | Position: Legal Counsel & Privacy Officer
Address: 1610 Arden Way, Suite 175 Sacramento, CA 95815 | Telephone: (888) 210-2515
Email: brandon.connors@calmhsa.org
CC Email to Name: Randall Keen, Manatt | Email: RKeen@manatt.com

If to Participant:

Name: __Melanie Rhodes_____ | Position: Director of Mental Health
Address: _1270 Natividad Rd., Salinas CA 939-06_____ | Telephone: ___831-796-1742____
Email: _ rhodesm@countyofmonterey.gov_____
CC Email to Name: Lindsey O'Leary_____ | Email: olearylm@countyofmonterey.gov

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**BUSINESS ASSOCIATE AGREEMENT
UNDER THE HEALTH INSURANCE PORTABILITY
AND ACCOUNTABILITY ACT OF 1996 (HIPAA)**

Monterey County ("County"), a member of the California Mental Health Services Authority ("CalMHSA") Joint Powers Authority ("JPA"), is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

Pursuant to the JPA Agreement, CalMHSA, hereinafter referred to as "Contractor", performs or provides functions, activities or services to County that require Contractor to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules and California Confidentiality Laws in order to provide such functions, activities or services. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place. In addition, the California Department of Health Care Services ("DHCS") requires County and Contractor to include certain protections for the privacy and security of personal information ("PI"), sensitive information, and confidential information (collectively, "PSCI"), personally identifiable information ("PII") not subject to HIPAA ("DHCS Requirements").

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information, PSCI, and PII disclosed to or used by Contractor in compliance with the HIPAA Rules and DHCS Requirements.

Therefore, the parties agree as follows:

1. DEFINITIONS

1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402, however, the term "Breach" as used in this BAA shall also mean the unlawful or unauthorized access to, Use or Disclosure of a patient's "medical information" as defined under Cal. Civil Code § 56.05(j), for which notification is required pursuant to Cal. Health & Safety Code 1280.15, or a "breach of the security of the system" under Cal. Civil Code § 1798.29.

1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.

1.3 "California Confidentiality Laws" means the applicable laws of the State of California governing the confidentiality, privacy, or security of PHI or other personally identifiable information ("PII"), including, but not limited to, the California Confidentiality of Medical Information Act

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(Cal. Civil Code § 56 et seq.), the patient access law (Cal. Health & Safety Code § 123100 et seq.), the HIV test result confidentiality law (Cal. Health & Safety Code § 120975 et seq.), the Lanterman-Petris-Short Act (Cal. Welf. & Inst. Code § 5328 et seq.), and California's data breach law (Cal. Civil Code § 1798.29).

1.4 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.

1.5 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.

1.6 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.

1.7 "Designated Record Set" has the same meaning as the term "designated record set" at 45

1.8 C.F.R. § 164.501."Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)

1.9 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)

1.10 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.

1.11 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

1.12 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.

1.13 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).

1.14 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.

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1.15 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 162.502(b).

1.16 “Protected Health Information” has the same meaning as the term “protected health information” at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) 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; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. “Protected Health Information” includes Electronic Protected Health Information.

1.17 “Required by Law” " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.

1.18 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103

1.19 "Security Incident” has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.

1.20 "Services” means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

1.21 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.

1.22 "Unsecured Protected Health Information" has the same meaning as the term “unsecured protected health information" at 45 C.F.R. § 164.402.

1.23 “Use” or “Uses” means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate’s internal operations. (See 45 C.F.R § 164.103.)

1.24 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services on or behalf of Covered Entity, and/or as necessary to comply with the obligations of this Business Associate Agreement, provided that such Use and Disclosure would not violate the Privacy or Security Rules, this BAA, or California Confidentiality Laws if done by Covered Entity;

2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services and Covered Entity has authorized de-identification in writing;

2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.

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2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.

2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities as permitted by 45 C.F.R. Section 164.504(e)(4)(i);

2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, as permitted under 45 C.F.R. Section 164.504(e)(4)(ii), provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services and as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.

3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164, or the California Confidentiality Laws if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.

3.3 Business Associate shall not Use or Disclose Protected Health Information for de- identification of the information except as set forth in section 2.2.

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.

4.2 Business Associate shall comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

5. REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION

5.1 Business Associate shall report in writing to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach or suspected Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.

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5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.

5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.

5.1.3 Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.

5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.

5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **County number** 831-755-4018 **that** minimally includes:

(a) A brief description of what happened, including the date of the non- permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;

(b) The number of Individuals whose Protected Health Information is involved;

(c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);

(d) The name and contact information for a person highly knowledge of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.2 Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **Chief Privacy Officer at: Privacy Officer Name:** Shibaanee Sumeshwar
County, Department: Monterey County Health Department
Address 1270 Natividad Rd., Salinas CA 93906
Email sumeshwwarsd@co.monterey.ca.us

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that includes, to the extent possible:

(a) A brief description of what happened, including the date of the non- permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;

(b) The number of Individuals whose Protected Health Information is involved;

(c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);

(d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;

(e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;

(f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;

(g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and

(h) The name and contact information for a person highly knowledge of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.

5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.

5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.

5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

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6. WRITTEN ASSURANCES OF SUBCONTRACTORS

6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.

6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.

6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify CalMHSA.

6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.

6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.

6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.

6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. ACCESS TO PROTECTED HEALTH INFORMATION

7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524 or the California Confidentiality Laws.

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7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.

7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

8. AMENDMENT OF PROTECTED HEALTH INFORMATION

8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.

8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 shall include:

(a) The date of the Disclosure;

(b) The name, and address if known, of the entity or person who received the Protected Health Information;

(c) A brief description of the Protected Health Information Disclosed; and

(d) A brief statement of the purpose of the Disclosure.

9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.

9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of

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disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528

9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

10. COMPLIANCE WITH APPLICABLE FEDERAL AND STATE PRIVACY AND SECURITY RULES

10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).

10.2 Business Associate shall comply with all HIPAA Rules and California Confidentiality Laws applicable to Business Associate in the performance of Services.

11. AVAILABILITY OF RECORDS

11.1 Business Associate shall make its internal practices, books, agreements, policies, procedures and records relating to the Use and Disclosure of Protected Health Information received from, or created, maintained, transmitted or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.

11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request. The fact that Covered Entity has the right to inspect, inspects, or fails to inspect Business Associate's internal practices, records, books, agreements, policies and procedures does not relieve Business Associate of its responsibility to comply with this BAA, regardless of whether Covered Entity detects or fails to detect a violation by Business Associate, nor does it constitute Covered Entity's acceptance of such practices or waiver of Covered Entity's rights under this BAA.

12. MITIGATION OF HARMFUL EFFECTS

12.1 In consultation with Covered Entity, Business Associate shall promptly mitigate, to the extent practicable, any harmful effect of improper access, acquisition, Use or Disclosure of Protected Health Information, Security Incident or Breach by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

13. BREACH NOTIFICATION TO INDIVIDUALS

13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404. Covered Entity shall have final approval over the timing and method of providing notification of such Breach to the affected individual(s), the appropriate government agencies, and other persons required by law to be notified. Business Associate shall assist with any notifications, as requested by Covered Entity. Business Associate shall take prompt corrective action, including any action required by applicable State or federal laws and regulations relating to

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such Security Incident or non-permitted access, acquisition, Use, or Disclosure. Business Associate shall reimburse Covered Entity for its reasonable costs and expenses incurred in providing notification to affected individuals, appropriate government agencies, and any other persons required by law to be notified (e.g., without limitation, the media or consumer reporting agencies), including, but not limited to, any administrative costs associated with providing notice, printing and mailing costs, any public relations costs or attorney fees necessarily incurred, and costs of mitigating the harm (which may include the costs of obtaining up to one (1) year of credit monitoring services and identity theft insurance) for affected individuals whose PHI or other PII has or may have been compromised as a result of the Breach;

13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.

13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:

(a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;

(b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

(c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;

(d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and

(e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.

14. DHCS REQUIREMENTS.

14.1 Business Associate and Covered Entity shall comply with the DHCS Requirements provided on **Exhibit A** and **Exhibit B** to this Business Associate Agreement with regard to DHCS PSCI and PII received from Covered Entity. To the extent that any provisions of the DHCS Requirements in Exhibit A or Exhibit B conflict with other provisions of this Business Associate Agreement, the more restrictive requirement shall apply with regard to DHCS PSCI or PII received from Covered Entity.

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15. INDEMNIFICATION & INSURANCE

15.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, loss, injury, cost, expense, penalty, or damage, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's and/or its agents, members, employees, or Subcontractors' acts and/or omissions arising from and/or relating to this Business Associate Agreement or California Confidentiality Law, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.

15.2 Section 15.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

15.3 Insurance: In addition to any general and/or professional liability insurance required of Business Associate under the Services Agreement, Business Associate agrees to obtain and maintain, at its sole expense, liability insurance on an occurrence basis, covering any and all claims, liabilities, demands, damages, losses, costs expenses, fines, and compliance costs arising from a breach of the obligations of Business Associate, its officers, employees, agents and Subcontractors under this BAA. Without limiting the foregoing, at a minimum, Business Associate's required insurance under this Section shall include cyber liability insurance covering breach notification expenses, network security and privacy liability, with limits of not less than $10,000,000 per claim and in the aggregate. Such insurance coverage will be maintained for the term of this BAA, and a copy of such policy or a certificate evidencing the policy shall be provided to Covered Entity at Covered Entity's request.

16. OBLIGATIONS OF COVERED ENTITY

16.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.

16.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 or the California Confidentiality Laws if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

17. TERM

17.1Unless sooner terminated as set forth in Section 18, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Participation Agreement, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate. Such term shall apply to all such agreements entered into from time to time between the parties for the purpose of providing Services pursuant to the JPA.The terms and requirements of this BAA shall continue in effect until all of the PHI provided by Covered Entity

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to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or if it is infeasible to return or destroy PHI, protections are extended to such PHI, in accordance with the termination provisions in Section 17.2. Certain provisions and requirements of this BAA shall survive its expiration or other termination.

17.2 Notwithstanding Section 17.1, Business Associate's obligations under Sections 11, 15, and 19 shall survive the termination or expiration of this Business Associate Agreement.

17.3 Automatic Termination. This BAA shall automatically terminate without any further action of the Parties upon the termination or expiration of all Services Agreements between Covered Entity and Business Associate that would necessitate having this BAA in place.

17.4 Effect of Termination: Upon termination or expiration of this BAA for any reason, Business Associate shall return or destroy all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(J) if, and to the extent that, it is feasible to do so. Prior to returning or destroying the PHI, Business Associate shall recover any PHI in the possession of its Subcontractors. Business Associate shall certify in writing that all PHI has been returned or securely destroyed, and no copies retained, upon Covered Entity's request. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall notify Covered Entity in writing of the condition that makes return or destruction infeasible. If Covered Entity agrees that return or destruction of the PHI is infeasible, as determined in its sole discretion, Business Associate shall: (i) retain only that PHI which is infeasible to return or destroy; (ii) return to Covered Entity the remaining PHI that the Business Associate maintains in any form; (iii) continue to extend the protections of this BAA to the PHI for as long as Business Associate retains PHI; (iv) limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction of the PHI not feasible and subject to the same conditions as set out in Sections 2, 4, and 5 above, which applied prior to termination; and (v) return to Covered Entity the PHI retained by Business Associate when such return is no longer infeasible.

17.5

18. TERMINATION FOR CAUSE

18.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Participation Agreement, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non- breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.

18.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Participation Agreement, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

19. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

19.1 Except as provided in Section 19.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered

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entity, shall destroy as provided for in Section 19.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.

19.2 Destruction for purposes of Section 19.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.

19.3 Notwithstanding Section 19.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.

19.3.1 To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall notify Covered Entity in writing of the condition that makes return or destruction infeasible.

19.3.2 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.

19.3.3 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.

19.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 19.2.

20. AUDIT, INSPECTION, AND EXAMINATION

20.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in section 18.

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20.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.

20.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.

20.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 20.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.

20.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20.6 Section 20.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Participation Agreement, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

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21. MISCELLANEOUS PROVISIONS

21.1 No Offshore Work. In performing the Services for, or on behalf of, Covered Entity, Business Associate shall not, and shall not permit any of its Subcontractors, to transmit or make available any PHI to any entity or individual outside the United States without the prior written consent of Covered Entity.

21.2 Choice of Law; Interpretation. This BAA shall be governed by the laws of the State of California. Any ambiguities in this BAA shall be resolved in a manner that allows Covered Entity and Business Associate to comply with HIPAA and the California Confidentiality Laws.

21.3 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.

21.4 Federal and State Requirements. The Parties agree that the provisions under HIPAA Rules and the California Confidentiality Laws that are required by law to be incorporated into this Business Associate Agreement are hereby incorporated into this Agreement.

21.5 No Third-Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

21.6 Notices: Notices. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or via facsimile or email to the facsimile telephone numbers or email addresses listed below.

If to Business Associate, to:

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY (CalMHSA)
Attn: Privacy/Security Officer
1610 Arden Way, Suite 175
Sacramento, CA 95815
Phone: (279) 202-7260
Email: brandon.connors@calmhsa.org

If to Covered Entity, to:

County of Monterey Health Department Attn: Compliance/Privacy Officer 1270 Natividad Road
Salinas, CA 93906
Phone: (831) 755-4018
Fax: (831) 755-4797
Email: sumeshwarsd@co.monterey.ca.us

21.7 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in

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accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

21.8 Counterparts; Facsimiles. This BAA may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile and electronic copies hereof shall be deemed to be originals.

21.9 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

21.10 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules and the California Confidentiality Laws.

21.11 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information, including the California Confidentiality Laws.

This Business Associates Agreement applies to all Participation Agreements between the County and CalMHSA.

AUTHORIZED SIGNORS:

MONTEREY COUNTY

Signed: DocuSigned by: C7A30BA59CA8423... Name (Printed): Elsa Jimenez

Title: Director of Health Date: 6/24/2022 | 10:07 AM PDT

Address: 1270 Natividad Road, Salinas, CA 93906

Phone: 831-755-4526 Email: Jimenezem@co.monterey.ca.us

Signed: _____ Name (Printed): _____

Title: _____ Date: _____

CONTRACTOR: CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY (CalMHSA)

Signed: DocuSigned by: Amie Miller 51893FC8972F49C... Name (Printed): Amie Miller, Psy.D., MFT

Title: Executive Director Date: 6/24/2022 | 1:47 PM PDT

Address: 1610 Arden Way, Suite 175, Sacramento, CA 95815 Phone: (279) 234-0700

Email: amie.miller@calmhsa.org

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Exhibit A
DHCS Information Confidentiality And Security Requirements

1. **Definitions**. For purposes of this Exhibit, the following definitions shall apply:

    a. **Public Information**: Information that is not exempt from disclosure under the provisions of the California Public Records Act (Government Code sections 6250-6265) or other applicable state or federal laws.

    b. **Confidential Information**: Information that is exempt from disclosure under the provisions of the California Public Records Act (Government Code sections 6250-6265) or other applicable state or federal laws.

    c. **Sensitive Information**: Information that requires special precautions to protect from unauthorized use, access, disclosure, modification, loss, or deletion. Sensitive Information may be either Public Information or Confidential Information. It is information that requires a higher than normal assurance of accuracy and completeness. Thus, the key factor for Sensitive Information is that of integrity. Typically, Sensitive Information includes records of agency financial transactions and regulatory actions.

    d. **Personal Information**: Information that identifies or describes an individual, including, but not limited to, their name, social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history. It is DHCS' policy to consider all information about individuals private unless such information is determined to be a public record. This information must be protected from inappropriate access, use, or disclosure and must be made accessible to data subjects upon request. Personal Information includes the following:

    Notice-triggering Personal Information: Specific items of personal information (name plus Social Security number, driver license/California identification card number, or financial account number) that may trigger a requirement to notify individuals if it is acquired by an unauthorized person. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph. See Civil Code sections 1798.29 and 1798.82.

2. **Nondisclosure**. Business Associate and its employees, agents, or subcontractors shall protect from unauthorized disclosure any PSCI.

3. Business Associate and its employees, agents, or subcontractors shall not use any PSCI for any purpose other than carrying out the Business Associate 's obligations under the JPA Agreement.

4. Business Associate and its employees, agents, or subcontractors shall promptly transmit to Covered Entity's Chief Privacy Officer all requests for disclosure of any PSCI not emanating from the person who is the subject of PSCI.

5. Business Associate shall not disclose, except as otherwise specifically permitted by JPA Agreement or authorized by the person who is the subject of PSCI, any PSCI to anyone other than DHCS or Covered Entity without prior written authorization from the Covered Entity Chief Privacy Officer, except if

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disclosure is required by State or Federal law.

6. Business Associate shall observe the following requirements:

   a. **Safeguards**. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PSCI, including electronic PSCI that it creates, receives, maintains, uses, or transmits on behalf of Covered Entity. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of Business Associate's operations and the nature and scope of its activities, Including at a minimum the following safeguards:

      i. Personnel Controls

      1. ***Employee Training***. All workforce members who assist in the performance of functions or activities on behalf of Covered Entity, or access or disclose Covered Entity PSCI, must complete information privacy and security training, at least annually, at Business Associate's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following contract termination.

      2. ***Employee Discipline***. Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.

      3. ***Confidentiality Statement***. All persons that will be working with DHCS PHI or PI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to DHCS PHI or Pl. The statement must be renewed annually. Business Associate shall retain each person's written confidentiality statement for Covered Entity or DHCS inspection for a period of six (6) years following contract termination.

      4. ***Background Check***. Before a member of the workforce may access DHCS PHI or PI, a thorough background check of that worker must be conducted, with evaluation of the results to assure that there is no indication that the worker may present a risk to the security or integrity of confidential data or a risk for theft or misuse of confidential data. Business Associate shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

      ii. Technical Security Controls

      1. ***Workstation/Laptop encryption***. All workstations and laptops that process and/or store DHCS PHI or PI must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the DHCS Information Security Office.

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2. ***Server Security***. Servers containing unencrypted DHCS PHI or PI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

3. ***Minimum Necessary***. Only the minimum necessary amount of DHCS PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.

4. ***Removable media devices***. All electronic files that contain DHCS PHI or PI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smartphones, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.

5. ***Antivirus software***. All workstations, laptops and other systems that process and/or store DHCS PHI or PI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.

6. ***Patch Management***. All workstations, laptops and other systems that process and/or store DHCS PHI or PI must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.

7. ***User IDs and Password Controls***. All users must be issued a unique user name for accessing DHCS PHI or Pl. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within 24 hours. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:

    - Upper case letters (A-Z)
    - Lower case letters (a-z)
    - Arabic numerals (0-9)
    - Non-alphanumeric characters (punctuation symbols)

8. ***Data Destruction***. When no longer needed, all DHCS PHI or PI must be cleared, purged, or destroyed consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization such that the PHI or PI cannot be retrieved.

9. ***System Timeout***. The system providing access to DHCS PHI or PI must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.

10. ***Warning Banners***. All systems providing access to DHCS PHI or PI must display

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a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.

11. ***System Logging***. The system must maintain an automated audit trail which can identify the user or system process which initiates a request for DHCS PHI or PI, or which alters DHCS PHI or PI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If DHCS PHI or PI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.

12. **Access Controls**. The system providing access to DHCS PHI or PI must use role based access controls for all user authentications, enforcing the principle of least privilege.

13. ***Transmission encryption***. All data transmissions of DHCS PHI or PI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing PHI can be encrypted. This requirement pertains to any type of PHI or PI in motion such as website access, file transfer, and E-Mail.

14. ***Intrusion Detection***. All systems involved in accessing, holding, transporting, and protecting DHCS PHI or PI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

iii. Audit Controls

1. ***System Security Review***. All systems processing and/or storing DHCS PHI or PI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.

2. ***Log Reviews***. All systems processing and/or storing DHCS PHI or PI must have a routine procedure in place to review system logs for unauthorized access.

3. ***Change Control***. All systems processing and/or storing DHCS PHI or PI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

iv. Business Continuity I Disaster Recovery Controls

1. ***Emergency Mode Operation Plan***. Business Associate must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic DHCS PHI or PI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.

2. ***Data Backup Plan***. Business Associate must have established documented procedures to backup DHCS PHI to maintain retrievable exact copies of DHCS

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PHI or Pl. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore DHCS PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DHCS data.

v. Paper Document Controls

1. ***Supervision of Data***. DHCS PSI or PI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. DHCS PHI or PI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

2. ***Escorting Visitors***. Visitors to areas where DHCS PHI or PI is contained shall be escorted and DHCS PHI or PI shall be kept out of sight while visitors are in the area.

3. ***Confidential Destruction***. DHCS PHI or PI must be disposed of through confidential means, such as cross cut shredding and pulverizing.

4. ***Removal of Data***. DHCS PHI or PI must not be removed from the premises of the Business Associate except with express written permission of DHCS.

5. ***Faxing***. Faxes containing DHCS PHI or PI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.

6. ***Mailing***. Mailings of DHCS PHI or PI shall be sealed and secured from damage or inappropriate viewing of PHI or PI to the extent possible. Mailings which include 500 or more individually identifiable records of DHCS PHI or PI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of DHCS to use another method is obtained.

b. ***Security Officer***. Business Associate shall, to the extent it has not already done so, designate a Security Officer to oversee its data security program who will be responsible for carrying out its privacy and security programs and for communicating on security matters with Covered Entity and DHCS.

Discovery and Notification of Breach. Notice to Covered Entity:

i. To notify Covered Entity and DHCS **immediately** upon the discovery of a suspected security incident that involves data provided to Covered Entity by DHCS from the Social Security Administration. This notification will be by **telephone call plus email or fax** upon the discovery of the breach. (2) To notify Covered Entity **within 24 hours by email or fax** of the discovery of unsecured PHI or PI in electronic media or in any other media if the PHI or PI was, or is reasonably believed to have been, accessed or acquired by an unauthorized person, any suspected security incident, intrusion or unauthorized access, use or disclosure of PHI or PI in violation of the JPA and this Exhibit, or potential loss of confidential data affecting the JPA. A breach shall be treated as discovered by Business

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Associate as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of Business Associate.

ii. Notice shall be provided to the Covered Entity Chief Privacy Officer, the DHCS Privacy Officer and the DHCS Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves data provided to Covered Entity by DHCS from the Social Security Administration, notice shall be provided by calling the DHCS EITS Service Desk. Notice shall be made using the "DHCS Privacy Incident Report" form, including all information known at the time. The Business Associate shall use the most current version of this form, which is posted on the DHCS Privacy Office website (www.dhcs.ca.gov, then select "Privacy" in the left column and then "Business Use" near the middle of the page) or use this link: htto://www.dhcs.ca.00v/formsandoubs/laws/priv/Pacies/DHCSBusinessAssociatesOnlv.asox

c. Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PHI or PI, Business Associate shall take:

i. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment and

ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

d. ***Investigation of Breach***. Business Associate shall immediately investigate such security incident, breach, or unauthorized use or disclosure of PSCI. If the initial report did not include all of the requested information marked with an asterisk, then within seventy-two (72) hours of the discovery, Business Associate shall submit an updated "DHCS Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the Covered Entity Chief Privacy Officer, the DHCS Privacy Officer, and the DHCS Information Security Officer:

e. ***Written Report***. Business Associate shall provide a written report of the investigation to the Covered Entity Chief Privacy Officer, the DHCS Privacy Officer, and the DHCS Information Security Officer, if all of the required information was not included in the DHCS Privacy Incident Report, within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.

f. ***Notification of Individuals***. Business Associate shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach. The Covered Entity Chief Privacy Officer, the DHCS Privacy Officer, and the DHCS Information Security Officer shall approve the time, manner and content of any such notifications.

7. **Effect on lower tier transactions**. The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, regardless of whether they are for the acquisition of services, goods, or commodities. Business Associate shall incorporate the contents of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.

8. **Contact Information**. To direct communications to the above referenced Covered Entity or DHCS staff,

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Business Associate shall initiate contact as indicated herein. Covered Entity reserves the right to make changes to the contact information below by giving written notice to Business Associate. Said changes shall not require an amendment to this Exhibit or the JPA Agreement to which it is incorporated.

Covered Entity Chief Privacy Officer	**DHCS Privacy Officer**	**DHCS Information Security Officer**
See Section 5.2.2 of this Business Associate Agreement for Covered Entity contact information.	Privacy Officer c/o Office of Legal Services Department of Health Care Services P.O. Box 997413, MS 0011 Sacramento, CA 95899-7413 Email: privacyofficer@dhcs.ca.gov Telephone: (916) 445-4646	Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95889-7413 Email: iso@dhcs.ca.gov Telephone: ITSD Help Desk (916) 440-7000 or (800) 579-0874

9. **Audits and Inspections**. From time to time, DHCS may inspect the facilities, systems, books and records of the Business Associate to monitor compliance with the safeguards required in the Information Confidentiality and Security Requirements (ICSR) exhibit. Business Associate shall promptly remedy any violation of any provision of this ICSR exhibit. The fact that DHCS inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibility to comply with this ICSR exhibit.

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Exhibit B

Privacy and Information Security Provisions

This Exhibit B is intended to protect the privacy and security of specified DHCS information that Business Associate may access, receive, or transmit under the JPA Agreement. The DHCS information covered under this Exhibit B consists of: (1) PHI and (2) PI. PI may include data provided to DHCS by the Social Security Administration.

Exhibit B consists of the following parts:

1. Exhibit B-1 provides for the privacy and security of PI under Civil Code Section 1798.3(a) and 1798.29.

2. Exhibit B-2, Miscellaneous Provisions, sets forth additional terms and conditions that extend to the provisions of Exhibit B in its entirety.

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Exhibit B-1
Privacy and Security of Personal Information and
Personally Identifiable Information Not Subject to HIPAA

1. Recitals.

a. In addition to the Privacy and Security Rules under HIPAA, DHCS is subject to various other legal and contractual requirements with respect to the personal information (as defined in section 2 below) and personally identifiable information (as defined in section 2 below) it maintains. These include:

i. The California Information Practices Act of 1977 (California Civil Code §§1798 et seq.),

ii. Title 42 Code of Federal Regulations, Chapter I, Subchapter A, Part 2.

b. The purpose of this Exhibit B-1 is to set forth Business Associate's privacy and security obligations with respect to PI and PII that Business Associate may create, receive, maintain, use, or disclose for or on behalf of Covered Entity pursuant to the JPA Agreement. Specifically this Exhibit applies to PI and PII which is not PHI as defined by HIPAA and therefore is not addressed in this Business Associate Agreement; however, to the extent that data is both PHI or ePHI and PII, both the Business Associate Agreement and this Exhibit B-1 shall apply.

c. The terms used in this Exhibit B-1, but not otherwise defined, shall have the same meanings as those terms have in the above referenced statute and agreement. Any reference to statutory, regulatory, or contractual language shall be to such language as in effect or as amended.

2. Definitions. The following definitions apply to such terms used in this Exhibit B-1. Abbreviated and capitalized terms used in this Exhibit but not defined below shall have the meaning ascribed to them under this Business Associate Agreement.

a. "Breach" shall have the meaning given to such term under the CMPPA (as defined below in Section 2(c)). It shall include a "PII loss" as that term is defined in the CMPPA.

b. "Breach of the security of the system" shall have the meaning given to such term under the California Information Practices Act, Civil Code section 1798.29(f).

c. "CMPPA Agreement" means the Computer Matching and Privacy Protection Act ("CMPPA") Agreement between the Social Security Administration and the California Health and Human Services Agency ("CHHS").

d. "DHCS PI" shall mean Personal Information, as defined below, accessed in a database maintained by the DHCS, received by Business Associate from Covered Entity or acquired or created by Business Associate in connection with performing the functions, activities and services specified in the JPA Agreement on behalf of the Covered Entity.

e. "Notice-triggering Personal Information" shall mean the personal information identified in Civil Code section 1798.29 whose unauthorized access may trigger notification requirements under Civil Code section 1798.29. For purposes of this provision, identity shall include, but not be limited to, name, address, email address, identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print, a photograph or a biometric identifier. Notice-triggering Personal Information includes PI in electronic, paper or any other medium.

f. "Personally Identifiable Information" ("PII") shall have the meaning given to such term in the

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CMPPA.

g. "Personal Information" ("PI") shall have the meaning given to such term in California Civil Code Section 1798.3(a).

h. "Required by law" means a mandate contained in law that compels an entity to make a use or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.

i. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PI, or confidential data utilized in complying with the JPA Agreement; or interference with system operations in an information system that processes, maintains or stores PI.

3. Terms of Agreement

a. Permitted Uses and Disclosures of DHCS PI and PII by Business Associate

Except as otherwise indicated in this Exhibit B-1, Business Associate may use or disclose DHCS PI only to perform functions, activities or services for or on behalf of the DHCS pursuant to the terms of the JPA Agreement provided that such use or disclosure would not violate the California Information Practices Act ("CIPA") if done by the DHCS.

b. Responsibilities of Business Associate

Business Associate agrees:

i. **Nondisclosure**. Not to use or disclose DHCS PI or PII other than as permitted or required by the JPA Agreement or as required by applicable state and federal law.

ii. **Safeguards**. To implement appropriate and reasonable administrative, technical, and physical safeguards to protect the security, confidentiality and integrity of DHCS PI and PII, to protect against anticipated threats or hazards to the security or integrity of DHCS PI and PII, and to prevent use or disclosure of DHCS PI or PII other than as provided for by the JPA Agreement. Business Associate shall develop and maintain a written information privacy and security program that include administrative, technical and physical safeguards appropriate to the size and complexity of Business Associate's operations and the nature and scope of its activities, which incorporate the requirements of section (c), Security, below. Business Associate will provide Covered Entity or DHCS with its current policies upon request.

c. **Security**. Business Associate shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI and/or PI, and to protect paper documents containing PHI and/or PI. These steps shall include, at a minimum:

i. Complying with all of the data system security precautions listed in Attachment A, Business

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Associate Data Security Requirements;

ii. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A130, Appendix III- Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies; and

iii. If the data obtained by Business Associate from DHCS through Covered Entity includes PII, Contractor shall also comply with the substantive privacy and security requirements in the CMPPA Agreement. Business Associate also agrees to ensure that any agents, including a subcontractor to whom it provides DHCS PII, agree to the same requirements for privacy and security safeguards for confidential data that apply to Business Associate with respect to such information.

d. **Mitigation of Harmful Effects**. To mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of DHCS PI or PII by Business Associate or its subcontractors in violation of this Exhibit B-1.

e. **Business Associate's Agents and Subcontractors**. To impose the same restrictions and conditions set forth in this Exhibit B-1 on any subcontractors or other agents with whom Business Associate subcontracts any activities under the JPA Agreement that involve the disclosure of DHCS PI or PII to the subcontractor.

f. **Availability of Information to Covered Entity and DHCS**. To make DHCS PI and PII available to Covered Entity or DHCS for purposes of oversight, inspection, amendment, and response to requests for records, injunctions, judgments, and orders for production of DHCS PI and PII. If Business Associate receives DHCS PII, upon request by Covered Entity or DHCS, Business Associate shall provide Covered Entity or DHCS, as applicable, with a list of all employees, contractors and agents who have access to DHCS PII, including employees, contractors and agents of its subcontractors and agents.

g. **Cooperation with Covered Entity and DHCS**. With respect to DHCS PI, to cooperate with and assist the Covered Entity or DHCS, as applicable, to the extent necessary to ensure DHCS's compliance with the applicable terms of the CIPA including, but not limited to, accounting of disclosures of DHCS PI, correction of errors in DHCS PI, production of DHCS PI, disclosure of a security breach involving DHCS PI and notice of such breach to the affected individual(s).

h. **Confidentiality of Alcohol and Drug Abuse Patient Records**. Business Associate agrees to comply with all confidentiality requirements set forth in Title 42 Code of Federal Regulations, Chapter I, Subchapter A, Part 2. Business Associate is aware that criminal penalties may be imposed for a violation of these confidentiality requirements.

i. **Breaches and Security Incidents**. During the term of this Agreement, Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:

i. Initial Notice to Covered Entity. (1) To notify Covered Entity and DHCS immediately by telephone call or email or fax upon the discovery of a breach of unsecured DHCS PI or PII in electronic media or in any other media if the PI or PII was, or is reasonably believed to have been, accessed or acquired by an unauthorized person, or upon discovery of a suspected security incident involving DHCS PII. (2) To notify Covered Entity and DHCS within 24 hours by email or fax of the discovery of any suspected security incident, intrusion or unauthorized

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access, use or disclosure of DHCS PI or PII in violation of the JPA Agreement or this Exhibit B-1 or potential loss of confidential data affecting the JPA Agreement. A breach shall be treated as discovered by Business Associate as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of Business Associate.

ii. Notice shall be provided to the Covered Entity Chief Privacy Officer and DHCS Information Protection Unit, Office of HIPAA Compliance. If the incident occurs after business hours or on a weekend or holiday and involves electronic DHCS PI or PII, notice shall be provided to DHCS by calling the DHCS Information Security Officer. Notice to DHCS shall be made using the DHCS "Privacy Incident Report" form, including all information known at the time. Business Associate shall use the most current version of this form, which is posted on the DHCS Information Security Officer website (www.dhcs.camov, then select "Privacy" in the left column and then "Business Partner" near the middle of the page) or use this link: http://www.dhcs.ca.gov/formsandoubs/laws/oriv/Paces/DHCSBusinessAssociatesOnlv.aspx.

iii. Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of DHCS PI or PII, Business Associate shall take:

1. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and

2. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

iv. **Investigation and Investigation Report**. To immediately investigate such suspected security incident, security incident, breach, or unauthorized access, use or disclosure of PHI. Within 72 hours of the discovery, Business Associate shall submit an updated "Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the DHCS Information Security Officer.

v. **Complete Report**. To provide a complete report of the investigation to Covered Entity and the DHCS Information Protection Unit within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report to DHCS shall be submitted on the "Privacy Incident Report" form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If DHCS requests information in addition to that listed on the "Privacy Incident Report" form, Business Associate shall make reasonable efforts to provide Covered Entity or DHCS, as applicable, with such information. If, because of the circumstances of the incident, Business Associate needs more than ten (10) working days from the discovery to submit a complete report, the DHCS may grant a reasonable extension of time, in which case Business Associate shall submit periodic updates until the complete report is submitted. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated "Privacy Incident Report" form. DHCS will review and approve the determination of whether a breach occurred and whether individual notifications and a corrective action plan are required.

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vi. **Responsibility for Reporting of Breaches**. If the cause of a breach of DHCS PI or PII is attributable to Business Associate or its agents, subcontractors or vendors, Business Associate is responsible for all required reporting of the breach as specified in CIPA, section 1798.29. Business Associate shall bear all costs of required notifications to individuals as well as any costs associated with the breach. The Privacy Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made. Covered Entity or DHCS, as applicable, will provide its review and approval expeditiously and without unreasonable delay.

vii. If Business Associate has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors or Covered Entity may report the breach or incident to DHCS in addition to Business Associate , Business Associate shall notify DHCS, and DHCS, Covered Entity, and Business Associate may take appropriate action to prevent duplicate reporting.

viii. **DHCS and Covered Entity Contact Information**. To direct communications to the above referenced Covered Entity and DHCS staff, Business Associate shall initiate contact as indicated herein. Covered Entity reserves the right to make changes to the contact information below by giving written notice to the Business Associate . Said changes shall not require an amendment to this Exhibit or the JPA Agreement to which it is incorporated.

Covered Entity Chief Privacy Officer	**DHCS Privacy Officer**	**DHCS Information Security Officer**
See Section 5.2.2 of this Business Associate Agreement for Covered Entity contact information.	Privacy Officer c/o Office of Legal Services Department of Health Care Services P.O. Box 997413, MS 0011 Sacramento, CA 95899-7413 Email: privacyofficer@dhcs.ca.gov Telephone: (916) 445-4646	Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95889-7413 Email: iso@dhcs.ca.gov Telephone: ITSD Help Desk (916) 440-7000 or (800) 579-0874

j. Designation of Individual Responsible for Security

Business Associate shall designate an individual, (e.g., Security Officer), to oversee its data security program who shall be responsible for carrying out the requirements of this Exhibit B-1 and for communicating on security matters with Covered Entity and DHCS.

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Exhibit B-2
Miscellaneous Terms and Conditions
Applicable to Exhibit B

1. **Disclaimer.** Covered Entity makes no warranty or representation that compliance by Business Associate with this Exhibit B, HIPAA or the HIPAA regulations will be adequately or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of the DHCS PHI, PI and PII.

2. **Amendment.** The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Exhibit B may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations, and other applicable state and federal laws. Upon either party's request, the other party agrees to promptly enter into negotiations concerning an amendment to this Exhibit B embodying written assurances consistent with requirements of HIPAA, the HITECH Act, and the HIPAA regulations, and other applicable state and federal laws. Covered Entity may terminate the JPA Agreement upon thirty (30) days written notice in the event:

    a. Business Associate does not promptly enter into this Exhibit B when requested by Covered Entity; or

    b. Business Associate does not enter into an amendment providing assurances regarding the safeguarding of DHCS PHI that the DHCS deems is necessary to satisfy the standards and requirements of HIPAA and the HIPAA regulations

3. **Judicial or Administrative Proceedings**. Business Associate will notify Covered Entity and DHCS if it is named as a defendant in a criminal proceeding for a violation of HIPAA or other security or privacy law. Covered Entity may at the request of DHCS terminate the JPA Agreement if Business Associate is found guilty of a criminal violation of HIPAA. Covered Entity may at the request of DHCS terminate the JPA Agreement if a finding or stipulation that Business Associate has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Business Associate is a party or has been joined. DHCS will consider the nature and seriousness of the violation in deciding whether or not to request that Covered Entity terminate the JPA Agreement.

4. **Assistance in Litigation or Administrative Proceedings**. Business Associate shall make itself and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under the JPA Agreement, available to DHCS at no cost to DHCS to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DHCS, its directors, officers or employees based upon claimed violation of HIPAA, or the HIPAA regulations, which involves inactions or actions by the Business Associate, except where Business Associate or its subcontractor, employee or agent is a named adverse party.

5. **No Third-Party Beneficiaries**. Nothing express or implied in the terms and conditions of this Exhibit B is intended to confer, nor shall anything herein confer, upon any person other than the Covered Entity or Business Associate and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

6. **Interpretation**. The terms and conditions in this Exhibit B shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, and the HIPAA regulations. The parties agree

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that any ambiguity in the terms and conditions of this Exhibit B shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act and the HIPAA regulations, and, if applicable, any other relevant state and federal laws.

