County of Monterey

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

Meeting Agenda - Final

Tuesday, February 3, 2026

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

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

https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?division=2.&chapter=9.&part=1.&lawCode=GOV&title=5

Participation in meetings

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

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

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

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

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

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

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

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

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

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

PLEASE NOTE: IF 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.

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.
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minimum 24 hours in advance of any meeting of the Board of Supervisors.

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

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

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

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

Ceremonial Resolutions - Notations at the end of the Title:

P = Presented at the Board of Supervisors meeting

NP = Not Presented

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

PUBLIC 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) *Macaluso, et al. v. County of Monterey, et al.* (Monterey County Superior Court of California, Case No. 24CV00362)
   (2) *Ida Ward, et al. v. County of Monterey, et al.* (Monterey County Superior Court of California, Case No. 21CV002874)

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

Public Comments for Closed Session

The Board Recesses for Closed Session Agenda Items

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

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

Roll Call

Pledge of Allegiance

Additions and Corrections by Clerk

The Clerk of the Board will announce agenda corrections and proposed additions, which

may be acted on by the Board as provided in Sections 54954.2 of the California Government Code.

Ceremonial Resolutions

2. Adopt a resolution commending José Arreola for his dedicated public service and leadership to the City of Salinas and Monterey County. (Supervisor Alejo (P))

Attachments: Ceremonial Resolution - Jose Arreola

Approval of Consent Calendar – (See Supplemental Sheet)

3. See Supplemental Sheet

General Public Comments

4. General Public Comments

Scheduled Matters

5. a. Consider recommendations from the Legislative Committee to adopt the 2026 Legislative Program, approve the 2026 Legislative Workshop agenda; authorize the development and submission of potential State Budget and Federal Appropriation requests, and approve the 2026 Strategic Grant Services Program;
b. Receive an annual report from Ballard Spahr LLP on federal legislative advocacy;
c. Receive an annual report from Nossaman LLP on state legislative advocacy;
d. Receive an annual report from Nossaman LLP on grant activities; and
e. Provide direction to staff.

Attachments: Board Report
Exhibit A: 2025-26 Legislative Platform clean version
Exhibit B: 2025-26 Legislative Platform RED LINE VERSION
Exhibit C: 2026 Legislative Workshop Agenda Draft_3.6
Exhibit D: Federal Appropriation Requests_2026
Exhibit E 2025 Annual Federal Advocacy Report
Exhibit F 2025 Annual State Legislative Report
Exhibit G 2025 Annual Strategic Grants Services Report
PowerPoint Presentation

6. a. Receive an update in response to the Planning Commission's request to address the regulations and enforcement efforts to curb unpermitted food vendors;
b. Receive an update on enforcement actions and open cases; and
c. Provide further direction to staff, as appropriate.

Attachments: Board Report
Planning Commission PC 25-012
Presentation

12:00 P.M. - Recess to Lunch

1:30 P.M. - Reconvene

Roll Call

Scheduled Matters

7. Consider proposed Board of Supervisors' appointments to various Standing Committees, Non-County Entities, and Ad Hoc Committees for calendar year 2026.

Attachments: Board Report
Proposed 2026 BoS Assignment List_redline
Proposed 2026 BoS Assignment List_clean
Standing Committee Rotation Schedule (2026-2035)
Board Ad Hoc Committees
Board Policy G-10

8. Receive the Measure AA Committee's funding recommendations and provide direction as deemed appropriate.

Attachments: Board Report
List of recommended projects
Presentation

9. **2026 LAND USE FEE UPDATE**
Public hearing to consider adopting a resolution to:
a. Find that modification to Housing and Community Development's and County Counsel's fees is statutorily exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15273 and 15378(b)(4) of the CEQA Guidelines; and
b. Amend the Monterey County Fee Resolution, Article IX - Land Use, Article XVII - County Counsel, and Article XIX -Building Services to make adjustments to fees for processing applications for land use permits and entitlements.

Attachments: Board Report
Attachment A - Draft Resolution
Attachment B - Fee Study Report
Attachment C - Detailed Discussion
Attachment D - Current Article IX
Attachment E - Article XVII Redline
Attachment F - Current Article XIX
Attachment G - Public Hearing Notice
Attachment H - Links to Supporting Materials

10. a. Receive a presentation from Department of Emergency Management and partners, concerning the MOSS 300 site clean-up at the Moss Landing Battery Energy Storage System facility; and
b. Provide direction to staff as appropriate

Attachments: Board Report

Other Board Matters

Referral Matrix and New Referrals

11. Referral Matrix and New Referrals

Attachments: Board Referral Matrix
2026.01 (Daniels) Establish a Local Housing Fund through Special Tax Measure

Referral Responses

12. a. Receive an update in response to Board Referral No. 2024.10, submitted by Board of Supervisor Church, to allow point of use and point of entry water treatment devices for new construction on legal lots of record, including accessory dwelling units; and
b. Provide further direction to staff, as appropriate.

Attachments: Board Report
Board Report No. 25-247
Board Order (25-247)
Preliminary Analysis Report
Board Order (PAR 24-011)
Board Referral No. #2024.10
Presentation

13. a. Receive an update in response to Board Referral No. 2023.20, submitted by Board of Supervisor Church, addressing littering fines for illegal dumping and littering of solid waste and refuse; and

b. Provide further direction, as appropriate.

Attachments: Board Report
Board Order No. 25-244
Board Report No. 25-244
Board Order PAR 23-027
Board Report PAR 23-027
Board Referral 2023.20
Presentation

County Administrative Officer Comments

14. County Administrative Officer Comments

Board Comments

15. Board Comments

Read Out from Closed Session by County Counsel

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

Adjourn In Memory of Dolores Pasculli (Supervisor Askew)

Upcoming Board of Supervisors Meetings for 2026

2026 Board of Supervisors Meeting Schedule

Attachments: 2026 Meeting Dates

Supplemental Sheet, Consent Calendar

Natividad Medical Center

16. a. Authorize the County Counsel to execute a standard agreement with Hooper, Lundy & Bookman PC, for legal services with respect to healthcare matters, for a maximum County obligation of $900,000 for a term Date Fully Executed through December 31, 2028; and
b. Authorize the County Counsel to execute up to three (3) future amendments that do not exceed 10% ($90,000) of the original agreement, do not significantly change the scope of services, and do not increase the total not to exceed amount over $990,000.

Attachments: Board Report
Hooper Lundy & Bookman P.C Agreement

Health Department

17. 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.

Attachments: Board Report
Attachment A - Program Funding List - FY 26-27

18. a. Approve and authorize the Director of Health Services or designee to execute Amendment No. 2 to Program Funding Agreement No. 7480-CA CCE-CP_2064_MONTEREY-01-G issued by BDO Government Services, LLC (BDO), the third-party grant Administrative Entity for the California Department of Social Services (CDSS) to preserve and avoid the closure of licensed adult residential care facilities serving Behavioral Health clients, with no change in the agreement term of June 27, 2023 through January 30, 2027, and maintains the not to exceed amount of $3,200,744; and
b. Approve and authorize the Director of Health Services or designee to execute up to three (3) future amendments where the combined amounts do not exceed 10% ($320,074) of the original Agreement amount, do not significantly alter the scope of services, and do not increase the total not to exceed amount over $3,520,818.

Attachments: Board Report
Amendment No. 2 to Program Funding Agreement
Board Order and Amendment No. 1 to Program Funding Agreement
Program Funding Agreement

Criminal Justice

19. a. Approve to amend the Sheriff's Office FY 2025-26 Adopted Budget, 001-2300-8273-SHE001, to reallocate one (1.0) FTE Accountant III to one (1.0) Full-Time Equivalent (FTE) Finance Manager I, as indicated in Attachment A (4/5th Vote Required);
b. Authorize the Auditor-Controller to incorporate the approved changes in the Sheriff's Office FY 2025-26 Adopted Budget; and
c. Direct the Human Resources Department to implement the changes in the Advantage Human Resources Management (HRM) system.

Attachments: Board Report
Board Resolution
Attachment A

20. a. Approve to amend the Sheriff's Office FY 2025-26 Adopted Budget, 001-2300-8273-SHE001, to reallocate one (1.0) Full-Time Equivalent (FTE) Custody and Control Specialist to one (1.0) FTE Accounting Technician as indicated in Attachment A (4/5th Vote Required); and
b. Authorize the Auditor-Controller to incorporate the approved changes in the Sheriff's Office FY 2025-26 Adopted Budget; and
c. Direct the Human Resources Department to implement the changes in the Advantage Human Resources Management (HRM) system.

Attachments: Board Report
Board Resolution
Attachment A

General Government

21. Adopt a resolution continuing for an additional sixty (60) days, the Proclamation of Local Emergency in response to a structure fire and hazardous materials incident at the Moss Landing Lithium-Ion Battery Energy Storage System (BESS) Power Plant that started on January 16, 2025.

Attachments: Board Report
Attachment A.pdf

22. a. Approve and authorize the Agricultural Commissioner to sign a Memorandum of Understanding (MOU) with Monterey County Agricultural Education, Inc. (MCAE), not to exceed $75,000 to provide support of agricultural education efforts in Monterey County, and;
b. Authorize the Auditor-Controller to make payments in accordance with the terms of the MOU.

Attachments: Board Report
MCAE MOU

23. a. Approve and authorize the Agricultural Commissioner to sign a Memorandum of Understanding (MOU) with the Monterey County 4-H Council (MC4H) not to exceed $25,000 to provide support of agricultural education efforts in Monterey County, and;
b. Authorize the Auditor-Controller to make payments in accordance with the terms of the MOU.

Attachments: Board Report
MC 4H MOU 2026

24. a. Approve and authorize the Agricultural Commissioner to sign a Memorandum of Understanding (MOU) with the Monterey County Fair, through the 7th District Agricultural Association to provide support of agricultural education efforts in Monterey County not to exceed $25,000 and;
b. Authorize the Auditor-Controller to make payments in accordance with the terms of the MOU.

Attachments: Board Report
Monterey County Fair MOU

25. a. Approve and authorize the Agricultural Commissioner to sign a Memorandum of Understanding (MOU) with Salinas Valley Fair, ("SVF"), not to exceed $25,000 to provide support of agricultural education efforts in Monterey County, and;
b. Authorize the Auditor-Controller to make payments in accordance with the terms of the MOU.

Attachments: Board Report
SVF FAIR MOU 2026

26. a. Approve and authorize the County Administrative Officer or designee to execute Amendment No. 1 to Agreement A-17493 with the Central California Alliance for Health to extend project development milestones for Housing, Opportunity, Programs, and Employment Village, clarify California Advancing and Innovating Medi-Cal services to maintain the minimum occupancy requirements, and update the project name, with no change to the original grant term of September 30, 2025 through December 30, 2028, and no change to the contract amount of $1,228,961; and
b. Approve and authorize the County Administrative Officer or designee to execute up to three (3) future amendments, subject to approval by County Counsel, that do not significantly change the scope of work and do not increase or decrease the original contract amount by more than 10% ($122,896.10).

Attachments: Board Report
Amendment No. 1 to A-17493
Agreement A-17493
Completed Board Order Item No. 44
Completed Resolution Item No. 44
CCAH Award Letter

27. Receive and accept the Treasurer's Report of Investments for the quarter ending December 31, 2025.

Attachments: Board Report
Exhibit A - Investment Portfolio Review 12.31.25
Exhibit B - Portfolio Management Report 12.31.25

28. a. Amend the Office of the County Counsel's Fiscal Year (FY) 2025-26 Adopted Budget 001-1210-8057-COU001 to increase appropriations by $154,441 financed by a reduction in the contingencies appropriation 001-1050-8034-CAO020 to provide funding for one additional Deputy County Counsel IV and the elevation of two Deputy County Counsels to Chief Deputy County Counsels (4/5ths vote required); and
b. Amend the Office of the County Counsel's Fiscal Year (FY) 2025-26 Adopted Budget 001-1210-8057-COU001 to increase appropriations by $63,821 financed by a reduction in the contingencies appropriation 001-1050-8034-CAO020 to provide funding for eight weeks of overlap to support training by a departing attorney Deputy County Counsel IV and her to be determined replacement (4/5ths vote required); and
c. Amend the Office of the County Counsel's Fiscal Year (FY) 2025-26 Adopted Budget 001-1210-8057-COU001 to increase appropriations by $62,478 financed by a reduction in the uncompensated absences fund to cover an unexpected retirement of a Deputy County Counsel IV (4/5ths vote required); and
d. Amend the Office of the County Counsel's Fiscal Year (FY) 2025-26 Adopted Budget 001-1210-8057-COU001to increase appropriations and revenues by $265,280 financed by an increase of direct billed legal services to cover the over budgeted expenditures due to vacation buyouts at levels post wage study implementation that had not been anticipated (4/5ths vote required).

Attachments: Board Report
Resolution

Housing and Community Development

29. a. Find that execution of the Conservation and Scenic Easement Deed is categorically exempt pursuant to California Environmental Quality Act (CEQA) Guidelines California Code of Regulations (CCR) section 15317;
b. Accept the Conservation and Scenic Easement Deed and Map for property in the ownership of Roberts Bryan and Adrienne D. Trust;
c. Authorize the Chair of the Board of Supervisors to execute the Conservation and Scenic Easement Deed and the Acceptance and Consent to Recordation; and
d. Direct the Clerk of the Board to submit the Conservation and Scenic Easement Deed to the County Recorder for recording with all applicable recording fees paid by the applicant.
(District 5)

(Conservation and Scenic Easement Deed - PLN230064/ Roberts Bryan and Adrienne D. Trust 37600 Highway 1, Monterey (Assessor's Parcel Number 418-111-012-000), Big Sur Coast Land Use Plan)

Attachments: Board Report
Attachment A - Memorandum to the Clerk of the Board
Attachment B - Conservation and Scenic Easement Deed
Attachment C - Planning Commission Resolution No. 24-006

County of Monterey

Board Report

Legistar File Number: CS 26-007

Item No.1

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

February 03, 2026

Introduced: 1/23/2026
Version: 1

Current Status: Agenda Ready
Matter Type: Closed Session

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

a. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:
(1) *Macaluso, et al. v. County of Monterey, et al.* (Monterey County Superior Court of California, Case No. 24CV00362)
(2) *Ida Ward, et al. v. County of Monterey, et al.* (Monterey County Superior Court of California, Case No. 21CV002874)

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

County of Monterey

Board Report

Legistar File Number: CR 26-003

Item No.2

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

February 03, 2026

Introduced: 1/12/2026
Version: 1

Current Status: Ceremonial Resolution
Matter Type: Ceremonial Resolution

Adopt a resolution commending José Arreola for his dedicated public service and leadership to the City of Salinas and Monterey County. (Supervisor Alejo (P))

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

Resolution No.:
Adopt Resolution commending **José Arreola** for his dedicated public service and leadership to the City of Salinas and Monterey County.

WHEREAS, José Arreola served as Assistant to the City Manager for the City of Salinas and as Director of the Community Alliance for Safety and Peace since 2013, where he has demonstrated an unwavering commitment to improving public safety, advancing equity, and strengthening community well-being; and

WHEREAS, José Arreola is a proud father of three daughters and devoted husband to Brenda Granillo, and his strong commitment to family reflects the values of integrity, responsibility, and service that guide both his personal and professional life; and

WHEREAS, José Arreola graduated from San José State University with a Bachelor of Science degree in Recreation and Leisure Studies and a minor in Mexican American Studies, laying the academic foundation for a career devoted to youth development, education, and community empowerment; and

WHEREAS, José Arreola was born and raised in San Diego, California, and later relocated to San José to pursue higher education, **José Arreola** began his professional career in the fall of 2000 at Downtown College Preparatory, San José's first charter high school, where he served for more than twelve years as a Physical Education Teacher, Student Activities and Athletic Director, and as a founding school principal; and

WHEREAS, Upon moving to Monterey County, **José Arreola** continued his service to youth and families as Education Specialist and Extensions Coordinator for the Boys and Girls Clubs of Monterey County in Salinas, further demonstrating his lifelong dedication to education, mentorship, and opportunity for young people; and

WHEREAS, José Arreola represented the City of Salinas for four years as liaison to President Barack Obama's National Forum on Youth Violence, contributing to national efforts to reduce violence and promote safer, healthier communities; and

WHEREAS, José Arreola served as lead for the City of Salinas Governing for Race Equity community and staff steering committee and as the city's representative to the Towards a Racially Equitable Monterey County regional collaborative, completing five years of professional training with the Government Alliance on Race and Equity through Race Forward; and

WHEREAS, José Arreola currently serves on the Boards of Directors of the Monterey County Juvenile Justice Commission, the Monterey County Children's Council, the Siembra Latinos Advisory Board, and the California Violence Prevention Network, also serving as Chair of the

Harmony at Home Board of Directors, further reflecting his deep and sustained commitment to community service and justice; and

WHEREAS, Throughout his career, **José Arreola** has been widely respected for his integrity, collaborative leadership style, and tireless advocacy for youth, families, and underserved communities throughout Salinas and Monterey County.