7. **Conflict**. In case of a conflict between any applicable privacy or security rules, laws, regulations or standards the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to PHI, PI and PII from unauthorized disclosure. Further, Business Associate must comply within a reasonable period of time with changes to these standards that occur after the effective date of the JPA Agreement.

8. **Regulatory References**. A reference in the terms and conditions of this Exhibit B to a section in the HIPAA regulations means the section as in effect or as amended.

9. **Survival**. The respective rights and obligations of Business Associate under Item 3(b) of Exhibit B-1, Responsibilities of Business Associate, shall survive the termination or expiration of this Agreement.

10. **No Waiver of Obligations**. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

11. **Audits, Inspection and Enforcement**. From time to time, and subject to all applicable federal and state privacy and security laws and regulations, Covered Entity or DHCS may conduct a reasonable inspection of the facilities, systems, books and records of to monitor compliance with this Exhibit B. Business Associate shall promptly remedy any violation of any provision of this Exhibit B. The fact that Covered Entity or DHCS inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibility to comply with this Exhibit B. Covered Entity's or DHCS's failure to detect a non-compliant practice, or a failure to report a detected noncompliant practice to Business Associate does not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under the JPA Agreement or related documents, including this Exhibit B.

12. **Due Diligence**. Business Associate shall exercise due diligence and shall take reasonable steps to ensure that it remains in compliance with this Exhibit B and is in compliance with applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, and other applicable state and federal law, and that its agents, subcontractors and vendors are in compliance with their obligations as required by this Exhibit B.

13. **Term**. The Term of this Exhibit B shall extend beyond the termination of the Agreement and shall terminate when all DHCS PHI is destroyed or returned to Covered Entity, in accordance with 45 CFR Section 1 64.504(e)(2)(ii)(1), and when all DHCS PI and PII is destroyed in accordance with Attachment A.

14. **Effect of Termination**. Upon termination or expiration of this Agreement for any reason, Business Associate shall return or destroy all DHCS PHI, PI and PII that Business Associate still maintains in any form, and shall retain no copies of such PHI, PI or PII. If return or destruction is not feasible, Business Associate shall notify Covered Entity an DHCS of the conditions that make the return or destruction infeasible, and Covered Entity, DHCS, and Business Associate shall determine the terms and conditions under which Business Associate may retain the PHI, PI or PII. Business Associate shall continue to extend the protections of this Exhibit B to such DHCS PHI, PI and PII, and shall limit further use of such data to those purposes that make the return or destruction of such data infeasible. This provision shall apply to DHCS PHI, PI and PII that is in the possession of subcontractors or agents of Business Associate.

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Attachment A
Data Security Requirements

1. Personnel Controls

a. **Employee Training**. All workforce members who assist in the performance of functions or activities on behalf of the Covered Entity with respect to DHCS-provided information, or access or disclose DHCS PHI or PI must complete information privacy and security training, at least annually, at Business Associate's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following termination of this Agreement.

b. **Employee Discipline**. Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.

c. **Confidentiality Statement**. All persons that will be working with DHCS PHI or PI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to DHCS PHI or PI. The statement must be renewed annually. Business Associate shall retain each person's written confidentiality statement for Covered Entity or DHCS inspection for a period of six (6) years following termination of this Agreement.

d. **Background Check**. Before a member of the workforce may access DHCS PHI or PI, a background screening of that worker must be conducted. The screening should be commensurate with the risk and magnitude of harm the employee could cause, with more thorough screening being done for those employees who are authorized to bypass significant technical and operational security controls. Business Associate shall retain each workforce member's background check documentation for a period of three (3) years.

2. Technical Security Controls

a. **Workstation/Laptop encryption**. All workstations and laptops that store DHCS PHI or PI either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the DHCS Information Security Office.

b. **Server Security**. Servers containing unencrypted DHCS PHI or PI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

c. **Minimum Necessary**. Only the minimum necessary amount of DHCS PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.

d. **Removable media devices**. All electronic files that contain DHCS PHI or PI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.

e. **Antivirus software**. All workstations, laptops and other systems that process and/or store DHCS PHI or PI must install and actively use comprehensive anti-virus software solution with

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automatic updates scheduled at least daily.

f. **Patch Management**. All workstations, laptops and other systems that process and/or store DHCS PHI or PI must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release. Applications and systems that cannot be patched within this time frame due to significant operational reasons must have compensatory controls implemented to minimize risk until the patches can be installed. Applications and systems that cannot be patched must have compensatory controls implemented to minimize risk, where possible.

g. **User IDs and Password Controls**. All users must be issued a unique user name for accessing DHCS PHI or Pl. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed at least every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:

h. Upper case letters (A-Z)

i. Lower case letters (a-z)

j. Arabic numerals (0-9)

k. Non-alphanumeric characters (punctuation symbols)

l. **Data Destruction**. When no longer needed, all DHCS PHI or PI must be wiped using the Gutmann or US DHCS of Defense (DoD) 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require prior written permission of the DHCS Information Security Office.

m. **System Timeout**. The system providing access to DHCS PHI or PI must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.

n. **Warning Banners**. All systems providing access to DHCS PHI or PI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.

o. **System Logging**. The system must maintain an automated audit trail which can identify the user or system process which initiates a request for DHCS PHI or PI, or which alters DHCS PHI or Pl. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If DHCS PHI or PI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.

p. **Access Controls**. The system providing access to DHCS PHI or PI must use role based access controls for all user authentications, enforcing the principle of least privilege.

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q. **Transmission encryption**. All data transmissions of DHCS PHI or PI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing DHCS PHI can be encrypted. This requirement pertains to any type of DHCS PHI or PI in motion such as website access, file transfer, and E-Mail.

r. **Intrusion Detection**. All systems involved in accessing, holding, transporting, and protecting DHCS PHI or PI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

3. Audit Controls

a. **System Security Review**. Business Associate must ensure audit control mechanisms that record and examine system activity are in place. All systems processing and/or storing DHCS PHI or PI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.

b. **Log Reviews**. All systems processing and/or storing DHCS PHI or PI must have a routine procedure in place to review system logs for unauthorized access.

c. **Change Control**. All systems processing and/or storing DHCS PHI or PI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

4. Business Continuity / Disaster Recovery Controls

a. **Emergency Mode Operation Plan**. Business Associate must establish a documented plan to enable continuation of critical business processes and protection of the security of DHCS PHI or PI held in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.

b. **Data Backup Plan**. Business Associate must have established documented procedures to backup DHCS PHI to maintain retrievable exact copies of DHCS PHI or Pl. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore DHCS PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DHCS data.

5. Paper Document Controls

a. **Supervision of Data**. DHCS PHI or PI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. DHCS PHI or PI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

b. **Escorting Visitors**. Visitors to areas where DHCS PHI or PI is contained shall be escorted and DHCS PHI or PI shall be kept out of sight while visitors are in the area.

c. **Confidential Destruction**. DHCS PHI or PI must be disposed of through confidential means, such as cross cut shredding and pulverizing.

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d. **Removal of Data**. Only the minimum necessary DHCS PHI or PI may be removed from the premises of Business Associate except with express written permission of DHCS. DHCS PHI or PI shall not be considered "removed from the premises" if it is only being transported from one of Business Associate's locations to another of Business Associates locations.

e. **Faxing**. Faxes containing DHCS PHI or PI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.

f. **Mailing**. Mailings containing DHCS PHI or PI shall be sealed and secured from damage or inappropriate viewing of such PHI or PI to the extent possible. Mailings which include 500 or more individually identifiable records of DHCS PHI or PI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of DHCS to use another method is obtained.

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SOFTWARE-AS-A-SERVICE AGREEMENT

This Software-as-a-Service Agreement ("**Agreement**") is made and entered into by and between PDDS Buyer, LLC, a Delaware limited liability company ("**PDDS**"), and County of Monterey, a political subdivision of the State of California, on behalf of the County of Monterey Health Department, Clinic Services Bureau ("**Client**" and each of PDDS and Client, individually a "**Party**" or collectively, the "**Parties**") as of the date of the Order (as defined below) attached as Exhibit F to this Agreement (the "**Effective Date**"). For purposes of this Agreement, "**PDDS Party**" means any affiliate of PDDS that may provide products or services hereunder or in connection with this Agreement. In consideration of the mutual promises and covenants in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows.

By signing and/or submitting an Order that incorporates this Agreement, Client hereby accepts this Agreement and represents that it has the authority to bind Client to this Agreement. Any individual executing an Order on behalf of a company or other legal entity represents that he or she has the authority to bind such entity to this Agreement. If Client does not agree to the terms of this Agreement, Client is not permitted to use the Services. Any usage of the Services indicates acceptance of this Agreement in its entirety.

1. ACCESS TO SERVICES.

1.1. Services; License. Subject to the terms of this Agreement, PDDS grants to Client a limited (during the Term), non-exclusive, non-transferable right and license ("**License**") to access and use the software services (the "**Software Services**") set forth in an applicable order form executed by and between PDDS and Client (each, an "**Order**") for its internal business purposes. The Software Services may include PDDS's online dental practice management, imaging, or patient communication software, and/or any other software services or other offerings made generally available by PDDS to its customers (including, for each, any subsequent updates, modifications, enhancements, or new versions).

1.2. Ancillary Services. Subject to the terms of this Agreement, PDDS shall provide certain ancillary services, including, as applicable to the Software Services purchased by Client: (i) standard customer support services as set forth on the attached Exhibit B – Support; (ii) data conversion services as set forth on the attached Exhibit C – Data Conversion; (iii) initial implementation as set forth on the attached Exhibit D – Implementation, Setup, and Training; and/or (iv) such other services as may be agreed upon by the Parties ("**Ancillary Services**" and, together with the Software Services, the "**Services**"). Client may opt to purchase enhanced Ancillary Services or may incur additional charges in accordance with the rates set forth in the applicable Exhibits and/or Documentation.

1.3. Additional Terms. Additional terms governing Client's use of the Services may be set forth in an Order. Client understands and agrees that it may only access and use the Services in a manner pursuant to PDDS's published user guides, manuals, instructions, and/or specifications provided or made available to Client (the "**Documentation**"). PDDS may update, modify, or improve the Services and/or Documentation at any time and at PDDS's sole discretion. In order to access the Services, Client may be required to agree to additional on-line terms and conditions, including the Website Terms of Use (published at https://www.planetdds.com/terms-of- use/) and Privacy Policy (https://www.planetdds.com/privacy-policy/) (collectively, the "**Web Terms**"). Client hereby agrees to the Web Terms, the terms of which are incorporated by reference as if fully set forth herein. PDDS may revise and update these Web Terms from time to time in our sole discretion. All changes are effective immediately when posted and apply to all access

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to and use of the Website thereafter. Client's continued use of the Website following the posting of revised Terms of Use means that Client accepts and agrees to the changes.

2. CLIENT OBLIGATIONS.

2.1. Use Restrictions. Client acknowledges and agrees that, in the use of the Services, it will not:

(a) use the Services or permit the Services to be used to perform any file storage or other services for any third party;
(b) upload or permit the Services to be used to upload any data that (i) infringes the intellectual property rights or other proprietary rights of any third party, (ii) is unlawful or objectionable material, or (iii) contains software viruses or other harmful or deleterious computer code, files or programs such as trojan horses, worms, time bombs or cancelbots;
(c) use or permit the use of any software, hardware, application or process that (i) interferes with the Services, (ii) interferes with or disrupts servers, systems or networks connected to the Services, or violates the regulations, policies or procedures of such servers, systems or networks, (iii) accesses or attempts to access another customer's accounts, servers, systems or networks without authorization, or (iv) harasses or interferes with another PDDS customer's use and enjoyment of the Services;
(d) tamper with or breach the security of the Services;
(e) modify, port, adapt, translate or create any derivative work based upon the Services or the Documentation;
(f) reverse engineer, analyze, decompile, disassemble, or otherwise derive or attempt to derive the source code of the Services,
(g) copy, distribute, sell, assign, pledge, sublicense, lease, loan, rent, timeshare, use, offer on a service bureau basis, deliver or otherwise transfer the Services or Documentation, in whole or in part;
(h) delete or in any manner alter any notices, disclaimers or other legends contained in the Services or Documentation appearing on any screens, documents, reports, numeric results or other materials obtained by Client through use of the Services;
(i) ship, transmit, transfer, or export the Services into any country not expressly approved by PDDS or use the Services in any manner prohibited by United States export laws, restrictions, or regulations; and
(j) access the Services by any method that violates the protocols of Exhibit A to this Agreement (including as such may be supplemented or otherwise modified in writing by PDDS).

2.2. Notwithstanding the foregoing, Client may make copies of the Documentation for its own internal use in connection with its use of the Services. Client may print out, or otherwise make, printed copies of the reports, numeric results, and other information or materials generated from Client's access and use of the Services for internal business purposes only.

2.3. Client shall, in its use of the Services, abide by and comply with all applicable local, state, national and international laws and regulations ("**Applicable Laws**"), including, for the avoidance of doubt, the US Health Insurance Portability and Accountability Act of 1996, as amended, and all current rules and regulations relating thereto, and the TCPA and CAN-SPAM, and all relevant implementing rules, orders, and regulations of the Federal Trade Commission and Federal Communication Commission. Client agrees and acknowledges that it, not PDDS, is responsible for any applicable vertical or industry-specific regulation compliance. In

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addition, Client is solely responsible for: (a) collecting and maintaining its subscriber lists and other customer data in accordance with Applicable Laws; (b) providing notice and obtaining consent from any customer, prospective customer, or any other individual who interacts with Client, its affiliates, or agents in connection with the Service as required under Applicable Laws for its use of the Services, including sending text messages; and (c) ensuring that all marketing and promotional activities that it conducts through the Services comply with Applicable Laws, including the content of its messages and campaigns. To the extent PDDS provides advice, guidance, templates, or suggestions via the Services, Ancillary Services, or otherwise, the foregoing are provided solely for convenience and PDDS does not assume any responsibility for Client's obligations under this Section, and Client remains solely responsible for its own compliance. Client should confer with its own independent legal counsel to determine whether marketing activities and content are sufficient for its purposes and meet its obligations under Applicable Laws.

3. OWNERSHIP. As between PDDS and Client, Client agrees that the Services, as well as all related technology, software code, services, trademarks, service marks, logos, and all content displayed in the Services, as well as all of the Documentation (collectively, the "**PDDS Materials**"), constitute the intellectual property of and are owned by PDDS. As between PDDS and Client, Client agrees that PDDS retains title to and ownership of all right, title, and interest in the PDDS Materials, including all intellectual property and other proprietary rights therein (subject to the applicable limited licenses expressly granted by PDDS to Client under this Agreement). If Client submits any feedback or otherwise requests, suggests or recommends any changes to the PDDS Materials, including, without limitation, new features or functionality relating thereto, Client hereby assigns to PDDS, and PDDS is free to use, without any attribution or compensation to Client or any third party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in such feedback with respect to the PDDS Materials, for any purpose whatsoever; *provided*, for the avoidance of doubt, that PDDS is not required to implement any requested changes or otherwise use any such feedback. All rights not expressly granted herein are reserved by PDDS.

4. DISCLAIMERS. CLIENT UNDERSTANDS THAT THE PDDS MATERIALS AND ANY OTHER SERVICES ARE BEING PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. PDDS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE SERVICES INCLUDING ALL WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

5. LIMITATIONS ON LIABILITY. THE TOTAL AND ENTIRE LIABILITY OF PDDS AND THE PDDS PARTIES IN THE AGGREGATE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR CLIENT'S USE OF THE SERVICES WILL BE LIMITED TO THE LESSER OF (i) FEES RECEIVED FROM CLIENT UNDER THIS AGREEMENT IN THE MOST RECENT THREE (3) MONTH PERIOD; OR (ii) FIFTY THOUSAND DOLLARS ($50,000). PDDS AND THE PDDS PARTIES SHALL NOT BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY TYPE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, WHETHER OR NOT PDDS, THE PDDS PARTIES AND/OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER BASED UPON BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE). PDDS AND THE PDDS PARTIES SHALL HAVE NO LIABILITY FOR ANY DAMAGES RESULTING FROM ANY ALTERATION, DESTRUCTION OR LOSS OF ANY DATA OR INFORMATION INPUT, GENERATED OR OBTAINED FROM ACCESS AND/OR USE OF THE SERVICES, INCLUDING ANY REPORTS OR NUMERIC RESULTS, WHETHER OR NOT PDDS AND THE PDDS PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS OF DAMAGES AND LIABILITIES SET FORTH IN THIS AGREEMENT ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN PDDS AND CLIENT, AND THE PRICING FOR THE LICENSE REFLECTS SUCH LIMITATIONS.

6. REGISTERED AND LICENSED USERS. In order for Client to access and use the Services, Client shall register an account with PDDS, provide PDDS with an email address, complete the online signup process (to include providing

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valid payment information), and obtain a unique password for accessing the Services ("**Password**"). Upon receiving an initial system Password, Client may issue unique User IDs and passwords, as provided for in Exhibit A hereto, to its authorized employees and agents ("**Licensed Users**"), if applicable, as provided for in Exhibit A hereto. PDDS may obtain email addresses from Licensed Users upon their accessing and using the Services for the express purpose of supporting Client. Licensed Users shall be subject to all applicable terms and restrictions governing Client's access to and use of the Services (including, without limitation compliance with the Documentation and Web Terms and the use restrictions set forth in Section 2), and Client is responsible and wholly liable for all acts or omissions committed under Client's Password and any and all accounts issued by Client to Licensed Users.

7. CLIENT DATA.

7.1. As between Client and PDDS, Client owns and will remain the sole and exclusive owner of all information and data it (or a Licensed User) inputs into the Services (the "**Data**"). Client hereby grants to PDDS (and its service providers) a limited, non-exclusive, worldwide license to access and use the Data in order to provide the Services. In addition, Client permits PDDS to access any reports or numeric results for the purpose of ensuring proper access and use of the Services by Client in accordance with this Agreement and to maintain and troubleshoot the Services. PDDS will maintain reasonable technical, physical, and administrative measures to safeguard the confidentiality of the Data. For Clients located in Alberta, PDDS shall, on request of Client, provide Client with information necessary to monitor compliance with this agreement including providing a description of safeguards in place for the security and protection of the Data. In the event of any loss or damage to Client's Data, reports or numeric results, Client's sole and exclusive remedy shall be for PDDS to use commercially reasonable efforts to replace or restore the lost or damaged data from the latest backup of such Data, reports, or numeric results which PDDS has maintained in accordance with its standard archival procedures.

7.2. PDDS will host Data in secure, U.S. based facilities. PDDS shall be deemed to have exercised reasonable care in the maintenance, custody and preservation of Data in Company's possession if such Data is treated substantially the same as Company treats its own like data.

7.3. In addition, Client agrees that PDDS may use such Data to compile and distribute statistical analyses, benchmarking and reports utilizing Aggregated Data derived from the Data in accordance with applicable law (including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act of 2009, and any regulations issued pursuant thereto). For purposes of this Agreement, "**Aggregated Data**" means data and information gathered or obtained by PDDS in connection with the Services, in an aggregated, de-identified form that does not contain or reveal personally identifiable information of Client or any of Client's customers and does not reveal any information that would allow for the identification of Client and/or Client's customers.

7.4. Nothing in this Section limits Client's responsibility for (i) maintaining the confidentiality of the its credentials, passwords and encryption keys associated with its and its Licensed Users' accounts, (ii) properly configuring and using the Services as required by Client and taking its own steps to maintain appropriate security, protection and backup of the Data, (iii) all activities that occur with respect to its accounts regardless of whether the activities are undertaken by Client, its Licensed Users, its employees or a third party (including its contractors or agents), (iv) Client's access and use of the Services in compliance with this Agreement and the applicable Documentation, (v) all Data, and (vi) ensuring that the storage of Data on the Services system is compliant with applicable privacy law requirements, including obtaining any necessary patient consents of authorizations. PDDS is not responsible for any alteration, compromise, corruption, or loss of Data that arises

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from any access to, sharing or use of Client's accounts, credentials, passwords or encryption keys.

8. CONFIDENTIALITY.

8.1. Confidential Information. Client acknowledges that the Services as well as PDDS's and PDDS Parties' technology, trade secrets, know-how, business operations, plans, strategies, customers, pricing, (except pricing that appears in the Agreement or amendments thereto is not Confidential Information), and other information and materials constitute and contain confidential, proprietary, and copyrighted information and subject matter of PDDS and PDDS Parties ("**Confidential Information**"). Confidential Information shall not include information that is shown by competent evidence: (i) is in or enters the public domain without breach of this Agreement; (ii) was possessed by Client prior to first receiving it from PDDS or an PDDS Party; (iii) was developed by Client independently and without use of or reference to the Confidential Information; or (iv) was received by Client from a third party without restriction on disclosure and without breach of a nondisclosure obligation.

8.2. Protection of Confidential Information. Client agrees to not, directly or indirectly, without PDDS' prior written consent, use the Confidential Information for any purpose other than as expressly permitted under this Agreement; divulge, discuss, provide, transmit, copy, make available or otherwise communicate the Confidential Information to a third party; or permit any third party to use such Confidential Information. Notwithstanding the foregoing, Client shall be permitted to disclose Confidential Information if such disclosure is required by law, provided that Client shall (i) give prompt notice of such requirement to PDDS so that PDDS it will have the opportunity to seek a protective order or other appropriate remedy; and (ii) cooperate in PDDS' attempts to obtain confidential treatment of such Confidential Information.

9. TRADE NAMES AND TRADEMARKS. Each Party hereby agrees that it shall not use or permit any third party to use, at any time, the other Party's trademarks, trade names, or logos without written permission of the other Party, although, each Party may use the other Party's trademarks, trade names, and logos in a nominative, non-trademark sense in connection with its marketing materials and/or public client lists.

10. NON-SOLICITATION OF EMPLOYEES. Client acknowledges that PDDS has extended significant time and energy recruiting, training, and retaining its employees. Client agrees to not, directly or indirectly, during the term of this Agreement and for a period of twelve (12) consecutive months immediately following the termination of this Agreement by either Party for any reason, solicit for employment any employees of PDDS or any person who had been employed by PDDS during the then-prior three (3) month period, or otherwise interfere with the employment relationship between PDDS and any of its employees. This Section 10 does not preclude Client from hiring any such employee of PDDS who responds to a general solicitation of employment through an advertisement not targeted specifically at PDDS or its employees.

11. INJUNCTIVE RELIEF.

11.1. Each Party acknowledges that a violation of Sections 1, 2, 3, 7, 8, 9, or 10 of this Agreement would cause irreparable harm to the other Party for which no adequate remedy at law exists, and each Party therefore agrees that, in addition to any other remedies available, the aggrieved Party shall be entitled to seek injunctive relief to enforce the terms of Sections 1, 2, 3, 7, 8, 9, or 10. The prevailing Party shall be entitled to recover all cost and expenses, including reasonable attorney's fees incurred because of any such legal action.

11.2. In the event of a violation or breach by Client of Section 10, Client will pay to PDDS an amount equal to $135,000. The Parties agree that such amount is a negotiated agreement as a reasonable estimate of actual

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damages that would be incurred by PDDS in the event of any such breach or violation and the Parties intend for such amount to be an enforceable liquidated damages remedy. The amount is reasonable and not intended to be, nor shall it be deemed to constitute, a penalty and is not greatly disproportionate to the significant business loss likely to be sustained by PDDS in connection with any such breach or violation.

12. HARDWARE AND SERVICE REQUIREMENTS. Client is solely responsible for acquiring, servicing, maintaining, and updating adequate equipment, computers, software, communications services (such as internet connectivity charges) and all other technology and services not owned or operated by or on behalf of PDDS, that enable Client to access and use the Services, and for all expenses relating thereto (plus any applicable taxes). Client agrees to access and use the Services in accordance with any and all operating instructions or procedures that may be issued by PDDS and amended by PDDS from time to time.

13. AVAILABILITY. Client acknowledges that functionality of the Services may at times be unavailable and outages may occur. PDDS will use commercially reasonable efforts to make the Services available to Client twenty-four (24) hours a day, seven (7) days a week, except for: (i) planned downtime (typically during weekend off-hours) and (ii) unplanned downtime beyond PDDS's reasonable control. Notwithstanding the foregoing, PDDS reserves the right, in its sole discretion, to make unscheduled updates or upgrades to the Services.

14. INDEMNITY.

14.1. Indemnification by PDDS.

(a) Except as provided in this Section, PDDS will defend and indemnify Client from and against any damages, liabilities, costs and expenses (including reasonable attorney's fees) ("**Losses**"), arising out of any claim that the Services infringe a valid United States patent or copyright, or misappropriates a trade secret, of a third party.

(b) If any part of the Services used by Client becomes, or in PDDS's opinion is likely to become, the subject of any injunction preventing its use as contemplated herein, PDDS will at its option: (i) procure for Client the right to continue using the Services; (ii) replace or modify the Services, so that it becomes non-infringing without substantially compromising its principal functions; or, if (a) and (b) are not commercially reasonable, then (iii) terminate Client's license to allegedly infringing part(s) of the Services and provide Client with a refund on a pro rata basis of any monies prepaid by Client for the of the infringing part(s) of the Services.

(c) PDDS will have no liability or obligation to Client hereunder with respect to any claim for United States patent or copyright infringement or trade secret misappropriation that is based upon: (i) use of the Services in an application or environment or on a platform or with devices for which the Services were not designed or contemplated; (ii) modifications, alterations, combinations or enhancements of the Services not created by PDDS; or (iii) failure to timely implement any modifications, upgrades, replacements, or enhancements made available to Client by or on behalf of PDDS. This Section 14 states the entire liability of PDDS with respect to infringement of any intellectual property rights by the Services or any part thereof or by its use or operation.

14.2. Indemnification by Client. Client shall indemnify, defend, and hold harmless PDDS, its subcontractors and affiliates, and each of its and their respective officers, directors, employees, agents, successors, and assigns from and against any and all Losses incurred thereby as a result of any third-party claim to the extent that such Losses arise out of or result from, or are alleged to arise out of or result from:

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(a) any materials or information (including Data) provided by or on behalf of Client to the extent prepared without contribution by PDDS;
(b) Client's breach of any covenant or obligation under this Agreement or violation of applicable law; or
(c) negligence or more culpable act or omission (including recklessness or willful misconduct) by Client, any Licensed User, or any third party on behalf thereof, in connection with this Agreement.

14.3. Indemnification Procedure.

(a) A Party seeking indemnification ("**Indemnitee**") shall promptly notify the other Party ("**Indemnitor**") in writing of any claim or proceeding ("**Action**") for which indemnification is sought pursuant to this Section 14 and shall cooperate with Indemnitor at Indemnitor's sole cost and expense.
(b) Indemnitor shall, at its own sole cost and expense, promptly assume control of the defense employing counsel reasonably acceptable to Indemnitee; provided, however, that Indemnitor shall not settle any Action in any manner that adversely affects the rights of any Indemnitee without Indemnitee's prior written consent, which shall not be unreasonably withheld or delayed.
(c) Failure to perform any obligation under this Section will not relieve either Party of its obligations except to the extent that such Party can demonstrate that it has been materially prejudiced as a result thereof.

15. U.S. GOVERNMENT CLIENTS. The Services and Documentation are "**Commercial Items**", as that term is defined at 48 C.F.R. §2.101, consisting of "**Commercial Computer Software**" and "**Commercial Computer Software Documentation**", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

16. LICENSE FEE AND TERM.

16.1. In exchange for Client's right to use the Services, Client shall pay PDDS licensing and other fees set forth in the applicable Order and, if applicable, the Variable Fee Schedule published at https://www.planetdds.com/planet-dds-variable-fee-schedule/. PDDS will invoices Client annually at the commencement of each subscription term. Client shall pay all undisputed amounts due to PDDS within forty-five (45) days from receipt of the applicable invoice. Client shall be responsible for the payment of all applicable sales, use or other consumer taxes, unless a valid exemption certificate is provided.

16.2. This Agreement shall remain in effect for so long as Services are being provided pursuant to any applicable Order. Unless otherwise specified in the applicable Order, the License to the applicable Services set forth in an Order shall remain in effect for an initial term commencing on the Effective Date (or, with respect to any Services added after the Effective Date, the date the applicable Order is executed) and ending on the first anniversary of the initial Billing Start Date (as defined below) (the "**Initial Term**"). Thereafter, unless otherwise set forth on the applicable Order, the Services will automatically renew for successive one (1) year terms (each a "**Renewal Term**" and together with the Initial Term, the "**Term**") unless either Party

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notifies the other of non-renewal at least thirty (30) days prior to the expiration of the then-current Term. Orders for additional Services and/or Client locations that are entered into during the Term will be conterminous with all other Services. Upon the expiration of the Initial Term and/or any Renewal Term, PDDS may, upon written notice to Client, make reasonable adjustments to the pricing of the Services effective for the upcoming Renewal Term(s); *provided*, that the Parties agree that subscription pricing for each of the first two Renewal Terms (*i.e.*, for the second and third years of the Term) will increase by 10% over the prior year's pricing. Any adjustments to pricing permitted under this Section 16 shall apply concurrently to all Client locations and affected Services. This Agreement may be amended or modified only by an instrument in writing signed by both parties.

16.3. Unless otherwise specified in the applicable Order, PDDS shall invoice Client for fees associated with implementation, training, conversion, and other professional Services upon the commencement of such Services. Fees for subscription-based Services shall begin to accrue on the "**Billing Start Date**" determined (a) as set forth on the applicable Order or (b) if the applicable Order does not specify a billing start date, based on the earliest to occur of: (i) the date of first installation of on-premises software (if applicable) or other use of the Services; or (ii) sixty (60) days from the date this Agreement is executed; *provided*, that if this date occurs (x) between the 1st and 15th day of a month, the Billing Start Date shall be the 1st of that month and (y) between the 16th and final day of a month, the Billing Start Date shall be the 1st of the following month.

17. TERMINATION.

17.1. Termination. Either Party may terminate this Agreement immediately upon notice if the other Party breaches a material term of this Agreement and fails to remedy that breach within five (5) business days after written notice, which may be electronic (subject to Section 18.7), from the terminating Party.

17.2. Effect of Termination. Upon termination of this Agreement, all rights, including the license granted to Client under this Agreement will cease and Client's access to the Services may be disabled.

(a) *Data Export*. It shall be Client's sole responsibility to extract a copy of the Data from PDDS' data repositories prior to termination of this Agreement. Client may also request, at any time prior to or within ten (10) business days after termination of this Agreement, that PDDS transmit all Data to a secure site from which Client shall have access to the Data until thirty (30) days after termination of this Agreement. Notwithstanding the foregoing, (i) Client may be required to pay a processing fee of $995 per extract/download in connection with the export of Client's XVWeb server patient and imaging data via a secure download link, (ii) if, as part of the implementation process or otherwise during the Initial Term, Client provides Data for conversion by PDDS into a format suitable for use with XVWeb, Client will not be entitled to an export of such converted Data prior to the expiration of the Initial Term (*i.e.*, Client will retain the unconverted Data in its original format and PDDS will only provide an export of new Data captured during the Initial Term), and

(iii) PDDS may charge a reasonable fee for exports of Data from other PDDS Services. Additional terms may apply as set forth in the applicable Order. PDDS may retain Data (including in its backups, archives, and disaster recovery systems) to comply with applicable law or internal business policies and procedures until such Data is deleted in the ordinary course.

(b) *Early Termination*. Client may terminate this Agreement at any time without cause upon at least thirty (30) days written notice to PDDS. If Client terminates any Services without cause before expiration of the of the Initial Term, or if PDDS terminates this Agreement due to Client's material breach as authorized by this Section 17, then Client shall remain responsible for all

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subscription and other fees invoiced for the then-current subscription term and shall not be entitled to any refund of pre-paid fees. If Client terminates and Services without cause during any Renewal Term, or if Client terminates this Agreement due to PDDS's material breach as authorized by this Section 17, then PDDS shall provide Client with a pro-rated refund in respect of pre-paid fees for any remaining months of the then-current subscription term.

17.3. Termination for Lack of Government Funding. Client's payments to PDDS 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 Client's purchase of the indicated Services, then Client may give written notice and reasonable evidence of this fact to PDDS, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its sole notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

17.4. Survival. Upon termination or expiration of this Agreement, Sections 2, 3, 5, 6, 7, 8, 9, 10, 11, 17.2 and 18 of the Agreement along with all payment obligations under this Agreement with respect to fees accrued prior to termination, and any other right or obligation of the Parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, shall survive such termination or expiration.

18. MISCELLANEOUS.

18.1. Complete Agreement. This Agreement, including any Exhibits attached hereto and any executed Orders that reference this Agreement, constitute the complete and exclusive statement of the agreement between Client and PDDS, and supersedes any proposal or prior agreement, oral or written, and any other communications between the parties relating to the subject matter of this Agreement. This Agreement may not be modified by Client except upon mutual agreement by the Parties in writing. The Agreement may be modified by PDDS as set forth herein. In the event of any inconsistency between the statements made in the body of this Agreement, the related exhibits, schedules, attachments, and appendices (other than an exception expressly set forth as such therein) and any other documents incorporated herein by reference, the following order of precedence governs: (a) the body of this Agreement; (b) the exhibits, schedules, attachments, and appendices attached hereto; (c) Orders (except as expressly agreed to by the Parties that an Order provision supersedes the Agreement); (d) the Web Terms and any other documents incorporated herein by reference; and (d) the Documentation.

18.2. Assignment. The Agreement shall bind the Parties and their respective successors and assigns. PDDS may assign the Agreement to a third party without Client's prior written consent. Client may assign the Agreement to an affiliate or due to a change of control or corporate reorganization upon prior written notice to PDDS and subject to the execution by Client and the applicable assignee of an assignment and assumption agreement in a form reasonably acceptable to PDDS.

18.3. Force Majeure. Neither Party will be responsible for any failure to perform due to causes beyond its reasonable control, including acts of God, acts of terrorism, war, riot, embargoes, acts of civil or military authorities, national disasters, strikes and the like, except that this provision shall not limit Client's obligation to make payments under the Agreement.

18.4. Governing Law and General Provisions. This Agreement will be governed by the laws of the State of California, USA, excluding the application of its conflicts of law rules. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. If any part of this Agreement is found void and unenforceable, it will not affect the validity

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of the remainder of the Agreement, which shall remain valid and enforceable according to its terms. The word "including" shall mean "including without limitation" and "including but not limited to" to provide the broadest interpretation. The headings contained in this Agreement are for reference only and shall not affect the meaning or interpretation of this Agreement. PDDS' failure to exercise or enforce any right or power under this Agreement shall not constitute a waiver of such right or power.

18.5. Non-Disparagement. The Parties agree not to disparage to any other person or entity each other or any of their business or businesses, business ventures, business transactions, or business operations, marketing, management, or any other business related activities whatsoever, or anything else about any or all of them, whether learned before, on or after the date of this Agreement.

18.6. Third Parties. Nothing contained in this Agreement is intended to confer upon any person other than the Parties hereto and their respective successors and permitted assigns, any benefit, right or remedy under or by reason of this Agreement, except with respect to PDDS Parties who shall be deemed third party beneficiaries under this Agreement but solely with respect to those terms that specifically reference a PDDS Party or the PDDS Parties.

18.7. Notices. Any notice or communication from one Party to the other is to be in writing and either personally delivered or sent via certified mail, postage prepaid and return receipt requested to the addresses below. In addition, the Parties may use e-mail for notice, provided that the receiving Party acknowledges receipt of the e- mail in writing, such acknowledgment not to be unreasonably withheld. All notices are to be in English and will be effective upon receipt or, in the case of e-mail notice, upon written acknowledgment. To be clear, an automatically generated e-mail response, such as one designed to alert recipients that the sender is out of the office and unable to respond to e-mails, shall not constitute acknowledgment for purposes of this Section.

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to Client and PDDS's contract administrators at the addresses listed below:

FOR CLIENT:	**FOR PDDS**:
Elsa Jimenez Director of Health Services	PDDS Buyer, LLC
1270 Natividad Road Salinas, CA 93906	17872 Gillette Avenue, Suite 250 Irvine, CA 92614
WITH COPY TO:	
Clinic Services Bureau Attn: Contracts Monitor 1615 Bunker Hill Way, Ste. 140 Salinas, CA 93906	

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19. INSURANCE.

19.1. Other Insurance Requirements. All insurance required by this Agreement shall be issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date PDDS completes its performance of services under this Agreement.

19.2. As between PDDS and Client, PDDS shall be responsible for ensuring that any subcontractor engaged by PDDS in connection with the Services complies with the terms and conditions of this Agreement.

19.3. 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.

19.4. Worker's Compensation Insurance: If PDDS 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.

19.5. Waiver of Subrogation: Regarding Commercial General Liability and Automobile Liability policies, CONTRACTOR hereby grants to County a waiver of any rights to subrogation which any insurer of said CONTRACTOR may acquire against the County by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsements from the insurer.

19.6. Prior to the execution of this Agreement by Client, PDDS shall provide certificates of insurance to Client evidencing insurance satisfactory to Client. PDDS shall notify Client and provide a new or amended certificate of insurance within thirty (30) calendar days after any material change is made in such insurance. 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.

19.7. PDDS shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, upon request by Client, annual certificates to Client. Failure by PDDS to maintain such insurance coverage is a breach of this Agreement, which entitles PDDS, at its sole and absolute discretion, to terminate this Agreement in accordance with Section 17.1.

[*Remainder of page intentionally left blank*]

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By signing below, each Party confirms that it has read, understands and accepts the above agreements.

PDDS BUYER, LLC

By: 

Name: Mike Huffaker

Title: Chief Revenue Officer

CLIENT

By: _____

Name: _____

Title: _____

CLIENT/County of Monterey

Approved as to Legal Form:

DocuSigned by:
By: Stacy Saetta Date: 10/13/2025 | 9:54 AM PDT
C0ECE1B99F444A9...
Chief Deputy County Counsel – County of Monterey

Approved as to Fiscal Provisions:

By: _____ Date: _____
Auditor-Controller – County of Monterey

Approved as to Risk Provisions:

DocuSigned by:
By: David Bolton Date: 10/13/2025 | 5:06 PM PDT
3E7A6EF11DD8446...
David Bolton, Risk Manager – County of Monterey

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EXHIBIT A – LICENSED USER LIMITATIONS

1. "Dummy", generic and/or shared Licensed User IDs and passwords are prohibited.

2. Each issued Licensed User ID and password shall be assigned to a single, unique and individually named human person. For example, a Licensed User ID shall be issued for the individual "Joan Smith", not "Nurse 1."

3. Licensed Users may not be computerized bots, scripts, screen scrapers and/or any other automated mechanism designed to access the Services posing as a human user, and no Licensed User shall permit their Licensed User ID to be used with any such automated mechanism.

4. Except where otherwise set forth in the applicable Order, a Licensed User is restricted to accessing the Services via a single device and may not maintain active sessions on multiple devices simultaneously. Inactive sessions may be auto-terminated as an added security precaution.

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EXHIBIT B – SUPPORT

1. Enterprise Clients.

1.1. Client shall provide a person(s) or team(s) of Level 1 Support personnel to act as its internal Help Desk(s).

1.2. Level 1 Support, provided by Client's internal Help Desk, is the first line of support for all Licensed Users of Client, responsible for resolving issues raised by its Licensed Users, except those of an unusual, technical or defective nature.

1.3. If Client's Help Desk cannot, after a reasonable expenditure of time and effort, resolve an issue raised by its Licensed Users, the issue may then be escalated to Level 2 Support. Level 2 Support is provided by PDDS.

1.4. PDDS shall provide unlimited Level 2 Support to Client's Help Desk. Level 2 Support will be provided during PDDS' normal business hours.

1.5. Level 2 Support typically addresses issues of an infrequent, unusual, technical, or defective nature, issues that are not typically encountered.

1.6. Level 2 Support shall support Client's Help Desk but will not directly support Client's Licensed users.

1.7. A resolution by Level 2 Support may require the assistance of Client's Help Desk. Any resolution of an issue by Level 2 Support shall be propagated by Client's Help Desk to the appropriate Licensed User(s).

1.8. Should PDDS determine that some portion of the Level 2 Support it is providing to Client is in fact training or Level 1 Support, PDDS reserves the right to bill Client for these services at the Training Rate therefor

2. Single Practice Clients.

2.1. Client shall designate a person or team to act as its Support Contact.

2.2. PDDS shall provide unlimited Level 1 and 2 Support via Client's Support Contact. Support will be provided during PDDS' normal business hours.

2.3. Should PDDS determine (in its sole discretion) that some portion of the Support it is providing to Client is in fact training, PDDS reserves the right to bill Client for these services at the Training Rate therefor.

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EXHIBIT C – DATA CONVERSION

1. Standard Conversion Services. Conversion of historical data included in the bundled Denticon implementation services fee is set forth on the following table. Data and document conversion may not be available for every system, and the compatible data available from each system may vary; the conversion checklist provided by the PDDS sales representative and referenced in the Order contains specific details regarding the data that can and cannot be converted from supported systems.

Standard Conversion History

Transactional Data (prior history, treatments, financial transactions, etc.)	10 years of historical data
Treatment Plans	2 years of historical data
Appointment History	Future appointments plus 30 days prior to go-live

2. Non-Standard Conversion Services. The following items may be considered non-standard and incur additional costs as outlined in the following table. Please see the conversion checklist for specific details regarding the data that can and cannot be converted from supported systems.

Non-Standard Items

Item	**Price**
Perio Charting	$350
Pre-Existing Conditions	$350
Subscriber Information	$350

3. Trial Conversions. PDDS will perform at least one trial conversion to ensure the data was converted accurately from Client's source system. PDDS will provide audit sheets and asks that Client review the data thoroughly to ensure accuracy and identify any requested enhancements. Should issues be identified, additional trials may be necessary to validate results. Additional trial conversions to verify results can be completed with Client approval at an additional cost of $750 per location.

4. Custom Conversion Services. Custom programming to complete enhanced non-standard conversion work (a "**Custom Conversion**") may be accommodated for an additional fee, assuming the data required for the conversion is available and compatible with Denticon. If Client requests a Custom Conversion, the PDDS conversion team will size the request based on the complexity and level of effort, and the Custom Conversion will be priced based on the following table. Work on the Custom Conversion will begin upon Client approval, and changes to the scheduled trial or go-live may be required to accommodate the additional development time.

Custom Conversion Pricing:

Size	**Price**
XS	$350
S	$700

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M	$1,400
L	$3,500
XL	$7,000
XXL	$14,000

PDDS typically re-loads the trial environment after any Custom Conversion. If the Custom Conversion requires a re-trial, an additional trial fee of $750 per location may be applied in addition to the cost of the Custom Conversion. If the client chooses not to pay for a re-trial after a Custom Conversion, or if a request for a Custom Conversion is made so late that a re-trial is not possible, PDDS cannot guarantee accuracy of the converted data for go-live. Some items may not be able to be updated or fixed once the data is loaded into the live environment.

5. Post Go-Live Changes. Clients should review trial data carefully and make any requests for enhancements or corrections during the trial phase. Modifying converted data post go-live significantly increases the complexity and risk to production data, so requests for post go-live changes may not be possible in some cases. Post go-live changes are also significantly more expensive, due to the complexity involved with integrating changes into live data. When permitted, post go-live changes may incur a fee of $750 per location in addition to the fees set forth above.

6. Delivery of Historical Data. PDDS will provide scheduled dates for delivery of Client's historical data for both trial and final data conversions. Late fees or delays to trial or go-live dates may result if Client does not deliver such data by the scheduled date.

7. Rescheduling. A $350 late cancellation or rescheduling fee may apply for trials and/or final data conversions if the scheduled extract or upload is rescheduled less than one week prior to the originally scheduled date.

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EXHIBIT D – IMPLEMENTATION, SETUP, AND TRAINING

1. Standard package includes the setup, implementation, and training hours set forth on the applicable Order.

2. Unused hours included as part of the standard package are non-transferrable and expire once customer go-live is complete.

3. Any additional setup, implementation, and training sessions will be made available upon written request and are subject to charges of $175 per hour.

4. A $175 fee will be billed for any no-show or late cancellation (less than 24-hour notice) of virtual trainings or setup meetings.

5. PDDS understands that unexpected events may result in customer tardiness to a training or setup meeting and will do its best to review all topics in the remaining meeting time. If an extension is needed to ensure all content is covered, then Client will be billed for the additional time at $175 per hour.

6. Virtual go-live support is sold separately at $175 per hour. A minimum purchase of four hours is required.

7. Onsite training and onsite go-live support are sold separately at a fee of $1,500 per eight-hour day, plus travel and related expenses. A two-day minimum is required for each, and the days must be consecutive. Any training time beyond the included 8-hour sessions will be billed at $175 per hour.

8. Upon Client request, onsite go-live prep/gap data entry can be scheduled the day before onsite go-live support and will be charged at a fee of $1,500 per eight-hour day.

9. All onsite training and support must be scheduled at least six weeks in advance. Once an onsite visit is scheduled, any requested changes are subject to availability and changes must be made at least two weeks prior to the scheduled visit. Any cancellations or changes made within two weeks of the scheduled visit will result in fees of $1,500, plus any non-refundable expenses incurred by PDDS.

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EXHIBIT E – AI FEATURES ADDENDUM

If Client has purchased Apteryx XVWeb AI or Apteryx XVWeb AI Integration, the terms of this Exhibit E – AI Features Addendum (““**Addendum**”) will apply to such services. To the extent there is any conflict between this Exhibit E and the Agreement, this Addendum will control. All terms used and not defined herein will have their respective meanings as set forth in the Agreement.

1. AI Features. This Addendum governs Client’s use of the clinical artificial intelligence software functionality and documentation (“**AI Features**”) made available by PDDS under license from the applicable third-party service provider(s) (“**PDDS’ Licensor**”). During the term of this Addendum, PDDS will provide Client with access to the AI Features and deliver to Client through the Services the results of automatic clinical data analysis (the “**Results**”) of digital dental images submitted by Client to the Services (“**Scan(s)**”). For purposes of this Addendum, the Services will include the AI Features and the Data will include the Scan(s).

2. Data License. Client hereby grants to PDDS a limited, worldwide, non-exclusive, royalty-free, fully paid up, non-transferable (except in connection with a permitted assignment of this Addendum) right and license (with right of sublicense to third party service providers in connection with providing the Services) during the term of this Addendum (i) to use, reproduce, host, store, process, transmit, manipulate and display the Data and Results solely in connection with providing the Services to Client; and (ii) to anonymize the Data and Results and aggregate the same with other anonymized data and results such that the identity of Client or any individual cannot be determined or reverse engineered (such anonymized and aggregated data, “**Anonymized Data**”). For clarity, Anonymized Data is not Data.

3. Pilot Subscriptions. Notwithstanding anything to the contrary herein, the warranties, indemnities and other obligations of PDDS and PDDS’ Licensor in the Agreement and this Addendum shall not apply to trials, evaluations or beta functionality of the AI Features, all of which are provided “as is” and “as available.”

4. Client Obligations. In addition to Client’s obligations set forth in the Agreement, Client shall not (and shall require that its Licensed Users do not) and shall not allow any third party to: (i) use the Services for the benefit of any unauthorized third party or for any other purpose not expressly permitted by PDDS or PDDS’ Licensor; (ii) use any robot, spider, scraper or other automated means to access the Services in an unauthorized manner, or engage in any scraping, data-mining, harvesting, data aggregating or indexing of the Services; (iii) create Internet “links” to or from the Services or “frame” or “mirror” any content forming part of the Services, other than on Client’s own intranets or otherwise for its own internal business purposes, or access or search the Services by any means other than the publicly supported interfaces of PDDS and PDDS’ Licensor; (iv) access or use the Services to create a new or competitive product or service or build a new or competitive add-on, module, or enhancement to an existing product or service; or (v) publicly disseminate information regarding the performance of the Services or Results.

5. Term and Termination. The “**Effective Date**” of this Addendum shall be determined (a) as set forth on the applicable Order or (b) if the applicable Order does not specify an effective date, based on the earliest to occur of: (i) the date of first installation of on-premises software (if applicable) or other use of the AI Features; or (ii) sixty (60) days from the date this Addendum is executed. If this determined date occurs from the 1st–15th of the month, the Effective Date shall be the 1st of that month. Should the determined date occur between the 16th-end of month, then the Effective Date shall be the 1st of the following month. This Addendum shall remain in effect for a term commencing on the Effective Date and, unless otherwise set forth on the applicable Order, continuing on a month-

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to-month basis until terminated. Either Party may terminate this Addendum (x) immediately upon notice if the other Party breaches a material term of this Addendum and fails to remedy that breach within five (5) business days after written notice, which may be electronic, from the terminating Party and (y) without cause at any time upon thirty (30) days' written notice. On termination of this Addendum, all rights granted to Client under this Addendum will cease and Client's access to the AI Features may be disabled. Upon termination or expiration of this Addendum, Sections 6 through 9 of this Addendum, and the sections identified in the Agreement as surviving, as incorporated into this Addendum, shall so survive.

6. Data Security. Client acknowledges and agrees that PDDS' Licensor will have no responsibility for errors in transmission, unauthorized third-party access, loss, corruption, destruction, alteration, or unauthorized disclosure of or access to Data which occurs outside of PDDS' Licensor's reasonable control. Client acknowledges and agrees that PDDS' Licensor does not provide an archiving or data backup service. PDDS' Licensor expressly disclaims all other obligations and liability with respect to storage and data backup.

7. Ownership and Feedback. As between PDDS' Licensor and Client, PDDS' Licensor owns all right, title and interest in and to the AI Features, including all intellectual property and other property rights therein, and PDDS' Licensor expressly reserves all rights to the AI Features not expressly granted to Client herein. To the extent Client submits any feedback to PDDS' Licensor with respect to the AI Features or other PDDS' Licensor products or services, Client grants to PDDS' Licensor a worldwide, nonexclusive, royalty-free, fully paid, perpetual, irrevocable, transferable license (with right of sublicense) to use, reproduce, modify, translate, distribute, adapt, translate, publicly perform and display, import, sell, license, offer for sale, make, have made and otherwise commercially exploit the feedback in any form, media, or technology, whether now known or hereafter developed, without restriction or obligation of any kind.

8. **Warranty Disclaimers and Limitation of Liability**.

a. Disclaimers. THE AI FEATURES AND RESULTS ARE PROVIDED "AS-IS" AND PDDS AND PDDS' LICENSOR DO NOT MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT THERETO. PDDS AND PDDS' LICENSOR HEREBY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE AI FEATURES AND RESULTS, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS, AND ANY WARRANTY ARISING THROUGH COURSE OF PERFORMANCE OR USAGE OF TRADE. NEITHER PDDS NOR PDDS' LICENSOR NOR ITS OR THEIR EMPLOYEES, AFFILIATES, SUBSIDIARIES, CONTRACTORS, REPRESENTATIVES OR CONSULTANTS SHALL HAVE ANY RESPONSIBILITY TO CLIENT OR CLIENT'S USERS WHO USE THE AI FEATURES, OR ANY THIRD PARTY, FOR DIAGNOSIS, TREATMENT, OR MEDICAL PROCEDURES OR PRESCRIPTIONS FOR OR WITH RESPECT TO ANY PATIENT, OR OTHER PROVISION OF HEALTH CARE SERVICES. PDDS AND PDDS' LICENSOR DO NOT WARRANT THAT CLIENT'S USE OF THE AI FEATURES WILL BE SECURE, UNINTERRUPTED OR ERROR-FREE, NOR DO PDDS AND PDDS' LICENSOR WARRANT THAT THE RESULTS WILL BE ACCURATE OR RELIABLE. PDDS AND PDDS' LICENSOR DO NOT WARRANT THAT THEY WILL REVIEW THE DATA SUBMITTED TO THE AI FEATURES FOR ACCURACY OR THAT THEY WILL PRESERVE OR MAINTAIN THE DATA WITHOUT LOSS OR CORRUPTION. PDDS AND PDDS' LICENSOR SHALL NOT BE LIABLE FOR THE RESULTS OF ANY COMMUNICATIONS SENT OR ANY COMMUNICATIONS THAT WERE FAILED TO BE SENT USING THE AI FEATURES. PDDS AND PDDS' LICENSOR SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS, THIRD-PARTY PLATFORMS OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF PDDS AND PDDS' LICENSOR. PDDS AND PDDS' LICENSOR EXPRESSLY DISCLAIM

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ANY REPRESENTATIONS OR WARRANTIES THAT CLIENT'S USE OF THE AI FEATURES WILL SATISFY ANY STATUTORY OR REGULATORY OBLIGATIONS, OR WILL ASSIST WITH, GUARANTEE OR OTHERWISE ENSURE COMPLIANCE WITH ANY APPLICABLE LAWS OR REGULATIONS. CLIENT IS SOLELY RESPONSIBLE FOR ENSURING THAT CLIENT'S AND ITS USERS' USE OF AND ACCESS TO THE AI FEATURES IS IN ACCORDANCE WITH APPLICABLE LAW. CLIENT MAY HAVE OTHER STATUTORY RIGHTS, BUT THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE SHORTEST PERIOD PERMITTED BY LAW. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PDDS' AND PDDS' LICENSOR' LIABILITY UNDER ANY IMPLIED OR STATUTORY WARRANTY, CONDITION, TERM, REPRESENTATION, UNDERTAKING OR GUARANTY WHICH CANNOT BE LEGALLY EXCLUDED IS LIMITED IN RESPECT OF THE AI FEATURES. PDDS and PDDS' Licensor are not engaged in the practice of dentistry, and the AI Features and Results provided under this Agreement shall not be considered medical advice. Client acknowledges that the AI Features and any Results are not standalone clinical decision tools. Analytics or Results produced by the AI Features are not intended to be medical advice or instructions for medical diagnosis, treatment or care of persons and are designed to be used in conjunction with other processes and procedures used by Client or its users to provide care to patients under the supervision of appropriate healthcare professionals. The AI Features and Results and analytics derived from use of the AI Features are intended as a reference and a supplement to, and not a substitute for, the knowledge, expertise, skill and judgment of a licensed medical professionals and should not be used to diagnose, treat, cure or prevent medical conditions without supervision of licensed medical professionals and under no circumstances represent the recommendations of PDDS or PDDS' Licensor. Client acknowledges and agrees that the AI Features or Results shall not be used in connection with rendering patient care by anyone other than an appropriately licensed medical professional exercising professional judgment.

b. Limitation of Liability. TO THE FULLEST EXTENT ALLOWED BY LAW, PDDS' LICENSOR WILL NOT BE SUBJECT TO ANY LIABILITY TO CLIENT OR ITS USERS IN CONNECTION WITH THIS ADDENDUM. WITHOUT LIMITING THE FOREGOING, PDDS' LICENSOR SHALL IN NO EVENT BE LIABLE, REGARDLESS OF THE FORM OF ACTION, INCLUDING CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES (WHICH MAY INCLUDE, WITHOUT LIMITATION, LOST PROFITS, REVENUE OR BUSINESS, LOSS OR CORRUPTION OF DATA, LOSS OF USE OR COSTS TO PROCURE SUBSTITUTE GOODS OR SERVICES) ARISING UNDER OR RELATED TO THIS ADDENDUM, EVEN IF IT HAS BEEN ADVISED OF OR COULD HAVE REASONABLY FORESEEN THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS SHALL APPLY NOTWITHSTANDING THAT ANY PROVISION OF THIS ADDENDUM FAILS ITS ESSENTIAL PURPOSE. THE FOREGOING LIMITATIONS ARE CUMULATIVE AND NOT PER INCIDENT AND SHALL APPLY EVEN IF THE NON-BREACHING PARTY'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE

9. Third Parties. PDDS' Licensor is an intended third party beneficiary of this Addendum. Nothing contained in this Addendum is intended to confer upon any person other than the Parties and PDDS' Licensor and their respective successors and permitted assigns, any benefit, right or remedy under or by reason of this Addendum.

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Greetings!

You're about to make a great choice! Thank you for your interest in Apteryx Imaging XVWeb, the leading, cloud-based imaging software by Planet DDS. We're looking forward to partnering with your organization and assisting you with the next steps.

As you know, with XVWeb, your organization will enjoy anytime anywhere cloud access, compatibility with all major imaging hardware and practice management solutions, HIPAA compliant sharing portal, reduced IT costs, and more.

Unlike some of our competitors that lock you into proprietary software or can't perform their own conversions, we're committed to ensuring your success at every step in your customer journey. It's no wonder why Apteryx is the chosen imaging solution of the US Army and Navy, and an estimated 10,000 practices across the country use Apteryx.

In the past 20 years, we've successfully converted over 6,000 practices, migrating from over 100 different systems. In short, you'll be in excellent hands.

Our team of experts is standing by to welcome you and assist you through our implementation, conversion, and training process. Attached, please find an overview of our implementation process as well as your custom invoice.

From our state-of-the art imaging software to best-in-class support, we are deeply invested in ensuring our client's success.

I look forward to partnering with you to help you reach all your organization's goals.

Brittany Luckenbaugh

Brittany Luckenbaugh
Senior Account Executive
bluckenbaugh@planetdds.com
(804) 514-4168

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XVWeb Implementation Overview



01

Kickoff and XVWeb Setup

Let's get started! We will make introductions so you can get to know us and we can learn about you and your practice needs. We will review a timeline and answer all of your implementation questions. It's time to set up your XVWeb account!

02

Initial Conversion

Our trial conversion will give you the opportunity to review and approve the converted data.

Final Differential Conversion

We will capture all new images since the initial conversion.

03

User Training

We offer trainings for all levels of XVWeb users. Our trainings will equip users with skills they need so they can work confidently and effectively within XVWeb.

04

Live-Date and Beyond

Congratulations on joining the XVWeb cloud! Our team is here to ensure a smooth transition on live-date and beyond. Your practice will continue to receive lifetime support through our accounts and customer care teams.

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PDDS Buyer, LLC
17872 Gillette Avenue, Suite 250
Irvine CA 92614

Quote#: Q-111820
Prepared on: Oct 6, 2025
Expires on: Nov 17, 2024

Bill To : , Monterey County Health Department

Sales Person	Phone Number	Email	Payment Method
Brittany Luckenbaugh	(804) 514-4168	bluckenbaugh@planetdds.com	Due Upon Receipt

Annual Subscription Items

Qty	Product	Location	Original Price	Price	Total
1	XVWeb - Pro 3D Location Annual Prepaid (Unlimited) - Annual Subscription	Monterey County Health Department - FQHC Clinics	$4,188.00	$4,188.00	$4,188.00

Annual Subscription Items Total: $4,188.00

Startup and Training Pricing

Qty	Product	Location	Original Price	Price	Total
1	XVWeb - Server Setup - Pro 3D Unlimited		$299.00	$299.00	$299.00
1	XVWeb - Location Setup & Training	Monterey County Health Department - FQHC Clinics	$149.00	$149.00	$149.00
1	Database Upgrade (Apteryx to DCV/XVWeb)	Monterey County Health Department - FQHC Clinics	$295.00	$295.00	$295.00

Total: $743.00

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Proposal Notes:

Billing Schedule:

- Upfront server set-up fees to be billed upon final Agreement
- Subscription billing start date to commence November 1, 2025 regardless of implementation and onboarding status
- Customer to pay for first 12 months of service upfront, including all one-time set up fees, with net 45 terms
- Agreement to renew on an annual basis
- Annual price adjustment capped at 10% for the first two renewals (Year 2 and Year 3)

Additional Notes:

- XVWeb Pro Unlimited 3D includes:
- 2D and 3D imaging
- Unlimited licenses/devices for capturing images
- Unlimited viewing computers
- Unlimited cloud storage for 2D and 3D images
- Telephone technical support
- Software updates

I accept the terms and conditions

1. Who is the Main Point of Contact, that we should work with to schedule the software installation?

   First Name :

   Last Name :

   Email :

   Phone Number :

2. Please enter your preferred XVWeb server name: _____.xvweb.net

   Lowercase letters and numbers only; no spaces or special characters allowed; maximum 32 characters allowed

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BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the "BAA") is made and entered into as of _SaaS Agreement execution date by and between County of Monterey, a political subdivision of the State of California, on behalf o f the County of Monterey Health Department, Clinic Services Bureau ("Covered Entity") and PDDS Buyer, LLC, a Delaware limited liability company d/b/a Planet DDS ("Business Associate"). In this BAA, Covered Entity and Business Associate are each a "Party" and, collectively, are the "Parties".

WHEREAS, Covered Entity is either a "covered entity" or "business associate" of a covered entity as each are defined under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as amended by the HITECH Act (as defined below) and the related regulations promulgated by HHS (as defined below) (collectively, "HIPAA") and, as such, is required to comply with HIPAA's provisions regarding the confidentiality and privacy of Protected Health Information (as defined below);

WHEREAS, the Parties have entered into or will enter into one or more agreements under which Business Associate provides or will provide certain specified services to Covered Entity (collectively, the "Agreement");

WHEREAS, in providing services pursuant to the Agreement, Business Associate will have access to Protected Health Information and will become a "business associate" of the Covered Entity as such term is defined under HIPAA;

WHEREAS, both Parties are committed to complying with all federal and state laws governing the confidentiality and privacy of health information, 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

WHEREAS, both Parties intend to protect the privacy and provide for the security of Protected Health Information disclosed to Business Associate pursuant to the terms of this Agreement, HIPAA and other applicable laws.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and the continued provision of PHI by Covered Entity to Business Associate under the Agreement in reliance on this BAA, the Parties agree as follows:

1. Definitions. For purposes of this BAA, the Parties give the following meaning to each of the terms in this Section 1 below. Any capitalized term used in this BAA, but not otherwise defined, has the meaning given to that term in the Privacy Rule or pertinent law.

(a) "Affiliate" means a subsidiary or affiliate of Covered Entity that is, or has been, considered a covered entity, as defined by HIPAA.

(b) "Breach" means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the Privacy Rule which compromises the security or privacy of the PHI, as defined in 45 CFR §164.402.

(c) "Breach Notification Rule" means the portion of HIPAA set forth in Subpart D of 45 CFR Part 164.

(d) "Data Aggregation" means, with respect to PHI created or received by Business Associate in its capacity as the "business associate" under HIPAA of Covered Entity, the combining of such PHI by

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Business Associate with the PHI received by Business Associate in its capacity as a business associate of one or more other "covered entity" under HIPAA, to permit data analyses that relate to the Health Care Operations (defined below) of the respective covered entities. The meaning of "data aggregation" in this BAA shall be consistent with the meaning given to that term in the Privacy Rule.

(e) "Designated Record Set" has the meaning given to such term under the Privacy Rule, including 45 CFR §164.501.B.

(f) "De-Identify" means to alter the PHI such that the resulting information meets the requirements described in 45 CFR §§164.514(a) and (b).

(g) "Electronic PHI" means any PHI maintained in or transmitted by electronic media as defined in 45 CFR §160.103.

(h) "Health Care Operations" has the meaning given to that term in 45 CFR §164.501.

(i) "HHS**"** means the U.S. Department of Health and Human Services.

(j) "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009, Public Law 111-005.

(k) "Individual" has the same meaning given to that term i in 45 CFR §§164.501 and 160.130 and includes a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

(l) "Privacy Rule" means that portion of HIPAA set forth in 45 CFR Part 160 and Part 164, Subparts A and E.

(m) "Protected Health Information" or "PHI" has the meaning given to the term "protected health information" in 45 CFR §§164.501 and 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

(n) "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.

(o) "Security Rule" means the Security Standards for the Protection of Electronic Health Information provided in 45 CFR Part 160 & Part 164, Subparts A and C.

(p) "Unsecured Protected Health Information" or "Unsecured PHI" means any "protected health information" as defined in 45 CFR §§164.501 and 160.103 that is not rendered unusable, unreadable or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the HHS Secretary in the guidance issued pursuant to the HITECH Act and codified at 42 USC §17932(h).

2. Use and Disclosure of PHI.

(a) Except as otherwise provided in this BAA, Business Associate may use or disclose PHI as reasonably necessary to provide the services described in the Agreement to Covered Entity, and to undertake other activities of Business Associate permitted or required of Business Associate by this BAA or as required by law.

(b) Except as otherwise limited by this BAA or federal or state law, Covered Entity authorizes Business Associate to use the PHI in its possession for the proper management and administration of

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Business Associate's business and to carry out its legal responsibilities. Business Associate may disclose PHI for its proper management and administration, provided that (i) the disclosures are required by law; or (ii) Business Associate obtains, in writing, prior to making any disclosure to a third party (a) reasonable assurances from this third party that the PHI will be held confidential as provided under this BAA and used or further disclosed only as required by law or for the purpose for which it was disclosed to this third party and (b) an agreement from this third party to notify Business Associate immediately of any breaches of the confidentiality of the PHI, to the extent it has knowledge of the breach.

(c) In connection with the performance of the services described in the Agreement to Covered Entity, Business Associate may disclose information, including PHI, to other business associates of Covered Entity. Likewise, Business Associate may use and disclose information, including PHI, received from other business associates of Covered Entity, as if this information was received from, or originated with, Covered Entity.

(d) Business Associate may De-Identify PHI and use or disclose the resulting information as permitted under HIPAA.

(e) Business Associate will not use or disclose PHI in a manner other than as provided in this BAA, as permitted under the Privacy Rule, or as required by law. Business Associate will use or disclose PHI, to the extent practicable, as a limited data set or limited to the minimum necessary amount of PHI to carry out the intended purpose of the use or disclosure, in accordance with Section 13405(b) of the HITECH Act (codified at 42 USC §17935(b)) and any of the act's implementing regulations adopted by HHS, for each use or disclosure of PHI.

(f) Upon request, Business Associate will make available to Covered Entity any of Covered Entity's PHI that Business Associate or any of its agents or subcontractors have in their possession.

(g) Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR §164.502(j)(1).

3. Safeguards Against Misuse of PHI. Business Associate will use appropriate safeguards to prevent the use or disclosure of PHI other than as provided by the Agreement or this BAA and Business Associate agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate agrees to take reasonable steps, including providing adequate training to its employees to ensure compliance with this BAA and to ensure that the actions or omissions of its employees or agents do not cause Business Associate to breach the terms of this BAA.

4. Reporting Disclosures of PHI and Security Incidents. Business Associate will report to Covered Entity in writing (a) any use or disclosure of PHI not provided for by this BAA of which it becomes aware, including Breaches of Unsecured PHI as required by 45 C.F.R. § 164.410, and (b) any Security Incident of which it becomes aware. Business Associate agrees to report any such event within five business days of becoming aware of the event. Notwithstanding the foregoing, Covered Entity is hereby notified, and Business Associate shall have no further obligation to report to Covered Entity, of the occurrence of the following types of Security Incidents: (x) unsuccessful attempts to penetrate computer networks or servers maintained by Business Associate; and (y) immaterial incidents of a routine nature, such as general "pinging" or "denial of service" attacks.

5. Breaches of Unsecured PHI. Business Associate will cooperate with Covered Entity in investigating and determining whether any unauthorized use or disclosure of PHI or Security Incident constitutes a Breach of Unsecured PHI and, if applicable, in preparing appropriate and timely notifications of such Breach as required by Subpart D of 45 CFR §164. Business Associate will reimburse Covered Entity for any costs incurred by it in complying with such requirements as a result of a Breach committed by Business Associate.

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6. **Mitigation of Disclosures of PHI**. Business Associate will take reasonable measures to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of any use or disclosure of PHI by Business Associate or its agents or subcontractors in violation of the requirements of this BAA.

7. **Agreements with Agents or Subcontractors**. Business Associate will ensure that any of its agents or subcontractors that have access to, or to which Business Associate provides, PHI agree in writing to the restrictions and conditions concerning uses and disclosures of PHI contained in this BAA and agree to implement reasonable and appropriate safeguards to protect any Electronic PHI that it creates, receives, maintains or transmits on behalf of Business Associate or, through the Business Associate, Covered Entity. Business Associate shall ensure that all subcontracts and agreements provide the same level of privacy and security as this BAA.

8. **Audit Report.** Upon request, Business Associate will provide Covered Entity, or upstream Business Associate, with a copy of its most recent independent HIPAA compliance report (AT-C 315), HITRUST certification or other mutually agreed upon independent standards based third party audit report. Covered entity agrees not to re-disclose Business Associate's audit report.

9. **Access to PHI by Individuals.**

(a) Upon request, Business Associate agrees to furnish Covered Entity with copies of the PHI maintained by Business Associate in a Designated Record Set in the time and manner designated by Covered Entity to enable Covered Entity to respond to an Individual's request for access to PHI under 45 CFR §164.524.

(b) In the event any Individual or personal representative requests access to the Individual's PHI directly from Business Associate, Business Associate within ten business days, will forward that request to Covered Entity. Any disclosure of, or decision not to disclose, the PHI requested by an Individual or a personal representative and compliance with the requirements applicable to an Individual's right to obtain access to PHI shall be the sole responsibility of Covered Entity.

10. **Amendment of PHI.**

(a) Upon request and instruction from Covered Entity, Business Associate will amend PHI or a record about an Individual in a Designated Record Set that is maintained by, or otherwise within the possession of, Business Associate as directed by Covered Entity in accordance with procedures established by 45 CFR §164.526. Any request by Covered Entity to amend such information will be completed by Business Associate within 15 business days of Covered Entity's request.

(b) In the event that any Individual requests that Business Associate amend such Individual's PHI or record in a Designated Record Set, Business Associate within ten business days will forward this request to Covered Entity. Any amendment of, or decision not to amend, the PHI or record as requested by an Individual and compliance with the requirements applicable to an Individual's right to request an amendment of PHI will be the sole responsibility of Covered Entity.

11. **Accounting of Disclosures**.

(a) Business Associate will document any disclosures of PHI made by it to account for such disclosures as required by 45 CFR §164.528(a). Business Associate also will make available information related to such disclosures as would be required for Covered Entity to respond to a request for an accounting of disclosures in accordance with 45 CFR §164.528. At a minimum, Business Associate will furnish Covered Entity the following with respect to any covered disclosures by Business Associate: (i) the date of disclosure of PHI; (ii) the name of the entity or person who received

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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 the disclosure which includes the basis for such disclosure.

(b) Business Associate will furnish to Covered Entity information collected in accordance with this Section 11, within ten business days after written request by Covered Entity, to permit Covered Entity to make an accounting of disclosures as required by 45 CFR §164.528, or in the event that Covered Entity elects to provide an Individual with a list of its business associates, Business Associate will provide an accounting of its disclosures of PHI upon request of the Individual, if and to the extent that such accounting is required under the HITECH Act or under HHS regulations adopted in connection with the HITECH Act.

(c) In the event an Individual delivers the initial request for an accounting directly to Business Associate, Business Associate will within ten business days forward such request to Covered Entity.

12. Availability of Books and Records. Business Associate will make available its internal practices, books, agreements, records, and policies and procedures relating to the use and disclosure of PHI, upon request, to the Secretary of HHS for purposes of determining Covered Entity's and Business Associate's compliance with HIPAA, and this BAA.

13. Responsibilities of Covered Entity. With regard to the use and/or disclosure of Protected Health Information by Business Associate, Covered Entity agrees to:

(a) Notify Business Associate of any limitation(s) in its notice of privacy practices in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

(b) Notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

(c) Notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(d) 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 HIPAA if done by Covered Entity.

14. Data Ownership. Business Associate's data stewardship does not confer ownership rights on Business Associate with respect to any PHI created, received, maintained or transmitted by it under the Agreement.

15. Term and Termination.

(a) This BAA will become effective on the date first written above and will continue in effect until all obligations of the Parties have been met under the Agreement and under this BAA.

(b) Covered Entity may terminate immediately this BAA, the Agreement, and any other related agreements if Covered Entity makes a determination that Business Associate has breached a material term of this BAA and Business Associate has failed to cure that material breach, to Covered Entity's reasonable satisfaction, within 30 days after written notice from Covered Entity. Covered Entity may report the problem to the Secretary of HHS if termination is not feasible.

(c) If Business Associate determines that Covered Entity has breached a material term of this

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BAA, then Business Associate will provide Covered Entity with written notice of the existence of the breach and shall provide Covered Entity with 30 days to cure the breach. Covered Entity's failure to cure the breach within the 30-day period will be grounds for immediate termination of the Agreement and this BAA by Business Associate. Business Associate may report the breach to HHS.

(d) Upon termination of the Agreement or this BAA for any reason, all PHI maintained by Business Associate will be returned to Covered Entity or destroyed by Business Associate. Business Associate will not retain any copies of such information. This provision will apply to PHI in the possession of Business Associate's agents and subcontractors. If such return or destruction of the PHI is not feasible, in Business Associate's reasonable judgment, Business Associate will extend the protections of this BAA to such information for as long as Business Associate retains such information and will limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible. The Parties understand that this Section 15.(d) will survive any termination of this BAA.

16. Effect of BAA.

(a) This BAA is a part of and subject to the terms of the Agreement. In the event of any inconsistency between the provisions of this BAA and the Agreement, the provisions of the Agreement shall control unless it would result in a violation of HIPAA, in which case this BAA shall control. In the event of inconsistency between the provisions of this BAA and mandatory provisions of the Privacy Rule, the Security Rule or the HITECH Act, as amended, or their interpretation by any court or regulatory agency with authority over Business Associate or Covered Entity, such interpretation shall control. Where provisions of this BAA are different from those mandated in the Privacy Rule, the Security Rule, or the HITECH Act, but are nonetheless permitted by such rules as interpreted by courts or agencies, the provisions of this BAA shall control.

(b) Except as expressly stated in this BAA or as provided by law, this BAA will not create any rights in favor of any third party.

17. Regulatory References. A reference in this BAA to a section in HIPAA means the section as in effect or as amended at the time.

18. Notices. All notices, requests and demands or other communications to be given to a Party under this BAA shall be provided in writing to such Party's address set forth in the signature block below, or to such other address as may be designated by such Party by notice to the other Party, and shall reference this BAA.

19. Amendments and Waiver. Upon the effective date of any federal statute or regulation amending or expanding HIPAA that is applicable to this BAA, this BAA shall be deemed automatically amended to the extent necessary for the obligations imposed on Covered Entity and Business Associate herein to remain in compliance with HIPAA, as so amended or expanded. Except as provided in the preceding sentence, this BAA may not be modified, nor will any provision be waived or amended, except in 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.

IN WITNESS WHEREOF, Covered Entity and Business Associate execute this BAA effective as of the date first written above.

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The terms of this form and the services provided hereunder shall be governed by the Software-as-a-Service Agreement ("the Agreement") to which this Order is attached.

Payment type:

Credit Card Information:

Name:

Card Number:

Expiration
Month & Year:

Bank Information:

Account Name:

Account Number:

Routing Number:

Billing Email:

Same as billing address:

Billing Address:

Street:

City:

State:

Zip Code:

Country:

Shipping Address:

Street:

City:

State:

Zip Code:

Country:

Planet DDS:

By:

Print Name: Mike Huffaker

Its: Chief Revenue Officer

Date: 10/6/2025

Client:

By:

Print Name:

Its:

Date:

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COUNTY OF MONTEREY

STANDARD LEASE AGREEMENT

LEASED PREMISES:	**559 E. Alisal Street, Suites 106, 107, 108 and 200, Salinas, California 93905**
DEPARTMENT:	**County of Monterey Health Department**
LESSOR:	**San Jose Ave Apartments LLC, c/o Khosrow Haghshenas 200 Lee Road, Watsonville, CA 95076**

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COUNTY OF MONTEREY
STANDARD LEASE AGREEMENT

PREAMBLE

THIS LEASE ("Lease") is made by and between **San Jose Ave Appartments LLC,** ("LESSOR") and the **COUNTY OF MONTEREY,** a political subdivision of the State of California ("LESSEE") (sometimes collectively referred to as "the parties"), for the Department of Health as of the last date opposite the respective signatures below, and effective as of the "Lease Commencement Date" as defined in ARTICLE 2, Section 2.1 "Lease Term", below. Following this series of amendments, Lease Agreement No. A-12690, originally dated April 29, 2015, subsequently amended on June 09, 2020, further amended on October 22, 2021, again amended on June 8th, 2023, and most recently amended on February 10, 2024, is hereby replaced by this LEASE and shall terminate on the effective date of this LEASE.