NOW, THEREFORE, BE IT RESOLVED, that the County of Monterey Board of Supervisors, on behalf of the County and all residents thereof, hereby acknowledges, commends, and extends its sincere appreciation to **José Arreola** for his outstanding public service, visionary leadership, and enduring contributions to the safety, equity, and prosperity of the City of Salinas and the greater Monterey County community, and wishes him success, good health, and happiness in his new leadership role as City Manager for the City of King.

PASSED AND ADOPTED this _____ day of _____, 2026, by the following vote, to wit:
AYES:
NOES:
ABSENT:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book _____ for the meeting on _____, 2026.

Dated:

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

By_____
Deputy

County of Monterey

Board Report

Legistar File Number: OBM 26-011

Item No.3

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

February 03, 2026

Introduced: 1/13/2026
Version: 1

Current Status: Agenda Ready
Matter Type: Other Board Matters

See Supplemental Sheet

County of Monterey

Board Report

Legistar File Number: OBM 26-012

Item No.4

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

February 03, 2026

Introduced: 1/13/2026
Version: 1

Current Status: Agenda Ready
Matter Type: Other Board Matters

General Public Comments

Introduced: 1/27/2026 **Current Status:** Agenda Ready

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

a. Consider recommendations from the Legislative Committee to adopt the 2026 Legislative Program, approve the 2026 Legislative Workshop agenda; authorize the development and submission of potential State Budget and Federal Appropriation requests, and approve the 2026 Strategic Grant Services Program;
b. Receive an annual report from Ballard Spahr LLP on federal legislative advocacy;
c. Receive an annual report from Nossaman LLP on state legislative advocacy;
d. Receive an annual report from Nossaman LLP on grant activities; and
e. Provide direction to staff.

RECOMMENDATION:

It is recommended that the Board of Supervisors:
a. Consider recommendations from the Legislative Committee to adopt the 2026 Legislative Program, approve the 2026 Legislative Workshop agenda; authorize the development and submission of potential State Budget and Federal Appropriation requests, and approve the 2026 Strategic Grant Services Program;
b. Receive an annual report from Ballard Spahr LLP on federal legislative advocacy;
c. Receive an annual report from Nossaman LLP on state legislative advocacy;
d. Receive an annual report from Nossaman LLP on grant activities; and
e. Provide direction to staff.

SUMMARY:

At the recommendation of the Legislative Committee, staff has prepared the 2026 Legislative Program, 2026 Legislative Workshop Agenda, 2026 Strategic Grant Services Program, and a list of potential projects for development and submission (if offered that opportunity) through the State Budget and Federal Appropriations process. On December 8, 2025, the Legislative Committee recommended these actions to the Board.

The program documents are updated annually and, once adopted, guide the County's legislative and funding advocacy efforts throughout the year. Additionally, the Board will receive annual reports from the County's state and federal legislative and funding advocates summarizing 2025 activities and identifying potential major issues in 2026.

DISCUSSION:

The County Administrative Office is charged with the development and execution of the County's Legislative and Strategic Grant Services Programs. Each year, staff work with the Board, County

departments, and the County's state and federal legislative and funding advocates, under the recommendation of the Legislative Committee to craft the programs. The programs are designed to support the Board's priorities and work together to advocate for funding through state and federal programs which translate into local grant funding opportunities.

2026 Legislative Program

Every other year the Board adopts a two-year legislative program which aligns with the two-year cycles of the State Legislature and Congress (we are currently in year two of that cycle). The County maintains a long-standing and successful Legislative Program, which ensures that County interests are well represented in Sacramento and Washington, D.C. The program provides the County a voice in State and Federal funding and policy decision-making and ensures that County leaders are apprised of evolving initiatives impacting the County and its residents. Once adopted, the program provides authority to advocate in support or defense of issues, enabling actions to be taken quickly to protect or defend the County's interests.

The program addresses a multitude of County priorities related to economic development, administration, health and human services, infrastructure, and public safety. County policy concerns are most often centered on resources to carry out state and local service responsibilities, the authority to carry out those responsibilities in local communities, and partnerships with the State and Federal governments. The program also highlights several top legislative and funding project priorities to focus on in 2026, which notably haven't changed significantly between 2025 and now as we are in year two of the two-year program.

2025 Legislative Workshop Agenda

Annually, the Board hosts a Legislative Workshop (a special meeting) with the County's state and federal legislative representatives to discuss priority issues for upcoming year. The 2026 Workshop will be held on Friday, March 6, 2026, from 10:30 a.m. to 12:00 p.m. in the Board of Supervisors' Chambers (168 W. Alisal St., Salinas, CA) and via Zoom.

Participants include the Board of Supervisors, appropriate County department heads, and the following elected officials and/or their staff representatives: U.S. Senator Alex Padilla; U.S. Senator Adam Schiff; Congressman Jimmy Panetta; Congresswoman Zoe Lofgren; Senator John Laird; Assembly Speaker Robert Rivas; and Assemblymember Dawn Addis.

The proposed workshop agenda focuses on presentations on the County's 2026 Legislative Priorities by County departments, remarks from each state/federal legislator or their staff representative on their priorities for 2026, and remarks from each member of the Board of Supervisors.

State Budget Requests

It is currently unknown if the County will be invited to submit State Budget requests, and if so, submissions will likely be limited. If invited to participate, the Legislative Committee recommends the following projects, in order of priority:

1. San Lucas Clean Drinking Water Project - $TBD
2. Nacimiento and San Antonio Dams and Reservoirs Safety Projects - $TBD

3. Scenic Road Protective Structure Project -$7M

Federal Appropriation Requests

In 2021, Congress revived federal appropriation requests (earmarks), currently referred to as Congressionally Directed Spending (CDS) requests in the Senate and Community Project Funding (CPF) requests in the House.

It is unknown if the County will be invited to submit requests in the FY27 appropriations cycle. Project submission requirements are quite rigorous including detailed project summaries and descriptions, funding details, demonstration of community support, estimated start and completion dates, etc. Pending further guidance from Congress, the Legislative Committee recommends the County proceed as if an opportunity will be available so that we can liaise with appropriate congressional staff and be prepared to submit requests quickly if the process opens, potentially as early as March 2026.

The Legislative Committee further recommends that the Board authorize the County's legislative team to work with County departments and our federal delegation to develop the following projects for submission in the FY27 appropriations process. In order of priority, these projects are:

1. San Lucas Clean Drinking Water Project - $TBD
2. Nacimiento and San Antonio Dams and Reservoirs Safety Projects - $TBD
3. Reclamation Ditch Restoration Project- $500,000
4. Salinas Regional Soccer Complex - $TBD
5. Porter-Vallejo & Mansion Historical Restoration Project- $3,500,000
6. Nacimiento Lake Drive Repaving Project - $2.1 million
7. Salinas Skate Park and BMX Pump Track - $500,000

These projects are not new to the county but have been updated in terms of scope, cost, and data.

2026 Strategic Grant Services Program

The Strategic Grant Services Program assists in funding efforts on some of the County's high priority projects. Working with County departments, the program coordinates, facilitates and provides strategic expertise from the identification of grant funding opportunities through application submittal. Projects must align with the Board's priorities and Legislative Program goals and meet all grant requirements to submit a strong and competitive application.

The 2026 program is resourced to work on 10-15 grants annually, depending on complexity. Once adopted by the Board, the Legislative Committee provides routine program guidance and recommendations. The program consists of a 12-month Work Plan and a Grant Needs Inventory to guide research for potential funding opportunities.

Annual Reports

The annual reports from the federal and state legislative advocates and grant consultants highlight activities undertaken on behalf of the County during 2025. Oral presentations will be -provided to the Board on January 27, with a focus on anticipated major issues or projects for 2026. Reports will be provided by:

- Maria Tripplaar and Katlyn Koegel, Ballard Spahr LLP - federal legislative advocates
- Ashley Walker, Nossaman LLP - state legislative advocates
- Ashley Walker, Nossaman LLP - grant consultants

OTHER AGENCY INVOLVEMENT:

The report and associated program materials were developed in collaboration with the Legislative Committee, County departments, and the state and federal legislative advocates and grant consultants.

FINANCING:

The Legislative and Strategic Grant Services Programs are funded by the County Administrative Office. Approval of the recommendations contained in this report will have no impact on the General Fund.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:

The Legislative and Strategic Grants Services Programs work to advance all goals of the Board's Strategic Plan.

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

Prepared by: Nicole Hollingsworth, Legislative Program Manager, x3044
Approved by: Nicholas E. Chiulos, Chief Assistant CAO, x5145

Attachments:

Exhibit A - 2026 Legislative Program
Exhibit B - 2026 Legislative Program - redline version
Exhibit C - 2026 Legislative Workshop Agenda
Exhibit D - 2027 Federal Appropriations Requests - Short Project Descriptions
Exhibit E - 2026 Strategic Grant Services Program
Exhibit F - 2025 Annual Federal Legislative Report
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PowerPoint Presentation

Introduced: 1/27/2026 **Current Status:** Agenda Ready

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

a. Consider recommendations from the Legislative Committee to adopt the 2026 Legislative Program, approve the 2026 Legislative Workshop agenda; authorize the development and submission of potential State Budget and Federal Appropriation requests, and approve the 2026 Strategic Grant Services Program;
b. Receive an annual report from Ballard Spahr LLP on federal legislative advocacy;
c. Receive an annual report from Nossaman LLP on state legislative advocacy;
d. Receive an annual report from Nossaman LLP on grant activities; and
e. Provide direction to staff.

RECOMMENDATION:

It is recommended that the Board of Supervisors:
a. Consider recommendations from the Legislative Committee to adopt the 2026 Legislative Program, approve the 2026 Legislative Workshop agenda; authorize the development and submission of potential State Budget and Federal Appropriation requests, and approve the 2026 Strategic Grant Services Program;
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e. Provide direction to staff.

SUMMARY:

At the recommendation of the Legislative Committee, staff has prepared the 2026 Legislative Program, 2026 Legislative Workshop Agenda, 2026 Strategic Grant Services Program, and a list of potential projects for development and submission (if offered that opportunity) through the State Budget and Federal Appropriations process. On December 8, 2025, the Legislative Committee recommended these actions to the Board.

The program documents are updated annually and, once adopted, guide the County's legislative and funding advocacy efforts throughout the year. Additionally, the Board will receive annual reports from the County's state and federal legislative and funding advocates summarizing 2025 activities and identifying potential major issues in 2026.

DISCUSSION:

The County Administrative Office is charged with the development and execution of the County's Legislative and Strategic Grant Services Programs. Each year, staff work with the Board, County departments, and the County's state and federal legislative and funding advocates, under the recommendation of the Legislative Committee to craft the programs. The

programs are designed to support the Board's priorities and work together to advocate for funding through state and federal programs which translate into local grant funding opportunities.

2026 Legislative Program

Every other year the Board adopts a two-year legislative program which aligns with the two-year cycles of the State Legislature and Congress (we are currently in year two of that cycle). The County maintains a long-standing and successful Legislative Program, which ensures that County interests are well represented in Sacramento and Washington, D.C. The program provides the County a voice in State and Federal funding and policy decision-making and ensures that County leaders are apprised of evolving initiatives impacting the County and its residents. Once adopted, the program provides authority to advocate in support or defense of issues, enabling actions to be taken quickly to protect or defend the County's interests.

The program addresses a multitude of County priorities related to economic development, administration, health and human services, infrastructure, and public safety. County policy concerns are most often centered on resources to carry out state and local service responsibilities, the authority to carry out those responsibilities in local communities, and partnerships with the State and Federal governments. The program also highlights several top legislative and funding project priorities to focus on in 2026, which notably haven't changed significantly between 2025 and now as we are in year two of the two-year program.

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Prepared by: Nicole Hollingsworth, Legislative Program Manager, x3044
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PowerPoint Presentation

COUNTY OF MONTEREY
LEGISLATIVE PLATFORM

2025-26

DRAFT

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About Monterey County

The County of Monterey is located on the beautiful Pacific Coast of California, south of San Francisco and north of Los Angeles. The County is comprised of 3,771 square miles and includes 12 incorporated cities and 16 unincorporated areas. The County seat and largest municipality is Salinas.

Demographics. In 2024 the State of California Department of Finance estimated the County's population at 437,614: 60% Hispanic, 30% White, 5% Asian, 2% Black, 2% multi-racial, and 1% other. The County population is relatively young with a median age of 34. At 21.7%, Monterey County has the highest percent of noncitizens of any California County *(2020 Census Research by the Public Policy Institute of California).* There are 214,883 registered voters in Monterey County (as of 11/5/24).

Labor Force. In a November 2024 report, the California Employment Development Department listed the County's annual average labor force in 2024 at 223,100, with an average unemployment rate of 5.2%. The County of Monterey is the largest employer with 5,892 employees and a fiscal year 2024-25 $2 billion budget.

Economy. Monterey County's economy is primarily based on agriculture in the Salinas Valley and tourism in the coastal regions. It is home to an extensive array of education, research, and military institutions. The health care, non-profit, and government sectors are also among the County's largest economic drivers.

Agriculture. Monterey County is one of the nation's top agricultural producers. Agriculture is the County's largest economic and employment sector with a gross production value of $11.706 billion *(Economic Contributions of Monterey County Agriculture November 2025)* and providing 81,315 jobs *(Monterey County Industries & Economic Trends 2025)*. Unlike most agricultural crops across the United States that are machine harvested, the crops grown in Monterey County are dependent upon a highly skilled labor force. The vast majority of companies based in the County are family-owned and operated.

Hospitality. Monterey County has long been a tourist destination attracting 4.2 million overnight visitors annually and generating $3 billion in spending, which supports 25,372 jobs *(Monterey County Travel Impacts Report 2023 by Visit Monterey County, CA)*. With a worldwide reputation, visitors delight in destinations such as the Monterey Bay Aquarium, the National Steinbeck Center, 17-Mile Drive, Cannery Row, Fisherman's Wharf, Pinnacles National Park, and the Monterey Wine Country. Visitors enjoy a wide range of recreational activities and nearly 300 annual special events.

Higher Education & Research Institutions. Monterey County is home to a range of institutions of higher learning, both public and private, large, and small, general, and highly focused institutions, particularly related to marine research. The higher education and research institutions located within Monterey County contribute to the local economy, including research and grant funding. Employing more than 15,000 faculty, staff, and researchers directly employed by these institutions.

Military Institutions. Monterey County has a long and proud military history and through its direct and indirect effects touches all major industries in the private sector. The County is home to ten military missions, providing significant local economic benefits. In FY23, Monterey County had 11,824 defense personnel. Defense spending in the County totaled $2.4 billion; as those dollars rippled through the economy, they added $4.9 billion to Monterey County's economy. Defense activity is directly or indirectly responsible for 27,475 jobs across nearly 60% of Monterey County's industries, comprising 10.5% of total employment and demonstrating the far-reaching impacts of defense spending *(2024 Monterey County Military Economic Report)*.