Whereas, the parties understand and agree that the following Lease Exhibits are attached and incorporated by this reference:

EXHIBIT A1	DESCRIPTION OF PREMISES
EXHIBIT A2	PARKING PLAN
EXHIBIT B	STATEMENT OF SEISMIC ADEQUACY
EXHIBIT B-1	EVIDENCE OF CONSTRUCTION
EXHIBIT C	AMORTIZED PREMISE IMPROVEMENT COSTS
EXHIBIT C-1	PREMISE IMPROVEMENT
EXHIBIT C-2	PREMISE IMPROVEMENT PLANS AND SPECIFICATIONS
EXHIBIT C-3	PREMISE IMPROVEMENT COSTS
EXHIBIT C-4	CONSTRUCTION SCHEDULE
EXHIBIT C-5	REMEDIATION CONTRACTOR SPECIFICATIONS
EXHIBIT C-6	COUNTY OF MONTEREY INFORMATION TECHNOLOGY CABLING STANDARDS
EXHIBIT D	SUMMARY OF SERVICES AND UTILITIES
EXHIBIT E	SUMMARY OF REPAIR AND MAINTENANCE RESPONSIBILITIES
EXHIBIT F	SERVICE CONTACT LIST
EXHIBIT G	CUSTODIAL SERVICE SPECIFICATIONS
EXHIBIT H	CALIFORNIA PROPOSITION 65 WARNING

LESSOR and LESSEE hereby agree as follows:

ARTICLE 1 - PREMISES

1.1 ***Description:*** LESSOR hereby leases to LESSEE and LESSEE hereby leases from LESSOR, upon the terms and conditions herein set forth, that certain real property and its appurtenances, situated at **559 East Alisal Street, Suites 106, 107, 108 and 200, Salinas, California 93905** (the "Building") and described as follows: Clinic and medical offices consisting of approximately 12,986 square feet of space (797 rentable square feet in Suite 106, 320 rentable square feet in 107, 905 rentable square feet in Suite 108, and 10,964 rentable square in Suite 200), as designated in **EXHIBIT A1– DESCRIPTION OF PREMISES - Current Basic Floor Plan**, attached and incorporated by this reference (hereinafter, "the Premises"). The term "rentable square feet" shall mean the "Rentable Area" of the Premises as calculated pursuant to the Building Owners and Managers Association International's Office Buildings: Standard Methods of Measurement (ANSI/BOMA Z65.1, 2010). The Premises constitutes one hundred percent (100%) of the total rentable space of the building.

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1.2 ***Common Areas:*** LESSEE shall also have the non-exclusive right to use at all times, in common with other tenants in the Building, any and all of the following areas which may be appurtenant to the Premises: Common entrances, lobbies, corridors, hallways, elevators, stairways and access ways, loading and unloading areas, visitor parking areas, ramps, drives, platforms, public rest rooms, common walkways and sidewalks necessary for access to the Premises.

1.3 ***Parking Areas:*** Parking facilities include both a parking garage and exterior parking. LESSEE shall have the exclusive right to use the parking garage except for three (3) parking spaces for LESSOR'S use on a "first come-first serve" basis. LESSEE shall have the non-exclusive right to use all other available parking on-site. Exclusive and nonexclusive parking areas to be further designated in **EXHIBIT A2 – PARKING PLAN**, which is attached and incorporated herein. LESSOR shall be responsible for security and proper ingress and egress of parking garage. At its sole cost and expense, LESSOR shall install and maintain such security systems and take all reasonable measures as are necessary to assure controlled access. Such systems or measures shall include, but not limited to the installation and maintenance of gates and/or other access control devices. The security system and controlled access to parking garage shall be subject to written approval of LESSEE. Such approval of security plans and controlled access to parking garage by LESSEE shall not be unreasonably withheld.

1.4 ***Compliance with the "Americans with Disabilities Act of 1990" (ADA):*** LESSOR shall ensure that the Premises are in compliance with the Americans with Disabilities Act of 1990 ("ADA"), as amended, and, if necessary, prior to the Commencement Date, shall modify the Premises to comply with the Act and the regulations promulgated to implement the ADA requirement.

1.5 ***Compliance with "No Smoking Law" (2003 Assembly Bill 846):*** LESSOR shall ensure that the Premises and the Common Areas are in compliance with Government Code Title 1, Division 7, Chapter 32 (commencing with Section 7596), as amended, and, if necessary, prior to the Commencement Date, shall modify the same to comply with the law and the regulations promulgated to implement 2003 Assembly Bill 846.

1.6 ***Statement of Seismic Adequacy***: Prior to the Lease Commencement Date specified in Section 2.1 below, LESSOR shall provide either; **1)** If the Premises are contained in a building constructed on or before December 31, 1972, or one of which has undergone major structural renovation since January 1, 1973, the LESSOR shall obtain a Statement of Seismic Adequacy for the Premises by a licensed structural engineer and it shall be attached to this Lease as **EXHIBIT B – STATEMENT OF SEISMIC ADEQUACY,** which is attached and incorporated herein by this reference. Or, **2)** If the Premises are contained in a building constructed on or after January 1, 1973, LESSOR shall provide LESSEE with official documentation evidencing the Construction Date from the respective Municipality's, or Political Subdivision's Building Department with jurisdiction over the Premises at the time of construction. If the Premises are contained in a building constructed on or after January 1, 1973, official documentation from said Municipality or Political Subdivision of the State of California shall be attached as **EXHIBIT B-1 – EVIDENCE OF CONSTRUCTION,** and incorporated by this reference. The Parties understand and agree that the Statement of Seismic Adequacy, or Evidence of Construction is a condition precedent to the occupancy of the Premises and that failure to obtain said Statement of Seismic Adequacy by a licensed structural engineer, or a functional equivalent by a licensed design professional acceptable to the County, prior to occupancy shall render this Lease null and void.

ARTICLE 2 - TERM

2.1 ***Lease Term:*** The term of this Lease (the "Lease Term") shall be ten (10) years, commencing on December 1st, 2025 or upon issuance of a certificate of occupancy from the City of Salinas and LESSEE'S final walk through and approval of all Premise Improvements, whichever is later, ("Lease Commencement

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Date"), and ending November 30, 2035 or Ten (10) years from Lease Commencement Date, whichever is later (the "Stated Expiration Date"), with such rights of termination and extension of the Lease Term as are hereinafter set forth. In the event that the Premise Improvements are not certified as complete within one-hundred twenty (120) days from the agreed-upon schedule for construction of Premise Improvements, County may terminate this agreement. Within thirty (30) days of the occurrence of the Lease Commencement Date, LESSEE and LESSOR shall execute a side letter agreement confirming the actual Lease Commencement Date and Stated Expiration Date for this Lease.

2.2 ***Extended Term:*** Upon completion of the initial Lease Term, the LESSEE may renew the Lease for two (2) additional **Three (3) year terms** ("First Extended Term"), and upon the expiration of the First Extended Term, the LESSEE may renew the Lease for a second additional **Three (3) year term** ("Second Extended Term"), in each case by giving LESSOR advance written notice of its intent to renew one hundred fifty (150) days prior to expiration of the initial Lease Term or First Extended Term, as applicable.

2.3 ***Monthly Rent Limit:*** LESSOR and LESSEE agree that the monthly rent of any extended term shall be no more than Ninety Five percent (95%) of the then current market "Gross Lease" rents for *similar office space* in the Salinas, California area. As it pertains to this Lease, "Gross Lease" shall mean that the LESSOR will be responsible to pay for the general maintenance and repair, elevator maintenance and repair, property taxes and assessments, insurances (Real Property and lessor's risk liability), utilities and Common Area expenses out of the monthly rent paid by the LESSEE for the Premises and LESSEE shall not pay any additional rent therefor. In the event that LESSOR and LESSEE are unable to agree upon the then current market Gross Lease rents for the Premises within thirty (30) days of LESSEE'S delivery of its intent to renew this Lease as described in ARTICLE 2.2, LESSOR and LESSEE shall submit the determination of the then current market Gross Lease rent to arbitration.

ARTICLE 3 - RENT

In consideration of the continuing right of use, quiet enjoyment and possession of the Premises, LESSEE shall pay to LESSOR as monthly rent for the Premises the initial sum of Thirty-four thousand one hundred sixty and 57/100 ($34,160.57) as it may be adjusted as provided in this Lease, "Monthly Rent"), payable on or before the first day of each month. Subject to the immediately following paragraph, LESSEE shall commence rental payments upon the Lease Commencement Date. If the Lease Commencement Date is other than the first day of a calendar month, then the Monthly Rent for that month shall be prorated on a daily basis, based on a thirty (30) day month. Monthly Rent shall be payable to LESSOR at the address specified in ARTICLE 6 or at such other address as LESSOR may from time to time designate in writing. Monthly Rent is inclusive of, among other things, LESSEE'S share of real estate taxes, assessments, insurances (Real Property and lessor's risk liability), and Monterey Regional Water Pollution Control Agency (MRWPCA) fee for the Premises. *Initial rent is computed as follow: Base rent of $2.25 per square foot per month for* clinic and medical offices, *plus a cost not to exceed $0.38 per square foot for amoritized Premise Improvement Allowance payment.*]

It is hereby agreed that the Monthly Rent stated above is subject to adjustment, as provided in this Lease, and that the cost of any Premise Improvements requested by LESSEE pursuant to ARTICLE 7.2 below, will be paid in accordance with **EXHIBIT C –PREMISE IMPROVEMENT COSTS** that will be attached to this Lease Agreement upon completion of such LESSEE requested Premise Improvements and incorporated by this reference.

ARTICLE 4 – ANNUAL RENT ADJUSTMENT

At the end of each Year during the initial Lease Term or any Extended Term, the Monthly Rent (excluding any amortized Premise Improvement payments pursuant to ARTICLE 7.2) shall be increased by the fixed amount of **two and one half (2.5%)** (so that, for example, the Monthly Rent payable during the second Lease

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Year shall be equal to **102.5%** of the Monthly Rent payable during the first Lease Year). A "Lease Year" shall mean each consecutive twelve-month (12-month) period during the initial Lease Term or Extended Term, as applicable; provided, however, that (a) the first Lease Year commences on the Lease Commencement Date as provided in ARTICLE 2, Section 2.1 above, or the first day of the Extended Term as provided in ARTICLE 2, Section 2.2 above, as applicable, and ends on the last day of the twelfth calendar month thereafter; (b) the second and each succeeding Lease Year commences on the first day of the next calendar month; and (c) the last Lease Year ends on the Stated Expiration Date as provided in Section 2.1 above, or the last day of the Extended Term as provided in Section 2.2 above, as applicable, or earlier date of termination.

Annual Rent Schedule
[To be added upon occupancy ("Lease Commencement Date)]

ARTICLE 5 - TERMINATION BY COUNTY

Notwithstanding any other provisions of this Lease, LESSEE, at its sole option, may terminate this Lease upon one hundred and eighty (180) days written notice, solely on the condition that funds have not been budgeted for leasing of the property described herein. Such termination shall be without penalty to LESSEE except as identified below. Such right of termination shall not be construed so as to permit LESSEE to terminate this Lease in order to lease other premises for a similar purpose within the City of Salinas. LESSEE represents that its intent is not to exercise its rights under this ARTICLE unless financial conditions prevent the Monterey County Board of Supervisors from budgeting funds for this Lease.

Notwithstanding the aforementioned, in the event LESSEE terminates this Lease pursuant to this section, LESSEE shall pay within sixty (60) days all unpaid Premise Improvement Allowance.

ARTICLE 6 - NOTICES

All notices or correspondence provided for herein shall be effective only when made in writing, personally delivered or deposited in the United States mail, sent certified, postage prepaid, and addressed as follows:

To LESSOR:	San Jose Apartments Ave. LLC. c/o Khosrow Hagshenas 200 Lee Road, Watsonville, California 95076 Phone: 831-724-6630 E-Mail: pvchevron200@att.net	To LESSEE:	County of Monterey Public Works, Facilities and Parks c/o Real Property Specialist 1441 Schilling Place, South Bldg.,2nd Floor Salinas, California 93901 Phone: 831-755-4859 Fax 831-755-4688 Email: salcidog@countyofmonterey.gov

And:

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County of Monterey
Health Department
Facilities Manager
1270 Natividad Rd.
Salinas, California 93906
Phone: 831-755-4513
leventonc@countyofmonterey.gov

Rent payments to LESSOR shall be made to (need not be sent certified) **San Jose Ave Apartments Ave. LLC.**, at the address listed above.

Any notice or correspondence shall be deemed delivered upon personal delivery or five (5) days after notice is mailed. Correspondence other than notices may be given by phone, regular mail, email or facsimile. Any correspondence sent by facsimile shall also be sent by United States mail if requested by either party. By written notice to the other, either party may change its own mailing address or correspondence information.

LESSOR or LESSOR'S designated property management company shall be available to LESSEE by phone during regular business hours, and for emergencies after hours and weekends. If applicable, LESSOR or LESSOR'S designated property management company shall subscribe to a 24-hour, 7 days a week emergency answering service that maintains contact phone numbers of key personnel or maintenance/service companies in the event of an emergency. **Emergency answering service phone number for LESSOR is 831-970-7570.**

LESSEE shall be available to LESSOR, by phone during regular business hours, and for emergencies after hours and on weekends. LESSEE shall subscribe to a 24-hour, 7 days a week emergency answering service that maintains contact phone numbers of key personnel or maintenance/service companies in the event of an emergency. **Emergency answering service phone number for LESSEE is 831-212-0378.**

If applicable, LESSOR'S designated property management company shall be vested with such power and authority as is reasonably necessary or incidental to the performance of this Lease and the accomplishment of its purpose.

ARTICLE 7 - PREMISE IMPROVEMENTS

7.1 ***Premise Improvements:*** If requested by LESSEE at any time during the Lease Term or any Extended Term, LESSOR shall construct improvements to and make installations in the Premises (collectively "Premise Improvements") in accordance with plans and specifications to be approved by LESSEE and LESSOR ("Plans and Specifications"), and in accordance with those provisions which describe construction, set forth in **EXHIBIT C-1 - PREMISE IMPROVEMENT, EXHIBIT C-2 – PREMISE IMPROVEMENT PLANS AND SPECIFICATIONS, EXHIBIT C-3 – PREMISE IMPROVEMENT COSTS, EXHIBIT C-4 – CONSTRUCTION SCHEDULE, EXHIBIT C-5 – REMEDIATION CONTRACTOR SPECIFICATIONS AND EXHIBIT C-6 – COUNTY OF MONTEREY INFORMATION TECHNOLOGY CABLING STANDARDS** attached and incorporated by this reference.

7.2 ***Cost of Premise Improvements:*** If requested by LESSEE at any time during the Lease Term or any Extended Term, LESSOR shall provide, as an allowance to LESSEE for Premise Improvements to be constructed by LESSOR, an amount up to, but which shall not exceed, **Five hundred ninety-eight thousand two hundred twenty-five and 00/100 dollars**, ($598,225.00) ("Premise Improvement Allowance"). The Premise Improvement Allowance is calculated as follows: Amortized Premise Improvement Costs of $455,380; Contingency costs of $142,845.

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Subject to the State constitutional debt limitation provisions, LESSEE shall have the option to reimburse LESSOR for the Premise Improvement Allowance within sixty (60) days of receipt from LESSOR, or request that LESSOR amortize the Premise Improvement Allowance at a rate of five and half percent **(5.5%)** over ten (10) year term. Said amortized amount shall be paid monthly, concurrently with the Monthly Rent hereunder, as compensation to LESSOR for the Premise Improvement Allowance and be paid in accordance with an amortized Premise Improvement cost schedule to be attached to this Lease as **EXHIBIT C-AMORTIZED PREMISE IMPROVEMENT COSTS.** Once the Premise Improvement Allowance has been completely amortized over the Lease Term or any Extended Term as indicated in **EXHIBIT C**, LESSEE'S obligation to pay such additional Allowance shall terminate.

Additionally, LESSEE shall have the option to reimburse LESSOR with a one-time lump sum payment for contingency costs. Subject to the State and constitutional debt limitations provisions, LESSEE shall reimburse LESSOR for the contingency costs within sixty (60) days upon Premise Improvement completion, subject to approval of the Health Department Facilities Manager. Contingency funds shall be used only upon the mutual written agreement of the LESSOR and LESSEE and shall be applied to address unforeseen conditions or circumstances arising from improvements to the Premises.

No furniture or equipment items/cost shall be included in the Premise Improvement Allowance. LESSOR and LESSEE shall agree upon all Premise Improvement costs (presented in itemized format) and the construction schedule for the Premise Improvements (presented in an itemized and sequential format) prior to commencement of construction of the Premise Improvements. Premise Improvement costs shall include costs associated with architectural, engineering, building permits and fees, inspections and signage.

7.3 ***Premise Improvement Warranties***: LESSOR warrants to LESSEE that all materials and equipment furnished by LESSOR in its improvement of the Premises shall be new unless otherwise specified in the Plans and Specifications, and that all of LESSOR'S work to be performed under the Plans and Specifications shall be of good and workmanlike quality, free from faults and defects, and in accordance with the final requirements of **EXHIBIT C-1 - PREMISE IMPROVEMENT PLANS AND SPECIFICATIONS**. Any of LESSOR'S work not conforming to the above standards shall be considered defective.

For one (1) year after the date of substantial completion of Premise Improvements, LESSOR shall, following written notice from LESSEE, promptly, unconditionally and at LESSOR'S sole cost and expense, make any repair, replacement, correction or other alteration of any nature necessary by virtue of any defective construction of the Premises or defective materials used therein. Thereafter, LESSOR shall promptly make or cause to be made all repairs, replacements, corrections or alterations, at no expense to LESSEE, to correct latent defects in the Premises.

ARTICLE 8 - NOTICE OF COMPLETION

If applicable, LESSOR will ensure that a properly prepared Notice of Completion is filed with the County Clerk-Recorder's Office on all construction and remodeling work performed as a result of this Lease. The Notice of Completion form is to be filed within ten (10) working days after the LESSOR and the LESSEE have concurred that the construction is complete. LESSOR shall forward a copy of the recorded Notice of Completion to LESSEE within five (5) days of recordation.

ARTICLE 9 - PUBLIC WORKS LAWS

Pursuant to California Labor Code Section 1720.2, any construction work done under private contract to improve the space to be leased by the County of Monterey for government services may be considered a 'public work' when all of the following conditions exist: a) The construction contract is between private

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persons. (b) The property subject to the construction contract is privately owned, but upon completion of the construction work, more than 50 percent of the assignable square feet of the property is leased to the state or a political subdivision for its use. (c) Either of the following conditions exists: (1) the lease agreement between the lessor and the state or political subdivision, as lessee, was entered into prior to the construction contract. (2) The construction work is performed according to plans, specifications, or criteria furnished by the state or political subdivision, and the lease agreement between the lessor and the state or political subdivision, as lessee, is entered into during, or upon completion of, the construction work.

If applicable, LESSOR shall comply with provisions of law governing public works including, without limitation, California Labor Code Sections 1773, 1773.2, 1773.3, 1773.8, 1775 (payment of prevailing wages), 1776 (payroll records), and 1777.5 (employment of apprentices) as may be amended from time to time.

ARTICLE 10 - TIME LIMIT AND PRIOR TENANCY

It shall be LESSOR'S responsibility to remove any prior LESSEE in the Premises at LESSOR'S sole cost and expense.

ARTICLE 11 - USE

11.1 ***Use:*** LESSEE shall use the Premises for **clinic and medical office** purposes and for no other purpose without first having obtained LESSOR'S advanced written consent.

11.2 ***Compliance with Laws:*** LESSOR represents and warrants to LESSEE that, to the best of LESSOR'S knowledge, the construction (including all LESSOR-constructed Premise Improvements), the current and proposed uses, and the operation of the Premises and the Common Areas are in full compliance with applicable building and seismic codes, environmental, zoning and land use laws, and other applicable local, state and federal laws, regulations and ordinances. LESSOR absolves LESSEE of legal or other responsibility for any code violations or other deviations from applicable local, state and federal laws, regulations and ordinances as may be listed above. Said absolution excludes LESSEE installed improvements to the Premises such as phone/data cabling, support equipment, trade fixtures, and any other equipment installed by LESSEE and used to meet LESSEE'S operational needs.

11.3 ***Hazardous Substances:*** LESSEE shall have no liability or responsibility for toxic or hazardous materials or substances in existence on the Premises or which result from LESSOR'S acts or omissions or which occur on any portion of LESSOR'S property not occupied by LESSEE, in each case unless, and only to the extent, caused by LESSEE. LESSOR will comply with all applicable laws concerning the handling and removal of any hazardous materials, including asbestos or polychlorinated biphenyl (PCB) containing materials. LESSOR warrants, to the best of LESSOR'S actual knowledge, that at the time of execution of this Lease, there are no known areas on LESSOR'S property where hazardous or toxic materials or substances (including asbestos or PCBs) have been used, stored, or deposited. Nothing in this Lease shall be taken as LESSEE'S assumption of any duty or liability not otherwise imposed by law.

11.4 ***Environmental Hazards – Remediation Contractor Specifications:*** LESSOR hereby warrants and guarantees that the Premises and Common Areas will be maintained free of all Environmental Hazards (including hazards related to asbestos, leads, toxic mold spores or PCBs) and agrees to survey, test, and abate as applicable and in accordance with Environmental Protection Agency ("EPA") guidelines. A qualified industrial hygienist approved by LESSOR and LESSEE shall perform all testing and development of an abatement work plan as deemed necessary, with the test results/reports/plans forwarded to LESSOR and LESSEE upon completion. LESSOR further agrees to contract with a qualified remediation contractor to provide remediation services as specified in **EXHIBIT C-5** –

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REMEDIATION CONTRACTOR SPECIFICATIONS on an as needed basis. LESSOR specifically agrees that any costs related to abatement of Environmental Hazards shall be the LESSOR'S responsibility unless, and only to the extent, caused by LESSEE, its agents, employees, invitees or guests.

LESSEE shall immediately notify LESSOR of any suspected appearance of toxic mold spores and of any conditions (such as excessive moisture) that may lead to the appearance of toxic mold spores, and LESSOR agrees to investigate same.

LESSEE may request that LESSOR hire a qualified industrial hygienist, approved by LESSOR and LESSEE, to perform indoor air quality testing/surveying for the Premises and the Common Areas of the building as described in **Article 1.2** with the understanding that if test results reveal that unacceptable levels (as determined by EPA guidelines) of Environmental Hazards are not present, LESSEE will reimburse LESSOR the cost of the testing within thirty (30) day of receipt of the County Auditor-Controller's receipt of a County approved invoice from LESSOR. By providing for and requesting air quality testing, LESSOR'S duties and obligations are not diminished and LESSEE does not assume or agree to share in LESSOR'S duties and obligations in respect of maintenance of the Premises.

ARTICLE 12 - SIGNS AND FIXTURES

LESSEE may place such signs and advertisements upon the Premises as LESSEE may desire, subject to compliance with applicable law and approval by the LESSOR which consent shall not be unreasonably withheld provided, however, that at the expiration of the term hereof or any renewal or extension of this Lease, LESSEE will remove said signs and will repair any damage caused by such removal, such repair shall be reasonably determined at the sole discretion of LESSOR. Any trade fixtures, equipment, furniture, demountable walls, and other movable personal property installed in the Premises by and at the expense of the LESSEE shall remain the property of the LESSEE, and the LESSOR agrees that the LESSEE shall have the right at any time, and from time to time, to remove any and all of its trade fixtures, equipment and other movable personal property which it may have stored or installed in the Premises, provided that LESSEE repairs any damage caused by such removal, such repair shall be reasonably determined at the sole discretion of LESSOR. The LESSOR agrees not to mortgage or pledge the LESSEE'S trade fixtures, equipment and other property.

ARTICLE 13 - SERVICES AND UTILITIES

Services and utilities for the Premises shall be furnished and the cost borne as outlined in **EXHIBIT D – SUMMARY OF SERVICES AND UTILITIES** attached and incorporated by this reference. In the event of failure by LESSOR to furnish, in a satisfactory manner, any of the services and utilities to the Premises for which LESSOR is responsible or to the Common Areas, LESSEE may furnish the same if LESSOR has not undertaken to correct such failure within fifteen (15) days after written notice, and, in addition to any other remedy LESSEE may have, LESSEE may deduct the amount thereof, including LESSEE'S service costs, from rent or other remuneration due LESSOR hereunder. As stated in **EXHIBIT D**, the term "adequate" shall mean sufficient enough to ensure the health, safety and general well-being of the occupants or invitees of the Premises; the term "deemed necessary" shall mean that LESSOR and LESSEE are in agreement that appropriate action needs to be taken to ensure the health, safety and general well-being of the occupants and or invitees of the Premises.

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ARTICLE 14 - REPAIR AND MAINTENANCE

14.1 ***LESSOR and LESSEE Obligations:*** The respective repair and maintenance responsibilities of LESSOR and LESSEE are set forth in **EXHIBIT E – SUMMARY OF REPAIR AND MAINTENANCE RESPONSIBILITIES,** attached and incorporated by this reference. As stated in **EXHIBIT E**, the term "deemed necessary" shall mean that LESSOR and LESSEE are in agreement that appropriate action needs to be taken to ensure the health, safety and general well-being of the occupants and or invitees of the Premises.

14.2 ***Negligent Acts or Omissions of LESSEE:*** Notwithstanding the foregoing, LESSEE will pay to LESSOR the reasonable cost of any repairs or maintenance as a direct result of the negligence or willful misconduct of LESSEE, its agents, employees, invitees or guests. Negligent acts or omissions shall include, but not be limited to, acts of vandalism, lack of cleanliness, and any other negligent act or omission that may be reasonably interpreted and agreed upon by mutual agreement between LESSOR and LESSEE.

14.3 ***Failure of LESSOR to Make Repairs:*** If LESSOR fails to maintain the Premises or to make the repairs required in this ARTICLE within the time periods as specified in ARTICLE 23.1, LESSEE may perform such maintenance or make such repairs at its expense and deduct the reasonable cost thereof from the rent due hereunder.

LESSOR agrees to perform all emergency repairs involving the Premises and the Common Areas with the utmost urgency. An emergency repair is a repair that is necessary in order to protect health and safety of persons or public property or to save the building's integrity. LESSEE agrees to make a diligent effort to contact LESSOR before it uses responsible judgment to contact the appropriate vendor identified in **EXHIBIT F – SERVICE CONTACT LIST** attached hereto and incorporated by this reference, to perform emergency repair to protect health and safety of persons or public property or to save the building's integrity.

14.4 ***LESSOR/LESSEE Obligations in Applying Noxious Substances:*** LESSOR, its officers, employees, and agents shall not apply or install any substance as part of any building construction, remodel, renovation, maintenance or repair which would cause an injurious, unsafe or hazardous condition to occupied spaces without prior notification of the LESSEE. Prior notification and approval shall be made at least forty eight (48) hours prior to the desired application or installation time to the LESSEE as identified under ARTICLE 6. Also, a Product Safety Data Sheet shall be furnished by the proposed applicator or installer to the LESSEE. Examples of such substances or materials may include, but are not limited to, the following:

a. Termite Control Materials
b. Pesticides
c. Paint (excluding routine minor touch up in the common areas)
d. Water Treatment Chemicals
e. Carpeting, Pressed Wood Products, Insulation, Plastics and Glues
f. Texture and Joint Compounds
g. Roofing Material
h. Construction Cleaning Solutions
i. Any other substance that is or could be construed as hazardous (excluding common janitorial cleaning supplies)

In the event of any building construction, remodel, renovation, maintenance or repair to the Premises or other areas to the building which the Premises is a part of, LESSOR, to the best of LESSOR'S ability, shall exercise precautionary and protective measures to ensure the health, safety and

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general wellbeing of the occupants and or invitees of the Premises. Examples of precautionary and protective measures may include, but may not be limited to:

a. Isolating or disconnecting heating ventilation and air-conditioning (HVAC) systems.
b. Performing work on the weekends and/or outside normal business hours.
c. Installing appropriate plastic containment systems for egress and egress to and from the building construction, remodel, renovation, maintenance or repair area.
d. Using a HEPA vacuum to clean up dust and debris from the Premises after work is done.
e. Compliance with U.S. Department of Labor, Occupational Safety and Health Administration (OSHA) and State of California, Department of Industrial Relations, Division of Occupational Safety and Health (Cal/OSHA) regulations.

No activities shall be taken (or failed to be taken) that would violate any Federal or Cal Occupational Safety and Health Administration (OSHA) standards.

ARTICLE 15 - SERVICE COMPANIES

Within ten (10) days after occupancy of the Premises by LESSEE, LESSOR shall give LESSEE a list (see **EXHIBIT F**) of the names, addresses and telephone numbers of any agencies or persons convenient to LESSEE as a local source of service with regard to LESSOR'S responsibilities under **EXHIBIT D** and **EXHIBIT E** of this Lease. If LESSOR fails to provide such list, LESSEE may choose service companies as needed and without penalty from LESSOR and shall have the right to offset the cost of such services as provided in ARTICLE 14.3.

ARTICLE 16 - ALTERATIONS, MECHANICS' LIENS

16.1 ***Alterations:*** Except for the Premise Improvements, no alterations or improvements shall be made to the Premises by LESSEE or at LESSEE'S request without the prior written consent of LESSOR, which consent shall not be unreasonably withheld.

16.2 ***Condition at Termination:*** Upon termination of this Lease, LESSEE shall return the Premises in the same condition as when delivered to LESSEE, reasonable wear and tear, and damage by casualty or condemnation, and alterations approved by LESSOR excepted.

16.3 ***Mechanic's Liens:*** LESSOR and LESSEE shall keep the Premises free from any liens arising out of any work performed by, materials furnished to, or obligations incurred by such party.

ARTICLE 17 - ASSIGNMENT AND SUBLETTING

LESSEE shall not assign or sublet all or any portion of the Premises without the prior written consent of LESSOR, which consent shall not be unreasonably withheld. Subletting shall be subject to use or uses stated in **Article 11.**

ARTICLE 18 - ENTRY BY LESSOR

LESSEE shall permit LESSOR and LESSOR'S agents to enter the Premises, with reasonable advance notice (except in the case of emergency that threatens the integrity of the building), provided such entry is made in a reasonable manner and does not unreasonably interfere with the conduct of LESSEE'S business. Such entry shall also be done in accordance with ARTICLE 30.7 of this Lease. In effecting any entry into the Premises,

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LESSOR and its agents shall exercise all possible care to preserve and maintain the confidentiality of any records and information, consistent with state and federal privacy laws relating to private and medical information, and including protection of the privacy of clients and patients.

ARTICLE 19 - INSURANCE AND INDEMNIFICATION

LESSEE, during the term hereof, shall indemnify and hold harmless the LESSOR from and against any and all claims and demands whether for injuries to persons or loss of life, or damage to property, occurring within the Premises and to the extent arising out of the use of the Premises by the LESSEE, excepting however, such claims and demands whether for injuries to persons or loss of life, or damage to property, caused by acts or omissions of the LESSOR.

LESSEE shall maintain public liability and property damage coverage or program of self-insurance with liability limits of not less than $2,000,000 for injury or death to one (1) or more persons and property damage limits of not less than $100,000 per occurrence insuring against all liability of LESSEE and its authorized representatives arising out of and in connection with LESSEE'S use or occupancy of the Premises.

LESSOR, during the term hereof, shall indemnify, defend and hold harmless the LESSEE from and against any and all claims and demands whether for injuries to persons or loss of life, or damage to property, to the extent arising out of acts or omissions of the LESSOR, excepting however, such claims and demands whether for injuries to persons or loss of life, or damage to property, to the extent caused by acts or omissions of the LESSEE.

LESSOR agrees that it will keep insured against loss or damage by fire, at full replacement value, the Building, which insurance shall be, at a minimum, comparable to the coverage and amounts of insurance that are carried by reasonably prudent landlords of comparable buildings in the City of Salinas.

ARTICLE 20 – CONFIDENTIALITY OF LESSEE'S SERVICES/CLIENTS

LESSOR recognizes and understands that LESSEE'S services, identity of clients, and records relate to a confidential relationship between the LESSEE and its clients, and LESSOR agrees that, in its interaction with LESSEE, its clients and records, whether through itself, its employees, or its agents, it will maintain such confidences as might become available to it and not release or divulge such confidential identities, information, or records; provided that all such confidential items are maintained in a locked environment and that any confidential items are shredded prior to disposing of them in trash receptacles. **LESSOR and LESSEE shall consider the entire Premises a locked environment.** LESSOR and its agents shall exercise all possible care to preserve and maintain the confidentiality of any records and information, consistent with state and federal privacy laws relating to private and medical information. This includes protection of the identity of patients, clients, and users of the Premises.

ARTICLE 21 - DESTRUCTION

If the Premises are totally destroyed by fire or other casualty, either party may terminate this Lease immediately by giving notice to the other party.

If such casualty shall render ten percent (10%) or less of the rentable area of the Premises unusable for the purpose intended, LESSOR shall effect restoration of the Premises as quickly as is reasonably possible, but in any event restoration shall begin within thirty (30) days after such destruction.

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If such casualty shall render more than ten percent (10%) of such floor space unusable but not constitute total destruction, LESSOR shall forthwith give notice to LESSEE of the specific number of days required to repair the same. If LESSOR under such circumstances shall not give such notice within fifteen (15) calendar days after such destruction, or if such notice shall specify that such repairs will require more than ninety (90) days to complete from the date such notice is given, LESSEE, in either such event, at its option, may terminate this Lease.

In the event of any such destruction other than total, where LESSEE has not terminated the Lease as herein provided, LESSOR shall diligently prosecute the repair of the Premises and, in any event, if said repairs are not completed within thirty (30) calendar days from the work commencement date, for destruction aggregating ten percent (10%) or less of the floor space, or within the thirty (30) calendar day period specified herein in connection with partial destruction aggregating more than ten percent (10%), LESSEE shall have the option to terminate this Lease. LESSEE shall assist LESSOR with obtaining all applicable building permits if necessary.

LESSOR and LESSEE understand that, in normal circumstances, work cannot commence before a building permit is obtained. Time deadlines set forth herein shall not commence before required permits are issued. LESSOR warrants to diligently pursue issuance of said permits.

If LESSEE remains in occupancy of the Premises though partially destroyed, the rent for said Premises as herein provided, during restoration, shall be reduced by the same ratio as the rentable square feet LESSEE is thus precluded from occupying, bears to the total rentable square feet in the Premises. For purposes of this ARTICLE 21, "rentable square feet" shall mean actual inside dimensions and shall not include public areas.

ARTICLE 22 - DEFAULT BY LESSEE

22.1 ***Default:*** If any of the following events occur, each such event shall constitute a material breach of this Lease, and LESSOR may, at LESSOR'S option, exercise any or all rights available to a LESSOR under the laws of the State of California:

a. A default in the payment of rent or other obligation when such default continues for a period of thirty (30) days after written notice from LESSOR to LESSEE of such default, or
b. LESSEE fails to faithfully perform or observe any other covenant or undertaking required under this Lease and such failure continues for a period of thirty (30) days after written notice thereof from LESSOR to LESSEE of such default or, if such default is not reasonably curable within such thirty (30) day period, LESSEE fails to commence to cure such default within such thirty (30) day period and thereafter diligently pursues such cure to completion . LESSOR'S obligation to provide written notice to LESSEE of a default by LESSEE is limited to those instances where knowledge of LESSEE'S default is within the actual knowledge of LESSOR, or
c. LESSEE is adjudicated bankrupt, or
d. LESSEE'S lease interest is sold under execution of judgment.

22.2 ***Remedies:*** If LESSEE fails to cure a default within the time frames outlined above, LESSOR shall have the option to cure the default, if curable, or to terminate this Lease, in addition to any other remedies at law not inconsistent herewith. Should LESSOR elect to cure the default, all reasonable costs associated with such cure, including reasonable attorneys' fees incurred and awarded as a result of any legal action or proceeding brought to enforce or interpret this Lease Agreement (if any), shall be reimbursed by LESSEE to LESSOR, as additional rent, within thirty (30) days of the County Auditor-Controller's receipt of LESSOR'S County approved invoice for said costs which shall be accompanied by County approved

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invoices and receipts to document LESSOR'S cost to cure said default, and by any Court Order awarding reasonable attorney's fees incurred to cure said default.

ARTICLE 23 - DEFAULT BY LESSOR

23.1 ***Default:*** LESSOR shall not be in default unless LESSOR fails to perform its obligations under this Lease within a reasonable time, but in no event later than thirty (30) days after written notice by LESSEE to LESSOR specifying wherein LESSOR has failed to perform such obligations. If the nature of LESSOR'S obligation is such that more than thirty (30) days are required for performance, then LESSOR shall not be in default if LESSOR commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. LESSEE'S obligation to provide written notice to LESSOR of a default by LESSOR is limited to those instances where knowledge of LESSOR'S default is within the actual knowledge of LESSEE.

23.2 ***Remedies:*** If LESSOR fails to cure a prospective default within the time periods outlined above, LESSEE shall have the option to cure the default or to terminate this Lease, in addition to any other remedies at law not inconsistent herewith. Should LESSEE elect to cure the default, all reasonable costs associated with such cure, including reasonable attorneys' fees incurred and awarded as a result of any legal action or proceeding brought to enforce or interpret this Lease Agreement (if any), shall be reimbursed by LESSOR to LESSEE within thirty (30) days of receipt of LESSEE'S invoice for said costs which shall be accompanied by invoice and receipts to document LESSEE'S cost to cure said default, and by any Court Order awarding reasonable attorney's fees incurred to cure said default. However, upon LESSOR'S failure to so reimburse LESSEE within thirty (30) days of receipt of LESSEE'S invoice for said costs, at LESSEE'S option, said costs shall be deducted from rent due hereunder. If LESSOR'S default hereunder prevents LESSEE'S use of the Premises, there shall be an abatement of rental payments for the period of such non-use.

ARTICLE 24 - CONDEMNATION

If more than ten percent (10%) of the floor space area of the Premises is taken or condemned for a public or quasi-public use, or the part taken renders the entire Premises insufficient for the conduct of LESSEE'S business and operations, then this Lease shall terminate at the option of LESSEE as of the date title shall vest in the condemner. If only part of the Premises is taken and the remainder of the Premises is sufficient for the conduct of LESSEE'S business and operations, then LESSOR shall restore the Premises to a single architectural unit and the Lease shall continue as to the part not taken, but the monthly rent shall be reduced in proportion that the rentable area of the Premises taken bears to the rentable area of the Premises before the taking.

ARTICLE 25 - HOLDING OVER

If LESSEE remains in possession of the Premises after the Lease Term or any Extended Term, this Lease shall automatically be extended on a two month-to-two month basis at the monthly rent applicable to the last month of the Lease Term or Extended Term, subject to termination upon Ninety (90) days written notice by either party. All other terms and conditions shall remain in full force and effect.