Legislative Program

Legislative Program

The County of Monterey maintains a long-standing and successful Legislative Program, ensuring that the interests of the County are well represented in Sacramento and Washington, D.C. The Program provides the County a voice in funding and policy decision-making in the state and national capitals and ensures that County leaders are fully apprised of evolving state and federal initiatives impacting the County and its residents. The Legislative Program is managed in accordance with a series of legislative principles and priorities which are designed in support of the Board of Supervisors' Strategic Goals. The Strategic Goals lay out a forward-looking vision for planning and management of County resources across programs to secure maximum return and benefit for County residents.

Board of Supervisors – Legislative Committee

The Board of Supervisors has a two-member Legislative Committee, staffed by the County Administrative Office – Intergovernmental & Legislative Affairs Division. The Committee meets regularly to review and make recommendations to the Board of Supervisors regarding legislative, budgetary, and regulatory issues that could impact the County of Monterey, and to direct the efforts of the Strategic Grant Services Program. On an annual basis, the Legislative Committee recommends a Legislative Program and Strategic Grant Services Program Work Plan to the Board of Supervisors. The Legislative Committee also directs the legislative activities of the Committee staff, County departments, and the County's state and federal legislative advocates and grant consultants.

Legislative Policies

The Board of Supervisors has adopted policies pertaining to the legislative activities of the Board, department heads, County staff, the County's state and federal legislative advocates, and County advisory boards and commissions *(Policies Governing Legislative Activities rev.1/26/21).*

Strategic Grant Services Program

The Board of Supervisors created the Strategic Grants Services Program to concentrate funding efforts on the County's highest priority needs, and projects which require a high level of collaboration among County departments and community partners. The Strategic Grant Services Program works in alignment with the Board of Supervisors' Strategic Goals and in close collaboration with the Legislative Program to advocate for maximum funding through competitive state and federal grant programs.

Protecting Monterey County Values

The County of Monterey has a long tradition of providing a welcoming, safe, and sustainable community for its residents. People are entitled to live their life as they see fit and access public benefits and resources free of fear, hate or retribution. The County is resolute in its commitment to preserving the values that define this community including fundamental civil rights, reproductive freedom, protection of immigrants, and more. The County will rigorously advocate to protect and preserve:

- ***Immigrants:*** Oppose efforts that unfairly target documented and undocumented immigrants including but not limited to separation of migrant families at border crossings, large-scale deportations, efforts to limit or eliminate Deferred Action for Childhood Arrivals (DACA).
- ***Data Privacy:*** Support effort to protect data privacy for individuals who have provided personal information to any private or governmental institution and ensure that such data is only used for the purpose for which it was originally provided.
- ***Public Health:*** Oppose efforts that diminish public health initiatives such as access to preventative healthcare services and vaccines.
- ***Reproductive Freedom:*** Support efforts to defend and protect reproductive freedom, including the right to access safe, legal abortion services. Support legislation to codify the U.S. Supreme Court decision in *Roe v. Wade*.
- ***Marriage Equality***: Support and defend marriage equality as a constitutional right.
- ***Climate Change:*** Support efforts to continue to combat the very real climate change impacts experienced in the County and throughout California (e.g., wildfires, winter storms).
- ***Disaster Assistance:*** Oppose cuts to the Federal Emergency Management Agency (FEMA). A well-funded FEMA is critical to partner with local communities to prepare for and recover from natural disasters, and to provide opportunities for federal funding/grants to supplement county services.
- ***Freedom of Thought and Expression:*** Support efforts to preserve access to freedom of thought and expression, as available through a variety of institutions, such as libraries and museums.
- ***Combating Disinformation:*** Foster access to reliable and factual content from trusted news outlets, social media channels, and other information sources. Promote media literacy, equipping individuals to independently fact-check and analyze potentially deceptive or misleading data.
- ***Education:*** Oppose any efforts to limit or abolish the U.S. Department of Education.
- ***Military Personnel and Veterans:*** Support the rights of veterans and members of the military, including women who seek to serve in combat roles, LGBTQ and transgender populations.
- ***Defense institutions:*** Support efforts to enhance, grow, and protect national security assets in the Monterey Bay Area and oppose Base Realignment and Closure (BRAC) and similar Department of Defense proposals, which would diminish local missions and negatively impact the economy.

San Lucas Clean Drinking Water

San Lucas is a small, disadvantaged farming community located in unincorporated Monterey County approximately eight miles from King City. The community water system (approximately 100 connections) is owned and operated by the San Lucas County Water District. The San Lucas Clean Drinking Water Project would address ongoing water quality problems at the existing District water source which have occurred since 2006. In 2011, a "do not drink" order was issued, and despite establishing an alternative well to serve the community, a second "do not drink" order was issued in 2016. The lack of safe, affordable drinking water for the community has also caused a nearly 20-year delay of a severely needed affordable housing project in San Lucas.

The County and the District are working with the State Water Resources Control Board to identify potential solutions to address the water quality issues. The State Board is providing the District with Technical Assistance to identify a project that will provide safe drinking water to the community. The County is supportive of the project that the State Board has identified as an alternative, that would construct a new pipeline to tie into the Cal Water system on the east side of King City and deliver water directly to the District water distribution tank. The pipeline project will have the lowest impact on the community's water rates long-term, compared to the other project alternatives identified.

While there has been a responsible party identified for the nitrate water quality issues, other water quality issues also need to be addressed. The responsible party will be partially financially liable for the treatment of nitrates, however, should the pipeline move forward. The County's Federal FY24 Community Project Funding request for this project received a $960,000 grant award through the U.S. Environmental Protection Agency for preliminary design and environmental review. Additional funding is needed for project design, environmental assessment, engineering, and construction work to provide a clean, long-term, reliable source of drinking water to meet the community's current and future needs.

Key Objectives:

Secure funding for a long-term project that provides a reliable source of safe, clean drinking water to the small, disadvantaged community of San Lucas.

Nacimiento and San Antonio Dams and Reservoirs Safety Projects

The Monterey County Water Resources Agency (MCWRA) owns and operates the Nacimiento and San Antonio Dams and Reservoirs, which provide flood management, water supply, groundwater recharge, fish habitat, recreation, hydroelectric generation, and other benefits. MCWRA's highest priority capital and maintenance projects stem from federal and state "Safety of Dams" regulatory mandates. Completion of these projects will require significant federal, state, and local financial support to allow MCWRA to fully operate Nacimiento and San Antonio Dams, meet federal and state regulatory compliance, including the rigorous requirements of the California Division of Safety of Dams, and assure the continuing safety of Monterey County residents and beneficial use of its precious water resources.

Key Objectives:

Support legislation and budget proposals that protect or expand existing or create new sources of funding for Nacimiento and San Antonio Dam and Reservoir facilities projects to fulfill Federal and State regulatory requirements, regulatory streaming, and provide flood protection and a sustainable water supply.

FEMA Reimbursements

The County continues to work with the California Office of Emergency Services (Cal OES) and the Federal Emergency Management Agency (FEMA) to recover costs related to the COVID-19 Public Health Emergency, 2020 Wildfires, and 2021, 2023 and 2024 Winter Storms. Monterey County has experienced several major disaster events in recent years and is concerned that FEMA may reduce disaster related reimbursement funding and/or change the way disaster events qualify for reimbursement. The County has submitted millions of dollars in FEMA Public Assistance grant requests to recover costs related to these disaster events. FEMA takes considerable time to review these applications - in some cases, the County has waited two plus years to recover approved and expended costs for disaster response and recovery efforts. The process creates a significant administrative burden and creates a need for dedicated staff and training to keep up with FEMA's ever-changing requirements. There is also a need for clear and consistent guidance and policy interpretation from FEMA, as constant changes lead to major difficulties in documenting and seeking reimbursement.

More recently, the County has been working with Cal OES and FEMA towards reimbursement for costs related to non-congregate shelters (NCS) under FEMA Public Assistance following the 2023 Winter Storms and the COVID-19 Pandemic. NCS is an activity eligible for reimbursement under FEMA Public Assistance, and the County has spent several months working to clarify the guidance surrounding eligibility criteria. FEMA has continued to issue retroactive guidance for both disasters which contradict previously issued guidance and Public Assistance Policy.

Key Objectives:

Support efforts to improve the FEMA Public Assistance Program including written guidance to clarify expenses that are eligible for reimbursement and expedite the grant award process to ensure the County is reimbursed for eligible costs as quickly as possible.

New Scenic Road Protective Structure Project (SRPS)

This is a coastal flood protection project for the Carmel Lagoon area, designed to protect Scenic Road from wave erosion and "northerly breach" of the lagoon. The project would also reduce the risk of flooding in nearby neighborhoods. The structure will be built at the toe of the sand slope along the road. The County has approved the project's environmental review and is now seeking funding for the design, permitting, and construction phases.

Key Objectives: A long-term solution that balances the risk of sandbar management to critical habitat and federally listed endangered species with the need to provide ongoing flood risk reduction activities has been sought since 2005 in consultation with regulatory agencies and stakeholders. With EIR certification, Monterey County will seek funding opportunities for this project including a possible state budget request. Additionally, Monterey County will advocate to have the FEMA BRIC program restored as it was cut by the recent Federal Administration and would provide potential funding for this project.

New Parks Funding – California Proposition 4

Outdoor education and environmental stewardship are more important today than ever as our younger generations move to a more "online and connected" school and home environment. California Proposition 4, the Climate Resiliency Bond, provides $700,000 for park creation and

outdoor access. As such, the County has identified opportunities to create parks in Chualar and San Ardo (which currently lack any county parks), as well as an opportunity to add a pool to park services in Castroville.

Key Objectives: Work to draw-down Proposition 4 funding to provide park opportunities in identified areas of Monterey County.

New Porter-Vallejo Library and Mansion Historical Restoration Project

The Porter-Vallejo Mansion is a 3-story historic building and the home to the Pajaro Library, located on the first floor. The Historic Mansion is located at 29 Bishop Street in Pajaro, California, and it holds a National Register of Historic Places designation. In March 2023, the area was devastated by floods, causing water damage throughout the structure. In the aftermath, residents identified this project as one of the top priorities for their community. This project will focus on remodeling the interior of the mansion's second and third floors. This will involve structural modifications to accommodate a lift, ensuring access to all levels, along with ADA upgrades and the addition of restrooms throughout the building. Enhancements will also include the construction of an exterior egress stair, two tensile shade structures, and a reading circle in the mansion's South yard. The updated second and third floors will expand the library's programming capacity by incorporating a lactation room, accessible restroom, meeting room, staff offices, and comfortable seating areas for patrons.

Key Objectives: This project is a vital and valuable resource for the Pajaro community. Monterey County intends to prioritize this project and submit a federal CPF request for funding.

Strategic Collaboration

In matters where legislative pursuits align or are consistent with the interests of the County of Monterey, support other agencies' efforts. Collaborate with neighboring cities, counties, and other agencies on large-scale projects and regional planning efforts. The County and its advocates will maintain effective relationships with the California State Association of Counties (CSAC), Rural County Representatives of California (RCRC) and National Association of Counties (NACo).

Economic Development

Support the County's ability to enhance the quality of life, well-being, prosperity, health, safety, livelihood, art, libraries, culture, recreation, housing, and education (e.g., early childhood development, cradle to career initiative) of Monterey County residents. Support policies and programs that protect consumers. Advocate for resources and policies that help families achieve self-sufficiency (i.e., providing critical support services such as childcare, providing student debt relief, etc.). Childcare plays a key role in the ability for parents to return to the workforce and/or retrain for the current labor market demands. Support job training, and public or private efforts, to stabilize and enhance jobs and economic growth. Support efforts to protect communities of color who are over-represented in essential jobs that increase their exposure to communicable diseases. Support efforts to address high rates of poverty and low wages which create greater risks of economic disruption. Support policies and programs that promote health, equity, and neighborhood sustainability, safeguard the preservation of prime agricultural lands and natural open spaces, and improve the environment and protect environmentally sensitive areas to ensure a diversified and healthy economy. Support funding, policies, and programs that remove barriers to local industries, reaching their full economic potential and acting as regional economic generators.

Agriculture

Agriculture is the cornerstone of prosperity in Monterey County. Support for agriculture is critical to the economic vitality of the region, State, and nation. The Salinas Valley is known as the "salad bowl" of the world and produces diverse vegetable crops, strawberries, and is a major producer of high-quality varietal wine grapes. Adequate transportation system maintenance and capacity, along with the security of County water supplies (e.g., water rights, storage, reuse, and financing) is critical to the health of the local agricultural economy. Local programs aimed at preventing the introduction of invasive pests, ensuring the safe and effective use of pesticides, and ensuring marketplace equity and consumer protection are fundamental in ensuring the prosperity of our local agriculture, and the health and safety of agricultural workers, communities, and the environment.

Support efforts to protect and promote agriculture, farm worker health and safety (e.g., farmworker resource centers), the protection of public health and the environment, and the assurance of a fair marketplace. Support efforts to provide agricultural research and education activities. Support efforts to secure and enhance Monterey County's water resources for agriculture (e.g., water rights, storage, reuse, financing); secure funding for transportation infrastructure that supports the agricultural industry;); and promote agriculture and agritourism.

Farm Bill Reauthorization: The County supports reauthorization of the Farm Bill to support the local agricultural industry, consumers, and the natural environment, as well as any efforts needed to mitigate any harm caused by allowing the Farm Bill to lapse. The Farm Bill has a tremendous impact on farming livelihoods, how food is grown, and what kinds of foods are grown. Covering programs ranging from crop insurance for farmers to healthy food access for low-income families, from beginning farmer training to support for sustainable farming practices, the Farm Bill sets the stage for our food and farm systems. The County supports reauthorization of the Farm Bill, including agricultural reforms that will improve health and protect the environment for all County residents by strengthening federal nutrition programs, improving access to healthy food, promoting environmental stewardship and conservation, protecting our food supply, and robustly funding rural development initiatives based on best practices in coordination with local officials. The County further supports:

- ***Revision of the Definition of "Rural" to reflect the local agricultural industry:*** For many programs covered in the Farm Bill, the adjusted gross income (AGI) is capped at $900,000. However, this cap sometimes makes California farmers and ranchers ineligible because their income thresholds are higher, and because the calculation is based on gross numbers and not net numbers.

- ***Expand Funding for the USDA Watershed Protection and Flood Prevention Program – PL-566:*** This program provides technical and financial assistance to States, local governments, and Tribal organizations to help plan and implement authorized watershed projects for the purpose of flood prevention, watershed protection, public recreation, public fish and wildlife, agricultural water management, municipal and industrial water supply, and water quality management.

***Pest Management and Invasive Weed Prevention*:** Support programs that provide for effective pest management and eradication activities, including pest detection and invasive weed prevention programs. Support efforts that provide funding to prevent the introduction and potential spread of invasive pests. Support research on invasive species pathways and funding mechanisms to close potential pathways to protect agriculture and our environment. Support sustainable pest management through continued support of high-risk pest prevention and pest detection programs.

Pesticide Regulations: Support proposals that provide long-term stable funding for county pesticide regulatory activities to protect the safety of workers, the public and the environment, and provide funding for education, outreach and compliance assessment activities related to the safe use of pesticides. Oppose legislation that challenges the preemptive status of state pesticide laws and authority provided to the California Department of Pesticide Regulation and California Agricultural Commissioners. Oppose legislation that would regulate the sale and use of pesticides that is not based on science.

Weights and Measures: Support legislation that preserves and enhances funding resources for Weights and Measures programs at the state and local level for consumer protection. Support legislation which assures clear labeling and accuracy of the net quantity of packed products to promote value comparison and to ensure the consumer receives the quantity of product for which they paid. Oppose legislation that would diminish or remove protections now afforded to consumers for transactions measured by weighing or measuring devices or computed by point-of-sale systems.

Williamson Act: Support reforms to the California Land Conservation Act of 1965, also known as the Williamson Act, that provide property owners greater incentives to continue participation under the Act. Support other reasonable legislative changes which preserve the integrity of the Williamson Act and eliminate abuses resulting in unjustified and premature conversions of contracted land for development. Support the restoration of Williamson Act subventions and the revision of state subventions to counties to recognize all local tax losses. Support efforts to protect and preserve prime agricultural lands under the Williamson Act or conservation easements.

Lithium-Ion Battery Energy Storage System (BESS) Facilities

The Moss Landing Lithium-Ion Battery Energy Storage System (BESS), one of the world's largest BESS, is located in Monterey County at the retired Moss Landing oil and gas-fired power plant, which was built by PG&E. The facility began operating in December 2020 and houses large quantities of LG brand and Tesla brand lithium-ion battery packs managed by Vistra Energy and PG&E, respectively. There have been several incidents at the site resulting in emergency response from the local fire protection district, regional HAZMAT team, the Environmental Health Bureau, law enforcement, the U.S Environmental Protection Agency (EPA) and others. One of these incidents resulted a shelter-in-place order issued to the surrounding residential community due to potentially hazardous air quality. A second incident, in January

2025, resulted in the mandatory evacuation of 1,500 people. Both of these incidents resulted in the closure of State Route 1, which lasted several days for the second incident. Utility scale battery usage at the residential level, as well as commercial level, will continue to increase as the focus on renewable energy source demands intensifies.

Key Objectives:

Support policies and funding for local emergency response resulting from BESS hazardous threats to the surrounding community and environment. Support stronger legislation that requires emergency action plans and the owner or operator of the facility to coordinate with local emergency management agencies, unified program agencies, and local first response agencies. Impose stronger restrictions and regulations on BESS facilities that help ensure local community safety and environmental protection is prioritized. Support new environmental health, public health, and safety regulations for BESS as they develop. Support additional accountability measures and additional opportunities for local governments to have a say in the operation and siting of BESS facilities.

Cannabis

The County of Monterey Cannabis Program permits and regulates commercial cannabis businesses within the unincorporated areas of Monterey County and is responsible for administering the cannabis business permit process. It provides oversight and coordination of the cannabis compliance inspection process and collaborates with a variety of state and county departments, and external agencies to ensure responsible cannabis business practices.

Monterey County is ranked sixth in California cannabis cultivation by the Department of Cannabis Control (DCC) license count. As the cannabis landscape evolves, with shifting market dynamics and regulatory challenges, it's crucial to adapt to meet these changes. For example, in 2021, the commercial cannabis industry began to experience the effects of oversaturation statewide, causing wholesale prices to drop significantly. This affected the viability of many business operations and challenged the industry's sustainability. Outstanding issues that need to be addressed for the Program to be successful as follows:

Federal Legalization: Californians voted to allow for the recreational cultivation, sale, and use of cannabis, however the federal government's ban poses serious roadblocks and risks. State and local control must be respected on the regulation and enforcement of these issues. The federal government should declassify cannabis as a Schedule III drug and remove all conflicts under federal law; allow banking services for the cannabis industry to reduce the public safety issues posed by a cash-based industry; and adopt national standards for the cannabis industry to facilitate trade. Support efforts to reform banking regulations for cannabis-related businesses and legalize cannabis at the Federal level.

Stabilize the Cannabis Industry: Legislative action is needed to aid in stabilizing the cannabis industry, which has been heavily impacted by a market downturn that began in July 2021. In 2025, the state legislatively lowered the cannabis excise tax from 19% to 15%. The County will continue to support efforts to ensure the success of the local cannabis industry while addressing the tax, regulatory, policy, enforcement, education, health, environment, and safety of our community.

Enforcement: The State should fully enforce cannabis regulations and provide direct resources to local law enforcement agencies for cannabis related enforcement activities. Combatting unlicensed cannabis is

a key public safety issue and there should be dedicated resources for the active enforcement of such activities on public lands. Support funding for cannabis-related enforcement activities.

Arts & Culture

Strengthening arts and cultural assets is vital to community development and can significantly contribute to economic development. Assets include those related to entertainment (e.g., theaters, performing groups), personal development (e.g., community centers, libraries, bookstores), education (e.g., schools, museums), and communities (e.g., cultural events/festivals). A flourishing arts and culture sector can affect where workers want to live and as such is important for workforce recruitment and retention. Arts and cultural activities also promote economic development by attracting visitors and increasing the length of time and money they spend. Support efforts that expand, strengthen, and support art and cultural activities and facilities, which improve the education, health, and well-being of both visitors and those who live in our communities.

Broadband, Telecommunication & NGEN Public Radio Services

Broadband: Historic investments by the federal and state governments in last-mile and middle-mile broadband infrastructure lay the foundation for community resilience, economic and educational opportunity. Digital access and digital literacy are linked with social equity, the ability to access essential services and county resources, and democratic participation – and are important factors in the social determinants of health.

The COVID-19 pandemic underscored the critical utility of broadband infrastructure and shed national light on the benchmark definition versus the reality of existing reliable and affordable services in the rural and urban communities such as Monterey County.

Support efforts to expand access to broadband and telecommunication services to unserved and underserved areas of Monterey County (e.g., County, or other agency's grant proposals, public-private partnerships, state universal broadband bond, etc.) to address public safety and increase internet speeds. Support efforts to address affordability (e.g., California LifeLine Program, Affordable Connectivity Program). Support efforts to reform existing state programs to expand internet access, generate needed revenue, and make it easier for local governments to obtain funding to move local projects forward. Support efforts to regulate broadband/internet access as a utility by the Federal Communications Commission and California Public Utilities Commission. Support efforts to regulate access fairly and equitably to telecommunications services, removing barriers and providing adaptations for all unserved and underserved rural and urban regions. Support expedited construction of the middle-mile in Monterey County that enables providers to submit last-mile proposals.

Federal Communications Commission (FCC) Broadband Map: The FCC Broadband Map displays where Internet services are available across the United States, as reported by Internet Service Providers (ISPs). The map is continuously updated to improve its accuracy through a combination of FCC verification efforts, new data from ISPs, updates to the location data, and—importantly—information from the public. The map contains discrepancies related to coverage within Monterey County and outreach efforts are needed to encourage residents to test their broadband connectivity so that essential and accurate crowd-sourced broadband connectivity data can be provided to the FCC database. Support FCC Broadband Map accuracy outreach efforts.

Telecommunication Services: Telecommunication services, which are usually integrated with broadband services by providers, are extremely limited or non-existent in some parts of Monterey County, with cellular network strengths varying depending on the topology, time of day, weather, and location. A more robust network is needed, especially in remote, highly trafficked tourist destinations like Big Sur. It has yet to be economically and environmentally feasible for providers to expand services into many areas. Recent disasters and other emergencies highlight the need for dependable communications for residents, visitors, and first responders for public safety. The lack of connectivity impacts outreach efforts to affected communities before, during and after emergency events, which disproportionately impacts our must vulnerable residents. Support efforts to expand access to broadband and telecommunication services to unserved and underserved areas of Monterey County to address public safety issues. Support continued access to POTS or copper line telephone service available to rural and underserved areas and households in the County.

NGEN Public Safety Radio: The Monterey County Next Generation Radio Network (NGEN) system is comprised of land mobile radio (LMR) technology that provides county-wide radio coverage for first responders. The NGEN system has coverage issues in north Salinas, Prunedale, Arroyo Seco/Carmel Valley Road, Big Sur, Green Bridge, San Ardo oil field, and the Bitter Water Road/Highway 25 intersection Support efforts to provide a consistent stream of funding to sustain the NGEN system and improve system coverage so that first responders do not suffer from unplanned systems outages or poor radio coverage. Support efforts to integrate the NGEN system with commercial Long-Term Evolution (LTE) (LTE is a standard for wireless broadband communication for mobile devices and data terminals that allows for fast data transmission over the air), build additional NGEN radio towers and implement NGEN system improvements to enhance public safety radio communications coverage and interoperability.

Housing

Available and affordable housing is integral to the health and well-being of County residents and an important element for social and racial equity, environmental justice, and economic development. It is critical that people have the option to live near their workplace, particularly those workers most essential to the local economy (e.g., farmworkers, hospitality workers, teachers, emergency service workers, nurses, childcare providers, etc.), many of whom find that housing is priced beyond their reach.

State lawmakers and local elected officials have created programs and dedicated funding to improve housing affordability and availability. Unfortunately, many of these programs have narrow eligibility standards and cumbersome administrative processes that hinder their effectiveness. The County supports policies, funding, and programs that support the development of multi-family, farmworker, disabled, senior, veterans, homeless, and workforce housing opportunities to assure an adequate supply affordable housing and affordable rental housing at every income range and opposes efforts to increase the cost or create barriers to housing development through additional rules, regulations, and adversarial litigation.

Support efforts and funding to increase the supply of affordable and accessible housing production to meet County needs, especially rental housing, and housing for special need populations, with a preference for infill projects. Support reform of housing element laws to help counties to be successful in meeting the deadlines for the Housing Element (HE). Support efforts to eliminate or reduce school impact fees for employer sponsored housing projects. Support an appropriate balance between statewide goals for housing production and affordability while maintaining appropriate discretion for counties in implementing these policies through locally driven plans.

Housing Market Analysis: In 2021, the County of Monterey partnered with the local continuum of care to release a housing market analysis, where it was revealed that for every household below 30% Area Median Income (AMI), only 16 units were available per 100 families; for every household below 50% AMI, there were only 28 units available.

Preventing Homelessness: Addressing California's housing production challenges is also now broadly recognized as an important component of the state's efforts to address the rising rates of homeless and housing vulnerable families and individuals. When lower income households are displaced from housing as a result of a natural disaster, death of a family member, domestic violence, or due to health and safety requirements, those families are at a high risk of becoming homeless. Programs to increase affordable rental housing options and programs to assist displaced families from becoming homeless are needed. Support funding resources to address homelessness issues locally. Support temporary shelter and safe parking options, active outreach, case management and social services that help people to exit homelessness, overcome barriers to obtaining housing, and sustain stable housing. Support efforts to address the unique needs of individuals and families experiencing or at-risk of homelessness, and equitably allocate funding to address the homeless and housing crises. Seek opportunities to adopt Pro-housing policies, designations, supportive social services, and practices that are related to reducing and ending homelessness, such as identifying local surplus land that could be encouraged for use as housing and Housing Element compliance.

Sustained Funding for the Community Development Block Grant Program (CDBG): *Local* agencies use the flexibility of CDBG funding to preserve and renovate existing housing stock and its accompanying water, sewer, and storm drain infrastructure. Increasing CDBG funding and expanding the program to allow funding to be used for new housing construction would be a powerful tool for local governments. The CDBG program has faced significant funding cuts in recent years. Support an increase in CDBG program funding and expanding the program to be used for new housing construction.

Increased Funding for the HOME Investment Partnership Program: The HOME Investment Partnership Program allows local communities the ability to design and implement affordable housing programs for low and moderate-income residents. An increase in HOME funding is needed for the County, as part of a consortium, to consider participating. Support permanent financing sources to address housing needs at all income levels and to provide adequate housing subsidies for households.

Increased Funding and Flexibility for Housing Choice Vouchers: In order to build more affordable housing and assist residents in need of subsidized housing opportunities, increased access to public housing, and vouchers programs are needed. Voucher programs need to meet the high cost of rent in Monterey County and the area's Fair Market Rents (FMR) as demonstrated in the 2022 fair market rate study that led to a 36% increase – the highest in the nation. Support efforts to increase funding for Housing Choice Vouchers and adjust for the high cost of rent in Monterey County. Support local authority on the percentage of Housing Choice Vouchers that can be used as Project-based Vouchers.

Flexible Housing Subsidy Programs: The State can assist communities to implement flexible housing subsidy programs, intended to provide housing stability to those at risk of experiencing homelessness. Subsidy pools centralize the management of housing resources under a single operator to match resources to eligible households, provide housing navigation and placement services, and provide flexibility in funding that can be utilized in several ways to close the funding gaps that serve as barriers to securing housing. Support funding for programs that help get people into affordable housing and avoid displacement or homelessness.

Low-Income Housing Tax Credit: Increasing access to the Federal Low-Income Housing Tax Credit (LIHTC) Program is needed to provide funding opportunities to developers. Currently, the LIHTC Program can take developers several rounds and years of delays to fund low-income multi-family housing developments. Support permanent status of the Low-Income Housing Tax Credit.

Barriers to Housing Production: Some of the biggest barriers to affordable and market rate housing construction are the development of necessary infrastructure, California Environmental Quality Act (CEQA) and development impact fees, and the threat of litigation over CEQA and land use issues. Major infrastructure is needed for the development of housing (e.g., sewer, water, roads, transit, and other infrastructure). A lack of water is the most significant constraint to housing development in the County. Monterey County is not connected to the state water project and is reliant on ground and, to a lesser extent surface waters, within the County boundaries. Regulatory constraints, like the cease-and-desist order from the California State Water Resources Control Board and declining groundwater conditions in the Salinas Valley, often prohibit new housing development. Supporting water projects and supporting the expansion of CEQA exemptions for affordable housing infill projects and policies which provide protections for affordable housing and market rate developers (e.g., litigation) would help alleviate these concerns. Support efforts to fund infrastructure (e.g., water, sewer) to support affordable housing development. Support the expansion of CEQA exemptions for affordable housing infill projects in need of infrastructure improvements to build. Support policies that provide protections for affordable housing developers (e.g., litigation).

Local Housing Trust Fund: Increasingly, local communities are creating housing trust funds to find local solutions to California's affordable housing crisis. The Board of Supervisors has historically expressed an interest in supporting the formation of a local housing trust fund to finance construction of affordable housing within the County. Housing funding opportunities are critical to get developers the funding they need to kick start local projects. The County of Monterey will establish the Monterey County Housing Trust Fund (MCHTF), which is an important step towards providing a local source of financing. Establishing the MCHTF will allow the County to invest in housing projects to house those experiencing homelessness, farm workers, and other disadvantaged populations. Support the development of tools that assist in affordable housing production (e.g., Local Housing Trust Fund); and affordable housing preservation (e.g., Community Land Trust).

Regional Housing Needs Allocation (RHNA) Credits: State law requires cities and counties to meet housing production goals as defined by the Housing Elements Regional Housing Needs Allocation (RHNA) or to face penalties. New state housing funding (e.g., Healthy Homes California, No Place Like Home, and CDBG) is geared to incentivize housing production and collaboration as the funds can be spent anywhere countywide. However, if the housing is built within a city's boundaries – not the urban county unincorporated area – the city receives the full RHNA credit, while the County which contributed funding and extensive effort into the development of the project, receives no direct RHNA credit. Support regional approaches to affordable development which allow cities/county to share in RHNA credits.

Farmworker Housing: The 2018 Farmworker Housing Study and Action Plan for Salinas Valley and Pajaro Valley, prepared by the California Institute for Rural Studies, estimated that in 2016 the number of workers in the region employed in agriculture was 91,433, and stated that farmworker housing in the region is severely overcrowded. Based on the data, 45,560 additional units of farmworker housing are needed to alleviate critical overcrowding in farmworker households. Additionally, state funding programs and resources (e.g., Joe Serna, Jr. Farmworker Housing Grant Program) are needed to build affordable farmworker housing. Infrastructure funding opportunities are needed to ensure farmworker housing is built in locations that are close to communities and existing transit and other opportunities.

Immigration

The County of Monterey strives to support and defend the civil and human rights of all residents, including those that are foreign-born. Immigrants comprise over 30% of the total population, and at 21.7% Monterey County has the highest percentage of non-citizens of any California county. The County's immigrant population, including undocumented immigrants, is a critical component of the local labor force, especially for the County's two largest industries – agriculture and hospitality. The contributions of immigrants to the economic, cultural, and social well-being of our community are a source of pride for the County, and the County recognizes the importance of maintaining an environment of trust and safety for immigrants who choose to make Monterey County their home.

The Board of Supervisors has proudly supported the County's immigrant community by supporting comprehensive immigration reform which includes a pathway to citizenship for undocumented immigrants; removing Immigration and Customs Enforcement (ICE) from the County jail and declaring Monterey County a "Welcoming County"; supporting reinstatement of the Deferred Action for Childhood Arrivals (DACA) program and becoming the first "Dreamers County" in the nation; supporting the Farm Workforce Modernization Act; and opposing policies that seek to discriminate against individuals based on their immigration status.