ARTICLE 26 - WAIVER

Any waiver of any term or condition of this Lease must be in writing and signed by LESSEE and LESSOR. The waiver by LESSOR or LESSEE of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition, nor shall either party consent to any breach of any

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term, covenant or condition, nor shall either party be deemed to constitute or imply its consent to any subsequent breach of the same or other term, covenant or condition herein contained.

ARTICLE 27 - QUIET POSSESSION

LESSEE shall at all times during the term of this Lease peaceably and quietly have, hold and enjoy the Premises, without suit, trouble or hindrance from LESSOR or any person claiming under LESSOR, subject to the terms of this Lease. LESSOR, to the best of LESSOR'S ability, shall also be responsible for ensuring that all other tenants in the building or complex do not interfere with the quiet enjoyment of the LESSEE.

ARTICLE 28 - SUBORDINATION

This Lease shall be subject and subordinated to the lien of any mortgages and deeds of trust which are hereafter placed against the LESSOR'S interest or estate in the property provided that the mortgagor or beneficiary under such mortgage or deed of trust shall agree in writing that, in the event of a foreclosure of same or of any other such action or proceeding for the enforcement thereof, or of any sale thereunder, this Lease shall not be barred, terminated, cut off, or foreclosed, nor will the rights and possession of LESSEE hereunder be disturbed if LESSEE shall not then be in default under the terms of this Lease, and LESSEE shall attorn to the purchaser at such foreclosure, sale or other action or proceeding. The foregoing subordination shall be effective without the necessity of having any further instruments executed by LESSEE, but LESSEE shall nonetheless execute, upon demand, such further instruments evidencing such subordination as may be reasonably requested by LESSOR or any mortgagee or beneficiary.

ARTICLE 29 - ESTOPPEL CERTIFICATE

Within thirty (30) days of written notice by one party to the other, each will execute, acknowledge and deliver to the other an estoppel certificate in writing declaring any modifications, defaults or advance payments and whether the lease, as may be modified, is in full force and effect. Any such certificate may be conclusively relied upon for the intended transaction for which the statement was requested.

ARTICLE 30 - MISCELLANEOUS PROVISIONS

30.1 ***Amendment:*** This Lease may be amended or modified only by an instrument in writing signed by LESSEE and LESSOR.

30.2 ***Time is of the Essence:*** Time is of the essence of in each and all of the provisions of this Lease.

30.3 ***Binding Effect:*** Subject to any provision hereof restricting assignment or subletting by LESSEE, this Lease shall bind the parties, their personal representatives, successors, and assigns.

30.4 ***Invalidity:*** The invalidity of any provision of this Lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

30.5 ***Authority:*** Any individual executing this lease on behalf of LESSEE or LESSOR represents and warrants hereby that he or she has the requisite authority to enter into this Lease on behalf of such party and bind the party to the terms and conditions of this Lease.

30.6 ***Interpretation of Conflicting Provisions:*** In the event of any conflict or inconsistency between the provisions of this Lease and the provisions of any addendum or exhibit attached hereto, the provisions of this Lease shall prevail and control.

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30.7 ***Successors and Assigns:*** This Lease and the rights, privileges, duties, and obligations of LESSEE and LESSOR under this lease, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successor, permitted assigns, and heirs.

30.8 ***Headings***: The headings in this lease are for convenience only and shall not be used to interpret the terms of this Lease.

30.9 ***Governing Law:*** This Lease shall be governed by and interpreted under the laws of the State of California.

30.10 ***Construction of Lease:*** LESSEE and LESSOR agree that each party has fully participated in the review and revision of this Lease 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 lease or any amendment to this Lease.

30.11 ***Counterparts:*** This Lease may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one (1) and the same Lease.

30.12 ***Integration:*** This Lease, including the exhibits and addenda, represents the entire agreement between LESSEE and LESSOR with respect to the subject matter of this Lease and shall supersede all prior negotiations, representations or agreements, either written or oral, between LESSEE and LESSOR as of the effective date of this Lease, which is the date that LESSEE signs this Lease.

30.13 ***Incorporation of Recitals***: The parties understand and agree that the preamble and recitals above are hereby incorporated into this Lease.

30.14 ***Consent to Use Electronic Signatures:*** The Parties to this Lease consent to the use of electronic signatures via DocuSign to execute this Lease. 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 Lease hereby authenticate and execute this Lease, and any and all Exhibits to this Lease, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF) which may be delivered by mail, E-Mail, or Facsimile.

ARTICLE 31 - MAJOR APPLIANCES

Installation of major appliances such as vending machines, refrigerators, stoves, etc., must be approved by LESSOR prior to installation. The LESSOR will grant installation approval for new appliances only. Such approval shall not be unreasonably withheld. No Vending machines shall be placed around the exterior of the building, without the mutual written consent of the parties.

ARTICLE 32 – PROPERTY TAX EXEMPTION

LESSOR, at no cost to the LESSOR, will cooperate with LESSEE and do all acts reasonably necessary and appropriate to secure and maintain tax exemption of the Premises pursuant to ARTICLE XIII, Section 3 of the California Constitution. LESSOR will apply the amount of any reduction of tax resulting from such exemption either in the form of a cash payment or of rental credit to LESSEE as soon as possible after LESSOR receives the benefit of tax exemption.

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If such tax exemption of the Premises is granted for a fiscal year which is, in whole or in part, after the date of expiration or earlier termination date of this Lease, then, with respect to that portion of such fiscal year which is after the expiration of the term of this Lease, LESSOR will pay LESSEE the amount of such reduction of tax in cash, in accordance with directions from the Monterey County Assessor's Office.

ARTICLE 33 - PUBLIC TRANSPORTATION

LESSOR and LESSEE shall cooperate to make public transportation (bus service) available to the site in which the Premises are a part of. The service level of this public transportation will be sufficient to service the employees who will work at the site as well as LESSEE'S clients and customers who need access by public conveyance to and from the site.

ARTICLE 34 – ALTERNATE ENERGY

LESSOR and LESSEE agree to work together to explore options to install solar and/or other alternate energy options and enhancements to the Premises. In the event any alternate energy enhancement creates a tax deduction, PG&E rebate or any other form of monetary credit to LESSOR, LESSOR further agrees to pass to LESSEE said monetary credit to defray LESSEE'S operational cost for the Premises as identified in **EXHIBIT D - SUMMARY OF SERVICES AND UTILITIES** and **EXHIBIT E - SUMMARY OF REPAIR AND MAINTENANCE RESPONSIBILITIES** of this Lease. In the event that LESSOR shall install any eco-friendly upgrade, including but not limited to, programs financed by PG&E or other third parties, any credit paid to such third parties pursuant to a financing arrangement shall not be classified as a monetary credit.

ARTICLE 35 – CUSTODIAL SERVICE SPECIFICATIONS

Custodial Service Specifications for the Premises shall be furnished and the cost borne as outlined in **EXHIBIT G – CUSTODIAL SERVICE SPECIFICATIONS** attached and incorporated by this reference. In the event of failure by LESSOR to furnish, in a satisfactory manner, any of the service specifications for the Premises for which LESSOR is responsible or to the Common Areas, LESSEE may furnish the same if LESSOR has not undertaken to correct such failure within fifteen (15) days after written notice, and, in addition to any other remedy LESSEE may have, LESSEE may deduct the amount thereof, including LESSEE'S service costs, from rent or other remuneration due LESSOR hereunder. In the event of failure by LESSEE to furnish, in a satisfactory manner, any of the service specifications for the Premises for which LESSEE is responsible, LESSOR may furnish the same if LESSSEE has not undertaken to correct such failure within fifteen (15) days after written notice, and, in addition to any other remedy LESSOR may have, LESSEE shall reimburse LESSOR within thirty (30) days of the date an approved invoice, approved by the Health Department – Facilities Manager, is submitted to the Auditor-Controller's Office, including LESSOR'S service costs or other remuneration due LESSOR hereunder. The term "adequate" shall mean sufficient enough to ensure the health, safety and general well-being of the occupants or invitees of the Premises; the term "deemed necessary" shall mean that LESSOR and LESSEE are in agreement that appropriate action needs to be taken to ensure the health, safety and general well-being of the occupants and or invitees of the Premises.

ARTICLE 36 - PROPOSITION 65 WARNING

If applicable to the Premises which are the subject of this Lease, LESSOR AND LESSEE agree to post the **CALIFORNIA PROPOSITION 65 WARNING** on the Premises in substantially the same form as follows set forth in **EXHIBIT H - CALIFORNIA PROPOSITION 65 WARNING** attached and incorporated by this reference.

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ARTICLE 37 – LESSOR'S STATEMENT REGARGING DISABILITY ACCESS & CERTIFIED ACCESS SPECIALIST INSPECTION (CASp) REPORT

Pursuant to California Civil Code Section 1938 (a), LESSOR represents that the Premises [ ] has [X] has not undergone inspection by a Certified Access Specialist (CASp).

Pursuant to California Civil Code Section 1938 (b), if the Premises has undergone inspection by a CASp, and to the best of LESSOR'S knowledge, there have been no modifications or alterations completed or commenced between the date of the inspection and the date of execution of the Lease Agreement which have impacted the subject premises' compliance with construction related accessibility standards, LESSOR shall provide, prior to execution of the Lease Agreement, a copy of any report prepared by the CASp with an agreement from LESSEE that information in the report shall remain confidential, except as necessary for the LESSEE to complete repairs and corrections of violations of construction related accessibility standards that the LESSEE agrees to make.
Pursuant to California Civil Code Section 1938 (c), making any repairs or modifications necessary to correct violations of construction related accessibility standards that are noted in a CASp report is presumed to be the responsibility of the LESSOR, unless otherwise mutually agreed upon by LESSOR and LESSEE. LESSEE shall have the opportunity to review any CASp report prior to execution of the Lease. If the report is not provided to the LESSEE at least 48 hours prior to execution of the Lease Agreement, LESSEE shall have the right to rescind the Lease, based upon the information contained in the report, for 72 hours after execution of the Lease Agreement.

Pursuant to California Civil Code Section 1938 (d), if the Premises have been issued an inspection report by a CASp, as described in paragraph (1) of subdivision (a) of Section 55.53, indicating that it meets applicable standards, as defined in paragraph (4) of subdivision (a) of Section 55.52, LESSOR shall provide a copy of the current disability access inspection certificate and any inspection report to LESSEE not already provided pursuant to subdivision (b) within seven (7) days of the date of the execution of the Lease Agreement.

Pursuant to California Civil Code Section 1938 (e), if the Premises have not been issued a disability access inspection certificate, as described in subdivision (e) of Section 55.53, LESSOR shall state the following on the Lease Agreement:

> A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

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IN WITNESS WHEREOF, the LESSOR and LESSEE have executed this Lease on the date set forth beneath their respective signatures below.

LESSEE: (County of Monterey)

By: _____

Title:

Date: _____

APPROVED AS TO FORM & LEGALITY: (Office of the County Counsel)

Signed by:
By: Mary Grace Perry
Mary Grace Perry

Title: Deputy County Counsel

Date: 10/7/2025 | 1:39 PM PDT

APPROVED AS TO FISCAL PROVISIONS: (County Auditor/Controller)

DocuSigned by:
By: Patricia Ruiz
Name: Patricia Ruiz

Title: [Assistant] Auditor Controller
Auditor Controller Analyst I
Date: 10/8/2025 | 8:17 AM PDT

APPROVED AS TO LIABILITY PROVISIONS: (County Risk Management)[1]

DocuSigned by:
By: David Bolton
Name: David Bolton

Title: Risk Manager

Date: 10/7/2025 | 1:17 PM PDT

LESSOR: San Jose Ave Apartments LLC.

By: _____

Name: Khosrow Hagshenas

Title: GENERAL PARTNER Manager/owner

Date: 10/6/25

By: _____

Name: _____

Title: _____

Date: _____

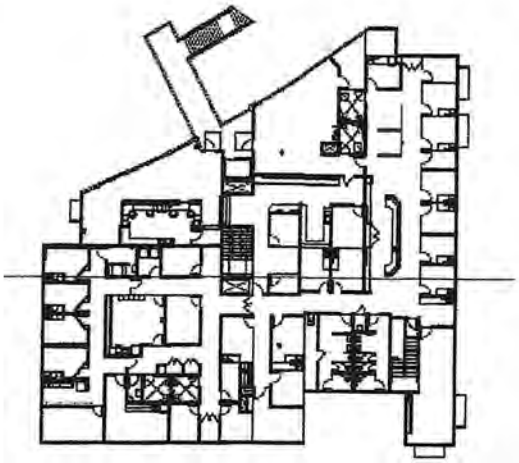
[11] Approval by Risk Management is necessary only if changes are made to ARTICLEs 19.

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EXHIBIT A1

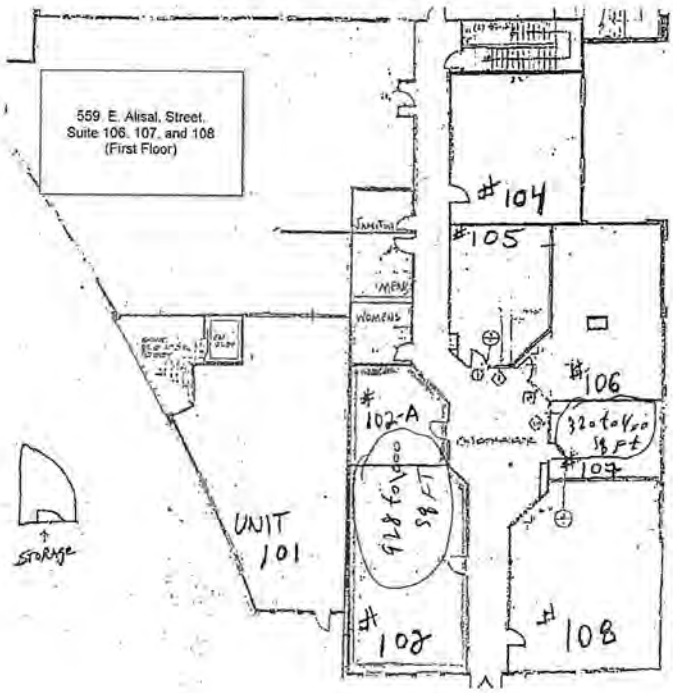
DESCRIPTION OF PREMISES
Current Basic Floor Plan

Suite 200



Suite 106, 107, and 108

Current Basic Second Floor Plan

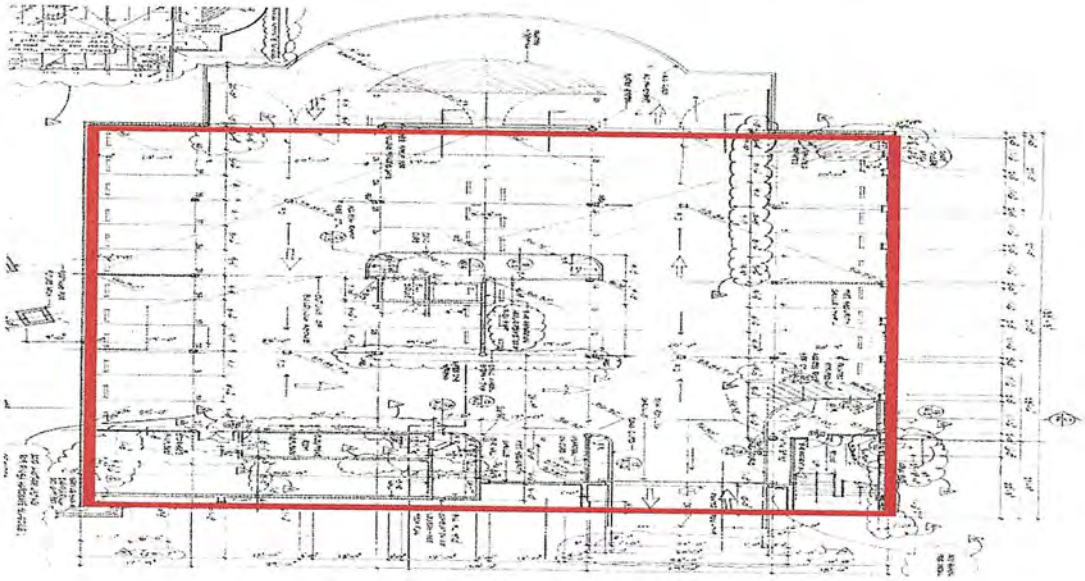


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EXHIBIT A2

DESCRIPTION OF EXCLUSIVE AND NON-EXCLUSIVE PARKING AREAS

Exclusive Parking Area Located on Parking Garage



Non- Exclusive Parking Area Located outside of the building



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EXHIBIT B

STATEMENT OF SEISMIC ADEQUACY
(Article 1, Section 1.6)

If the Premises are contained in a building constructed before 1973, or one of which has undergone major structural renovation since 1973, the LESSOR shall obtain a Statement of Seismic Adequacy from its licensed structural engineer, which contains the following declaration:

Construction/renovation of the Building containing the Premises occurred on _____ (date). Construction/renovation plans have been determined to be in compliance with all building codes applicable to seismic safety.

I declare under penalty of perjury of the laws of the State of California that the foregoing Statement of Seismic Adequacy is true and correct.

Executed this ____ day of _____, 20__ at _____, California, County of Monterey.

LESSOR: _____

By: _____

Name: _____

Title: _____

Date: _____

LESSOR'S Licensed Structural Engineer:

By: _____

Name: _____

Title: _____

Date: _____

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EXHIBIT C

AMORTIZED PREMISE IMPROVEMENT COSTS

1 OF 2

Total Amortized Improvement Costs	$ 455,380.00

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Premise Improvement Payments — Soft Costs — EXHIBIT J

Enter Values	
Loan Amount	$ 455,380.00
Annual Interest Rate	5.50 %
Loan Period in Years	10
Number of Payments Per Year	12
Start Date of Loan	10/1/2025
Optional Extra Payments	$ -

Loan Summary	
Scheduled Payment	$ 4,942.07
Scheduled Number of Payments	120
Actual Number of Payments	120
Total Early Payments	$ -
Total Interest	$ 137,668.36

Lessor Name: San Jose Apartments

Health Department - Clinic Services Bureau -
559 E.Alisal Street Salinas CA 93905

Pmt No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
1	11/1/2025	$ 455,380.00	$ 4,942.07	$ -	$ 4,942.07	$ 2,854.91	$ 2,087.16	$ 452,525.09	$ 2,087.16
2	12/1/2025	452,525.09	4,942.07	-	4,942.07	2,868.00	2,074.07	449,657.09	4,161.23
3	1/1/2026	449,657.09	4,942.07	-	4,942.07	2,881.14	2,060.93	446,775.95	6,222.16
4	2/1/2026	446,775.95	4,942.07	-	4,942.07	2,894.35	2,047.72	443,881.60	8,269.88
5	3/1/2026	443,881.60	4,942.07	-	4,942.07	2,907.61	2,034.46	440,973.99	10,304.34
6	4/1/2026	440,973.99	4,942.07	-	4,942.07	2,920.94	2,021.13	438,053.05	12,325.47
7	5/1/2026	438,053.05	4,942.07	-	4,942.07	2,934.33	2,007.74	435,118.73	14,333.21
8	6/1/2026	435,118.73	4,942.07	-	4,942.07	2,947.78	1,994.29	432,170.95	16,327.51
9	7/1/2026	432,170.95	4,942.07	-	4,942.07	2,961.29	1,980.78	429,209.67	18,308.29
10	8/1/2026	429,209.67	4,942.07	-	4,942.07	2,974.86	1,967.21	426,234.81	20,275.50
11	9/1/2026	426,234.81	4,942.07	-	4,942.07	2,988.49	1,953.58	423,246.31	22,229.08
12	10/1/2026	423,246.31	4,942.07	-	4,942.07	3,002.19	1,939.88	420,244.12	24,168.96
13	11/1/2026	420,244.12	4,942.07	-	4,942.07	3,015.95	1,926.12	417,228.17	26,095.08
14	12/1/2026	417,228.17	4,942.07	-	4,942.07	3,029.77	1,912.30	414,198.40	28,007.37
15	1/1/2027	414,198.40	4,942.07	-	4,942.07	3,043.66	1,898.41	411,154.74	29,905.78
16	2/1/2027	411,154.74	4,942.07	-	4,942.07	3,057.61	1,884.46	408,097.13	31,790.24
17	3/1/2027	408,097.13	4,942.07	-	4,942.07	3,071.62	1,870.45	405,025.50	33,660.69
18	4/1/2027	405,025.50	4,942.07	-	4,942.07	3,085.70	1,856.37	401,939.80	35,517.05
19	5/1/2027	401,939.80	4,942.07	-	4,942.07	3,099.85	1,842.22	398,839.95	37,359.28
20	6/1/2027	398,839.95	4,942.07	-	4,942.07	3,114.05	1,828.02	395,725.90	39,187.29
21	7/1/2027	395,725.90	4,942.07	-	4,942.07	3,128.33	1,813.74	392,597.58	41,001.04
22	8/1/2027	392,597.58	4,942.07	-	4,942.07	3,142.66	1,799.41	389,454.91	42,800.44
23	9/1/2027	389,454.91	4,942.07	-	4,942.07	3,157.07	1,785.00	386,297.84	44,585.44
24	10/1/2027	386,297.84	4,942.07	-	4,942.07	3,171.54	1,770.53	383,126.31	46,355.98
25	11/1/2027	383,126.31	4,942.07	-	4,942.07	3,186.07	1,756.00	379,940.23	48,111.97
26	12/1/2027	379,940.23	4,942.07	-	4,942.07	3,200.68	1,741.39	376,739.55	49,853.37
27	1/1/2028	376,739.55	4,942.07	-	4,942.07	3,215.35	1,726.72	373,524.21	51,580.09
28	2/1/2028	373,524.21	4,942.07	-	4,942.07	3,230.08	1,711.99	370,294.12	53,292.07
29	3/1/2028	370,294.12	4,942.07	-	4,942.07	3,244.89	1,697.18	367,049.24	54,989.26
30	4/1/2028	367,049.24	4,942.07	-	4,942.07	3,259.76	1,682.31	363,789.47	56,671.56
31	5/1/2028	363,789.47	4,942.07	-	4,942.07	3,274.70	1,667.37	360,514.77	58,338.93
32	6/1/2028	360,514.77	4,942.07	-	4,942.07	3,289.71	1,652.36	357,225.06	59,991.29
33	7/1/2028	357,225.06	4,942.07	-	4,942.07	3,304.79	1,637.28	353,920.28	61,628.57
34	8/1/2028	353,920.28	4,942.07	-	4,942.07	3,319.94	1,622.13	350,600.34	63,250.71
35	9/1/2028	350,600.34	4,942.07	-	4,942.07	3,335.15	1,606.92	347,265.19	64,857.63
36	10/1/2028	347,265.19	4,942.07	-	4,942.07	3,350.44	1,591.63	343,914.75	66,449.26
37	11/1/2028	343,914.75	4,942.07	-	4,942.07	3,365.79	1,576.28	340,548.96	68,025.53
38	12/1/2028	340,548.96	4,942.07	-	4,942.07	3,381.22	1,560.85	337,167.74	69,586.38
39	1/1/2029	337,167.74	4,942.07	-	4,942.07	3,396.72	1,545.35	333,771.02	71,131.74
40	2/1/2029	333,771.02	4,942.07	-	4,942.07	3,412.29	1,529.78	330,358.73	72,661.52
41	3/1/2029	330,358.73	4,942.07	-	4,942.07	3,427.93	1,514.14	326,930.81	74,175.66
42	4/1/2029	326,930.81	4,942.07	-	4,942.07	3,443.64	1,498.43	323,487.17	75,674.10
43	5/1/2029	323,487.17	4,942.07	-	4,942.07	3,459.42	1,482.65	320,027.75	77,156.75
44	6/1/2029	320,027.75	4,942.07	-	4,942.07	3,475.28	1,466.79	316,552.48	78,623.54
45	7/1/2029	316,552.48	4,942.07	-	4,942.07	3,491.20	1,450.87	313,061.27	80,074.41
46	8/1/2029	313,061.27	4,942.07	-	4,942.07	3,507.21	1,434.86	309,554.07	81,509.27
47	9/1/2029	309,554.07	4,942.07	-	4,942.07	3,523.28	1,418.79	306,030.79	82,928.06
48	10/1/2029	306,030.79	4,942.07	-	4,942.07	3,539.43	1,402.64	302,491.36	84,330.70
49	11/1/2029	302,491.36	4,942.07	-	4,942.07	3,555.65	1,386.42	298,935.71	85,717.12
50	12/1/2029	298,935.71	4,942.07	-	4,942.07	3,571.95	1,370.12	295,363.76	87,087.24
51	1/1/2030	295,363.76	4,942.07	-	4,942.07	3,588.32	1,353.75	291,775.44	88,440.99
52	2/1/2030	291,775.44	4,942.07	-	4,942.07	3,604.77	1,337.30	288,170.67	89,778.30
53	3/1/2030	288,170.67	4,942.07	-	4,942.07	3,621.29	1,320.78	284,549.39	91,099.08

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AMORTIZED PREMISE IMPROVEMENT COSTS

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54	4/1/2030	284,549.39	4,942.07	-	4,942.07	3,637.88	1,304.18	280,911.50	92,403.26
55	5/1/2030	280,911.50	4,942.07	-	4,942.07	3,654.56	1,287.51	277,256.94	93,690.77
56	6/1/2030	277,256.94	4,942.07	-	4,942.07	3,671.31	1,270.76	273,585.63	94,961.54
57	7/1/2030	273,585.63	4,942.07	-	4,942.07	3,688.14	1,253.93	269,897.50	96,215.47
58	8/1/2030	269,897.50	4,942.07	-	4,942.07	3,705.04	1,237.03	266,192.46	97,452.50
59	9/1/2030	266,192.46	4,942.07	-	4,942.07	3,722.02	1,220.05	262,470.44	98,672.55
60	10/1/2030	262,470.44	4,942.07	-	4,942.07	3,739.08	1,202.99	258,731.36	99,875.54
61	11/1/2030	258,731.36	4,942.07	-	4,942.07	3,756.22	1,185.85	254,975.14	101,061.39
62	12/1/2030	254,975.14	4,942.07	-	4,942.07	3,773.43	1,168.64	251,201.71	102,230.03
63	1/1/2031	251,201.71	4,942.07	-	4,942.07	3,790.73	1,151.34	247,410.98	103,381.37
64	2/1/2031	247,410.98	4,942.07	-	4,942.07	3,808.10	1,133.97	243,602.88	104,515.33
65	3/1/2031	243,602.88	4,942.07	-	4,942.07	3,825.56	1,116.51	239,777.32	105,631.85
66	4/1/2031	239,777.32	4,942.07	-	4,942.07	3,843.09	1,098.98	235,934.23	106,730.83
67	5/1/2031	235,934.23	4,942.07	-	4,942.07	3,860.70	1,081.37	232,073.53	107,812.19
68	6/1/2031	232,073.53	4,942.07	-	4,942.07	3,878.40	1,063.67	228,195.13	108,875.86
69	7/1/2031	228,195.13	4,942.07	-	4,942.07	3,896.18	1,045.89	224,298.95	109,921.76
70	8/1/2031	224,298.95	4,942.07	-	4,942.07	3,914.03	1,028.04	220,384.92	110,949.79
71	9/1/2031	220,384.92	4,942.07	-	4,942.07	3,931.97	1,010.10	216,452.95	111,959.89
72	10/1/2031	216,452.95	4,942.07	-	4,942.07	3,949.99	992.08	212,502.95	112,951.97
73	11/1/2031	212,502.95	4,942.07	-	4,942.07	3,968.10	973.97	208,534.85	113,925.94
74	12/1/2031	208,534.85	4,942.07	-	4,942.07	3,986.28	955.78	204,548.57	114,881.72
75	1/1/2032	204,548.57	4,942.07	-	4,942.07	4,004.56	937.51	200,544.01	115,819.24
76	2/1/2032	200,544.01	4,942.07	-	4,942.07	4,022.91	919.16	196,521.10	116,738.40
77	3/1/2032	196,521.10	4,942.07	-	4,942.07	4,041.35	900.72	192,479.76	117,639.12
78	4/1/2032	192,479.76	4,942.07	-	4,942.07	4,059.87	882.20	188,419.89	118,521.32
79	5/1/2032	188,419.89	4,942.07	-	4,942.07	4,078.48	863.59	184,341.41	119,384.91
80	6/1/2032	184,341.41	4,942.07	-	4,942.07	4,097.17	844.90	180,244.24	120,229.81
81	7/1/2032	180,244.24	4,942.07	-	4,942.07	4,115.95	826.12	176,128.29	121,055.93
82	8/1/2032	176,128.29	4,942.07	-	4,942.07	4,134.82	807.25	171,993.47	121,863.18
83	9/1/2032	171,993.47	4,942.07	-	4,942.07	4,153.77	788.30	167,839.70	122,651.49
84	10/1/2032	167,839.70	4,942.07	-	4,942.07	4,172.80	769.27	163,666.90	123,420.75
85	11/1/2032	163,666.90	4,942.07	-	4,942.07	4,191.93	750.14	159,474.97	124,170.89
86	12/1/2032	159,474.97	4,942.07	-	4,942.07	4,211.14	730.93	155,263.83	124,901.82
87	1/1/2033	155,263.83	4,942.07	-	4,942.07	4,230.44	711.63	151,033.38	125,613.44
88	2/1/2033	151,033.38	4,942.07	-	4,942.07	4,249.83	692.24	146,783.55	126,305.68
89	3/1/2033	146,783.55	4,942.07	-	4,942.07	4,269.31	672.76	142,514.24	126,978.44
90	4/1/2033	142,514.24	4,942.07	-	4,942.07	4,288.88	653.19	138,225.36	127,631.63
91	5/1/2033	138,225.36	4,942.07	-	4,942.07	4,308.54	633.53	133,916.82	128,265.16
92	6/1/2033	133,916.82	4,942.07	-	4,942.07	4,328.28	613.79	129,588.54	128,878.95
93	7/1/2033	129,588.54	4,942.07	-	4,942.07	4,348.12	593.95	125,240.42	129,472.89
94	8/1/2033	125,240.42	4,942.07	-	4,942.07	4,368.05	574.02	120,872.37	130,046.91
95	9/1/2033	120,872.37	4,942.07	-	4,942.07	4,388.07	554.00	116,484.29	130,600.91
96	10/1/2033	116,484.29	4,942.07	-	4,942.07	4,408.18	533.89	112,076.11	131,134.80
97	11/1/2033	112,076.11	4,942.07	-	4,942.07	4,428.39	513.68	107,647.72	131,648.48
98	12/1/2033	107,647.72	4,942.07	-	4,942.07	4,448.68	493.39	103,199.04	132,141.86
99	1/1/2034	103,199.04	4,942.07	-	4,942.07	4,469.07	473.00	98,729.97	132,614.86
100	2/1/2034	98,729.97	4,942.07	-	4,942.07	4,489.56	452.51	94,240.41	133,067.37
101	3/1/2034	94,240.41	4,942.07	-	4,942.07	4,510.13	431.94	89,730.27	133,499.31
102	4/1/2034	89,730.27	4,942.07	-	4,942.07	4,530.81	411.26	85,199.47	133,910.57
103	5/1/2034	85,199.47	4,942.07	-	4,942.07	4,551.57	390.50	80,647.90	134,301.07
104	6/1/2034	80,647.90	4,942.07	-	4,942.07	4,572.43	369.64	76,075.46	134,670.71
105	7/1/2034	76,075.46	4,942.07	-	4,942.07	4,593.39	348.68	71,482.07	135,019.38
106	8/1/2034	71,482.07	4,942.07	-	4,942.07	4,614.44	327.63	66,867.63	135,347.01
107	9/1/2034	66,867.63	4,942.07	-	4,942.07	4,635.59	306.48	62,232.03	135,653.49
108	10/1/2034	62,232.03	4,942.07	-	4,942.07	4,656.84	285.23	57,575.20	135,938.72
109	11/1/2034	57,575.20	4,942.07	-	4,942.07	4,678.18	263.89	52,897.01	136,202.60
110	12/1/2034	52,897.01	4,942.07	-	4,942.07	4,699.63	242.44	48,197.39	136,445.05
111	1/1/2035	48,197.39	4,942.07	-	4,942.07	4,721.16	220.90	43,476.22	136,665.95
112	2/1/2035	43,476.22	4,942.07	-	4,942.07	4,742.80	199.27	38,733.42	136,865.22
113	3/1/2035	38,733.42	4,942.07	-	4,942.07	4,764.54	177.53	33,968.88	137,042.75
114	4/1/2035	33,968.88	4,942.07	-	4,942.07	4,786.38	155.69	29,182.50	137,198.44
115	5/1/2035	29,182.50	4,942.07	-	4,942.07	4,808.32	133.75	24,374.18	137,332.19
116	6/1/2035	24,374.18	4,942.07	-	4,942.07	4,830.35	111.71	19,543.83	137,443.91
117	7/1/2035	19,543.83	4,942.07	-	4,942.07	4,852.49	89.58	14,691.33	137,533.48
118	8/1/2035	14,691.33	4,942.07	-	4,942.07	4,874.73	67.34	9,816.60	137,600.82
119	9/1/2035	9,816.60	4,942.07	-	4,942.07	4,897.08	44.99	4,919.52	137,645.81
120	10/1/2035	4,919.52	4,942.07	-	4,919.52	4,896.97	22.55	0.00	137,668.36

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EXHIBIT C - 1

PREMISE IMPROVEMENTS

1. Premise Improvements:

   a. LESSOR shall construct all Premise Improvements in accordance with the Plans and Specifications as approved by LESSOR and LESSEE, which Plans and Specifications are or will be attached to this Exhibit C upon such approval. Premise Improvements must satisfy the Federal Americans with Disabilities Act, as and if applicable.

   b. Premise Improvements are generally described as follows: **Please refer to Exhibit C-2 for details.**

   c. LESSOR shall commence construction of the Premises Improvement work at the earliest opportunity. Cost and schedule of Premise Improvement work shall be approved by LESSOR and LESSEE prior to commencement.

   d. LESSOR shall diligently pursue construction of approved Premises Improvement work and deliver the Premises to LESSEE in a condition suitable for occupancy no later than a date certain, that will be mutually established by LESSOR and LESSEE on or before the date LESSOR'S contractor commences construction of the Premise Improvements.

2. Construction Plans and Specifications, Change Orders and Delay:

   a. LESSOR shall provide for LESSEE'S approval the complete and detailed proposed Plans and Specifications for the Premises Improvements, the design of which shall conform to LESSEE'S approved program for use of the Premises.

   b. LESSEE shall provide LESSOR with written notice of its approval or disapproval of the Plans and Specifications within five (5) business days after receipt of such Plans and Specifications. If LESSEE disapproves the Plans and Specifications, LESSEE shall describe the reasons for its disapproval in reasonable detail in LESSEE'S notice of disapproval. LESSOR shall revise the Plans and Specifications to satisfy the issues giving rise to LESSEE'S disapproval and submit the revised Plans and Specification to LESSEE as provided in clause 2.a. of this Exhibit C.

   c. During construction, LESSOR and LESSEE'S Representative (as defined below) shall confer periodically regarding the progress of the work and the approximate cost of the work completed. LESSEE'S Representative may request changes, modifications or alterations to the Plans and Specifications by written change order delivered to LESSOR, but no such change shall be made without the written approval of LESSOR, which approval shall not be unreasonably withheld. LESSOR shall approve or deny each LESSEE change order within four (4) business days, and LESSOR shall also provide to LESSEE'S Representative, by written notice to LESSEE, an estimate of the maximum cost of each change order within five (5) business days after the delivery of the change order to LESSOR. No work based upon a change order shall be undertaken unless and until LESSEE'S Representative shall have approved (by notice to LESSOR) LESSOR'S cost estimate.

   d. If LESSOR determines that a change proposed by LESSEE will delay completion of the construction beyond the period allocated for such construction, LESSOR shall, within four (4) business days, notify LESSEE'S Representative of the estimated length of the delay caused by LESSEE'S request. LESSEE'S Representative shall advise LESSOR within two (2) business days after receipt of such notice as to whether LESSOR shall proceed with requested change, modification or alteration. LESSOR shall not make the requested change to the Plans and Specifications without LESSEE'S approval of any proposed time extensions.

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e. If LESSOR requires that LESSEE clarify or refine the Plans and Specifications, then LESSEE'S Representative shall meet with LESSOR for the purpose of clarifying or refining the Plans and Specifications within two (2) business days after LESSEE'S receipt of LESSOR'S request therefore. No such clarification or refinement shall be deemed to be a change order.

f. If LESSOR determines that the Plans and Specifications must be changed as a result of omissions or errors in the Plans and Specifications, then LESSOR shall, prepare and submit to LESSEE revised Plans and Specifications correcting any such omission or error. LESSEE shall approve or disapprove such revised Plans and Specifications within two (2) business days after receipt and shall not unreasonably withhold its approval.

g. LESSOR shall not be responsible for any delays in the time for completion of construction resulting from LESSEE'S delay. For purposes herein, LESSEE'S delay in the completion of the construction of the Premise Improvements are delays that may arise solely as a result of: (1) LESSEE'S failure to comply with its obligations set forth in subsection b, d, e, or f, above, within the time specified; (2) any change directed by LESSEE after notification to LESSEE that the change will delay completion of the construction as provided in subsection d, above; or (3) extra time required to obtain any long lead items specified by LESSEE. For purposes herein, an item shall be considered a long lead item if LESSOR notifies LESSEE within fifteen (15) business days after receipt of LESSEE'S approval of the Plans and Specifications that such item is not readily available or readily installable after the same is requested by LESSEE.

3. Approval of Plans by Public Authorities: Following LESSEE'S approval of the Plans and Specifications, LESSOR shall obtain approval of the Plans and Specifications for the Premises from all appropriate governmental agencies, and a copy of the Plans and Specifications, as approved by such governmental agencies, shall be dated and initialed by both LESSOR and LESSEE. LESSOR shall exercise due diligence in obtaining any such approval. LESSEE shall cooperate with LESSOR in obtaining all such approvals, and in this regard, LESSEE shall approve all revisions and changes to the Plans and specifications reasonably required by any governmental agency, with due diligence and without delays.

4. Quality of Work: All work performed hereunder shall be done in a good and workmanlike manner, free from faults and defects and in accordance with the Plans and Specifications. All materials and equipment installed in the Premise Improvements shall be new unless otherwise specified in the Plans and Specifications.