The County will advocate to:

- Oppose legislative and executive actions that facilitate large-scale deportations or separation of migrant families at border crossings.
- Oppose legislative and executive actions that unlawfully discriminate against immigrants based on their country of origin.
- Oppose legislative and executive actions that restrict public benefits for immigrants.
- Oppose legislative and executive actions that reduce the number of available employment-based immigrant and nonimmigrant visas, including those for temporary workers.
- Oppose legislative and executive actions that reduce the number of available family-based immigrant and nonimmigrant visas.
- Oppose legislative and executive actions that seek to punish local governments for failure to assist with federal immigration enforcement actions.
- Oppose legislative and executive actions that are counter to the values of the County of Monterey.
- Oppose legislative and executive actions that terminate or infringe on the Deferred Action for Childhood Arrivals (DACA) program, or that seeks to use information previously submitted by applicants to DACA for anything other than the applicant's intended purpose.
- Support policies that provide permanent legal status and a path to citizenship for Dreamers and other undocumented immigrants that arrived in childhood.
- Support comprehensive immigration reform legislation that addresses the County's labor force needs and provides a path to citizenship for the nation's undocumented immigrant population.
- Support efforts to increase language access, ensure access to health care, facilitate naturalization, extend voting rights, and build leadership development pipelines for immigrants.

- Support the Farm Workforce Modernization Act, which would establish a program for agricultural workers in the United States to earn legal status through continued agricultural employment and contribution to the U.S. agricultural economy.
- Support reform of the H-2A program to provide more flexibility for employers, while ensuring critical protections for workers.
- Support efforts to establish a nationwide E-Verify system through which agricultural employers would electronically verify the employment eligibility of their workers.
- Support policies that establish effective nonimmigrant visa programs that address the workforce needs of the agriculture and hospitality industries.
- Support policies that extend Temporary Protected Status for qualifying individuals and oppose any changes to the program that make it more restrictive.

Labor Force

The availability of skilled and unskilled labor is critical to economic development activities across all sectors. Monterey County's economy is primarily based on agriculture and tourism, both of which are highly dependent on an adequate labor supply. An aging worker population and current immigration policies make it increasingly difficult to meet these workforce needs.

Agricultural Workforce: The lack of agricultural workers is one of the largest challenges facing our local industry today. However, industry sources report that they are increasingly affected by labor shortages that jeopardize the local economy, the hospitality industry, and the availability of agricultural goods for national and international shipment. The California Farm Bureau reports that over half of the farmers in California are experiencing labor shortages and that fewer potential employees are applying for seasonal harvest jobs despite increased recruiting efforts, higher wages offered and other incentives. Support efforts to implement comprehensive federal immigration reform to ensure that Monterey County has an adequate labor supply for all economic sectors. Oppose efforts to implement restrictive immigration policies that threaten the economic well-being of Monterey County residents.

County Workforce: Like many employers, the County of Monterey is facing significant workforce challenges as public and private sector employers compete for a diminishing number of qualified employees. While the need for skilled and licensed professionals is particularly acute, the tight labor supply is impacting many industries across skill levels, including entry-level positions. All entities within county health and human services agencies, including public health, behavioral health, human services, aging services, and childcare are dealing with these obstacles. Support policies that promote a greater investment in higher education, training and retaining health care professionals, social workers, and childcare workers to meet local workforce needs. Support policies that help counties more effectively recruit, hire, and retain qualified and talented workers.

Libraries

Monterey County Free Libraries (MCFL): The Monterey County Free Libraries (MCFL) operates 16 branch libraries, three bookmobiles, a library by mail program, and several special programs, including a literacy program which serves adult literacy, family literacy, and English as a Second Language literacy along with

completion of high school, and career development. Free library services are provided to all residents of California.

MCFL serves as a community physical and digital hub, equipped to serve evolving and diverse community needs in such areas as: literacy; education; lifelong learning; health information; workforce development and career support; economic and business development; digital literacy; critical thinking; financial literacy; new and emerging technologies; after-school-programming; veterans services; connections to other agencies; and assistance to vulnerable populations. Libraries have been drivers for equity and inclusion, and services continue to evolve based on community needs.

Preservation and Funding for the Institute of Museum and Library Services (IMLS) and Library Services and Technology Act (LSTA): Support ongoing federal authorization of the Institute of Museum and Library Services and funding the Library Services and Technology Act. LSTA funding is the only federal funding direct to public libraries, and directly supports literacy, services to people with disabilities, preservation of and public access to historical materials, and support for veterans. The IMLS has been proposed for sunset at the federal level and LSTA funding frozen.

Libraries as Cultural Hubs: Support efforts to equip and empower public libraries to act as cultural hubs of understanding and inclusion in public programming including materials, programs, and services to meet equity, diversity, and inclusion goals. Programs and services should include funding for arts and cultural programming, access to meeting rooms for community groups, and a materials collection that supports learning and free inquiry. Support addition and enhancement of public libraries as flexible community services locations, including for use by community groups, in disasters, and for arts and culture opportunities throughout the County of Monterey.

Support use of public libraries as community anchor institutions for digital inclusion, including provision of high-speed and accessible broadband access, ongoing digital literacy education, and community connection to other agencies and resources.

Universal Service Fund (USF)/E-Rate: Support continuation of the Federal Communications Commission (FCC)-run Universal Service Fund (USF) and E-Rate, which subsidizes connectivity for schools and libraries; the Lifeline program, which subsidizes low-income households with their phone and broadband bills and will be increasingly important with the end of funding for the Affordable Connectivity Program; and programs that fund residential and health care communications services in rural, high-cost areas.

California Library Services Act (CLSA) Funding: Support the restoration of funding for CLSA. This funding supports resource sharing among California public libraries, resulting in efficiencies in services. Among the direct services supported are free intra library delivery among Monterey County Free Libraries, Salinas Public Library, Monterey Public Library, Pacific Grove Public Library, Harrison Memorial Library. Watsonville Public Library and Santa Cruz Public Library allowing library items to be returned anywhere, and inter-library loans to be transported without additional postage. Support regional connections and appropriate oversight of CLSA plans and funding that benefit the entire region and all in California.

Implementation of SB 321 Ashby (2023): Support grant funding to assist public libraries in offsetting costs associated with the implementation of SB 321 to implement a mandatory library card program for California third graders. This is mandatory legislation was passed without any funding to implement.

Homework Assistance: Support efforts to restore funding for statewide online homework assistance, allowing all California students to benefit regardless of jurisdiction, and lift the cost off the library's budget and back to an efficient and effective statewide level.

Military Installations

Monterey County has a long and proud military history and is honored to support the ten military missions located here, which provide many local jobs. The County has long played a vital role in our nation's defense. From the establishment of the Presidio of Monterey in the mid-19th century through the creation of the Defense Language Institute Foreign Language Center, Naval Postgraduate School, Naval Support Activity Monterey, Department of Defense Center Monterey Bay, Fort Hunter Liggett, and Camp Roberts, Monterey County has provided critical training and educational sites for all branches and all components of our Armed Forces.

In FY23, Monterey County had 11,824 defense personnel. Defense spending in the County totaled $2.4 billion; as those dollars rippled through the economy, they added $4.9 billion to Monterey County's economy, equal to 14.8% of its gross regional product. Defense activity is directly or indirectly responsible for 27,475 jobs across nearly 60% of Monterey County's industries, comprising 10.5% of total employment and demonstrating the far-reaching impacts of defense spending. The State of California and Monterey County received a combined $323 million in additional tax revenues due to defense activity in this County alone *(2024 Monterey County Military Economic Report)*. Per the U.S. Department of Veterans Affairs (VA), the FY23 veteran population in Monterey County was 17,599, resulting in $187 million in annual VA compensation and pension payments, $13.5 million in educational and vocational programs, and $127 million in medical care *(DoD Office of the Actuary; National Center for Veterans Analysis and Statistics).*

Safeguarding and strengthening local military missions is critical to our national security and local economic strength. Support efforts to assist in military base reuse, especially the redevelopment and blight removal of lands on the former Fort Ord, and to replace jobs lost because of the base closure. Support efforts to enhance, grow, and protect national security assets in the Monterey Bay Area (i.e., Monterey Bay Defense Alliance), and oppose Base Realignment and Closure (BRAC) and similar Department of Defense proposals, which would diminish local missions, negatively impacting the regional economy.

Sustainable Job Growth

Support efforts to fund development of regional countywide economic development plans that balance environmental and economic considerations in furtherance of jobs key to the pillar industries of economic development in the County: agriculture, tourism, small business, higher education, and marine research. Support efforts to promote a strong state and county economy, and provide a healthy environment to retain, expand, and attract business and economic development. Support efforts to expand broadband infrastructure to provide high-speed internet to underserved areas of the County, and to retain local authority to assess fees and control placement of new wireless facilities. Support legislative, policy, or regulatory efforts that provide local governments with economic and community development tools (e.g., opportunity zones) and encourage compliance with state-mandated regional planning strategies. Support efforts that promote ecotourism and wellness, Edu-tourism, Blue Economy research and development, emerging technologies (drone automation and robotics technology), and Agri-Technology that further economic and employment growth.

Tourism

Preliminary estimates of tourism spending in Monterey County in 2023 was $3.0 billion and remained the top industry on the Monterey Peninsula and the second largest industry in Monterey County (Monterey County Travel Impacts Report 2023 by Visit Monterey County, CA). Tourism supports more than 25,000 jobs and generates $177 million in local tax revenues (e.g., sales tax, transient occupancy tax). This revenue provides communities with vital tax resources needed to invest in infrastructure improvements, programs, and projects that benefit residents. Post-pandemic growth in travel to Monterey County flattened in 2023.

Monterey County has an abundance of open or undeveloped space and unique natural environments which lend themselves to tourism, eco-tourism, sustainable-tourism, and cultural-heritage tourism (e.g., Pinnacles National Park, Fort Ord National Monument, and numerous State, Regional, and County parks like Laguna Seca Recreation Area). With proper marketing these assets can attract visitors for longer stays and more frequent visits, which benefit the local economy through increased visitor spending on lodging, food, retail, and other services. The attraction of recreational enthusiasts encourages the establishment of manufacturing, retail, and service businesses which cater to the recreational equipment needs of visitors and residents. Tourism benefits can also be gained by collaborating with the Monterey County Convention and Visitors Bureau and national organizations, such as Brand USA and the State of California Travel Program. Traffic congestion acts as a deterrent to tourists, exacerbating the need to support transportation and infrastructure projects which improve public safety, enhance roadway capacity, provide for more public transportation, and improve coastal and trail access for residents and visitors.

Key Objectives:

Support efforts that promote tourism**,** eco-tourism, sustainable-tourism, and cultural-heritage tourism, including support for federal, state, and local conservation and recreation areas; partner with other agencies to leverage the benefits of tourism to increase economic growth, create jobs, generate tax revenue, and boost U.S. exports; fund infrastructure improvements and capital projects that support visitor travel and tourism. Pursue funding for parks through Proposition 4 grant funding programs.

Workforce Development and Working Families

Support efforts to fund workforce development initiatives (e.g., youth and veterans' employment, youth leadership programs and childcare facilities) to ensure the continuity of employment, and training programs to stimulate economic growth through the creation of a trained and skilled workforce. Ensure public investments in roads, transit, sewers, and other community infrastructure are made in ways that create job opportunities for people residing in Monterey County who are underemployed and unemployed. Support efforts to prepare youth for future self-sufficiency and prevent youth violence and crime. Support working family initiatives that balance work and care-giving obligations such as: workplace flexibility and access to paid leave; affordable, quality child/elder care; and equal pay.

Support the America's Job Center of California's centers in Monterey County, which focus on the needs of job seekers and businesses to ensure workers have access to critical employment programs, services, and training opportunities. Support funding for personal financial management education services. Support funding for career pathways for existing local and potential new industries, including securing resources and developing additional workforce of licensed mental health professionals due to the extreme shortage in the California labor market and increasing demand for mental health services.

Workforce Innovation and Opportunity Act (WIOA): The Workforce Development Board coordinates and leverages local workforce strategies with education and economic development stakeholders to ensure that workforce development and job training programs meet the needs of employers. Investments in workforce development create a comprehensive system to provide our community with a highly skilled workforce that competes in the local, regional, and global economy. The County of Monterey receives funding through the Workforce Innovation and Opportunity Act (WIOA) to manage programs to assist with local workforce investment needs. Support WIOA reauthorization including expanded funding for a business-led Workforce Development Board governed and supported by local leaders.

Youth Employment

Youth employment programs are nationally recognized for preventing youth violence and bringing hope and opportunity to communities. Such programs are highlighted as one of the five strategies in the Office for Juvenile Justice and Delinquency Prevention's Comprehensive Gang Prevention Model. In Monterey County, gang issues, violence, and crime steal the futures of all too many young people. Providing local youths with employment opportunities goes a long way toward ending youth violence and criminal gang involvement and is a priority for the County and its many city and community partners. Summer and year-round youth employment and leadership programs prepare youth for future self-sufficiency, prevent youth violence and crime, and support businesses and organizations.

The Monterey County Workforce Development Board has several job training and youth leadership programs for young adults between the ages of 18-24, that are focused on low-income, homeless, and justice involved youth, with the end goal of getting young adults into jobs or post-secondary education.

Support efforts to enhance funding for summer youth employment and training programs and expand funding for year-round programs to better prepare youth for future self-sufficiency and prevent youth violence and crime. Support programs such as the CaliforniansForAll Youth Job Corps programs that provide out of school youth aged 16-30 the opportunity for job training programs, summer employment, and community service, while meeting critical needs of climate change and food insecurity in Monterey County.

Administration

Support legislative and regulatory efforts that protect and enhance local governments' revenues, maximize County access to state and federal funding sources, and increase local funding flexibility. Support efforts to increase local authority and control over revenues, governance, and service delivery – as well as protect the County against federal and state mandates that constrict its ability to manage its own affairs. Support efforts to provide funding or reimbursement at the actual cost of doing business for County administered programs, projects, and responsibilities. Support efforts to recruit and retain a highly skilled and professional county workforce, provide staff opportunities for professional development, and promote the recognition of employees as professionals in their fields. Protect the attorney-client privilege. Support full funding for mandated programs and oppose unfunded mandates and the imposition of unreasonable or unnecessary legislative, administrative, or regulatory burdens that add costs or risks to County and local operations. Support efforts to provide increased training opportunities to County staff to ensure public health and safety.

Brown Act

The Brown Act ensures that public decisions are deliberated on and made in public at noticed meetings in which the public can participate, but some of its out-of-date provisions make it difficult for members of boards, commissions, and advisory bodies to participate, especially those with young children, medical issues, disabilities, or travel barriers.

Support efforts to continue and expand the ability for public bodies subject to the Brown Act to hold public meetings remotely to support greater participation by those elected/appointed to serve on those bodies and local residents, reduce travel emissions, increase equity and inclusion, and to adjust to uncertain events. Support efforts to designate State funding for stipends for those elected/appointed to serve on local government Brown Act commissions.

Public meetings should be safe, accessible, and welcoming environments where community members can peaceably assemble and attend the people's business without being threatened, harassed, or subjected to unacceptably disruptive behavior.

Civil Rights & Civic Engagement

Support efforts that respect civil rights, provide equal opportunity for all, and pursue equity in all operations by developing a culture of diversity and inclusion.

Administration of Elections / Voting Rights: Support efforts to protect the constitutional rights and voting rights of County residents, the integrity of the election process, and equitable access to voter registration and voting. Support efforts to reform the election process and fund election administration to ensure reform efforts can be implemented. Support policies that create efficiencies and reduce costs in elections administration. Support all mail ballot elections and reimbursement of special election costs.

Diversity: Support efforts to increase diversity and inclusion in government boards, commissions, and committees.

Language Accessibility: Support efforts to designate State funding to local governments for translation and interpretation services to support participation in government by County residents. Support efforts

to improve services to Limited English Proficiency (LEP) persons by providing services in the language spoken by our residents, including indigenous languages and American Sign Language.

Marriage Equality: Support efforts to defend and protect marriage equality, including the Respect for Marriage Act, which would grant protections to same-sex and interracial couples.

Reproductive Freedom: Support efforts to defend and protect reproductive freedom, including the right to access safe, legal abortion services. Support legislation to codify the U.S. Supreme Court decision in *Roe v. Wade*.

Virtual Participation: Support efforts to increase access to County services by virtual means and to increase virtual participation in government by the public and persons with disabilities using adaptive or assistive devices. Support efforts to improve the California Civil Rights Department's (CRD) discrimination, harassment, and retaliation investigative process.

Government Efficiency & Privacy

Support efforts to modernize the governance structure of County divisions and agencies or enter into strategic partnerships to improve the efficient delivery of government services. Support efforts to streamline operations, enhance access and use of digital and other information technologies, and add flexibility and discretion for counties to manage programs in the most efficient and cost-effective manner possible. Support policies that promote net neutrality and open access to information in any format. Support efforts to increase data privacy and cybersecurity, limit third party access to data, safeguard against data breaches, and guard against election interference.

Artificial Intelligence (AI): *Monitor* threats relating to emerging utilization of Artificial Intelligence (AI) to protect against lack of transparency, bias and discrimination, privacy concerns, ethical dilemmas, security risks, among others Support the responsible, transparent and ethical use of Artificial Intelligence (AI) technology to improve processes and enhance services to residents. Support the ability of the County of Monterey to independently determine the scope and extent of AI integration within county government services. AI-related legislation should follow existing federal and state laws on copyright, cybersecurity, privacy, and public records. Support proposed federal and state laws related to AI technology or platforms that comply with existing data requirements and applicable laws, including but not limited to the California Consumer Privacy Act (CCPA), Criminal Justice Information System (CJIS), Health Insurance Portability and Accountability Act (HIPAA), California Confidentiality of Medical Information Act (CMIA), California Public Records Act (CPRA).

Disinformation: The County of Monterey is dedicated to ensuring the delivery of accurate, timely, and transparent information across all platforms. This commitment includes fostering access to reliable and factual content from trusted news outlets, social media channels, and other information sources. To further support residents, the County actively promotes media literacy, equipping individuals with the skills needed to independently fact-check and critically analyze potentially deceptive or misleading data. By empowering residents to distinguish factually verifiable information from propaganda or misinformation, the County reinforces its mission to build an informed, engaged, and resilient community. Support efforts to ensure access to reliable information and media literacy.

Local Government Funding and Authority

It is essential that the County work to protect and enhance local government revenues, maximize access to State and Federal funding sources and increase local funding flexibility. Local authority and control over revenues, governance, and service delivery – as well as protection against mandates that constrict the County's ability to manage its own affairs is essential. Efforts must be supported which provide full funding or reimbursement at the actual cost of doing business for County administered programs, projects and responsibilities and vigilantly oppose efforts to reallocate revenues away from counties, reduce county revenues, or impose unfunded mandates and the imposition of unreasonable or unnecessary legislative or regulatory burdens that add costs or risks to operations.

Support efforts to enhance and equitably distribute constitutionally guaranteed funds to counties for realigned public safety, health, and human services programs. Support the reduction or elimination of regressive fees and fines that disproportionally affect low-income residents. Oppose administrative and regulatory burdens which unnecessarily add risks or costs to County business activities. Oppose federal efforts to eliminate or limit local taxing authority, the state and local tax deduction, the tax-exempt status of municipal bonds, and other tax policies that have the effect of reducing revenues for state and local governments. Support legislative and administrative policies that ensure the accuracy and completeness of collected census data that reflects the total resident population in each state, including noncitizens.

Federal and State Aid: The County of Monterey receives funding from the Federal and State government to administer health, welfare, and public safety programs, and much of this funding is based on federal census data. The County also receives revenue from competitive grant programs. Total Federal and State aid to the General Fund for Fiscal Year 2023-24 is estimated at 30.6% of total financing. Social service and health programs rely heavily upon and are the largest recipients of this aid. However, funding to counties to deliver required services has not kept pace with costs. Support efforts to secure and enhance State and Federal revenues and funding for local government operations and programs.

Discretionary Revenues: The County's primary discretionary revenue sources are property, sales, commercial cannabis business taxes and transient occupancy taxes. These revenues support most County services and basic functions (e.g., public safety, criminal justice, health, public assistance, land use, recreation, environment, administration). Support state property tax apportionment reform efforts.

Targeted Federal and State Advocacy: The County's state and federal legislative advocacy efforts work to support or defend legislative, regulatory, or budget actions that impact resource, operation, revenue or funding opportunities for County projects and programs. The Board of Supervisors has a Legislative Program and Strategic Grant Services Program to aid County departments in legislative efforts and priority project grant applications. These programs work in close collaboration to advocate for maximum state and federal program funding which translates into locally available funding opportunities. The County's lobbyists and grant consultants are key to these efforts, working with state and federal agency staff to shape rulemakings and guidance for programs that impact County finances and operations.

Local Authority: The County must have adequate authority, operational flexibility, and resources to meet its role as an agent of the State and local service provider. The County supports efforts to ensure local discretionary control over governance issues and the delivery of services. The County opposes the transfer of programs from the State and Federal Governments to counties unless program control and flexibility are also shifted, and adequate State funding is guaranteed. Preserve the County's autonomy and local authority as the fiscal manager, administrator, and policy-making entity related to County funds; and to expand authority to generate voter approved revenues at the local level.

Local Revenue Generation: Support efforts that preserve the County's autonomy as the fiscal manager, administrator, and policy-making entity related to County funds. Support expanded authority to generate voter approved revenues at the local level. Protect the County's revenue sources, especially property, sales, commercial cannabis business and transient occupancy taxes. Oppose efforts to restrict, limit or eliminate local taxing authority and policies that have the effect of reducing revenues to state and local government (e.g., the tax-exempt status of municipal bond interest, and the deduction for state and local taxes). Support the County's authority to engage in public-private partnerships and other alternative financing mechanisms for infrastructure development.

Transparency: The County supports transparency in its operations and business decisions, open government, and freedom of information as it executes its responsibilities. The County believes that the transparency of public spending strengthens democracy, promotes fiscal responsibility, and bolsters public confidence. Support efforts to increase transparency in the way the County conducts its business, modernize the governance structure of County divisions and agencies, and enter into strategic partnerships to improve the efficient delivery of government services.

Public Records Act

The California Public Records Act (CPRA) is intended to ensure that governmental records are disclosed to the public, upon request, unless there is a specific reason not to do so. Counties and other local governments have faced an enormous increase in the number and size of requests over the past few years. The intensive work required to review records and redact the material that is exempt or prohibited from disclosure (e.g., confidential attorney-client correspondence, social security numbers, criminal history, trade secrets, medical records, etc.) has grown exponentially. Further compounding this problem is that counties must make tough judgment calls on whether to release some records, especially when doing so is specifically prohibited, for example because doing so would violate privacy laws or employee confidentiality. The dilemma for counties is also financial, since they are liable for court costs and reasonable attorney fees should the requester prevail in litigation filed under the CPRA. Counties have seen an increase in vexatious litigants using the CPRA to grind government work to a halt. The County of Monterey supports proposals that seek to reduce the impact of these growing issues.

Social, Health, and Racial Equity

The County of Monterey supports policies and practices that promote equity and reduce disparities based on race, ethnicity, national origin, immigration status, gender, sexual orientation, gender identity, age, disability, and socioeconomic status to ensure equitable opportunities and better futures are available to all Monterey County residents. Policies should address all forms of racism, particularly institutional and structural racism, which have historically played a central role in creating and perpetuating persistent social and health inequities. Despite progress in addressing explicit discrimination in these policy areas, inequities continue across the nation. These inequities exist across all indicators for success, including education, criminal justice, jobs, housing, public infrastructure, and health, regardless of region. Identifying and addressing the root causes of these inequities is needed to understand the unintended consequences of policies, systems and institutional biases which may further marginalize certain communities, particularly communities of color.

The County of Monterey has developed a Governing for Racial Equity (GRE) Action Plan that will move a theory of change into action to achieve a collective vision of equity, work to center community voice, and

drive institutional and structural change across the County organization. Support efforts to fund and implement proven GRE practices across County departments, including policies and programs to help combat racism and inequity and resolve inherent biases and institutional processes that result in systemic racism and inequity, and establishing and funding equity infrastructure (i.e., equity offices in key County departments with decision-making power) to sustain ongoing efforts.

Support efforts to work in partnership with indigenous peoples and racialized communities to collect intersectional demographic data, such as age, gender identity, and ethnic origin. This will help break down barriers and better identify interconnected issues, such as economic status, employment, and outcomes in health care.

Workers' Compensation

Continued legislative efforts in expanding injuries or conditions for which a connection with employment is presumed but not proven threaten the equilibrium of the workers' compensation system. Additionally, efforts have recently included substantially modifying certain workers' compensation system segments that will unfairly penalize employers and counties while detrimentally impacting the overall quality of care delivered. Instead, counties should champion data-driven decisions or reform to the entirety of the system to find the appropriate balance between employers and employees. This legislative interest continues to be heightened in an era of the COVID-19 pandemic, wildfires, and police reform. By granting superfluous, costly benefits to workers for injuries that may not be job-related, the financial solvency of the system will be detrimentally impacted. For the system to function correctly, it relies on the contributions of employers and employees to roughly equal the amount paid out for injuries suffered on the job. To protect county employers, the County of Monterey will oppose efforts to create new presumptions and to expand existing presumptions without data-driven evidence that the current system is unjust.

Health & Human Services

Assure adequate protections are in place to provide equitable opportunities for all individuals to realize their full unique potential and provide for needed public health, safety, and social service programs. Support state and federal actions that promote the health and welfare of the County's most vulnerable residents and funding to expand coordination of efforts to improve the County's health system. Support efforts to protect and preserve the health systems that serve Monterey County residents. Promote policies to improve health equity and close health disparities gaps, including access to primary and preventative care. Support America's Essential Hospitals (AEH) initiatives for federal support of Public Safety Net Systems, including an official designation which recognizes the importance of the safety net role and mission to care for all people, including the uninsured, low-income patients and other marginalized groups. Also support AEH initiatives that develop throughout the year.

The safety net health care system and access to it provides residents with opportunities for routine care. Those opportunities include comprehensive health care insurance coverage, continued support for those with pre-existing conditions, reimbursement mechanisms that cover the costs of providing health care, and support for California's new Section 1115 Medicaid waiver through December 31, 2026.

Support reforms to fully fund comprehensive health care programs, providers, and facilities without adversely affecting the local economy and business community. Oppose funding cuts to critically important health and human service programs, such as Medicaid (Medi-Cal in California), Medicare, the Affordable Care Act (ACA), the Global Payment Program (GPP), and Disproportionate Share Hospital (DSH) funding, and efforts that reduce local flexibility in the implementation of such programs. Support initiatives that eliminate or indefinitely delay implementation of DSH cuts. Support policies and initiatives that advocate for rural hospital funding. Support AEH's and the California Association of Public Hospitals and Health Systems (CAPH) request to fix the Medicaid dual calculation so not to penalize hospital systems in the DSH calculation. Support policies that retain the current public charge definition. Oppose policies that limit access to private health insurance. Support state efforts to implement CalAIM with the federal government to expand Medicaid (Medi-Cal) funding to California counties. Support CAPH's initiatives for state support of Public Health Care Systems, including reform of Medi-Cal payments and for general fund relief necessary to address inadequate Medi-Cal and Medicare payment rates. Target initiatives and programs that support the infrastructure, staffing and funding of public health care systems. Support funding that is health system centered instead of health plan centered.

Support funding for, and policies that, assure parity for mental health and substance use disorder prevention and treatment. Support programs that promote increasing and improving public health and healthcare staffing workforce. Support efforts to fund electronic health records integration and implementation of health information exchange efforts. Support changes in federal substance use confidentiality rules to allow for streamlined information sharing.

Public Health

Support policies and funding that preserve and expand primary prevention and essential public health infrastructure, staffing and services. Support efforts that promote health equity in the areas of community health, health care, and injury and disease prevention. Support efforts to create safe and healthy neighborhoods that encourage healthy choices and lifestyles which in turn promote early childhood development, maternal and child health, prevention of youth violence, prevention of chronic health conditions, overall well-being, and prevention of early death. Support efforts to create climate resilient

communities. Support efforts and policies that promote environmental health regulations that require businesses and individuals to follow public health guidance that protects people and the environment. Support efforts to allow streamlined information sharing across multi-sector entities to improve coordination of services care and client outcomes.

Support efforts to address staffing shortages in public health, behavioral health, human services, aging services, child welfare, and childcare which limit county capacity to respond to crises, emergencies and disasters. Support state and federal funding and technical assistance to ensure adequate planning, response and recovery to local, regional, and global health emergencies.

Healthy Communities

Built and social environments significantly impact the health of communities. Support public policies and programs that aid in the development of healthy communities including food and beverage policies that increase access to healthier options in both county-operated and non-county-operated no/low-cost food programs (e.g., USDA Summer Lunch, inmate programs, and senior meals) or concession and vending operations. The County further supports the concept of joint use of facilities and partnerships, mixed-use developments, and walkable and safe developments, to promote healthy community activities.

Support efforts and funding to develop climate change mitigation and resiliency strategies, including but not limited to, bolstering infrastructure to help protect against and address potential impacts on human health, such as increased respiratory and cardiovascular disease, injuries, and premature deaths related to sub-standard housing conditions, extreme weather events (catastrophic wildfires, flooding, drought, heat, wind, etc.), changes in the prevalence and geographic distribution of food, food borne illnesses, water borne illnesses, emerging infectious diseases, and threats to mental health, particularly for disadvantaged communities that are the most vulnerable to the effects of climate change, environmental injustice, and economic barriers.

Healthcare for All

Support, deepen, and expand efforts to create equity and eliminate racial disparities by expanding access to health care through community access supports, universal coverage, and other steps to improve the access to quality and affordability of health care. Support efforts to ensure employers help H-2A Temporary Agricultural Workers apply for health insurance through Covered California. Support policies and funding that preserve and expand primary prevention, address social determinants of health, and that foster social/racial equity in the areas of community health, health care access (including telehealth), education, and disease prevention.

Public Health, Health Care Coverage, Access & Integration

Access to timely and high-quality healthcare is a fundamental human right. California counties play a critical role in serving those most in need through the provision of public health, behavioral health, and social services, as well as a strong public safety net health care system. Funding cuts during the great recession resulted in significant underfunded infrastructure needs for public health including communicable disease prevention and control. Support continued investments and availability of flexible funding for planning efforts, and sustained support for the critical public health infrastructure needed for

a comprehensive infectious disease prevention and control system in California to combat existing, emerging, and reemerging diseases.

Support access to affordable, comprehensive health insurance. Support healthcare as a basic human right; universal affordable health insurance/coverage would contribute to reducing health inequities.

Additionally, the reduction of health disparities is a critical need that can be accomplished through intentional systems change to improve the social determinants of health and increasing the proportion of County residents with affordable quality health coverage. System changes include fostering the promotion of health and prevention strategies, developing multi-sector coalitions using collective impact to address complex issues, expanding health care coverage, and partnering health care delivery with public health. These efforts are an intentional move upstream approach from the treatment of illness associated with communicable and chronic disease to advance policy, systems, and organizational changes to address the underlying environmental factors and conditions that influence health and health behaviors.

Monterey County faces numerous health-related issues (e.g., childhood obesity, youth violence, and adult-onset diabetes). The County has adopted a strategy of "Health in All Policies" as part of its efforts to eliminate social, racial, economic, and environmental inequities that impede the attainment and maintenance of good physical and mental health, including health care access. The County supports a broad system-wide and public health prevention approach to reduce risk factors that exacerbate health inequities, maintain, and strengthen the County's role in health care reform, and the health of the public safety net health care system.