5. LESSEE'S Access during Construction: LESSEE'S representative, agents, consultants and contractors ("LESSEE'S Representatives") shall have access to the Premises during the construction of the Premise Improvements for activities and purposes related to construction of the Premises or preparation of the Premises for occupancy. LESSEE'S Representatives on the Premises during construction shall cooperate with LESSOR'S contractor and not delay in any way the performance by LESSOR'S contractors or LESSOR'S representatives of any work (including but not limited to the construction of Premise Improvements).

6. Acceptance of Premises:

a. At any time during the construction of the Premise Improvements, LESSEE may reject any work that does not conform to the Plans and Specifications or does not meet good and workmanlike standards as reasonably interpreted by and at the sole discretion of the LESSEE.

b. Within five (5) business days after LESSOR delivers to LESSEE a list of work items remaining to be done or corrected and notifies LESSEE that the Premise Improvements are ready for inspection by LESSEE'S representative, LESSEE shall deliver to LESSOR a list of items that LESSEE shall have reasonably determined that LESSOR must complete or correct prior to LESSEE'S acceptance of possession in order for the work to conform to the Plans and Specifications. LESSOR shall immediately commence to complete or correct the items listed by LESSEE, except those it contends are not justified. If LESSEE fails to deliver such a list within the five (5) business day period, LESSEE shall be deemed to have accepted the Premises subject to completion of the corrections on LESSOR'S list of corrections and to have approved the construction.

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c. Acceptance by LESSEE shall not be unreasonably withheld.

7. Notices: All notices required or permitted hereunder shall be in writing and shall be delivered as indicated in ARTICLE 6 of the Lease to which this Exhibit is attached.

8. Notice of Non-Responsibility: LESSOR may post such notices of non-responsibility for payment to LESSEE contracted vendors as it reasonably deems appropriate in or around the Premises during the construction provided for herein.

9. Responsibility for Damage: If LESSEE installs equipment in the Premises prior to completion of the work hereunder, LESSEE shall bear the risk of loss to such equipment other than loss that is a result of negligence or willful misconduct by LESSOR, its agents or contractors.

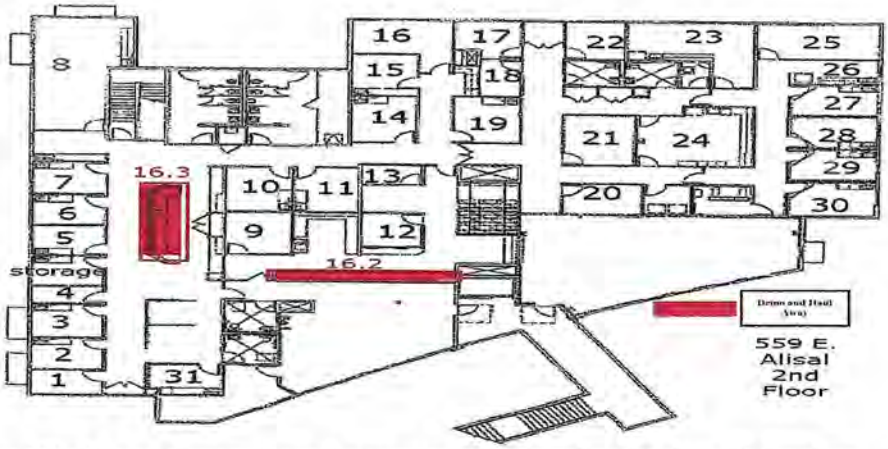
10. Telecommunications/Data: Premise Improvements may include the installation of necessary telecommunications/data processing linkages, and alarm systems. Specification for telecommunications/data processing linkages and alarm systems will be developed and provided by the Monterey County Information Technology Department as specified in **EXHIBIT C-6 – COUNTY OF MONTEREY INFORMATION TECHNOLOGY CABLING STANDARDS** attached and incorporated by this reference.

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EXHIBIT C- 2

PREMISE IMPROVEMENT PLANS AND SPECIFICATIONS

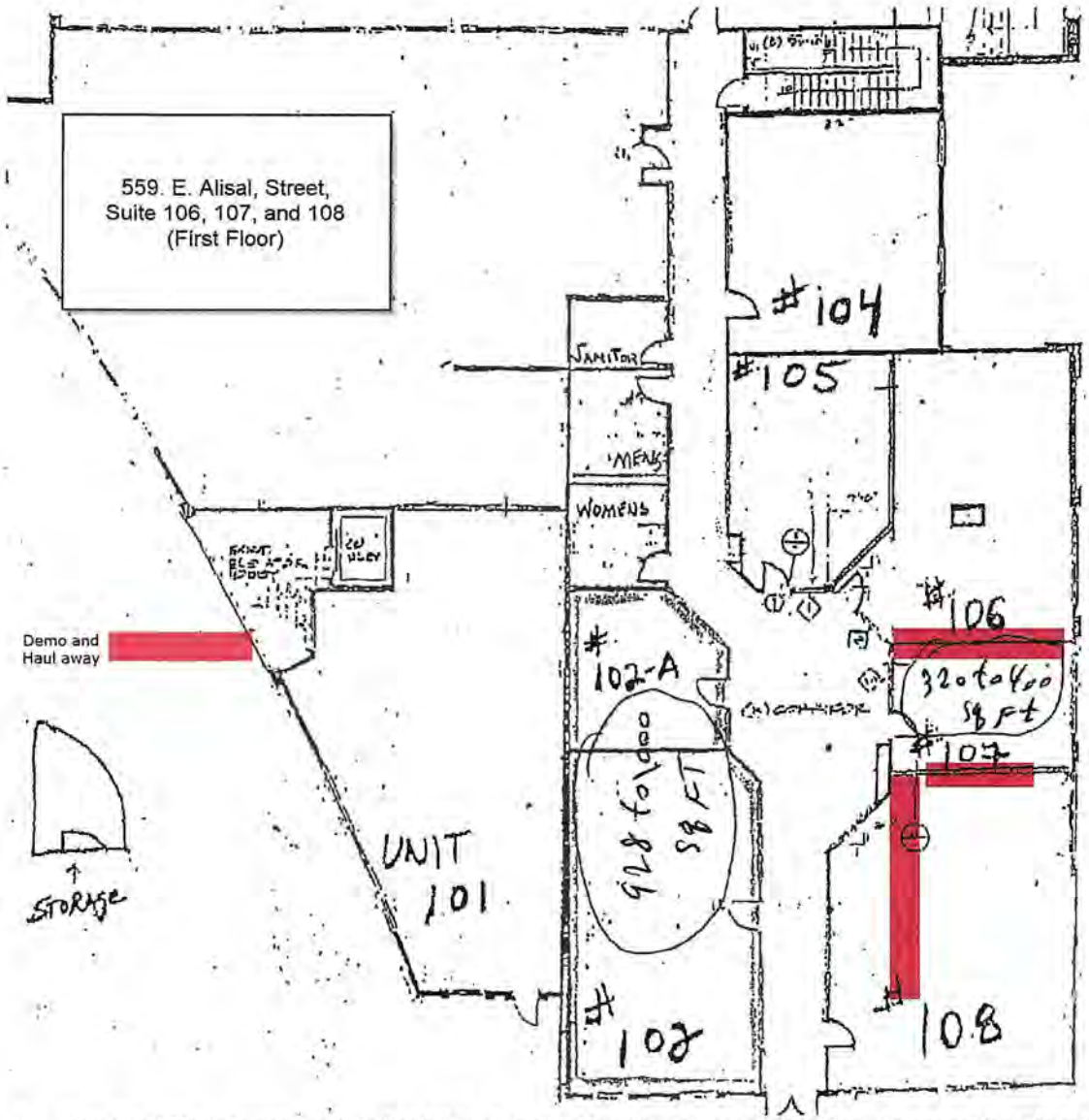
Suite 200



- Demo and Haul Away: Remove reception counters as indicated on the above TI drawings.
- New interior flooring on both floors. Professionally replace all substructure and subflooring material. Replace all floor coverings. Flooring to be structurally leveled upon completion. Floor coverings to be approved by LESSOR and LESSEE prior to installation.
- Paint all interior walls, hard ceilings, window trim, and door trim throughout the Premises. Sheen and colors to be confirmed by LESSOR and LESSEE prior to painting. Install plastic corner guards, protective wall strips, and door kick plates throughout Premises to protect paint on walls and doors. Color and size to be confirmed by LESSEE and LESSOR prior to install.
- All stained or damaged ceiling tiles are to be replaced throughout the Premises. Cause to be investigated and repaired.
- Inspect and adjust/balance the heating, ventilation, and air-conditioning (HVAC) system as needed. Replace any HVAC units deemed beyond their useful life by a reputable licensed HVAC contractor to meet air quality standards.
- Remove the existing commercial bathroom stalls and install new ones.
- Replace the current toilets in all commercial restrooms with new toilets.

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Suite 106, Suite 107, and Suite 108



- Demo and Haul Away: walls indicated in above TI Drawings. Lessor to verify walls are not load bearing.
- New interior flooring on both floors. Professionally replace all substructure and subflooring material. Replace all floor coverings. Flooring to be structurally leveled upon completion. Floor coverings to be approved by LESSOR and LESSEE prior to installation.
- Paint all interior walls, hard ceilings, window trim, and door trim throughout the Premises. Sheen and colors to be confirmed by LESSOR and LESSEE prior to painting. Install plastic corner guards, protective wall strips, and door kick plates throughout Premises to protect paint on walls and doors. Color and size to be confirmed by LESSEE and LESSOR prior to install.

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- All stained or damaged ceiling tiles are to be replaced throughout the Premises. Cause to be investigated and repaired.
- Inspect and adjust/balance the heating, ventilation, and air-conditioning (HVAC) system as needed. Replace any HVAC units deemed beyond their useful life by a reputable licensed HVAC contractor to meet air quality standards.

Exterior

- Roofing system to be inspected and certified by a repulatble licence roofing contractor to be watertight for a minimum of Twenty (20) years, with proper annual inspection and maintenance.

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EXHIBIT C- 3

PREMISE IMPROVEMENT COSTS

	Premise Improvement Costs	
Location	**Description**	**Total**
559 E. Alisal 2nd Floor, Suites 200	Demo and Hauling	$ 24,000.00
	Equipment Rental	$ 13,000.00
	Patch Prep Paint all interior walls, hard ceilings, window trim	$ 116,400.00
	Replaced stained or damaged ceiling tiles throughout premises	$ 15,000.00
	Floor Leveling	$ 52,000.00
	Flooring with 20 Mill 100% water proof	$ 165,360.00
	New baseboards	$ 10,500.00
	New flooring and leveling all 4 restrooms in clinic	$ 22,000.00
	Replace all existing commercial bathroom stalls in patient restrooms with new stalls	$ 24,000.00
	Replace all existing commercial toilets in patient restrooms with new toilets	$ 7,000.00
	Provide Power and data workstation at 16.2 and 16.3	$ 15,000.00
	permits	$ 25,000.00
	2nd Floor Sub Total (Suite 200)	**$ 489,260.00**
559 E. Alisal 1st floor 106,107 &108	Paint all interior walls, any hard ceilings, window trims throughoutut premises	$ 44,600.00
	Replace stained or damaged ceiling tiles	$ 10,000.00
	Floor leveling	$ 11,000.00
	New Flooring	$ 16,520.00
	1st Floor Sub Total (Suite 106, 107 & 108)	**$ 82,120.00**
	Lessor's Premise Improvement Credit	**$ (116,000.00)**
	Total Amortized Improvement Costs	**$ 455,380.00**
	Total Contingency Costs of 25% (Contingency funds shall be used only upon the mutual written agreement of the Lessor and Lessee and shall be applied to address unforeseen conditions or circumstances arising from improvements to the premises.) (Lump Sum Payment).	**$ 142,845.00**
	Total Premise Improvement Allowance	**$598,225.00**

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EXHIBIT C- 4

CONSTRUCTION SCHEDULE

To be added when completed.

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EXHIBIT C-5

REMEDIATION CONTRACTOR SPECIFICATIONS

A. Scope of Services

Remediation Contractor to provide treatment, cleanup, damage restoration and any other necessary remediation of:

•Water and/or sewage damage

•Mold, asbestos, lead, and polychlorinated biphenyl (PCB) contamination

•Fire and smoke damage

•Hazardous materials within the license and certification capabilities of the Remediation Contractor

•Human bodily fluids, including but not limited to blood, vomit, urine, feces, and saliva

•Routine sanitation cleanup

B. Work Standards

All work must be done in accordance with the California Health and Safety Code, California Occupational Safety and Health Act (OSHA), and other applicable laws and regulations as may be amended from time to time. The Remediation Contractor must take all care to ensure that work proceeds under the highest standards of safety and prudence, and in compliance with all applicable laws.

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EXHIBIT C - 6

COUNTY OF MONTEREY INFORMATION TECHNOLOGY CABLING STANDARDS (Page 1 of 3)

General:

- All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.
- All work and materials shall be compliant to the latest version of the Monterey County Cabling Specifications, corresponding County drawings, and the scope of work contained herein.
-

1.0 MPOE, MDF Equipment Racks, and Cable Management:

1.1 LESSOR shall ensure building entry for service providers (such as AT&T) is adequate and meets service providers specifications in order to install copper, fiber, or coax for connectivity.

1.2 LESSOR shall provide and install four (4) standard two-post racks (7-foot tall with 19-inch mounting rails) with appropriate seismic anchor bolts in the MDF room. Install in location designated on COUNTY provided drawing and label each accordingly:

- Rack# 1.1
- Rack# 1.2
- Rack# 1.3
- Rack# 1.4

1.3 LESSOR shall provide and install cabling ladder rack and hardware above the MDF racks as specified on drawings.

1.4 LESSOR shall provide and install three (3) 10" vertical double sided wire managers for in-between-racks as specified in drawings.

1.5 LESSOR shall provide and install two (2) 6" vertical double sided wire managers for the end racks (end of rack row) as specified in drawings.

1.6 LESSOR shall provide and install fourteen (14) 2 RU horizontal double side wire managers as specified in drawings.

1.7 LESSOR shall provide and install six (6) 2 RU horizontal single side wire manager as specified in drawings.

1.8 LESSOR shall provide and install four (4) 4" diameter cabling entry conduits secured to the building framing. Provide grommets for perimeters of wall, floor, and/or ceiling penetrations made to accommodate the entry conduits. Coordinate location of entry ports with the COUNTY prior to installation.

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1.9 LESSOR shall provide and install fire rated ¾" thick plywood on all MDF walls from 3'-6" A.F.F. to 7'-6" A.F.F..

2.0 Copper Infrastructure:

2.1 LESSOR shall provide and install six (6) 48-port angled patch panels on Rack 1.3 for workstation location cabling termination.

2.2 LESSOR shall install three (3) CAT6 cables for each workstation location designated on the floorplan (preliminary count at 86 locations is subject to change). The LESSOR shall verify a final count of locations with the COUNTY prior to the commencement of said work. Each workstation location shall consist of a faceplate with three (3) data jacks that are labeled as D1, D2, and D3. Each location shall be have a unique location number and labeled accordingly. The CAT6 workstation cables shall be routed and terminated on the dedicated patch panels in Rack 1.3 in a manner that is in compliance with the COUNTY specifications i.e. use of j-hooks, cable trays, awareness of bend radius, etc..

2.3 LESSOR shall provide and install two (2) 48-port angled patch panels on Rack 1.2 for Voice Transition Patch Panels (VTPP).

2.4 COUNTY shall provide and install LFU VTPP cables as required to connect Phone System to VTPP

2.5 LESSOR shall provide and install two (2) CAT6 cables from the MDF to the MPOE. The cables shall be terminated on surface mount biscuit jacks on both ends. Coordinate with the COUNTY prior to installation for placement of biscuit jacks.

2.6 LESSOR shall provide and install one (1) 25 Pair copper feeder from the MDF to the MPOE. The feeder shall be terminated on wall mounted 110-blocks on both ends. Coordinate with the COUNTY prior to installation for placement of the 110-blocks.

3.0 Fiber Infrastructure:

3.1 LESSOR shall provide, install, and secure in place a fiber optic inner duct with pull string from the MPOE to the MDF.

4.0 MDF Electrical:

4.1 LESSOR shall provide and install four (4) dedicated 120V/20A standard receptacles in the MDF. The said receptacles shall be installed and concealed inside the vertical wire management as specified in the drawing.

4.2 LESSOR shall provide and install five (5) dedicated 120V/20A NEMA 5-20R standard duplex receptacles at 18" above finished floor (A.F.F.) in the MDF as specified in the drawing.

4.3 COUNTY shall provide and install four (4) vertical power strips mounted at rack rear Geist PDU 120V/20A standard receptacles with customized rack mount standoff brackets.

5.0 Network and Phone System Equipment:

5.1 COUNTY shall provide and install all network devices, phone system components, and uninterruptible power supplies (UPS) as specified in the drawings.

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5.2 COUNTY shall coordinate with AT&T to install ASE Fiber services in Rack 1.1 as specified in drawings for network connectivity.

5.3 If necessary, the COUNTY shall provide a second UPS for the AT&T ASE Fiber equipment.

6.0 General Specifications:

6.1 All work shall be completed in accordance to the latest edition of COUNTY supplied plans, drawings, technical specifications, and with the Monterey COUNTY Low Voltage Cabling Standards (April 2015 or later).

6.2 All work shall conform to the requirements of the local building code, the latest edition, and all other applicable codes and ordinances.

6.3 All construction coordination efforts, work, and materials to deliver a turnkey project shall be provided by the LESSOR unless specifically and otherwise noted.

6.4 LESSOR shall submit a project schedule within 3 days of receipt of a Notice to Proceed (NTP) for review and approval by Health Department Operations Manager.

6.5 LESSOR shall have a single point of contact (Health Department Operation Manager) during entire project.

6.6 Before work has been completed, LESSOR shall notify Health Department Operations Manager and County ITD to schedule a final walk-through.

6.7 All debris, trash, etc. resulting from installation shall be removed on a daily basis from site.

6.8 LESSOR shall receive clarification and authorization by Health Department Operation Manager and County ITD, in writing, prior to starting work on any items not clearly defined or identified in the construction drawings and/or the scope of work provided herein.

6.9 Any drawing provided by Monterey COUNTY Information Technology Department (ITD), shall be marked up "red lined" by LESSOR with any pertinent changes and information

6.10 Modified drawings shall be returned to ITD during final expectance walk-through

6.11 All completed aspects of this IT Scope-of-Work shall be inspected and signed off by the Health Department Operation Manager.

6.12 LESSOR'S work crew (low voltage contractor) will be on site for final inspection and all discrepancies shall be corrected prior to acceptance.

7.0 Cabling Specifications:

7.1 LESSOR shall verify all cabling distances prior to installation.

7.2 LESSOR shall provide a minimum of ten feet of service loop (slack) to allow for future movement for all copper/fiber cable runs into cabinet and racks. The service loop shall be neatly coiled and concealed where possible.

7.3 LESSOR shall utilize existing conduit infrastructure where feasible and shall notify ITD prior to pulling new cable, if the existing cabling route (conduit) cannot accommodate the proposed work.

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7.4 LESSOR shall verify placement and orientation of equipment racks with the Health Department Operation Manager prior to installation.

7.5 LESSOR shall label each cabling component (Rack, Patch Panel, LIU, etc.) as specified on plans and drawings.

7.6 LESSOR shall test and certify each copper and fiber termination.

8.0 Grounding Specifications:

8.1 All above grade connections shall be exothermic welds, two-hole high compression tinned copper lugs or crimps. In some cases, the LESSOR shall make connections as specified in the plans sheet notes.

8.2 All below grades connections shall be exothermic welds.

8.3 All materials and labor shall be provided by the LESSOR unless otherwise noted.

8.4 All nuts, bolts, washers, brackets, and other miscellaneous hardware shall be stainless steel.

8.5 All non-conductive coatings shall be removed and the metal shall be burnished prior to all bonds.

8.6 Anti-oxidant compound shall be applied to all mating surfaces prior to bonding.

8.7 All completed exterior bonds shall be treated with a zinc galvanizing compound.

8.8 All construction/work shall be performed in a SAFE, WORKMANLIKE manner and in accordance with National Electrical Code and COUNTY Specifications. If there is a conflict in the differing specifications, the most stringent shall prevail.

8.9 All parts and materials shall be listed by U.L. /equivalent agency or be approved by the Authority Having Jurisdiction (AHJ).

8.10 All parts and materials shall by installed/used in the manner listed/intended.

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EXHIBIT D

SUMMARY OF SERVICES AND UTILITIES

The following is a summary of services and utilities responsibilities of LESSOR and LESSEE for the proposed use of the Premises:

	N/A	LESSOR	LESSEE
Provide adequate paper supplies, dispensers, and waste and recycling containers for the Premises and restrooms within Premises			X
Provide adequate custodial service for the interior of the Premises per schedule attached as Exhibit G, "Custodial Services Specifications"			X
Provide adequate custodial service for the interior of elevator (including minor vacuuming of door tracks)			X
Provide adequate custodial service for exterior of the Premises, as described in ARTICLE 1.2 (including steam cleaning or pressure washing sidewalks and stairs), Once a year (Annually)		X	
Provide custodial services to empty the three trash receptacles located outside of the elevator, and one each floor			X
Professionally clean carpets, rugs, tile and linoleum flooring as indicated in Exhibit G			X
Professionally clean existing drapes, blinds, and window shades as indicated in Exhibit G			X
Professionally clean interior windows as indicated in Exhibit G			X
Professionally clean exterior windows as indicated in Exhibit G		X	
Provide adequate pest control for the interior of the Premises. This exludes termites, common areas, and or any other areas not leased by LESSEE, which are the owners responsibility.			X
Provide adequate pest control for exterior of Premises (including issues concerning termites, and swarming pest such as wasp and bees)		X	
Provide adequate landscape maintenance and gardening (including landscape irrigation system and associated water supply and service)		X	
Provide adequate parking lot area sweeping as necessary.			X
Provide one-time restriping during the initial lease term, ADA parking every 5 years, during each extended lease term		X	
Provide adequate refuse, rubbish, garbage, and recyclable (paper, plastic, and aluminum, if available) disposal and pick up service		X	
Provide adequate fire sprinkler systems testing		X	
Provide adequate fire alarm systems monitoring		X	
Provide fire extinguishers and respective certification		X	
Provide adequate intrusion/security alarm systems monitoring			X
Provide adequate patrolled security guard	X		
Provide adequate heating, ventilation & air conditioning (HVAC) systems filter replacements, unit inspections, unit lubrications and record keeping pursuant to the California Code of Regulations, Title 8, Section 5142		X	
Provide adequate servicing of uninterrupted power source (UPS)	X		
Provide adequate servicing of backup generator	X		
Provide adequate gas utility service as per ARTICLE 13			X
Provide adequate electric utility service as per ARTICLE 13			X
Provide adequate water utility service as per ARTICLE 13		X	

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Provide adequate telephone and data service (including connection charges)			X

LESSOR and LESSEE contact information is detailed in ARTICLE 6 of this Lease.

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EXHIBIT E

SUMMARY OF REPAIR AND MAINTENANCE RESPONSIBILITIES

The following is a summary of maintenance and repair responsibilities of LESSOR and LESSEE for the proposed use of the Premises:

	N/A	LESSOR	LESSEE
Common Areas (exterior only)		X	
Foundations and Floor Slabs		X	
Elevators and/or Dumb Waiters		X	
Exterior and Bearing Walls		X	
Exterior Doors and Hardware		X	
Exterior Windows and Window Frames		X	
Roofs (including replacement if deemed necessary)		X	
Gutters, Drains and Downspouts		X	
Parking Lot Garage Door and Parking Garage Electronic Access Card Reader		X	
Individual Ceiling Tiles Damaged by the LESSEE (Lessee will not be responsible for any repairs beyond the ceiling tiles, including but not limited to ceiling grid repairs, structural repairs, or any other repairs.)			X
Replacement of restroom fixtures		X	
Reasonable routine maintenance and repairs of restroom fixtures		X	
Fire Sprinkler Systems		X	
Fire Alarm Systems		X	
Intrusion/Security Alarm Systems (excluding common areas)			X
Heating, Ventilation and Air Conditioning (HVAC) Systems (including replacement if deemed necessary)		X	
Heating, Ventilation and Air Conditioning (HVAC) control switches, sensors and thermostats		X	
Electrical Systems (including electrical outlets, panels, circuit breakers and wiring)		X	
Resetting of the non-defective circuit breaker of electrical outlet on exterior walls provided that the LESSEE has access to the electrical panel			X
Plumbing Systems (including sewer, below the floor fixture, and or in walls)		X	
Plumbing Systems (including sewer, below the floor fixture, and or in walls)		X	
Clearing drain stoppages in the fixtures, extending to the wall and floor. LESSOR will address any issues beyond this scope			X
Exterior Lighting (including starters, ballasts, transformers and light switches)		X	
Interior Lighting (including starters, ballasts, transformers and light switches)			X
Interior Light Bulbs and Fluorescent Light Tubes (replacement)			X
Interior Walls		X	
Interior Wall Surfaces (including repainting every 5 years if Premises wall surfaces are accessible), If needed.		X	
Interior Doors and Hardware		X	
Interior Windows and Window Frames		X	
Carpet, VCT, and Linoleum Flooring for normal wear and tear (including replacement if deemed necessary and with the understanding that LESSEE pays for moving office furniture and equipment). This item does not include stains or damage due to tenant negligence.		X	
Base and/or Moldings (including replacement if deemed necessary)		X	
Appliances (excluding common area)			X
Communication Systems (data/telephone cabling, connections and equipment)			X

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***Notwithstanding the forgoing, LESSEE will pay to LESSOR the reasonable cost of any repairs or maintenance required as a result of negligent acts or omissions, or which is otherwise the fault, of LESSEE, its agents, employees, contractors, guests, or invitees.**
****LESSEE will also pay to LESSOR the reasonable cost of any repair or maintenance required for LESSEE-installed improvements to the Premises, such as phone/data cabling, support equipment, trade fixtures, special door locks, and any other equipment used to meet LESSEE'S operational needs that are considered above normal general office space improvements.**

LESSOR and LESSEE contact information is detailed in ARTICLE 6 of this Lease.

EXHIBIT F

SERVICE CONTACT LIST (Page 1 of 2)

Item	Contact	Number
Back Up Generator		
Cabinets/Millwork		
Carpenter		
Ceiling Tile		
Electrical		
Electronic Gates and Garage Doors		
Elevator		
Elevator Phone		
Exterior Door and Hardware		
Flooring		
Fire Sprinkler System		
Fire Extinguisher Servicing		
Fire Alarm		
Heating & Air Conditioner		
Industrial Hygienist		
Interior Door and Hardware		
Janitorial for common areas		
Janitorial for the Premises		
Landscape Maintenance		
Light Bulbs & Fluorescent Tubes		
Locksmith		
Painting		
Pest Control		
Parking Lot Repair		

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SERVICE CONTACT LIST (Page 2 of 2)

Item	Contact	Number
Parking Lot Sweeping		
Patrolled Security		
Plumbing		
Remediation of Env. Hazards		
Roofing System		
Roof Gutters & Downspouts		
Security Alarm Company		
Sewer & Drain Cleaning		
Tree Trimming & Removal		
Utility (Gas & Electric)		
Utility (Telephone)		
Utility (Water)		
Waste Disposal & Recycle		
Water Softening/Treatment		
Window Replacement & Repair		
Window Cleaning		

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EXHIBIT G

CUSTODIAL SERVICE SPECIFICATIONS (Page 1 of 3)

DAILY SERVICE (Monday through Friday)
A. General Cleaning
1. Empty wastebaskets; replace liners, place trash in dumpster
2. Sweep outside of the Premises entrances
3. Remove graffiti from any interior walls
B. Floor and Carpet Care (including stairways)
1. Sweep and dust mop hard surface floors with treated mop
2. Vacuum carpeted floors and entry mats
3. Damp mop all spills on hard surfaces
4. Remove gum/candy from carpet/floors
C. Window Cleaning
1. Clean entry door and lobby glass, inside and outside
2. Clean interior partitions and counter glass
3. Clean interior/exterior door glass
D. Restroom Cleaning (including non-exclusive areas of the building)
1. Empty waste containers
2. Sweep and wet mop floors
3. Restock dispensers with the proper product (common area to have extra service performed in mid-morning and mid-afternoon, M-F)
4. Clean and disinfect all restroom fixtures (common area to have extra service performed in mid-morning and mid-afternoon, M-F)
5. Unstop urinals, toilets and sinks (Notify LESSOR of necessary repairs.) (common area only)
6. Clean restroom mirrors and glass
7. Replenish air fresheners in all restrooms (common area only and as needed)
8. Remove graffiti from interior walls
9. Damp wipe all walls and partitions (as needed)
10. Clean around all door knobs and push plates
E. Dusting
1. Tops of all filing cabinets (only if cleared off and with notice posted by office worker)
2. Tops of desks where cleared (only if cleared off and with posted notice by office worker)
3. Table tops and counters where cleared

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CUSTODIAL SERVICE SPECIFICATIONS (Page 2 of 3)

WEEKLY SERVICE (Fridays)
A. General Cleaning
1. Remove fingerprints from doors, walls, and light switches
2. Remove marks/clean door kick plates
3. Wash wastebaskets/trash receptacles inside and out
4. Wash all handrails
5. Clean around door knobs/push plates
B. Floor and Carpet Care (including stairways)
1. Damp mop all hard surface floors
2. Buff all hard surface floors using a high speed buffing machine
3. Spot clean all carpeted floors
C. Restroom Cleaning
1. Scrub all sinks with abrasive cleaner
2. Scrub inside toilets and urinals with acid-type bowl cleaner
D. Dusting
1. All windows and door sills
2. Ledges, baseboards, and partitions
3. All chairs
4. Remove cobwebs from ceilings, corners and crevices, etc.
BI-WEEKLY SERVICES (Fridays)
Dry shampoo all carpeted areas.
MONTHLY SERVICE (Last Weekend of the Month)
A. Floor and Carpet Care
1. Scrub and refinish all hard surface floors using an acrylic finish
2. Edge out all carpet areas (areas that are out of reach during normal vacuuming)
B. Restroom Cleaning (including non-exclusive areas of the building)
1. Wash all walls and partitions
C. Dusting
1. Vacuum all upholstered furniture
2. Clean all blinds, drapes and window shades
D. Additional requirements specific to Premises
1. Shampoo all upholstered furniture

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CUSTODIAL SERVICE SPECIFICATIONS (Page 3 of 3)

QUARTERLY SERVICES (January, April, July, October)
A. General Cleaning
1. Wash exterior of all desks, filing cabinets, and tables
B. Floor and Carpet Care
1. Shampoo all carpeted areas using bonnet method
2. Strip and refinish all hard surface floors using an acrylic finish
C. Window Cleaning
1. Wash inside and outside windows
D. Dusting
1. High dust all light fixtures, HVAC vents and surface/ledges above six (6) feet.
BI-ANNUAL SERVICES (April and October)
A. Restroom Cleaning (including non-exclusive areas of the building)
1. Machine scrub restroom floors (porcelain tile floors)
ANNUAL SERVICES
A. Floor and Carpet Care
1. Steam/Extraction clean all carpeted areas

*** LESSOR and LESSEE agree that it may be necessary to modify the foregoing Custodial Service Specifications to better meet facility needs. Such modification shall be with mutual written consent. LESSOR and LESSEE acknowledge that additional costs may apply.**

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EXHIBIT H

PROPOSITION 65 WARNING

CALIFORNIA PROPOSITION 65 WARNING. This warning is provided in compliance with the requirements of California's Proposition 65, due to exposure to formaldehyde and other chemicals known to the State to cause cancer and birth defects or other reproductive harm, from exposures to materials used in and around the construction site of _____.

> **"WARNING: MATERIALS INCLUDED IN THE CONSTRUCTION OF THE PREMISES AND PROPERTY WILL EXPOSE YOU TO FORMALDEHYDE AND OTHER CHEMICALS KNOWN TO THE STATE OF CALIFORNIA TO CAUSE CANCER AND BIRTH DEFECTS OR OTHER REPRODUCTIVE HARM. FURTHER INFORMATION MAY BE OBTAINED FROM THE MANAGER/OWNER."**

This warning is provided to inform tenants of the exposure to formaldehyde and other chemicals known to the State to cause cancer and birth defects or other reproductive harm. The exposures are caused by the materials of which the office buildings on this site are constructed. **Environmental exposures to chemicals known to the State of California to cause cancer and birth defects or other reproductive harm will continue for as long as _____ engages in ongoing construction on and around the surrounding property.**

Formaldehyde. The United States Environmental Protection Agency, the California Air Resources Board, and other agencies have measured the presence of formaldehyde in the indoor air of homes in California. Levels of formaldehyde that present a significant cancer risk have been measured in most homes and offices. Formaldehyde is present in the air because it is emitted by a variety of building materials and products purchased by the builder from materials suppliers. These materials and products include carpeting, pressed wood products, insulation, plastics, and glues.

Other Chemicals. The Premises and/or ongoing construction sites in this development have not been tested. Given the cost of testing, it is not feasible to test every rental property and nearby construction site to ascertain the level of formaldehyde or other carcinogens and reproductive toxicants present in the rental property or ongoing construction sites nearby. Most homes, offices and construction sites that have been tested elsewhere do contain formaldehyde as well as other carcinogens and reproductive toxicants, although their concentrations vary from property to property with no obvious explanations for the differences. One of the problems is that many of the suppliers of building materials and products do not provide information on chemical ingredients to their builders. In the absence of specific information on these leased premises, and in light of the materials used in and around their construction, we believe that a warning is necessary.

Please provide this warning to invitees and guests entering this leased property. You may have further questions about these issues. _____, has made no inquiries of our material suppliers concerning these matters. _____ is willing to provide, upon request, the names of known material suppliers, which may be contacted for further information.

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RENEWAL AND AMENDMENT NO. 1 TO AGREEMENT BY AND BETWEEN THE COUNTY OF MONTEREY AND MONTEREY COUNTY RAPE CRISIS CENTER

THIS RENEWAL AND AMENDMENT NO. 1 to the Agreement (A-16043) made by and between the County of Monterey**,** a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and Monterey County Rape Crisis Center (hereinafter referred to as "CONTRACTOR") with respect to the following.

WHEREAS, on October 5, 2022, COUNTY and CONTRACTOR entered into Agreement A-16043 for the term October 1, 2022, through September 30, 2025, for the provision to work together toward the mutual goal of providing maximum available assistance for victims of sexual assault residing in Monterey County; and

WHEREAS, on September 30, 2025, the Agreement between the COUNTY and CONTRACTOR expired; and

WHEREAS, COUNTY and CONTRACTOR wish to renew and amend the Agreement to extend the term for three (3) additional years, for an aggregate term of October 1, 2022, through September 30, 2028, each agency reaffirms its agreement to support the Sexual Assault Response Team (SART) Program through coordination and/or provision of the services described herein; and adding Exhibit A, Business Associate Agreement.

NOW THEREFORE, COUNTY and CONTRACTOR hereby agree as follows:

1. **Last paragraph of the Operational Agreement "effect from", shall be amended by removing** "We the undersigned, as authorized representatives of the Monterey County Rape Crisis Center and the Monterey County Health Department do hereby approve this document which shall be in effect from October 1, 2022 to September 30, 2025", **and replacing it with** "We the undersigned, as authorized representatives of the Monterey County Rape Crisis Center and the County of Monterey Health Department do hereby approve this document which shall be in effect from October 1, 2022, to September 30, 2028".

2. **Exhibit A, "Business Associate Agreement",** shall be added to provide certain services for Covered Entity that involve the Use and Disclosure of Protected Health Information ("PHI") that is created, received, transmitted, or maintained by the Business Associate for or on behalf of the Covered Entity.

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

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4. A copy of this Renewal and Amendment No. 1 shall be attached to the original Agreement executed by the County on October 5, 2022.

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IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Renewal and Amendment No. 1 as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Elsa Mendoza Jimenez, Director of Health Services

Date: _____

Approved as to Form

By: DocuSigned by: Kevin Serrano CF464EA4829E4B5...
County Counsel

Date: 10/7/2025 | 1:50 PM PDT

Approved as to Fiscal Provisions

By: DocuSigned by: Patricia Ruiz E79EF64E57454F6...
Auditor/Controller

Date: 10/8/2025 | 8:20 AM PDT

Approved as to Liability Provisions

By: _____
Risk Management

Date: _____

CONTRACTOR

By: Signed by: Lauren DaSilva 973967772EBF4A1...
Signature of Chair, President, or Vice President

Lauren DaSilva, Executive Director
Name and Title

Date: 10/3/2025 | 9:51 AM PDT

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

_____
Name and Title

Date: _____

County Board of Supervisors' Agreement No _____approved on _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

Renewal and Amendment No. 1 Monterey County Rape Crisis Center
Term: 10/1/2022 to 9/30/2028
NTE: $0.00

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BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") effective upon execution ("Effective Date"), is entered into by and among between the County of Monterey, a political subdivision of the State of California, on behalf of the Health Department _____ ("Covered Entity") and Monterey County Rape Crisis Center ("Business Associate") (each a "Party" and collectively the "Parties").

RECITALS

A. WHEREAS, Business Associate provides certain services for Covered Entity that involve the Use and Disclosure of Protected Health Information ("PHI") that is created, received, transmitted, or maintained by Business Associate for or on behalf of Covered Entity.

B. WHEREAS, the Parties are committed to complying with the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), and their implementing regulations, including the Standards for the Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, subparts A and E (the "Privacy Rule"), the Breach Notification Standards, 45 C.F.R. Part 160 and 164 subparts A and D (the "Breach Notification Rule"), and the Security Standards for the Protection of Electronic Protected Health Information, 45 C.F.R. Part 160 and Part 164, subparts A and C (the "Security Rule") (collectively "HIPAA"), all as amended from time to time.

C. WHEREAS, the Parties are also committed to complying with the California Confidentiality Laws (defined below).

D. WHEREAS, to the extent that Business Associate is performing activities in connection with covered accounts for or on behalf of Covered Entity, the Parties are also committed to complying with applicable requirements of the Red Flag Rules issued pursuant to the Fair and Accurate Credit Transactions Act of 2003 ("Red Flag Rules").

E. WHEREAS, the Privacy and Security Rules require Covered Entity and Business Associate to enter into a business associate agreement that meets certain requirements with respect to the Use and Disclosure of PHI. This BAA sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information ("EPHI") shall be handled, in accordance with such requirements.

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this BAA, the Parties agree as follows:

AGREEMENT

1. DEFINITIONS

All capitalized terms used in this BAA but not otherwise defined shall have the meaning set forth in HIPAA.