CalAIM Implementation. California Advancing and Innovating Medi-Cal (CalAIM) is an ambitious multi-year initiative seeking to enhance care coordination and improve health outcomes through state and federal proposals to simplify and streamline the Medi-Cal program. CalAIM has significant implications for many county health and human services functions, including behavioral health services, social services eligibility, county public hospitals, and cross-sector initiatives for foster youth, the unhoused, those with co-occurring chronic and mental health illness, and justice-involved. The County will continue to focus on the federal, state, and local finance implications, as well as the impacts on county operations, successful programs, and the people and families served. The County will continue to advocate for prioritization and funding of counties to provide services that leverage counties' existing expertise and for the state to consult with counties in formulating and implementing all policy, operational and technological changes of this initiative.

Key Objectives:

Support efforts that reduce health inequities, improve health care access for all (e.g., increase Medi-Cal eligibility standards to 200% or less of Federal Poverty Level), promote primary public health prevention, fund interventions to prevent emerging and reemerging communicable diseases, and strengthen communities (e.g., social support networks, community design, clean energy, public transportation, access to education, employment practices, alternatives to incarceration, restorative justice, etc.). Support state level policy that documents be produced in the languages of our California residents.

Support efforts to preserve, promote, expand, and fund primary prevention efforts, essential public health functions, efforts that foster social and racial equity to reduce health inequities, address Adverse Childhood Experiences (ACEs), behavioral health, communicable and chronic disease, positively impact current and future health outcomes, promotes the integration of cognitive and physical health, mental health, behavioral health, and other types of preventive services and healthcare in unified service delivery models.

Support efforts to fully fund Health Department enhanced case management services to managed care Medi-Cal beneficiaries.

Support efforts to improve the design and care of built and natural environments to be culturally supportive of healthy living throughout the county. Support increased information and resources to empower community members to choose healthy eating, active living, and drug free lives.

Oppose efforts to repeal or diminish funding or services under the Affordable Care Act, or to limit the scope of the Children's Health Insurance Program (CHIP). Oppose efforts that reduce funding for public health, shifts costs to local health departments, or creates unfunded mandates. Oppose legislative and executive actions that could limit Medicaid supplementation payments and other financing arrangements which reduces funding to the County to implement federal government programs. Support efforts to stabilize and strengthen public safety net health care systems and pharmacy benefits. Support efforts to provide higher Medi-Cal and Medicare reimbursement levels for inpatient and outpatient services, and substance use disorders. Support expansion of coverage for low-income individuals, families and seniors through Medi-Cal and Medicare programs, regardless of legal status. Support the continued implementation of CalAIM for California and its public health care systems to lead the nation towards care for low-income and vulnerable patients that emphasizes preventative and patient-centered care in the right place at the right time. Support policies that expand sick leave and family leave to support workers and their families, regardless of immigration status or employment type (i.e., gig-workers).

Behavioral Health

Counties provide specialty mental health and substance use disorder services on behalf of the state through county-run mental health plans. The various and complicated funding streams that support these services include 1991 and 2011 Realignments, the Behavioral Health Services Act, and new homeless funding. Additional funding is needed to develop a more integrated and comprehensive system of care that includes supports for prevention and treatment programs, will lead to reduced costs, improved equity, enhanced patient outcomes, reduced mental health stigma, and reduced treatment delays and safety issues.

Behavioral Health Funding. The state is making significant investments in behavioral health housing, children's behavioral health services, and CalAIM. To successfully harness these investments to make transformative change requires addressing underlying county mental health plan funding shortfalls for existing and emerging mandates, such as the CARE Act, in county departments. The County will advocate for additional funded for mandated services and expanding workforce capacity.

Mental Health Beds and Program Space: Funding is needed for the construction of dedicated mental health beds for adults and juveniles, individual and group mental health therapy and program space, safety cells, and in and out of custody offender programming needs. The County needs expanded mental health beds and program space in its adult detention and mental health facilities. Funding is needed for the construction of dedicated mental health beds for adults and juveniles, individual and group mental health therapy and program space, safety cells, and in and out of custody offender programming needs.

The County's only locked 5150 adult mental health facility is located at the County hospital. Due to an increased demand for inpatient mental health beds, funds are needed to expand the number of beds and program space to better serve the adult and juvenile population including establishment of a Crisis Stabilization Unit.

The County will eventually construct a 96-bed mental health rehabilitation center (MHRC). Secure housing is necessary to treat some offenders while they receive a combination of counseling, therapy, and medication to stabilize their condition. Housing and treatment should be expanded to include misdemeanor inmates and those misdemeanor offenders deemed incompetent to stand trial. The County may need additional funding to fully renovate and staff the MHRC.

Whole Child/Whole Family Approach to Mental Health: Social-emotional development and wellness are fundamental in the earliest years of childhood for long-term health and well-being. The County supports whole child/whole family systemic approaches to mental health, including shifting the societal conditions that create toxic stress and triggering events, as well as holistic services in all of the settings most comfortable to families, including (but not limited to): dyadic care models in pediatric clinics, particularly for families enrolled in Medi-Cal; early childhood mental health consultation and related services in subsidized child care programs; and attachment and maternal mental health supports through home visiting.

Key Objectives:

Support efforts to enhance the comprehensive behavioral health system, including broader support to expand transitional and permanent housing for the unhoused and disabled. Support local control over spending priorities for the Behavioral Health Services Act (MHSA)/Proposition 1 funds, inclusive of the innovation component for funds. Support efforts to prohibit the funds currently allocated to counties from being re-directed by the State for other purposes. Support efforts to require coverage and increase reimbursements for mental health and substance use disorder services; give counties flexibility to blend mental health, substance use treatment funds and direct funds to areas of greatest need; and increase availability of services to the uninsured. Support efforts to secure funding to construct mental health beds, residential placement facilities, and program space for residents of all ages. Support efforts to enhance behavioral health workforce assistance and adequate, sustained funding to match new responsibilities included in initiatives such as the CARE Act and the multi-year effort to develop a comprehensive statewide 988 system.

Public Guardians, Administrators and Conservators

Public Administrators, Public Guardians and Public Conservators act under the authority of the California Supreme Court but are solely a county function and mostly funded with County General Funds and some fees collected through the conservatees' estates. These funding sources have not kept pace with the increasing demand for services and there has been a rise in interest in conservatorships as vehicles to help manage criminally involved and unhoused populations.

Funding and Services: Support efforts that would provide adequate and sustainable funding for public guardians, conservators, and administrators to ensure quality safety-net services including securing and safeguarding financial assets for all who qualify. Oppose additional duties, mandates, and requirements for public guardians without the provision of adequate funding to carry out these services. Support efforts to enhance placement capacity for public guardians, as California severely lacks safe and secure housing for most individuals under conservatorship.

Traumatic Brain Injury, Dementia and Co-occurring Mental Illness: Support efforts to create a suitable designation for persons with traumatic brain injury, dementia, co-occurring mental illness and dementia, and substance use disorder; and extend Medi-Cal Managed Care or private insurance coverage to provide appropriate coverage, placement, and treatment options for these individuals.

Public Health and Prevention Policies: Tobacco and Cannabis

Tobacco Use: Cigarette smoking remains the leading cause of preventable disease, disability, and death in the United States, accounting for more than 480,000 deaths every year, or about 1 in 5 deaths, according to the U.S. Centers for Disease Prevention and Control. Tobacco-use among youth and young adults continues to be of concern, as the use of electronic smoking devices and other smokeless tobacco products among younger adults has been on the rise, and the rates of smoking among youth are increasing. The proliferation of tobacco product categories, such as flavored products, and the evolution in tobacco marketing appear to be fueling teens switching from traditional cigarettes to a new generation of tobacco products.

Cannabis Use: In addition, the use of electronic smoking devices is linked with cannabis use as well. Legalization of recreational cannabis may exacerbate existing health disparities such as low birth weight, poor mental health outcomes, or lower high school graduation rates for children and youth. Increased cannabis use may lead to cannabis dependency and attendant health and social harms.

Support efforts that increase funding for cannabis and tobacco substance use prevention and education programs and to study the impacts of cannabis use and legalization on public health. Oppose efforts to exempt electronic nicotine delivery systems, such as e-cigarettes, from tobacco control laws and regulations. Support legislation which would regulate the sale and marketing of smokeless tobacco products, prevent youth-focused marketing strategies, limit cannabis product THC content, require stocking of lower THC products, and standardize 5 mg THC doses of concentrates. Continue to support the use of a specialized business model for retailers (no food or other product sales).

Early Childhood Development

Children ages 0-5 in Monterey County account for 8% of the County's population. Research shows the importance of policies that advance whole child, whole family approaches, increase racial equity, build integrated systems, and focus on prevention to enhance critical services for children and families. Targeted interventions for prevention and to improve conditions during early childhood offer a greater return on investment than interventions later in life. Additionally, research has shown that childcare's effect on workforce participation, productivity, and businesses' bottom line is more significant than previously recognized. Ensuring healthy child development, therefore, is an investment in the County's current and future workforce along with the capacity to thrive economically as a society.

Bright Beginnings Early Childhood Development Initiative

Framework & Strategy Priorities

- ☆ An equitable system that supports all children and families.
- ☆ Families surrounded by support: implement an integrated, holistic, family-centered support system of screening, care coordination referrals and services; scale up home visiting programs for families with young children; expand paid family leave, protect and support breastfeeding, and implement other family-friendly business practices.
- ☆ Empowered and Resilient Families: improve support for parent's and caregiver's mental health; expand access to parent-child play groups.
- ☆ Caregivers support children's growth and learning: embed parenting and child development supports in health and other public services; establish capacity support for family, friend and neighbor caregivers; scale up effective parenting programs.
- ☆ Transform early care and education systems to increase access and improve quality.
- ☆ Design coherent public policies that will improve the lives of children and families.

Cross-cutting strategies: generate sustainable funding for early childhood services; engage families with young children in shaping local and regional policies, budgets, and services; capacity development and awareness raising.

Support efforts to ensure that parents and primary caregivers are well-informed and capable of supporting their children physically, emotionally, mentally, intellectually, and financially (e.g., preschool for all, increase opportunities and access to culturally relevant, trauma informed care, education, and services, along with timely and appropriate information to support families).

Support efforts to strengthen families' equitable access to quality early childhood services (e.g., early childhood workforce development, improved access to quality, affordable and developmentally appropriate childcare, increase number of quality childcare providers, improved reimbursement rates and salary for licensed childcare providers, increase number of childcare facilities) with an emphasis on families with children ages birth-three.

Support efforts to ensure children are physically, mentally, socially, and emotionally healthy (e.g., increased availability and equitable access to social determinants of health: healthy food, affordable housing, trauma and special needs services, minimize harmful environmental health risk factors, child friendly workplaces).

Support efforts to ensure that the early childhood development system is comprehensive, cohesive, and navigable (e.g., increase coordination, collection and sharing of data and best practices, increase coordination of whole family services and support for children and families, immigration reform that benefits children and families, quality infrastructure development or improvement).

Support efforts to increase funding for early childhood development systems, programs, facilities, and First 5 Monterey County.

Social Services

Support efforts to preserve, strengthen, and advance access to social services by providing the authority and resources required to promote the social and economic self-reliance of individuals and families, and for the protection of children, elders, and dependent adults. Support efforts to fund, restore funding, and clarify state/county responsibilities for county provided social services. Encourage and support the State's efforts to secure funding and federal waivers resulting in additional resources for counties and community-based social service providers. Support efforts to secure funding and policies to address the unique needs of veterans and their families. Support policy efforts aimed at removing barriers, improving processes, and strengthening access to public assistance and social services.

Promote Child Well-Being and Prevention of Child Abuse

Monterey County continues to pride itself in having a strong child welfare system that invests substantial local discretionary funds into child abuse prevention and early intervention programs. The County has one of the lowest foster care entry rates in the state, further reflecting our prevention efforts. With the statewide implementation of Continuum of Care Reform (CCR), the County is putting an ever-increasing emphasis on keeping children with kin whenever possible, to include a formal foster care setting. This includes doing an extensive search for family and supporting kin caregivers as formal resource families. Monterey County continues to struggle with challenging community demographics ranging from overcrowded and unstable housing, to co-occurring mental health and substance abuse disorders, along with youth and family violence. Additionally, lingering economic challenges and social impacts from the effects of the COVID-19 pandemic continue to place additional stress on already strained family units. An added challenge is the shortage of qualified professional social workers to support the increasing mandated services and programs, so greater legislative efforts and advocacy are needed to increase the workforce pipeline.

Support policies that expand funding for child abuse prevention services to meet collaborative next steps outlined through the work with APHSA. For children and youth who enter foster care, locate kin to be trained and supported as caregivers along with recruiting and preserving Community Resource Families (formally known as foster families). Support policies to improve the integration of data among youth serving agencies, including child welfare, public assistance, behavioral health, physical health, education, and public safety. Retain and support funding, policies, programs, and targeted resources that promote stable housing for children, families, and emancipating foster youth. Support efforts to sustain funding for the Bringing Families Home (BFH) Program established in 2016 to reduce the number of families in the child welfare system experiencing, or at risk of homelessness, to increase successful family reunification and to prevent foster care placement. Support funding for social work, workforce development and education programs. Support funding to sustain and expand primary prevention efforts such as the Nurse Family Partnership and relative support programs. Support the gathering of community through Child and Family Teams as best practice to get the individual needs of the family met. Support funding and programs for parenting education, domestic violence prevention, and childcare training for family, friends and neighbors who provide unlicensed care. Support resources to expand life skill training for pre-teens and teens. Support staff and community coaching around the Child Welfare Core Practice Model to best serve those who are in need of services. Support funding for the recruitment foster parents for probation foster youth and children-family teams.

Child Support Services

Monterey County Department of Child Support Services (CSS) enhances the well-being of children and the self-sufficiency of families by providing professional services to locate parents, establish parentage and establish and enforce orders for financial and medical support. County CSS consistently collects more for families than other counties in the State that have similar sized caseloads and is ranked tenth in the State for cost effectiveness. In FY 2024-25 CSS collected $44.0 million and currently serves approximately 12,300 children locally.

Strengthening the child safety net, reducing poverty, and increasing access to justice is vital. Without adequate funding, Local Child Support Agencies (LCSA's) cannot expand service capacity to sufficiently address local needs. Child Support is the third largest Safety Net program for children and plays a direct role in lifting children out of poverty. Child Support payments enable parents to provide food, clothing, and shelter for children who would otherwise not have access to these basic necessities. Additional funding to LCSAs is needed to increase outreach and engagement efforts to unserved and underserved communities, particularly communities of color, who are disproportionately impacted by child poverty issues; increase the use of technology to simplify access to program services; and ensure that programs are appropriately staffed to manage increasingly complex child support program needs, while meeting new programmatic mandates and requirements. Support efforts to increase funding to LCSAs to help maintain the social safety net reach unserved families, decrease child poverty, and facilitate positive, equitable outcomes for all children.

Sustain and Strengthen Safety Net & Employment Support Resources

Safety net services are a critical element of community well-being that help struggling families and individuals survive and thrive. Sixty percent of county residents are served by the county's department of social services. According to the American Community Survey, 12.58% of all Monterey County residents have income below 100% the federal poverty level (FPL), 29.52% were below 185% and 18.05% of children under 18 years of age live in poverty. When the actual cost of living in Monterey County is taken into consideration, the effective poverty rate and the number of residents struggling to get by, climbs. The FPL represents a bare minimum threshold. A more accurate measure is the self-sufficiency standard budget which considers average costs for standard household budget items, such as housing, food, childcare, healthcare etc. Using this standard, 69% of households with children in Monterey County have annual incomes below the self-sufficiency standard. The impacts of poverty and the high cost of living disproportionately impact Latino and Black residents, as well as single mothers and their children.