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(a) "Breach" shall have the same meaning as "breach" as defined in 45 C.F.R. § 164.402; however, the term "Breach" as used in this BAA shall also mean the unlawful or unauthorized access to, Use or Disclosure of a patient's "medical information" as defined under Cal. Civil Code § 56.05(j), for which notification is required pursuant to Cal. Health & Safety Code 1280.15, or a "breach of the security of the system" under Cal. Civil Code § 1798.29.

(b) "California Confidentiality Laws" shall mean the applicable laws of the State of California governing the confidentiality, privacy, or security of PHI or other personally identifiable information (PII), including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code § 56 *et seq.*), the patient access law (Cal. Health & Safety Code § 123100 *et seq.*), the HIV test result confidentiality law (Cal. Health & Safety Code § 120975 *et seq.*), the Lanterman-Petris-Short Act (Cal. Welf. & Inst. Code § 5328 *et seq.*), and California's data breach law (Cal. Civil Code § 1798.29).

(c) "Protected Health Information" or "PHI" shall mean any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual or the past, present or future payment for the provision of health care to an individual; (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information that can be used to identify the individual, and (iii) is provided by Covered Entity to Business Associate or created, maintained, received, or transmitted by Business Associate on Covered Entity's behalf. PHI, when used in this BAA, includes EPHI.

(d) "Services" shall mean the services for or functions performed by Business Associate on behalf of Covered Entity pursuant to an underlying services agreement "(Services Agreement") between Covered Entity and Business Associate to which this BAA applies.

2. PERMITTED USES AND DISCLOSURES OF PHI

Unless otherwise limited herein, Business Associate may:

(a) Use or Disclose PHI to perform Services for, or on behalf of, Covered Entity, provided that such Use or Disclosure would not violate the Privacy or Security Rules, this BAA, or California Confidentiality Laws if done by Covered Entity;

(b) Use PHI to provide Data Aggregation Services for the Health Care Operations of Covered Entity, if required by the Services Agreement and as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

(c) Use PHI if necessary for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted by 45 C.F.R. § 164.504(e)(4)(i);

(d) Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as

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permitted under 45 C.F.R. § 164.504(e)(4)(ii), provided that Disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will remain confidential and be Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person, and that such person will notify the Business Associate of any instances of which such person is aware that the confidentiality of the information has been breached; and

(e) Use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1).

3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI

3.1. Responsibilities of Business Associate. Business Associate shall:

(a) Notify the Privacy Officer of Covered Entity, in writing, of: (i) any Use and/or Disclosure of the PHI that is not permitted by this BAA; (ii) any Security Incident of which Business Associate becomes aware; and (iii) any suspected Breach. Such notice shall be provided within five (5) business days of Business Associate's discovery of such unauthorized access, acquisition, Use and/or Disclosure, Security Incident, or suspected Breach. Notwithstanding the foregoing, the Parties acknowledge the ongoing existence and occurrence of attempted but ineffective Security Incidents that are trivial in nature, such as pings and other broadcast service attacks, and unsuccessful log-in attempts. The Parties acknowledge and agree that this Section 3.1(a) constitutes notice by Business Associate to Covered Entity of such ineffective Security Incidents and no additional notification to Covered Entity of such ineffective Security Incidents is required, provided that no such Security Incident results in unauthorized access, acquisition, Use or Disclosure of PHI. For the avoidance of doubt, a ransomware attack shall not be considered an ineffective Security Incident and shall be reported to Covered Entity, irrespective of whether such Security Incident results in a Breach. Business Associate shall investigate each Security Incident or unauthorized access, acquisition, Use, or Disclosure of PHI, or suspected Breach that it discovers and shall provide a summary of its investigation to Covered Entity, upon request;

(i) If Business Associate or Covered Entity determines that such Security Incident or unauthorized access, acquisition, Use, or Disclosure, or suspected Breach constitutes a Breach, then Business Associate shall provide a supplemental written report in accordance with 45 C.F.R. § 164.410(c), which shall include, to the extent possible, the identification of each individual whose PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used or Disclosed during the Breach, to Covered Entity without unreasonable delay, but no later than five (5) business days after discovery of the Breach;

(ii) In consultation with Covered Entity, Business Associate shall promptly mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper access, acquisition, Use, or Disclosure, Security Incident, or Breach; and

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(iii) Covered Entity shall have sole control over the timing and method of providing notification of such Breach to the affected individual(s), the appropriate government agencies, and other persons required by law to be notified. Business Associate shall assist with any notifications, as requested by Covered Entity. Business Associate shall take prompt corrective action, including any action required by applicable State or federal laws and regulations relating to such Security Incident or non-permitted access, acquisition, Use, or Disclosure. Business Associate shall reimburse Covered Entity for its reasonable costs and expenses in providing notification to affected individuals, appropriate government agencies, and any other persons required by law to be notified (e.g., without limitation, the media or consumer reporting agencies), including, but not limited to, any administrative costs associated with providing notice, printing and mailing costs, public relations costs, attorney fees, and costs of mitigating the harm (which may include the costs of obtaining up to one (1) year of credit monitoring services and identity theft insurance) for affected individuals whose PHI or other PII has or may have been compromised as a result of the Breach.

(b) Implement appropriate administrative, physical, and technical safeguards and comply with the Security Rule and industry best practices to prevent Use and/or Disclosure of EPHI other than as provided for by this BAA;

(c) Obtain and maintain a written agreement with each of its Subcontractors that creates, receives, maintains, or transmits PHI that requires each such Subcontractor to adhere to restrictions and conditions that are at least as restrictive as those that apply to Business Associate pursuant to this BAA. Upon request, Business Associate shall provide Covered Entity with copies of its written agreements with such Subcontractors;

(d) Make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the Use and/or Disclosure of PHI received from, created, maintained, or transmitted by Business Associate on behalf of Covered Entity to the Secretary of the Department of Health and Human Services ("Secretary") in a time and manner designated by the Secretary for purposes of determining Covered Entity's or Business Associate's compliance with HIPAA. Business Associate shall immediately notify Covered Entity of any such requests by the Secretary and, upon Covered Entity's request, provide Covered Entity with any copies of documents Business Associate provided to the Secretary. In addition, Business Associate shall promptly make available to Covered Entity such practices, records, books, agreements, policies and procedures relating to the Use and Disclosure of PHI for purposes of determining whether Business Associate has complied with this BAA or maintains adequate security safeguards, upon reasonable request by Covered Entity. The fact that Covered Entity has the right to inspect, inspects, or fails to inspect Business Associate's internal practices, records, books, agreements, policies and procedures does not relieve Business Associate of its responsibility to comply with this BAA, regardless of whether Covered Entity detects or fails to detect a violation by Business Associate, nor does it constitute Covered Entity's acceptance of such practices or waiver of Covered Entity's rights under this BAA;

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(e) Document Disclosures of PHI and information related to such Disclosure and, within twenty (20) days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of the Disclosures of the individual's PHI in accordance with 45 C.F.R. § 164.528 and the HITECH Act. At a minimum, the Business Associate shall provide Covered Entity with the following information: (i) the date of the Disclosure; (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI Disclosed; and (iv) a brief statement of the purpose of such Disclosure which includes an explanation of the basis for such Disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within ten (10) days, forward such request to Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

(f) Subject to Section 4.4 below, return to Covered Entity in a mutually agreeable format and medium, or destroy, within thirty (30) days of the termination of this BAA, the PHI in its possession and retain no copies, including backup copies;

(g) Use, Disclose to its Subcontractors or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder;

(h) If all or any portion of the PHI is maintained in a Designated Record Set;

(i) Upon ten (10) days' prior written request from Covered Entity, provide access to the PHI to Covered Entity, or to the individual, if so directed by Covered Entity, to meet a request by an individual under 45 C.F.R. § 164.524 or California Confidentiality Laws. Business Associate shall notify Covered Entity within five (5) days of its receipt of a request for access to PHI from an individual; and

(ii) Upon ten (10) days' prior written request from Covered Entity, make any amendment(s) to the PHI that Covered Entity directs pursuant to 45 C.F.R. § 164.526. Business Associate shall notify Covered Entity within five (5) days of its receipt of a request for amendment of PHI from an individual.

(i) If applicable, maintain policies and procedures to detect and prevent identity theft in connection with the provision of the Services, to the extent required to comply with the Red Flag Rules;

(j) To the extent that Business Associate carries out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations;

(k) Unless prohibited by law, notify Covered Entity as soon as possible and in no case later than five (5) days after the Business Associate's receipt of any request

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or subpoena for PHI. To the extent that Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with Covered Entity in such challenge; and

(l) Maintain policies and procedures materially in accordance with HIPAA and California Confidentiality Laws and industry standards designed to ensure the confidentiality, availability, and integrity of Covered Entity's data and protect against threats or vulnerabilities to such data.

3.2 Business Associate Acknowledgment.

(a) Business Associate acknowledges that, as between the Business Associate and Covered Entity, all PHI shall be and remain the sole property of Covered Entity.

(b) Business Associate is not permitted to Use PHI to create de-identified information except as approved in writing by Covered Entity.

(c) Business Associate further acknowledges that it is obligated by law to comply, and represents and warrants that it shall comply, with HIPAA. Business Associate shall comply with all California Confidentiality Laws, to the extent that such state laws are not preempted by HIPAA.

(d) Business Associate further acknowledges that Uses and Disclosures of PHI must be consistent with Covered Entity's privacy practices, as stated in Covered Entity's Notice of Privacy Practices. The current Notice of Privacy Practices can be retrieved online from the Covered Entity's webpage. Business Associate agrees to review the Notice of Privacy Practices at this URL at least once annually while doing business with Covered Entity to ensure it remains updated on any changes to the Notice of Privacy Practices Covered Entity may make.

3.3 Responsibilities of Covered Entity. Covered Entity shall notify Business Associate of any (i) changes in, or withdrawal of, the authorization of an individual regarding the Use or Disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.508, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI; or (ii) restrictions on Use and/or Disclosure of PHI as provided for in 45 C.F.R. § 164.522 agreed to by Covered Entity, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.

4. TERM AND TERMINATION

4.1 Term. This BAA shall become effective on the Effective Date and shall continue in effect until all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or if it is infeasible to return or destroy PHI, protections are extended to such PHI, in accordance with the termination provisions in Section 4.4. Certain provisions and requirements of this BAA shall survive its expiration or other termination as set forth in Section 5 herein.

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4.2 Termination. If Covered Entity determines in good faith that Business Associate has breached a material term of this BAA, Covered Entity may either: (i) immediately terminate this BAA and any underlying Services Agreement without penalty; or (ii) terminate this BAA and any underlying Services Agreement within thirty (30) days of Business Associate's receipt of written notice of such breach, if the breach is not cured to the satisfaction of Covered Entity.

4.3 Automatic Termination. This BAA shall automatically terminate without any further action of the Parties upon the termination or expiration of all Services Agreements between Covered Entity and Business Associate that would necessitate having this BAA in place.

4.4 Effect of Termination. Upon termination or expiration of this BAA for any reason, Business Associate shall return or destroy all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(J) if, and to the extent that, it is feasible to do so. Prior to returning or destroying the PHI, Business Associate shall recover any PHI in the possession of its Subcontractors. Business Associate shall certify in writing that all PHI has been returned or securely destroyed, and no copies retained, upon Covered Entity's request. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall notify Covered Entity in writing of the condition that makes return or destruction infeasible. If Covered Entity agrees that return or destruction of the PHI is infeasible, as determined in its sole discretion, Business Associate shall: (i) retain only that PHI which is infeasible to return or destroy; (ii) return to Covered Entity the remaining PHI that the Business Associate maintains in any form; (iii) continue to extend the protections of this BAA to the PHI for as long as Business Associate retains PHI; (iv) limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction of the PHI not feasible and subject to the same conditions as set out in Sections 2 and 3 above, which applied prior to termination; and (v) return to Covered Entity the PHI retained by Business Associate when such return is no longer infeasible.

5. MISCELLANEOUS

5.1 Survival. The obligations of Business Associate under the provisions of Sections 3.1, 3.2, and 4.4 and Article 5 shall survive termination of this BAA until such time as all PHI is returned to Covered Entity or destroyed.

5.2 Amendments; Waiver. This BAA may not be modified or amended, except in a writing duly signed by authorized representatives of the Parties. To the extent that any relevant provision of HIPAA or California Confidentiality Laws is materially amended in a manner that changes the obligations of the Parties, the Parties agree to negotiate in good faith appropriate amendment(s) to this BAA to give effect to the revised obligations. Further, no provision of this BAA shall be waived, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

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5.3 **No Third Party Beneficiaries**. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

5.4 **Notices**. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or via facsimile or email to the facsimile telephone numbers or email addresses listed below.

If to Business Associate, to:

Monterey County Rape Crisis Center
Attn: Lauren DaSilva

Phone: (831)771-0411
Fax:
Email: lauren@mtryrapecrisis.org

If to Covered Entity, to:

County of Monterey Health Department
Attn: Compliance/Privacy Officer
1270 Natividad Road
Salinas, CA 93906
Phone: 831-755-4018
Fax: 831-755-4797
Email: sumeshwarsd@co.monterey.ca.us

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

5.5 **Counterparts; Facsimiles**. This BAA may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile and electronic copies hereof shall be deemed to be originals.

5.6 **Relationship of Parties**. Notwithstanding anything to the contrary in the Services Agreement, Business Associate is an independent contractor and not an agent of Covered Entity under this BAA. Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all Business Associate obligations under this BAA.

5.7 **Choice of Law; Interpretation**. This BAA shall be governed by the laws of the State of California. Any ambiguities in this BAA shall be resolved in a manner that allows Covered Entity and Business Associate to comply with HIPAA and the California Confidentiality Laws.

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5.8 Indemnification. Business Associate shall indemnify, defend, and hold harmless the County of Monterey (the "County"), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including costs incurred by the County with respect to any investigation, enforcement proceeding, or third party action, arising out of, or in connection with, a violation of this BAA, HIPAA or California Confidentiality Laws, or a Breach that is attributable to an act or omission of Business Associate and/or its agents, members, employees, or Subcontractors, excepting only loss, injury, cost, expense, penalty or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the Parties to provide the broadest possible indemnification for the County. This provision is in addition to, and independent of, any indemnification provision in any Services Agreement between the Parties.

5.9 Applicability of Terms. This BAA applies to all present and future Services Agreements and business associate relationships, written or unwritten, formal or informal, in which Business Associate creates, receives, transmits, or maintains any PHI for or on behalf of Covered Entity in any form whatsoever. This BAA shall automatically be incorporated in all subsequent agreements between Business Associate and Covered Entity involving the Use or Disclosure of PHI whether or not specifically referenced therein. In the event of any conflict or inconsistency between a provision of this BAA and a provision of any other agreement between Business Associate and Covered Entity, the provision of this BAA shall control unless the provision in such other agreement establishes additional rights for Business Associate or additional duties for or restrictions on Business Associate with respect to PHI, in which case the provision of such other agreement will control.

5.10 Insurance. In addition to any general and/or professional liability insurance required of Business Associate under the Services Agreement, Business Associate agrees to obtain and maintain, at its sole expense, liability insurance on an occurrence basis, covering any and all claims, liabilities, demands, damages, losses, costs expenses, fines, and compliance costs arising from a breach of the obligations of Business Associate, its officers, employees, agents and Subcontractors under this BAA. Without limiting the foregoing, at a minimum, Business Associate's required insurance under this Section shall include cyber liability insurance covering breach notification expenses, network security and privacy liability. The insurance coverage limits, per claim and in the aggregate, shall not be less than the following amounts based upon the number of unique patient served under this agreement:

County

Initial
LD
Contractor

Unique Patients	Coverage
Less than 12,001	~~$2,000,000~~
12,001 – 30,000	$3,000,000
30,001 – 60,000	$5,000,000
More than 60,000	$10,000,000

If the Business Associate maintains broader coverage and/or higher limits than these minimums, the Covered Entity requires, and shall be entitled to, the broader coverage and/or the higher limits maintained by the Business Associate. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be

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available to the Covered Entity. Such insurance coverage will be maintained for the term of this BAA, and a copy of such policy or a certificate evidencing the policy shall be provided to Covered Entity at Covered Entity's request.

5.11 Legal Actions. Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any actual or potential action, proceeding, regulatory or governmental orders or actions, or any material threat thereof that becomes known to it that may affect the interests of Covered Entity or jeopardize this BAA, and of any facts and circumstances that may be pertinent to the prosecution or defense of any such actual or potential legal action or proceeding, except to the extent prohibited by law. This includes, without limitation, any allegation that Business Associate has violated HIPAA or other federal or state privacy or security laws.

5.12 Audit or Investigations. Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any audit, compliance review, or complaint investigation by the Secretary or other state or federal agency related to compliance with HIPAA or the California Confidentiality Laws.

5.13 Assistance in Litigation or Administrative Proceedings. Business Associate shall make itself, and any Subcontractors, employees, or agents assisting Business Associate in the performance of its obligations under any Services Agreements, available to Covered Entity, at no cost to Covered Entity, to testify in any claim commenced against Covered Entity, its directors, officers, employees, successors, and assigns based upon claimed violation by Business Associate or its agents or subcontractors of HIPAA or other applicable law, except where Business Associate or its Subcontractor, employee, or agent is a named adverse party.

5.14 No Offshore Work. In performing the Services for, or on behalf of, Covered Entity, Business Associate shall not, and shall not permit any of its Subcontractors, to transmit or make available any PHI to any entity or individual outside the United States without the prior written consent of Covered Entity.

5.15 Information Blocking Rules. Business Associate shall not take any action, or refuse to take any action, with regard to Covered Entity's electronic health information that would result in "information blocking" as prohibited by 42 U.S.C. § 300jj-52 and 45 C.F.R. Part 171 (collectively, "Information Blocking Rules"). Business Associate and Covered Entity shall cooperate in good faith to ensure Covered Entity's electronic health information is accessed, exchanged, and used in compliance with the Information Blocking Rules.

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IN WITNESS WHEREOF, each of the undersigned has caused this BAA to be duly executed in its name and on its behalf as of the Effective Date.

BUSINESS ASSOCIATE	**COVERED ENTITY**
By: _____	By: Signed by: Lauren DaSilva 973967772EBF4A1...
Print Name _____	Print Name: Lauren DaSilva
Print Title _____	Print Title: Executive Director
Date: _____	Date: 10/3/2025 | 9:51 AM PDT

DocuSigned by:
Kevin Serrano
CF464EA4829E4B5...

Kevin Serrano

Deputy County Counsel

10/7/2025 | 1:50 PM PDT

Docusign Envelope ID: B25DA299-A1E0-4563-9EDA-0DABB2DDA12C

Addendum No.1

To Agreement by and between
County of Monterey, Health Department, Public Health Bureau,
AND
Monterey Rape Crisis Center

This Addendum No.1 amends and modifies the County of Monterey Standard Agreement (hereinafter "Agreement") by and between the County of Monterey, on behalf of the Health Department, Public Health Bureau (hereinafter "COUNTY"), and Monterey Rape Crisis Center (hereinafter "CONTRACTOR").

This Addendum No.1 has the full force and effect as if set forth within the Terms. To the extent that any of the terms or conditions contained in this Addendum No.1 may contradict or conflict with any of the terms and conditions of the Agreement, it is expressly understood and agreed that the terms and conditions of this Addendum No.1 shall take precedence and supersede the Agreement.

NOW, THEREFORE, COUNTY and CONTRACTOR agree that the Agreement terms and conditions shall be amended, and modified to Section 5.10 Insurance of the Business Associate Agreement as follows:

1. Business Associate Agreement Paragraph 5.10 Insurance. The COUNTY agrees to reduce the required cyber insurance coverage from $2,000,000 to $1,000,000. In the event that the CONTRACTOR increases its cyber insurance coverage during the duration of this Agreement to the required amount, the CONTRACTOR agrees to provide the COUNTY with its updated cyber insurance.

2. Except as provided herein, all other terms and conditions of this Standard Agreement with Monterey Rape Crisis Center shall remain in full force and effect.

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

CONTRACTOR-Monterey County Rape Crisis Center

Approved:

By: Signed by: Lauren DaSilva 973967772EBF4A1...

Lauren DaSilva, Executive Director
Name and Title

Date: 10/3/2025 | 9:51 AM PDT

Approved:

By: _____

Name and Title

Date: _____

COUNTY OF MONTEREY

Approved as to Form

By: DocuSigned by: Kevin Serrano CF464EA4829E4B5...
Deputy County Counsel

Date: 10/7/2025 | 1:50 PM PDT

Approved:

By: DocuSigned by: Patricia Ruiz E79EF64E57454F6...
Auditor/Controller

Date: 10/8/2025 | 8:20 AM PDT

Approved:

By: _____
Elsa Jimenez/ Director of Health

Date: _____

Approved:

By: _____
Contracts/Purchasing

Date: _____

Docusign Envelope ID: FEB90002-803D-4A8D-87C2-6BBAD1C91707

STUDENT PLACEMENT AGREEMENT
BETWEEN
COUNTY OF MONTEREY, ON BEHALF OF NATIVIDAD MEDICAL CENTER
AND
Sonoma State University

THIS AGREEMENT is made and entered into this 1 day of August, 2025 Between Sonoma State University ("Institution") and the County of Monterey, on behalf of Natividad Medical Center (hereinafter "COUNTY").

A. Institution is committed to service in the community and applied learning experiences for students. 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, students enhance their understanding of course content, sense of civic responsibility, self-awareness, professional development and commitment to the community.

B. The mission of 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 Institution, COUNTY and students. Institution supports the goals and objectives of the COUNTY program in which students will participate.

D. Health services provided and administered by COUNTY are governed by but not limited to: Health Insurance Portability and Accountability Act of 1996, 45 C.F.R. Part 160 and Part 164 as amended by the Health Information Technology for Economic and Clinical Health Act and its implementing regulations; California Confidentiality of Medical Information Act, Ca. Civil Code §§ 56 et seq.; Lanterman-Petris-Short Act [Welfare and Institutions Code Section 5000 et seq.]; California Code of Regulations, Title 22, § 51009; Confidential Nature of Records; Welfare and Institutions Code section 14100.2 and 42 Code of Federal Regulations section 431.300 et.seq.

The parties agree as follows:

I. INSTITUTION'S RESPONSIBILITIES

A. Student Profile. Institution shall make available to COUNTY a field application student profile which shall include the student's name, address, telephone number, other pertinent information. COUNTY shall review student applications and select students for internship with COUNTY. Each student shall be responsible for submitting his or her student

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profile before the Program training period begins. COUNTY shall regard this information as confidential and shall use the information only to identify each student.

B. Schedule of Assignments. Institution shall notify COUNTY designated staff of student assignment, including the name of the student, level of academic preparation, and length and dates of proposed experience. The maximum number of students 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 students.

D. Records. Institution shall maintain all personnel records for its staff and all academic records for its students. COUNTY will ensure any records kept for student performance are sent to the Institution as proof of student accomplishments.

E. Student Qualifications: Institution shall provide appropriate health and safety training to all students on a regular basis, in accordance with prevailing Federal and State laws and regulations. Institution shall require that each student designated by Institution for clinical and/or practicum experience under this Agreement shall meet the minimum qualifications for a student in the designated Program. Additionally, Institution shall ensure that: (i) all students have documented training to meet OSHA Regulations on occupational Exposure to Blood-borne Pathogens prior to the beginning of the internship experience; and (ii) each student assigned to 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 has his or her own health insurance if not provided by the Institution.

G. Student Responsibilities. Institution shall notify students in the program that they are responsible for:

1) Complying with COUNTY's clinical and administrative policies, procedures, rules and regulations, as outlined in Exhibit A of this Agreement.

2) Arranging for his/her own transportation and living arrangements.

3) Assuming responsibility for personal illnesses, necessary immunizations, tuberculin tests, annual health examinations and other requirements as identified by COUNTY; refer to Exhibit A for COUNTY training requirements.

4) Maintaining the confidentiality of patient information.

a) No student shall have access to or have the right to receive any medical record, except when necessary in the regular course of the practicum

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experience. The discussion, transmission, or narration in any form by students 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 as defined in Recital D of this Agreement and its implementing regulations.

c) COUNTY shall reasonably assist student in obtaining patient consent in appropriate circumstances when applicable. In the absence of consent, students shall use de-identified information only in any discussions about the clinical experience with Institution, its employees, or agents.

5) Complying with COUNTY's dress code and wearing name badges identifying themselves as Student Intern, if specified by COUNTY.

6) Insurance requirements. See Section V.

H. Field Experience Plan. Institution shall assist in establishing a plan/learning agreement for the field experience by mutual agreement between COUNTY's representative and the Institution's Field Faculty representative and the student.

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.

II. COUNTY RESPONSIBILITIES

A. Field Experience. At COUNTY's discretion, COUNTY shall accept from Institution the student and shall provide the student 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 COUNTY's personnel appointments that may affect the student field program.

C. Access to Facilities. COUNTY shall permit students enrolled in the Program access to COUNTY facilities as appropriate and necessary for their Program, provided that the students' presence shall not interfere with COUNTY's activities.

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D. Records and Evaluations. COUNTY shall maintain complete records and reports on student's performance and provide an evaluation to Institution on forms the Institution shall provide.

E. Withdrawal of Students. COUNTY shall have the right to immediately terminate a student's placement/assignment if student who, in the judgment of COUNTY, is not participating satisfactorily or refuses to follow the COUNTY's administrative policies, procedures, rules and regulations, including but not limited to inappropriate behavior, dress and/or hygiene. COUNTY shall immediately notify the student and the Institution by telephone or in person. The student and representative(s) of the Institution may meet with COUNTY to determine whether the student will be reinstated in the internship assignment at COUNTY, and if so, upon terms and conditions determined by COUNTY to be appropriate.

F. Emergency Health Care/First Aid. COUNTY shall, on any day when a student is receiving training at its facilities, ensure student has access to emergency health care or first aid for accidents occurring in its facilities at Institution and/or student expense.

G. COUNTY's Confidentiality Policies. As trainees, students 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 (as defined in Recital D). If Institution suspects a breach of any of these policies, Institution must notify COUNTY 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 from the Institution.

III. AFFIRMATIVE ACTION AND NON-DISCRIMINATION

The parties agree that all students 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 or veteran status.

IV. STATUS OF STUDENTS

Institution represents that the students enrolled in the Program are in attendance for educational purposes, and such students 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. Students are considered members of COUNTY's "workforce" for purposes of Recital D compliance and COUNTY policies and procedures. If the student is a paid employee of COUNTY, the student will be covered under COUNTY's insurance policies, including Workers' Compensation, to the extent available to other employees.

V. INSURANCE

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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.

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.

The Institution shall maintain or shall cause each student 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 trainee's supervised field experience. The Institution shall furnish proof of such insurance coverage prior to execution of this agreement.

In addition, Institution shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

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

The Institution shall provide commercial general liability and automobile liability Endorsement(s) naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the Institution's work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by COUNTY and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the Institution's insurance.

Student Automobile liability insurance, students who drive to/from any clinical work location, must provide proof of valid California driver's license for in-state students or other valid state driver's license for out-of-state students and proof of insurance.

Workers' Compensation Insurance, if Institution 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.

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Except for ten (10) days' notice of non-payment, the Institution and COUNTY will require thirty (30) days written notice if the policy is canceled, non-renewed, or coverage/limits that are reduced or materially altered.

VI. INDEMNIFICATION.

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, performance of this Agreement by Institution and/or its officers, agents, employees, ~~students,~~ or subcontractors, excepting only loss, injury or damage caused by the 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 COUNTY. ~~The Institution shall reimburse COUNTY for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Institution is obligated to indemnify, defend and hold harmless COUNTY under this Agreement.~~

Initial & Date

9/30/25

VII. TERM AND TERMINATION

A. Term. This Agreement shall be effective as of the date first written above and shall remain in effect until July 31, 2028.

B. Renewal. This Agreement may be renewed by mutual agreement.

C. Termination. This Agreement may be terminated at any time by the written agreement or upon thirty (30) days' advance written notice by one party to the other.

VIII. GENERAL 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 I, Paragraph E, subdivisions 4.a), 4.b), and 4.c); Section I, Paragraph H, to the extent it provides that students are members of COUNTY's "workforce" for purposes of HIPAA; Section II, Paragraph E; and Section IV. 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 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.

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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 sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below.

TO UNIVERSITY:

Attn: Krista Altaker Ph.D., MSN, RN
Professor and Chair
Department of Nursing
Sonoma State University
1801 E. Cotati Avenue
Nichols Hall, Room 262A
Rohnet Park, CA 94928
Phone: 707-664-2654
Email: krista.altaker@sonoma.edu

Attn: Judy Vincenti
Contract Analyst
Sonoma State University
1801 E. Cotati Avenue
Salazar Hall, Financial Services
Rohnert Park, CA 94928
Phone: 707-664-4168
Fax: 707-664-4183
Email: Vincenti@sonoma.edu

Natividad Medical Center
ATT: Contracts Division
1441 Constitution Blvd.
Salinas, CA 93906
Fax: 831-757-2592

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IX. 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.

INSTITUTION

By:_____
Name: Judy Vincenti
Title: Contract Analyst

Date: 9/30/25

COUNTY OF MONTEREY, ON BEHALF OF NATIVIDAD MEDICAL CENTER

By:_____
Name: Charles R. Harris
Title: CEO

Date:_____

APPROVED AS TO LEGAL FORM:

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

Date: 10/6/2025 | 7:47 PM PDT

APPROVED AS TO RISK PROVISIONS:

By: Signed by: David Bolton 68FDC263FF6243C...
Risk Management

Date: 10/6/2025 | 4:38 PM PDT

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Exhibit A

County of Monterey, on behalf of Natividad Medical Center
1441 Constitution Blvd. Salinas, CA 93906

ACKNOWLEDGEMENT FORM

The County of Monterey, on behalf of Natividad Medical Center policies listed below are checked to indicate their pertinence to this specific internship. COUNTY 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

☐ HIV/AIDS Policy

☐ Asbestos Notification

☐ Discrimination and Sexual Harassment Policy

☐ Smoke-Free Policy

☐ Information Technology Appropriate Use Policy

☐ Confidentiality Acknowledgement (aka, Non-Disclosure Agreement)

☐ Compliance Handbook

☐ Department of Justice (DOJ) Criminal Background Check

☐ Employee Health Requirements, such as:

- Tuberculosis Screening
- Proof of COVID-19 Vaccination
- N-95 Respirator Fit Testing
- Influenza Consent or Declination Form
- Hepatitis B & T-Dap
- MMR
- Varicella

☐ Other N/A

I acknowledge that I have received the above applicable COUNTY policies and that I understand and agree to comply with the conditions specified therein.

Jane Doe

Student's Name (Print) Date

Student Signature

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MASTER SERVICE AGREEMENT (MSA)

NOTICE: MEMBERS MAY HAVE ADDITIONAL OBLIGATIONS TO SUPPLIER UNDER THIS SEPARATE, INDIVIDUAL END USER AGREEMENT WITH SUPPLIER (COLLECTIVELY, THE "END USER AGREEMENT"), THAT ARE NOT SPECIFICALLY COVERED OR CONTEMPLATED BY THE PRODUCT SUPPLIER AGREEMENT BETWEEN SUPPLIER AND VIZIENT SUPPLY, LLC (THE "VIZIENT AGREEMENT"), TO WHICH THIS END USER AGREEMENT IS ATTACHED. PLEASE NOTE THAT (I) VIZIENT HAS NOT NEGOTIATED OR APPROVED THE TERMS OF THIS END USER AGREEMENT AND (II) MEMBERS HAVE THE ABILITY TO NEGOTIATE THE TERMS OF SUCH END USER AGREEMENT LOCALLY TO SUIT THEIR SPECIFIC NEEDS. MEMBERS SHOULD BE AWARE THERE MAY BE INCONSISTENCIES BETWEEN THE TERMS OF THE VIZIENT AGREEMENT AND THIS END USER AGREEMENT. AS SUCH, EACH MEMBER MAY WANT TO CONSIDER RETAINING ITS OWN LEGAL COUNSEL WHEN NEGOTIATING AND/OR ENTERING INTO THIS END USER AGREEMENT.

THIS AGREEMENT (the "Agreement") is made and entered effective the 1st day of January 2026 ("Effective Date"), by and between County of Monterey, for services at **Natividad Medical Center** ("Member" or "Client"), and HPC International, Inc. (dba **HPC),** an Illinois company ("HPC" or "Supplier"). Member and HPC are sometimes referred to herein individually as a "Party" and collectively as the "Parties". This Agreement is subject to the Product Supplier Agreement between Vizient Supply, LLC ("Vizient") and HPC (the "Vizient Agreement"). Notwithstanding anything to the contrary in this Agreement, or in any order acknowledgement, instrument, correspondence or other terms or conditions provided, presented or submitted, from time to time, by HPC or its representatives to, or executed by, any Member (any of the foregoing, "HPC's Other Terms"), HPC hereby expressly agrees and acknowledges that none of the rights and remedies of Members, or the obligations and liabilities of HPC, contained in the Vizient Agreement shall be reduced, eliminated, superseded or otherwise affected by any of the terms, conditions, limitations, disclaimers, restrictions or other provisions set forth in this Agreement or in any of HPC's Other Terms.

WHEREAS, Member and HPC are entering into this certain Supplier Agreement which is further identified as Supplier contract number _NMC-LMS-2026-VIZ_ (as may be amended from time-to-time, the "Agreement"); and

WHEREAS, the Parties create this Agreement pursuant to the terms, covenants and conditions set forth herein as it pertains to the specific products and services (the "Products & Services") which are further described in Vizient Exhibit A.

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter expressed, the Parties agree as follows:

1. Defined Terms. Unless otherwise defined herein, all capitalized terms used in this Agreement shall have the same meanings as those defined in the Vizient Agreement BP0120.

2. Term and Termination.

   A. Term. This Agreement shall have an initial term of three (3) years beginning on January 1, 2026 and expiring on December 31, 2028 (the "Initial Term"). Parties may extend via written amendment signed by both parties.

   B. Without Cause Termination. After the Initial Term, either Party may terminate this Agreement at any time, with or without cause, by delivering not less than one hundred twenty (120) days' prior written notice thereof to the other Party.

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In the event this Agreement is terminated, Member is responsible for paying to HPC all Product Charges and Service Fees earned through the effective date of termination, including the full 12-month Annual Service Fee for the current year of service for **HPC**Librarian and a prorated Shared Savings Fee, if applicable, for the portion of the current year that has been completed if savings are reported year-to-date as compared to the same time period during the previous year period. Full payment of all earned and invoiced revenue through the date of termination is due to HPC prior to the termination becoming effective.

In the event the source of funding for HPC's services is covered through local, state or federal government funds and in the event those funds become unavailable to Client (i.e. a non-appropriation of funds), this Agreement may be immediately terminated by Client without advance notice to HPC, provided that full payment to HPC is made for all services rendered and already performed through the date of immediate termination. Failure to pay or delayed payment to HPC for services rendered will be considered unacceptable and a material breach of this Agreement, and HPC reserves the right to take legal action against the Client to recoup any outstanding balance due.

C. Termination of Prior Agreement. HPC and Client previously entered into a service agreement effective May 1, 2022 (the "Prior Agreement"). HPC and Client wish to mutually terminate all obligations between the parties arising from the Prior Agreement, effective as of the Effective Date of this Agreement. Therefore, as the Effective Date of this Agreement, HPC and Client agree that the Prior Agreement is unconditionally terminated in its entirety and shall have no further force and effect.

3. Payment Terms. Payment terms are Net-30 from when the County of Monterey Auditors Office receives the invoice certified for payment by Natividad. Payments may be made via check.

   A. Client agrees to provide HPC with their completed and signed w-9 form, their completed HPC New Customer Form, and, if applicable, their tax exemption certificate.

   B.

4. Non-Payment or Insolvency of a Member. In the event that a Member fails to pay Supplier for Products, becomes bankrupt or insolvent, makes an assignment for the benefit of creditors or goes into liquidation, or if proceedings are initiated for the purpose of having a receiving order or winding up order made against a Member, or if a Member applies to the courts for protection from its creditors, then this Agreement shall not terminate, but HPC shall have the right to discontinue the sale of Products and Services to that Member and to seek the full collection by any means necessary of all unpaid outstanding invoices due to HPC for services rendered.

5. Miscellaneous.

   A. Deliverables vary by service, as described in detail in EXHIBIT 1 (**HPC**Librarian).

   B. Member and HPC each represent and warrant to the other that the person signing this Agreement on its respective behalf has the requisite authority and power to do so, and to thereby bind the Party on whose behalf such person is signing.

   C. This Agreement may be executed in a number of identical counterparts which, taken together, shall constitute collectively one Agreement.

   D. Any changes to this Agreement, the Exhibits and/or the Attachments must be made in writing after mutual agreement of the Parties.

   E. A waiver of any breach of this Agreement of any of the terms or conditions by either Party thereto shall not be deemed a waiver of any repetition of such breach or in any way affect any other terms or conditions hereof; no waiver shall be valid or binding unless in writing and signed by all Parties.

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6. Independent Contractors. For the purposes of this Agreement, the Parties are acting as independent contractors. Nothing contained in this Agreement shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship. Neither Party has any authority to act as agent for, or on behalf of, the other Party, or to represent or bind the other Party, in any manner without its prior written consent. Member shall not be entitled to worker's compensation, retirement, insurance, or other benefits afforded to employees of HPC, and likewise HPC shall not be entitled to worker's compensation, retirement, insurance, or other benefits afforded to employees of Member. Confidentiality and Proprietary Information. The Parties mutually agree that all knowledge and information regarding and related to the products, services, processes, terms and deliverables under this Agreement are proprietary and/or confidential in nature. Each party forever agrees not to use the confidential/proprietary information disclosed to it by the other party for its own use or for any other purpose except to carry out this Agreement, and each party forever agrees not to disclose such information to any unauthorized party, individual, agency, entity or medium without the express written consent of the other party. HPC considers its specialized training of its employees, the operational processes it has developed, the technological systems it has created, the deliverables of its services, the customized reporting it provides, and the services it offers as the exclusive proprietary and confidential information of HPC. During the Term of this Agreement, including any extensions thereof, neither party shall knowingly recruit, solicit, employ, provide internship to, promise to hire, or hire any of the other party's employees assigned to this project or assigned to HPC's HPCLibrarian division(s) for the duration of this Agreement and for an additional two years thereafter. Confidential information of the Parties does not include information that is or becomes publicly known or available as a result of Member's proper compliance with the California Public Records Act.

7. Governing Law. This Agreement shall be governed by the laws of the State of California.

   Any controversy or claim arising out of this Agreement or the breech thereof shall be settled with the sole and exclusive courts and under the jurisdiction of the State of Illinois within the United States of America unless otherwise agreed by the Parties.

8. Non-Discrimination. During the performance of this Agreement, Contractor, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in Contractor's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, full comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

9. Indemnity. HPC shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "County"), its officers, agents and employees from any and all claims, liability and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the HPC's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of County. "HPC's performance" includes HPC's action or inaction and the action or inaction of HPC's officers, employees, agents and subcontractors.

10. Insurance.

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A. Evidence of Coverage. Prior to commencement of this Agreement, HPC 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.

B. Qualifying Insurers: All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by Client's Contracts/Purchasing Director.

C. Insurance Coverage Requirements: Without limiting HPC's duty to indemnify, HPC shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

i. 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.

ii. Workers' Compensation Insurance - If HPC 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

D. Other Requirements: All insurance required by this Agreement shall be with a company acceptable to Client 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 HPC completes its performance of services under this Agreement.

Each liability policy shall provide that Client 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 HPC and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability policy 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 HPC's insurance. The required endorsement from for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement from for Automobile Additional Insured Endorsement is ISO Form CA 20 48 02 99.

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

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HPC shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by Client, annual certificates to Client's Contracts/Purchasing Department. If the certificate is not received by the expiration date, Client shall notify HPC and HPC shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by HPC to maintain such insurance is a default of this Agreement, which entitles Client, at its sole discretion, to terminate the Agreement immediately.

IN WITNESS WHEREOF, the Parties have created this Agreement to be signed by their duly authorized officers to be effective as of the Effective Date.

County of Monterey on behalf of Natividad Medical Center

1441 Constitution Blvd

Salinas, CA 93906

(831) 755-4111

By: _____

Name: _____

Title: _____

Date: _____

Reviewed and Approved as to legal provisions

Signed by:
Stacy Saetta
696D21D44C4341D...
10/8/2025 | 2:28 PM PDT

Chief Deputy

HPC INTERNATIONAL, INC.

5261-A Fountain Drive

Crown Point, IN 46307

(219) 922-4868

By: Megan Lippert

Name: Megan Lippert

Title: Executive Vice President

Date: 9/26/2025

Reviewed and Approved as to fiscal Provisions

DocuSigned by:
Patricia Ruiz
E79EF64E57454F6...
10/9/2025 | 7:35 AM PDT

Auditor Controller Analyst I

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EXHIBIT 1
HPCLibrarian

Service Description:
HPCLibrarian solution also known as HPC's Library Management Service or "LMS" is an on-demand library and research service that works like hiring a virtual medical librarian, providing support to staff to manage the library's budget and subscription expenses, making purchasing decisions, overseeing subscription renewals, promotion of library resources and services available, and providing on-demand research assistance. HPC's team of librarians manages your individual or institutional library, oversees library subscription renewals, negotiates the costs of library resources, and provides research support for clinical staff to fuel evidence-based practice and ensure you remain in compliance with healthcare accreditation guidelines and professional development requirements. **HPC**Librarian can provide additional support to your existing librarian team or it can fully transition all librarian responsibilities, research training and support, budgeting, and library operations under the HPC umbrella of oversight that's powered by the HPC S.M.A.R.T. Hub and run by HPC's dedicated personal librarian team.

There are three core service areas for managing any medical library, and HPC offers all three in an "a la carte" format. Members choose the areas of support they need, and HPC customizes service to fit each Member's unique educational needs and library goals.

Select the areas of support you need.

X (1) collection development, subscription management and library budget oversight

☐ (2) build a brand new custom virtual online library or utilize HPC's S.M.A.R.T. Hub Librarian portal

X (3) update an existing library webpage, and then review monthly to update content and share news or changes to ensure the site remains current and accurate

X (4) day-to-day on-demand research support, literature searches, article requests, general librarian support, InterLibrary Loan (ILL,Docline) document delivery requests and management of other library inquiries from staff, residents and other patrons by a masters trained medical (or other specialty) librarian

☐ (5) other, please describe: _____

Description of Member's locations that will be provided access to HPC's LMS services.
Please list each location separately.

_____ _____

_____ _____

Definitions:
1. Subscription: Any resource made available through the library, including (but not limited to) medical journals, e-books, newspapers, databases, copyright protection subscriptions, patient education platforms, online clinical education programs, textbooks, study aids and non-clinical subscriptions. **The cost of subscriptions is in addition to the cost of HPC's service.**

2. Library Spend: Library Spend is the total dollar amount of purchases, expenditures and operational costs associated with the library during a full 12-month period, including but not limited to: subscription fees, license fees, any applicable late payment or penalty fees, print collection costs, real estate costs of maintaining a physical library space, library audit

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fees, library staff compensation and benefits, outsourced professional library management services, travel expenses, and the cost of the library web portal, and software licenses.

3. Annual Savings: Defined as: *[Last Year Library Spend – Current Year Library Spend] = Annual Savings*

Member Responsibilities:
Upon the execution of this Agreement, Member agrees to attend regular meetings with HPC to review HPC's performance of the services under this Agreement.

HPC Responsibilities:
Upon the execution of this Agreement, HPC agrees to schedule regular meetings with Member to review its performance of the services under this Agreement.

HPC Librarian Service Fee:
Client's annual pricing is outlined below.

- **Year 1 (1/1/2026 – 12/31/2026): $63,240** **Due Date: 1/1/2026**
- **Year 2 (1/1/2027 – 12/31/2027): $64,505** **Due Date: 1/1/2027**
- **Year 3 (1/1/2028 – 12/31/2028): $65,795** **Due Date: 1/1/2028**

*Amount for the Initial Term of this Agreement shall not exceed $193,540, as outlined above.
*Annual Service Fees are due at the start of the service period.

The annual service fee outlined in our agreement is based on the initial scope of responsibilities agreed upon by Client and HPC and is intended to cover an average of 10-12 hours HPC support each week. The agreement as outlined will cover a yearly max of up to 624 hours of support. HPC anticipates spending 20-25% of these hours on managing the library's subscription collection, annual renewals, and vendor correspondence; 50-60% on on-demand research support and assistance; 5-10% on the virtual library web portal maintenance and periodic updates; and the remaining 10-15% on CME program support. In the event Client requires additional HPC support over and above 624 hours per year, or in the event the scope of HPC's assigned responsibilities grow beyond what was anticipated, Client can, at its option, pre-approve additional support time and HPC will bill client according to the price schedule outlined in Vizient supplier agreement #BP0120 for additional hours of support over the initial 624 hours per year.

Client's Billing Preference:
HPC will invoice Client in lump-sum annual installments prior to the start of each annual service period, and the Annual Service Fees shall be due on or before the due dates outlined above.

HPC _____ **Member** _____

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THIS RENEWAL & AMENDMENT TO AGREEMENT NMC-VIZLMS-2022 (the "Amendment") is made and entered effective the _1st_ day of _July_ 2025 ("Effective Date"), by and between **COUNTY OF MONTEREY,** for services at Natividad Medical Center ("Client" or "the County"), and **HPC International, Inc.,** an Illinois MBE corporation with its principal office located at 5261-A Fountain Drive, Crown Point, IN 46307 ("Supplier" or "HPC"). Client and HPC are sometimes referred to herein individually as a "Party" and collectively as "the Parties".

WHEREAS, the Parties entered into the HPC Supplier Master Service Agreement **NMC-VIZLMS-2022** executed and made effective on June 15, 2022 and amended on May 1, 2025 (as may be amended from time-to-time, the "Agreement"); and

WHEREAS, the Agreement expired on June 30, 2025;

WHEREAS, the Parties desire to amend the Agreement pursuant to the terms, conditions and provisions set forth in this Renewal & Amendment and additional funding of $31,620 a revised contract amount of $214,004.62

1. Defined Terms. All capitalized terms used in this Renewal & Amendment shall have the same meanings given such terms in the Agreement, unless otherwise defined in this Renewal & Amendment, and all terms defined in this Renewal & Amendment and not defined in the Agreement are hereby incorporated into the Agreement for all pertinent purposes.

2. The Agreement shall be, and hereby is, retroactively reinstated in its entirety as the Effective Date, and shall be, and shall be considered to have been, at all relevant times as provided herein, in full force and effect as if the same had never expired.

3. **Section 1**. Section 1 to the Agreement is hereby amended and restated to read in its entirety as follows:

"Term. The Agreement had a term of May 1, 2022 to June 30, 2025. After June 30, 2025, the term shall continue on a month-to-month basis as needed for up to six (6) months through December 31, 2025. The County Shall notify HPC in writing at least ninety (90) days in advance to terminate this Agreement."

4. **Exhibit B**. Exhibit B to the Agreement is hereby deleted and replaced in its entirety and attached here to as Exhibit B-2.

5. Client and Supplier each represent and warrant to the other that the person signing this Amendment on its respective behalf has the requisite authority and power to do so, and to thereby bind the Party on whose behalf such person is signing.

6. This Renewal & Amendment may be executed in a number of identical counterparts which, taken together, shall constitute collectively one Agreement.

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Except as herein expressly modified, all terms and conditions of the original Master Service Agreement shall remain in full force and effect. To the extent of any inconsistency between the terms and conditions of the Agreement and those of this Renewal & Amendment, the terms and conditions of this Renewal & Amendment shall govern.

IN WITNESS WHEREOF, the Parties hereto have hereunto affixed their respective hands and seals the day and year first written below. The Parties acting in good faith are in full and complete agreement on all terms contained within this Amendment and have carefully reviewed each section of the Agreement in its entirety.

NATIVIDAD MEDICAL CENTER	**HPC**
Street Address	**5261-A Fountain Drive**
City, State, Zip Code	**Crown Point, IN 46307**
	(219) 922-4868
By: _____	By: Megan Lippert
Name: _____	Name: Megan Lippert
Title: _____	Title: Executive Vice President
Date: _____	Date: 9/26/2025

Approved as to legal provisions

Signed by:
Stacy Saetta
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10/8/2025 | 2:37 PM PDT

Chief Deputy

Approved to fiscal provisions

DocuSigned by:
Patricia Ruiz
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10/8/2025 | 3:17 PM PDT

Auditor Controller Analyst I

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EXHIBIT B-2
Library Service Pricing

HPC Service Fees:

- **July 1, 2025 – July 31, 2025: $5,270.00 (due on 7/1/2025)**
- **August 1, 2025 – August 31, 2025: $5,270.00 (due on 8/1/2025)**
- **September 1, 2025 – September 30, 2025: $5,270.00 (due on 9/1/2025)**
- **October 1, 2025 – October 31, 2025: $5,270.00 (due on 10/1/2025)**
- **November 1, 2025 – November 30, 2025: $5,270.00 (due on 11/1/2025)**
- **December 1, 2025 – December 31, 2025: $5,270.00 (due on 12/1/2025)**

Annual Service Fees shall increase annually by 2% in future years of service for the duration of the Term of this Agreement based on the initial scope of responsibilities and amount of HPC support needed and agreed upon by Client and HPC, as described below under HPC Librarian Service Fees Description.

HPC Librarian Service Fees Description:
The annual service fee outlined in our agreement is based on the initial scope of responsibilities agreed upon by Client and HPC and is intended to cover an average of 10-12 hours HPC support each week. The agreement as outlined will cover a yearly max of up to 624 hours of support. HPC anticipates spending 20-25% of these hours on managing the library's subscription collection, annual renewals, and vendor correspondence; 50-60% on on-demand research support and assistance; 5-10% on the virtual library web portal maintenance and periodic updates; and the remaining 10-15% on CME program support. In the event Client requires additional HPC support over and above 624 hours per year, or in the event the scope of HPC's assigned responsibilities grows beyond what was anticipated, Client can, at its option, pre-approve additional support time and HPC will bill client according to the price schedule outlined in Vizient supplier agreement #BP0120 for additional hours of support over the initial 624 hours per year. All other terms and conditions of this Agreement shall be governed by the Vizient (formerly MedAssest) for the use of Librarian Service Agreement (LB0761).

Client's Billing Preference: All service fees covering May 1, 2022 through June 30, 2025 have been paid in full by Client to HPC. Monthly installment billing of the Annual Service Fees starting July 1, 2025 through December 31, 2025 shall be due on the 1st of each month.

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Monterey County
Board of Supervisors

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

Board Order

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

Agreement No.: A-16746
a. Approve and authorize the County Administrative Officer, or designee, to execute a Memorandum of Understanding (MOU) for a Five Year Term with the County of Santa Cruz (COSC) to collaborate on the establishment and implementation of a housing first, low-barrier navigation center program that provides temporary living facilities to individuals experiencing homelessness in the Pajaro River area and to establish the conditions for the purchase and transfer of Units to COSC by June 30, 2026.
b. Approve and authorize the County Administrative Officer or designee, to sign up to three (3) future amendments to this MOU where amendments do not significantly alter the purposes and goals of the MOU subject to review as to form by the Office of the County Counsel.

PASSED AND ADOPTED on this 27th day of February 2024, by roll call vote:

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

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting February 27, 2024.

Dated: March 1, 2024
File ID: 24-110
Agenda Item No.: 80

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

Vicente Ramirez, Deputy

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MEMORANDUM OF UNDERSTANDING RE: COORDINATION OF RESPONSIBILITIES RELATED TO IMPLEMENTATION OF THE ENCAMPMENT RESOLUTION FUNDING PROGRAM AND DEVELOPMENT OF A NON-CONGREGATE LOW-BARRIER HOUSING NAVIGATION CENTER IN WATSONVILLE, CALIFORNIA

This Memorandum of Understanding ("MOU") is entered into as of the last date opposite the respective signatures (the "Effective Date"), by and between the County of Santa Cruz, a political subdivision of the State of California ("COSC"), and the County of Monterey, a political subdivision of the State of California ("COM"), collectively referred to as "Counties" or "Parties" and sometimes individually referred to as "Party".

RECITALS

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

   i. Assist local jurisdictions in ensuring the safety and wellness of people experiencing homelessness in encampments;
   ii. Provide grants to local jurisdictions and Continuums of Care to resolve critical encampment concerns and transition individuals into safe and stable housing; and,
   iii. Encourage a data-informed, coordinated approach to address encampment concerns.

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

C. WHEREAS, the Pajaro River runs along the border of COSC's and COM's jurisdictional boundaries, and an estimated 70 people experiencing homelessness stay in the area each night on both sides of the river within the jurisdictional boundaries of both Counties and the City of Watsonville.

D. WHEREAS, in August 2022, the Parties began discussions on submitting a collaborative application to the second round of ERF Program to jointly address the longstanding issue of individuals experiencing homelessness in and around the Pajaro River.

E. WHEREAS, on February 14, 2023, the Board of Supervisors of the COM ("BOS-COM") received a presentation by the County Administrative Office, Intergovernmental & Legislative Affairs Division on the proposed joint project and authorized[1] the submission of an application[2] for ERF Program funding for approximately Eight Million Dollars ($8,000,000) to:

   i. Construct and provide operational funding for a 34-unit, non-congregate low-barrier housing navigation center within the City of Watsonville's jurisdictional boundaries until June 30, 2026, and
   ii. Provide rapid re-housing and housing navigation services for 70 people from the encampment population.

[1] BOS-COM Board Order (23-143 Agenda Item No. 15 Board Order)
[2] BOS-COM (COM ERF Application)

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F. WHEREAS, the people living in the Pajaro River area recommended, and other collaborative partners adopted, the name "Recurso de Fuerza" (Resource of Strength) for the non-congregate low-barrier housing navigation center.

G. WHEREAS, on June 14, 2023, the COM was provided notice of an award in the amount of $7,986,354.26 in funding through round 2 of the ERF program by the Cal ICH for the placement of interim housing and operational funding until June 30, 2026, of a 34-bed non-congregate low-barrier housing navigation center in Watsonville, California to steward Pajaro River encampment occupants on a path toward housing.

H. WHEREAS, on June 24, 2023, the COM entered into a Standard Agreement with the State of California[3] ("CAL ICH Agreement") for the award with a contract term of August 7, 2023, to March 31, 2027.

I. WHEREAS, COM shall expend no less than 50 percent and obligate 100 percent of the ERF program funds by June 30, 2024 as defined in the grant terms of the CAL ICH Agreement.

J. WHEREAS, all ERF program funds shall be expended by June 30, 2026, and any funds not expended by this date shall revert to the fund of origin pursuant to HSC Section 50253(e)(5) as defined in the grant terms of the CAL ICH Agreement.

K. WHEREAS, on September 8, 2023, the COM received the ERF Program award from Cal ICH.

L. WHEREAS, the Parties desire to identify roles and responsibilities in the development of a 34-non-congregate, low-barrier interim shelter including separate rooms for showers, restrooms, a dining room, laundry, storage and office rooms ("Units") to provide housing navigation and supportive services ("Recurso de Fuerza Program" or "Program") to people living along the Pajaro River.

M. WHEREAS, the Parties have worked together to identify and select development and service provision partners with extensive histories and success in executing similar projects with similar timeline requirements and service models to carry out the vision of this program.

N. WHEREAS, the following Exhibits are incorporated into this MOU:
Exhibit A – INSURANCE REQUIREMENTS
Exhibit B – DISPUTES AND CORRECTIVE ACTION

NOW, THEREFORE, in consideration of the recitals and mutual consideration, representations, conditions, and obligations contained in this MOU, and incorporated herein, the Parties agree as follows:

ARTICLE 1.
ROLES AND RESPONSIBILITIES

Section 1.1 Purpose and Goals

This MOU serves to establish a mutual understanding for the implementation of ERF for a low-barrier navigation center program in Watsonville, California for the public purpose of providing interim housing to individuals experiencing homelessness in the Pajaro River area within the jurisdictional boundaries of both Counties and the City of Watsonville.

[3]CAL ICH Agreement

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More specifically, this MOU will:

a. Identify roles and responsibilities between the Parties for housing of individuals experiencing homelessness near the Pajaro River;

b. Develop a low-barrier navigation center Recurso de Fuerza Program at the Site; and,

c. Transfer all, some, or none of the Units with existing furnishings from the COM to the COSC no later than June 30, 2026.

Section 1.2 Roles and Responsibilities

a. The COM shall:

1. Devote sufficient personnel to serve as the collaborative applicant of the ERF Program and administer the funds including executing agreements with State and local partners, reporting, budget modifications, technical assistance, disbursement of funds, and monitoring from Effective Date to March 31, 2027.

2. Reporting Requirements: COM shall submit all required reports to Cal ICH with fiscal and programmatic data reflecting the progress of their ERF program in a format provided by Cal ICH.

3. At the end of the grant funding period on June 30, 2026, or upon request by Cal ICH, COM shall provide information and products developed with grant funds on service delivery models including any materials that may be necessary to study the program or replicate it for implementation across the state.

4. Provide funding to support the lease in Watsonville ("Site") to accommodate the Units and Program until all funds have been expended on or before June 30, 2026.

5. Enter into contracts that will terminate on June 30, 2026, with mutually agreed upon and selected nonprofit partners for the daily operation of the Program until the Units transfer to COSC.

6. In the event of a sale of some or all the Units to COSC, assist in the transfer of those Units to COSC.

b. The COSC shall:

1. Commit to identifying source(s) of funding to continue the operation of the Program after June 30, 2026. COSC shall report to COM on or before February 1, 2026, regarding (1) the source(s) and amount(s), if any, of funding COSC has identified and (2) whether COSC intends to continue to operate the Program after June 30, 2026.

2. Provide Homeless Management Information System (HMIS) Agency Administrator level access, training, technical assistance, and data exports specific to the ERF grant at least bi-annually to the COM's Homeless Services Director and support staff.

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3. Provide HMIS access, training, and technical assistance to the navigation center operator.

c. The Parties agree that:

1. Each Party shall each designate staff who shall meet monthly to coordinate the execution and implementation for the duration of the ERF grant period.

2. Property and environmental records, reports, studies, and other relevant information shall be shared between the Parties as they become available.

3. Short-term and long-term Project low-barrier navigation center Program goals will be jointly determined by the Parties.

4. COM and COSC staff will continue to work together in drafting contracts to support the operations of the Recurso de Fuerza low-barrier navigation center Program. However, COSC will not be a party to those contracts.

5. If there is a disagreement between the Parties or their representative(s), the Parties shall proceed with resolution as outlined in Exhibit B: DISPUTES AND CORRECTIVE ACTION which is incorporated by this reference.

Section 1.3 Purchase and Transfer of Modular Units

a. The COM and COSC have mutually agreed upon the use of the Units for interim housing to shelter unhoused individuals at the Site.

b. The COM shall identify a service provider and/or vendor for the delivery and construction of the Units, and COM will enter into all necessary agreements with said service provider and/or vendor with a contract term ending on June 30, 2026.

c. COM shall insure the Units until the effective date of the transfer of ownership to COSC, if such transfer of ownership occurs. Insurance or Self-Insurance requirements are set forth in Exhibit A – INSURANCE REQUIREMENTS which is attached and incorporated by this reference.

d. If the Units are sold to COSC, on the date of transfer, COSC will accept ownership of the Units and will ensure that the required insurance is obtained prior to acceptance. COSC will commence to be solely responsible for insuring the units from that point forward.

e. Within 30 days after receiving the report from COSC identified in Section 1.2.b.1, above, COM shall inform COSC of whether it will offer to sell all, some, or none of the Units to COSC on or before June 30, 2026. Upon receipt of an offer to purchase some or all of the Units from COM, if any, COSC County Administrative Officer, or their designee, shall have 30 days thereafter to accept or decline the offer.

f. If COSC accepts COM's offer to sell to offer to sell some or all of the Units to COSC, the purchase price of the Units will be $1.00 per Unit. The sale of the Units, if at all, shall be on an "as is" basis with any existing furnishings then located in the Units, for a total fee not to exceed $50.00. A condition of purchasing the Units will be that COSC make the Units available

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to eligible program participants in accordance with the five-year term of use defined below in subdivision (f). COM will work with COSC to identify funding sources to support COM eligible program participants.

g. Five (5) Year Term of Use. COSC understands and agrees that the term of use for the Units by unhoused individuals experiencing homelessness shall be for a five (5) year period from the Effective Date of this MOU. COM is responsible for ensuring the Units are offered to eligible program participants until the transfer of Units to COSC, if at all, on or before June 30, 2026.

Section 1.4 Property Site and Location

a. COM and COSC agree that the property site to be utilized for the Navigation Center and for placement of the Units shall be the Site.

b. The Units shall be installed in the parking lot areas of the Site.

c. If the Site becomes unavailable during the initial two-year period of the ERF grant implementation, COM agrees to locate and secure another site, with collaboration and approval of the COSC.

d. After the initial two-year grant period, the COSC shall be responsible for ensuring that an alternative site has been identified and secured before the transfer of Units on or before June 30, 2026.

e. Right of Entry. COM shall ensure that any leases and/or agreements contain a provision ensuring that COM and COSC officers, employees, agents, consultants, and contractors shall have the right to enter upon the Site during normal business hours to conduct work, inspections, and investigations in accordance with this MOU. In connection with such entry for the purpose of work, inspections and/or investigations, the Counties each agree to repair and restore any damage caused by its respective officers, employees, agents, consultants, Program participants, and contractors.

ARTICLE 2.
GENERAL CONDITIONS

Section 2.1 General Compliance

The Parties, through their respective officers, employees, consultants, and contractors as applicable, agree to comply with all applicable federal, State and local laws and regulations governing public agencies, including any necessary environmental review and/or CEQA/NEPA analysis as applicable to the implementation of the proposed Program and corresponding ERF grant award for the implementation of said Program. Documentation of such compliance shall be made available for review by a Party upon request by the other Party.

Section 2.2 Term of MOU

The term of this MOU (the "Term") shall start as of the Effective Date of this MOU and shall terminate upon the conclusion of the Five (5) Year Term of Use for the Units as set for above in Section 1.3.g.

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Section 2.3 Termination

This MOU may be terminated by either Party upon 30 days advance written notice. Prior to any said termination, COM and COSC shall meet and confer in good faith. In the event of termination of this MOU by either Party, if the date of termination is before the purchase and transfer of Units to COSC, COM will retain ownership of the Units and if the date of termination is after the purchase and transfer of Units to COSC from COM, then COSC will retain ownership of the Units, the provisions of ARTICLE 3. ADMINISTRATIVE REQUIREMENTS shall survive the termination of this MOU.

Section 2.4 Mutual Indemnification

a. The COSC shall indemnify, defend, and hold harmless the COM, its officers, agents, representatives, volunteers, and employees from any claim, liability, demand, loss, costs and expenses (including reasonable attorneys' fees and costs), injury or damage rising out of, or in connection with, performance, or attempted performance, directly or indirectly, of this MOU by the COSC and/or its agents, employees or volunteers, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the COM. It is the intent of the Parties to this MOU to provide the broadest possible coverage for the COM. The COSC shall reimburse the COM for all costs, attorneys' fees, expenses, and liabilities incurred with respect to any claim, judgment, or litigation in which the COSC is obligated to indemnify, defend and hold harmless the COM pursuant to this MOU. This provision shall survive expiration or termination of this MOU.

b. The COM shall indemnify, defend, and hold harmless the COSC, its officers, agents, representatives, volunteers, and employees from any claim, liability, demand, loss, costs and expenses (including reasonable attorneys' fees and costs), injury or damage rising out of, or in connection with, performance, or attempted performance, directly or indirectly, of this MOU by the COM and/or its agents, employees or volunteers, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the COSC. It is the intent of the Parties to this MOU to provide the broadest possible coverage for the COSC. The COM shall reimburse the COSC for all costs, attorneys' fees, expenses, and liabilities incurred with respect to any claim, judgment, or litigation in which the COM is obligated to indemnify, defend and hold harmless the COSC pursuant to this MOU. This provision shall survive expiration or termination of this MOU.

Section 2.5 Insurance

During the term of this MOU, the Counties shall each secure and maintain the insurance or self-insurance as described in Exhibit A.

ARTICLE 3.
ADMINISTRATIVE REQUIREMENTS

Section 3.1 Documentation and Record-Keeping

a. Records to be Maintained. The Counties shall maintain all records and such records shall

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include but not be limited to:

1. Records providing a full description of each activity undertaken.
2. Records required to document the solicitation and selection of a developer and operator.
3. Records required by funding agencies related to the implementation of the MOU.

b. Retention. The Counties shall retain all records pertinent to services performed and expenditures incurred pursuant to this MOU and as defined in Section 5 of Exhibit D of the CAL ICH Agreement with COM for a period of three (3) years after the final payment for any and all costs incurred for services performed and expenditures incurred pursuant to this MOU and corresponding grant funding for the implementation of the ERF and Recurso de Fuerza low-barrier navigation center Program MOU.

ARTICLE 4.
PERSONNEL AND PARTICIPANT CONDITIONS

Section 4.1 Conduct

a. Assignability. Neither Party shall assign or transfer any interest in this MOU without the prior written consent of the other Party, at its sole discretion.

b. Hatch Act. The Counties agree that under this MOU, no funds shall be provided, nor will any personnel be employed in any way or to any extent engaged in the conduct of political activities that would violate 5 U.S.C. Chapter 15, Section 1501 et seq.

c. Conflict of Interest. The Counties each agree to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, as it may apply to their respective, agents' employees, consultants, officers, appointed or elected officials, as listed under this regulation.

ARTICLE 5.
ENVIRONMENTAL CONDITIONS

Section 5.1 Applicable Laws and Regulation

The Counties agree to comply with the following laws and regulations insofar as they apply to the performance of this MOU:

a. Clean Air Act, 42 U.S.C. 7401 through 7414.

b. Federal Water Pollution Control Act (Clean Water Act), as amended (33 U.S.C. 1318- Records and Reports) relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in Section 114 of the Clean Water Act (which authorizes the United States Environmental Protection Agency [EPA] to issue EPA Section 114 Information Requests to gather data necessary for enforcing environmental laws) and Section 308 of the Clean Water Act, and all regulations as applicable to the performance of this MOU.

c. Flood Disaster Protection Act of 1973 (P.L. 93-234) regarding the sale, lease or other transfer of land acquired, cleared, or improved under the terms of this MOU, as it may apply to the provisions of this MOU.

d. Environmental Protection Agency Lead-Based Paint Regulations.

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e. Historic Preservation requirements as set out in the National Historic Preservation Act, Pub. L. No. 89-665, as amended by Pub. L. No. 96-51) and the procedures set forth in 54 U.S.C. Section 300101, et seq. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a federal, State, or local historic property list.

ARTICLE 6.
OTHER PROVISIONS

Section 6.1 Entire MOU

This MOU contains all the terms and conditions agreed upon by the Parties.

No other understandings, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind any of the Parties hereto.

Section 6.2 Notices

Formal notices, demands and communications (other than day to day routine communications) between the Counties shall be sufficiently given if, and shall not be deemed given unless: (i) dispatched by certified mail, postage prepaid, return receipt requested, (ii) sent by express delivery or overnight courier service with a delivery receipt, (iii) personally delivered with a delivery receipt, or (iv) sent by electronic mail with a copy delivered by one of the previous three methods, to the office of the Party upon which service is being made shown as follows, or such other address as the Parties may designate in writing from time to time:

COUNTY OF MONTEREY:
Attn: Deborah Paolinelli, Assistant County Administrative Officer
168 W. Alisal Street, 3rd Floor
Salinas, California 93901
Email: paolinellid@co.monterey.ca.us

COUNTY OF SANTA CRUZ:
Attn: Randy Morris, Director of Human Services Department
1000 Emeline Avenue
Santa Cruz, CA 95060
Email: Randy.Morris@santacruzcountyca.gov

Such written notices, demands and communications shall be effective on the date shown on the delivery receipt as the date delivered or the date on which delivery was refused.

Section 6.3 Conformance with Federal and State Regulations

Should local, federal or State regulations touching upon this MOU be adopted, amended or revised during the term hereof, this MOU is subject to modification to assure conformance with such federal or State requirements.

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Section 6.4 Severability

If any term of this MOU is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect.

Section 6.5 Headings and Captions

Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this MOU or any provision thereof.

Section 6.6 No Third-Party Beneficiaries

There are no intended third-party beneficiaries to this MOU.

Section 6.7 Amendments

This MOU may not be modified, supplemented, or amended unless in writing by the Parties. Any modification, supplementation, amendment, or waiver must be signed by both Parties.

Section 6.8 Costs and Expenses

Each Party shall be responsible for its own costs and expenses in connection with any activities and negotiations undertaken in connection with this MOU, and the performance of each Party's obligations under this MOU.

Section 6.9 No Commissions

Each Party represents to the other that is has not retained, and shall not retain, the services of any broker, agent or finder with respect to the Site or in connection with any matters relating to this MOU, and agrees to hold the other Party harmless from and against any claim for commission, fee, or other remuneration by any broker, agent, or finder under any claimed retainer for services with respect thereto.

Section 6.11 Governing Law; Venue

This MOU shall be governed by and construed in accordance with the laws of the State of California without reference to choice-of-law principles, and venue for any action under this MOU shall be in the Superior Court of the County of Monterey, subject to any motion for transfer of venue.

Section 6.12 Counterparts and Electronic Signatures

This MOU may be executed in counterparts with electronic signatures, each of which shall be deemed an original but all of which together shall constitute one (1) and the same MOU.

Section 6.13 Non-Recourse MOU

No member, official, employee, agent, or consultant of any Party to this MOU shall be personally liable to any other Party, or any successor in interest or person claiming by, through or under any Party, in the event of any default or breach, or for or on account of any amount which may be or become due, or in any claim, cause or obligation whatsoever under the terms of this MOU.

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Section 6.14. Recitals

The Parties understand and agree that the recitals to this MOU are incorporated into this MOU by this reference.

Section 6.15 Attachments

The following attachments are hereby included within and incorporated by reference:
Exhibit A: Insurance Requirements
Exhibit B: Disputes and Corrective Action

Section 6.16 Authority of Signatories

The individuals executing this MOU on behalf of the Parties represent and warrant that he or she has the requisite authority to enter into this MOU on behalf of said Party.

SIGNATURES ON FOLLOWING PAGE

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IN WITNESS WHEREOF, this MOU has been executed by the Parties as of the Effective Date.

COUNTY OF MONTEREY:	**COUNTY OF SANTA CRUZ:**
County Administrative Office, Sonia M. De La Rosa, County Administrative Officer By: DocuSigned by: Deborah Paolinelli DFCFE819B75E478... Deborah Paolinelli Assistant County Administrative Officer Date: 3/14/2024 | 4:37 PM PDT	Human Services Department Randy Morris, Director By: DocuSigned by: Randy Morris D1FBBB7500084B1... Randy Morris, Director Date: 2/14/2024
APPROVED AS TO FORM: Office of the County Counsel-Risk Management Susan K. Blitch, Acting County Counsel By: DocuSigned by: Marina Pantchenko 2/14/2024 | 11:03 AM PST 65EE0F1502BD412... Marina Pantchenko Deputy County Counsel	**APPROVED AS TO FORM:** Office of the County Counsel Arthur Wille, County Counsel By: DocuSigned by: Arthur Wille 2/13/2024 FD318C222C094D0... Name: Arthur Wille Title: County of Santa Cruz
APPROVED AS TO FISCAL PROVISIONS: Rupa Shah, Auditor-Controller By: DocuSigned by: Ma Mor 2/14/2024 | 12:59 PM PST 2617DD077D65495... Name: _____ Title: _____	**APPROVED AS TO INSURANCE AND INDEMNIFICATION PROVISIONS:** Risk Management By: DocuSigned by: Gina Borasi 2/14/2024 E4EADC5BA53B4DB... Risk Management
APPROVED AS TO INSURANCE AND INDEMNIFICATION PROVISIONS: Office of the County Counsel-Risk Management Susan K. Blitch, Acting County Counsel By: DocuSigned by: David Bolton, Risk Manager 2/14/2024 | 11:44 AM PST 38F5C2C2B5F5249... David Bolton, Risk Manager	

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EXHIBIT A: INSURANCE REQUIREMENTS

The Counties each certify that they maintain a program of insurance and self-insurance that covers its activities in connection with this MOU as follows:

1. Professional Liability Insurance or self-insurance with financially owned and reputable companies with limits of one million dollars ($1,000,000) per claim and a general aggregate of three million dollars ($3,000,000). If such insurance is written on a claims- made form, it shall continue for three (3) years following termination of this MOU. The insurance shall have a retroactive date prior to coinciding with the effective date of this MOU. In the event that a claims-made policy is canceled or non-renewed, then the County shall obtain extended reporting (tail) coverage for the remainder of the three (3) year period.

2. Commercial General Liability Insurance or Self-Insurance. The County shall maintain insurance or self-insurance of five million dollars ($5,000,000) per occurrence and coverage of five million dollars ($5,000,000) in the aggregate.

3. Workers' Compensation Insurance (WCI) in a form and amount covering the County's full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.

4. The Counties, upon execution of this MOU, shall each furnish each other with Certificates of Insurance or a Letter of Self-Insurance evidencing compliance with requirements. Certificates shall further provide for thirty (30) days advance written notice to the other County/Party of any modification, change or cancellation of any of the above insurance coverage.

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EXHIBIT B: DISPUTES AND CORRECTIVE ACTION

Any claim, controversy, breach, or dispute arising out of this MOU, including, without limitation, the interpretation of any term or provision of this MOU, or any disagreement, claim, controversy, breach, or dispute arising out of the obligations under this MOU (individually, referred to as a "Dispute", and collectively referred to as "Disputes"), whether seeking damages or equitable relief, shall be subject to the following process.

1. Disputes between Parties shall be settled as quickly as reasonably possible to ensure minimal impact to MOU activities.

2. Parties shall first utilize a corrective action administrative process and negotiation to attempt to resolve Disputes prior to resulting to any other allowable remedy. Parties shall continue performance of the MOU activities during such resolution.

    a. Upon receipt by COM of information regarding a perceived failure by COSC to comply with any provision of this MOU, COM has the right to forward COSC a notice of COM's intent to consider corrective action to enforce compliance with such provision. Such notice will indicate the nature of the issue, or issues, to be reviewed in determining the need for corrective action. COSC may have the opportunity to respond or participate in formulating the corrective action recommendation. COM has the right to require the presence of COSC's officer(s) or employee(s) at any hearing or meeting called for the purpose of considering a corrective action.

    b. Upon receipt by COSC of information regarding a perceived failure by COM to comply with any provision of this MOU, COSC has the right to forward COM a noticed of COSC's intent to consider corrective action to enforce compliance with such provision. Such notice will indicate the nature of the issue, or issues, to be reviewed in determining the need for corrective action. COM may have the opportunity to respond or participate in formulating the corrective action recommendation. COSC has the right to require the presence of COM's officer(s) or employee(s) at any hearing or meeting called for the purpose of considering a corrective action.

    c. All requests shall be made in good faith and be reasonable in light of the economics and time efficiencies intended by the corrective action process.

    d. Any resolution requiring amendment of this MOU shall be executed as soon as reasonably possible, time is of the essence.

3. No formal proceedings for the judicial resolution of any dispute may be commenced until sixty (60) calendar days following the initiation of negotiations under this Section. Either Party may then seek whatever remedy is available in law or in equity.

4. For all claims arising from or related to this MOU, nothing in this MOU establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810), or any ordinance enacted by either Party governing the presentation or processing of such claims.

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Signatures: 3
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Envelope Originator:
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701 Ocean Street
Santa Cruz, CA 95060
Irene.Romero-Reyes@santacruzcountyca.gov
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In Person Signer Events	Signature	Timestamp

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Carlos Nuno Espinoza Carlos.NunoEspinoza@santacruzcountyca.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 11/13/2023 9:03:01 AM ID: 64b871e5-041e-41fd-9269-f4450bf9eb63	COPIED	Sent: 2/13/2024 4:46:05 PM Viewed: 2/13/2024 5:19:39 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/13/2024 4:46:05 PM
Certified Delivered	Security Checked	2/14/2024 8:47:32 AM
Signing Complete	Security Checked	2/14/2024 8:47:50 AM
Completed	Security Checked	2/14/2024 8:47:50 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Santa Cruz:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: nada.algharib@santacruzcounty.us

To advise County of Santa Cruz of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at nada.algharib@santacruzcounty.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to nada.algharib@santacruzcounty.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Santa Cruz

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

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i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to nada.algharib@santacruzcounty.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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- Until or unless you notify County of Santa Cruz as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Santa Cruz during the course of your relationship with County of Santa Cruz.