Support funding (and oppose cuts) for basic assistance to individuals who work in lower wage jobs, are underemployed or are unemployed through CalFresh known federally as Supplemental Nutrition Assistance Program (SNAP), CalWORKs Employment and Training Services, the Women, Infants, and Children (WIC) program, childcare programs, Community Action programs and the CalWORKs/Temporary Assistance to Needy Family (TANF) programs as well as all associated supportive services and reimbursements. Advocate for updating the FPL measure for defining income level needed for self-sufficiency and for determining eligibility for services. Support efforts that ensure a living wage for all Monterey County residents. Support funding for programs and services that help to prevent homelessness and rapidly secure housing for families experiencing homelessness for homeless families and individuals, such as CalWORKs Housing Assistance (HA) and Housing Support Program (HSP). Support improvements to the TANF program to modify work participation requirements to better match individual family needs

and local economic circumstances, the need for wrap around services for families struggling through crises, and to recognize additional costs to communities as a result of ongoing funding stagnation and high unemployment caused by job loss due to the COVID-19 pandemic and the severe winter storms of 2002-2023, which continue to impact residents. Support expansion of wage subsidy programs for households served by both CalFresh/SNAP and CalWORKs/TANF, and CalWORKs Employment Training Services – these programs have proven to be effective local resources that promote self-sufficiency and establish a positive work history.

Homelessness

California's poverty and homeless rates remain among the highest in the nation, affecting all Californians including children, adults, veterans, seniors, and families. The deepening homelessness crisis not only takes a toll on those who live without adequate shelter or housing, but it also diminishes the health and vibrancy of the community as a whole.

State Efforts to Address Homelessness: Although state and local governments have made significant investments in housing and homelessness programs over the last few years, California still lacks a comprehensive, holistic strategy that provides long-term, sustainable funding and clear levels of responsibility for all levels of government. The County supports policies that address the root causes of homelessness, flexible funding for emergency and supportive housing interventions, homeless prevention and housing stability services, and strategies that ensure that occurrences of homelessness are rare, brief, and non-recurring.

The State has invested significant resources to address homelessness and homelessness prevention, including resources for local jurisdictions to access flexible funding through the regionally coordinated Homeless Housing, Assistance and Prevention (HHAP) Program. The state has appropriated nearly $4 billion in HHAP funds to eligible Cities, Counties, and Continuums of Care (CoCs). HHAP was established for the purpose of organizing and deploying the full array of homelessness programs and resources comprehensively and effectively, and to leverage existing federal, state, and local investments towards long-term sustainability of housing and supportive services. HHAP-6 introduces new requirements aimed at bolstering Regionally Coordinated Homelessness Action Plans by identifying roles and responsibilities through formalized memorandum of responsibility agreements, utilizing state directed system performance measures to capture progress, and take key action in addressing racial and gender equity in service delivery, housing placements, and housing retention.

Homelessness in Monterey County: The 2024 Monterey County Homeless Point-In-Time (PIT) Census and Survey identified 2,436 individuals experiencing homelessness, 77% of which were unsheltered. The 2024 census resulted in the first increase in homelessness since 2017, representing a 19% increase compared to 2022. The key factors in this increase are linked to ongoing post pandemic economic pressures, including rising housing costs and inflation, which have made it increasingly difficult for many residents to maintain stable housing. The lack of affordable housing options has pushed more individuals and families into homelessness, a situation underscored in the National Low Income Housing Coalition's Out of Reach report, where it states that Monterey County residents must earn $57.35 per hour to afford a two-bedroom apartment. The County's biennial PIT census remains a critical data point in how funding is currently allocated from state and federal sources and is therefore heavily invested in efforts to ensure a robust and accurate measure are performed when updated every two years.

Student Homelessness/McKinney Vento Act Funding: According to the Monterey County 2024/2025 CALPads Count of Homeless Students in Districts and Charter schools count, 66.3% of K-12 students met

the broader definition of "homeless" used by education, with more than 9,000 McKinney-Vento students. This staggering figure is matched by data from the American Community Survey which states that 39.8% of children live in over-crowded housing. The McKinney-Vento Act, which provides states with funding for the education of homeless students, defines homeless children and youth as those who lack a fixed, regular, and adequate nighttime residence. Under this definition, Monterey County's student homeless population is approximately 9,900. Rapid response to the unsheltered homeless and public encampments is necessary, as are midterm strategies such as establishing low-barrier transitional housing and bridge communities. The long-term goal is to provide safe, healthy, accessible, affordable housing for all. Support an increase in funding to address students experiencing homelessness as defined under the McKinney-Vento Act.

Permanent Funding for the Homeless Housing Assistance and Prevention (HHAP) Program: Long-term, sustained funding for local governments is essential to make meaningful progress in reducing homelessness. Ongoing funding provides stability and predictability for grant awardees, allowing them to plan and execute long-term projects and initiatives. It empowers local agencies to focus on achieving positive outcomes, eliminating the uncertainty of short funding cycles. Ongoing funding also reduces the administrative burden and costs of submitting new grant applications ensuring that local agencies can hire and retain high-quality staff. The HHAP program has provided significant funding over the past five years to support local homelessness programs. Support ongoing and permanent funding of the HHAP program to continue its support for local governments to provide homeless housing and services.

Regional Strategic Planning, Homeless Response Systems, and data sharing: Homeless policies and funding are requiring regional, intergovernmental, and cross-sector coordination. These planning efforts encourage systems thinking and responses to address homelessness. Local Continuums of Care (CoCs), Homeless Management Information Systems (HMIS), and coordinated entry are integral components of this coordination. Our local CoC is led by a nonprofit that coordinates Housing and Urban Development (HUD) funding applications and the homeless service provider network, PIT counts, the Coordinated Entry Referral System (CES), and the HMIS. At the same time, initiatives like Cal AIM have added service components to acknowledge the correlation of sustainable housing to stable health and established similar data sharing requirements. While Social Services contributes funding and partners on planning and service delivery, it's very challenging to streamline and coordinate data sharing and managing collaborations without resources for developing the infrastructure and the capacity for establishing and maintaining these collaborations. More investment is needed across federal and state agencies to facilitate local coordination, streamline funding and reporting requirements, remove barriers and information sharing.

Lead me Home Plan Update – 5-Year Plan to end Homelessness in Monterey and San Benito Counties: In November 2021, the County adopted the *Lead me Home Plan Update* which provides a five-year roadmap for the Monterey and San Benito County Continuum of Care (CoC) and its partners to achieve the vision that all people in the region live in decent, safe, and affordable housing from which they can access services and supports that stabilize their lives. The Plan sets out the ambitious goal of reducing the total population of people experiencing homelessness in Monterey and San Benito Counties by 50% by June 2026.

Addressing Homeless Encampments: Without an adequate supply of housing, too many people living with very low incomes or who are escaping domestic violence have no local housing options other than living unsheltered. To address this reality of insufficient housing and shelter options, service providers (public, non-profit, faith-based, and voluntary) offer resources that aid in survival and address critical health and quality of life issues for those living unsheltered and in encampments. Encampments can pose public

health and safety hazards to individuals and the environment, which may require their removal. Ongoing resources are needed for local governments to partner with people with lived experience and the services provider network to humanely resolve encampments. Support additional funding to provide services and address the environmental cleanup of homeless encampments (e.g. Encampment Resolution Funding (ERF) Program) and policy changes to allow local agencies the flexibility to increase the allowable administrative percentage for the Emergency Solutions Grant (ESG) program and Homeless Housing Assistance and Prevention (HHAP) program.

Support the fair and equitable calculation and distribution of State and Federal funds to counties to provide services to all homeless populations. Support efforts to maintain funding levels for counties that are making progress in reducing their PIT count. Support the proposed goals of the Governor's Council of Regional Homeless Advisors aimed at: reducing homelessness; increasing access to mental health and substance abuse services; reducing the cost and increasing the supply of housing options; and homeless prevention. Support resources for local government to house the at-risk homeless population. Support efforts to provide on-going funding for services and operation of programs that assist individuals and families experiencing homelessness navigate the continuum of care. Strengthen "by right" permitting or CEQA streamlining. Support efforts that address the homelessness crisis in all California communities, ensuring that counties are at the forefront of all solutions addressing homelessness. Support efforts that expand housing subsidies to prevent loss of housing and provide long-term assistance to sustain housing. Support efforts that encourage and facilitate the production of housing that is attainable to households at or below 30% of area median income. Support innovative approaches to increase affordable housing availability (e.g., rent control, facilitating construction of accessory dwelling units). Support additional resources for outreach, local shelter, transitional, rapid re-housing, and permanent supportive housing programs. Support efforts to prevent homelessness and to assist the current homeless population with coordinated services, health services, health access, and other health supports.

Strengthen Resources for Seniors and People Living with Disability

Long-term services and supports help all individuals live successfully while maintaining dignity and independence in their homes and communities. Years of funding erosion has taken a toll on service capacity and strains the ability of local agencies to provide financial, health and social supports to older adults, people with disabilities, and caregivers. It is increasingly difficult for the aging and disability services network to maintain existing safety net services. Reports to Adult Protective Services continue to increase, and demand for services is rising as families struggle to support and care for older relatives. The number of older adults who struggle to make ends meet, face food insecurities, and homelessness continues to increase. Out of pocket medical expenses, lack of sufficient assets, dramatically rising housing costs and fixed budgets are major causes of economic insecurity. Without additional resources to address these growing needs, local communities are unprepared to adequately respond to the needs of this growing population. According to 2023 Census data, Monterey County has an estimated 446,229 residents of which 94,449 are 60 years of age or older. Approximately 19,455 (21%) of seniors in Monterey County are Medi-Cal eligible and living at or below 138% of the federal poverty level.

Key Objectives:

Support funding for programs and services that promote the ability of older adults and people with disabilities to live safely and with dignity in an environment of their choice where they can eat well, stay healthy, and avoid unnecessary and costly institutional care. Key legislation supporting these efforts are the Elder Justice Act, Older Americans Act, and the Older Californians Act. Such legislation provides

funding for food programs, legal services, caregiver, and family supports, and ombudsman initiatives. County programs requiring additional support include Adult Protective Services (APS), In-Home Supportive Services (IHSS), Public Authority, SSI Advocacy, and the Aging and Disability Resource Connection (ADRC). The ADRC model is one that combines the efforts of the aging and disability networks to create a streamlined, "no wrong door" approach to the provision of person-centered resources. Advocate for funding that supports IHSS staffing levels sufficient to meet caseload demands. Support efforts to increase funding for APS programs that promote the health of safety of our growing older adult population. And support efforts to sustain funding for services that help to acquire or maintain housing stability, such as the Home Safe Program, which supports individuals involved with APS and the Housing and Disability Advocacy Program (HDAP), which assists people with disabilities who are homeless and eligible for disability benefits.

Support funding to minimize health care costs at the end of life, help individuals avoid spending their final stage of life in institutional settings, and create livable communities for all ages. Support funding to ensure an adequate number of social workers are available to meet the needs of the growing number of older adults and people with disabilities in our community. Support policies that promote education and prevention of scams that target seniors. Support efforts to implement California's Master Plan on Aging to strengthen and enhance services for older adults. Support efforts to enable all County agencies, services, and facilities to offer access and options tailored to the needs of this growing County demographic. Advocate for rolling back bargaining penalties aimed at counties in favor of a state-wide solution.

Honor our Veterans

Monterey County is home to more than 18,000 veterans, 6,000 active servicemembers, and an estimated 25,000 spouses and dependents whom the Monterey County Military & Veterans Affairs Office (MVAO) is in place to assist in obtaining a variety of state and federal benefits. MVAO provides free-of-charge assistance in filing claims with the U.S. Department of Veterans Affairs (VA) for the benefits they have earned by their service in defense of our nation, as well as information and referrals to other federal, state, and local programs.

Veterans and members of the military have made tremendous sacrifices, and some have paid the ultimate sacrifice for the protection of our country and the well-being of people facing tragedy and injustice around the world. Expanded federal, state, and local resources are needed to assist our veterans and their families with successful reintegration into civilian life (e.g., family reintegration, employment, housing, education, childcare, and services to address a multitude of disabilities including post-traumatic stress and traumatic brain injury). Support efforts to honor and recognize the contributions and sacrifices of veterans e.g. the CVSO Act. Support local assistance outreach efforts to discharging military members, reservist and National Guard members, veterans, surviving spouses and eligible dependents. Support efforts which provide tax relief to veterans. Support protections for veteran disability and compensation. Support programs addressing veteran homelessness prevention, mental health and substance use treatment, and veteran suicide prevention.

Federal Benefits: The County supports improved access and service expansion for: health benefits (e.g., dental); local facilities (e.g., local college veteran service centers; Major General Gourley VA-DoD Outpatient Clinic (e.g., pharmacy services); Veteran Stand Down events and other outreach efforts; Veteran Treatment Courts; and Veteran Justice Outreach programs. The veteran community can also benefit from increased funding for County Veterans Service Officers (CVSOs), specifically implementation

of the CVSO Act. The County also supports efforts to increase compensation to disabled veterans and their surviving spouses (e.g. increased Dependency and Indemnity Compensation). . Support resource investment for programs that benefit justice-involved veterans (e.g. Veterans Treatment Court). Support federal investments in active duty transition and reintegration support programs. Oppose any means-testing of veteran compensation benefits.

State Benefits: The County supports efforts to meet the required 50% funding for the County Subvention Program from the California Department of Veterans Affairs (CalVet). This program funds a group of programs mandated by the Legislature to reimburse counties for a portion of the costs of "presenting and pursuing any claim the veteran may have against the VA and in establishing the veteran's right to any privilege, preference, care, or compensation provided for by the laws of the United States or of this state" (California Military and Veterans Code §971). The County supports efforts to expand and improve the Disabled Veterans' Property Tax Exemption, which reduces the property tax liability on the principal place of residence of qualified veterans who, due to a service-connected injury or disease, have been rated 100% disabled or are being compensated at the 100% rate due to unemployability. T Support legislation to protect veterans and families from predatory claim services. The County will work with its state and federal delegations and the U.S. Department of Veterans Affairs (VA) to ensure the project meets regulatory requirements for assistance through CalVet and the VA's State Veterans Home Construction Grant Program, which can provide up to 65% of construction costs. If constructed the facility would be available to all California veterans. Support efforts to establish a CalVet Veterans Home or Veterans Health Administration Community Living Center (CLC) in Monterey County to serve the needs of our growing veterans' population and support the veteran's community's contributions to our local economy.

Pharmacy at the Major General William H. Gourley VA-DoD Outpatient Clinic in Marina: The County continues to support establishment of a pharmacy at the MG Gourley VA-DoD Outpatient Clinic in Marina. The brand-new clinic was opened in 2017 and includes an area designed and purpose-built to serve as a pharmacy, however due to changes in federal VA priorities, only mail-order pharmaceutical services are offered. Without a pharmacy, many disabled veterans are forced to make multiple trips for essential medications. Many of our veterans live in rural communities which make it difficult to access health care services. A pharmacy nearby, would reduce unnecessary transportation requirements for veterans and families of active-duty military on the Central Coast. Support the addition of a pharmacy at the MG Gourley VA-DoD Outpatient Clinic.

Central Coast Veterans Cemetery: The County also supports efforts to maintain the Central Coast Veterans Cemetery in Seaside, California at the former Fort Ord and continued further development with regard to in-ground burial. Support the growth and expansion of the Central Coast Veterans Cemetery.

Monterey County Veterans Home/Community Living Center

One of the County's priorities is the development of a Veterans Home, or Veterans Health Administration Community Living Center (CLC), in Monterey County to serve aged and disabled veterans, eligible spouses, domestic partners, and homeless veterans. There are over 50,000 veterans in Monterey, Santa Cruz, San Benito, and San Luis Obispo Counties alone. CalVet operates eight Veterans Homes in California, providing a range of services from independent living to skilled nursing and memory care. Four of the homes offer combined skilled nursing and memory care. The demand for these services far exceeds the current availability of beds, which has resulted in 2-5+ year wait times. The closest Veterans Home is over two hours away from Monterey County. The County strongly believes that our veterans should not have to leave their families, friends, and the community they call home to access these services.

The County will work with its state and federal delegations, CalVet, and the U.S. Department of Veterans Affairs (VA) to ensure the project meets regulatory requirements for financial assistance through CalVet and the VA's State Veterans Home Construction Grant Program, which can provide up to 65% of construction costs. If constructed, the facility would be available to all California veterans.

Key Objectives:

Support efforts to establish a CalVet Veterans Home or Veterans Health Administration Community Living Center (CLC) in Monterey County to serve the needs of our growing veterans' population and support the veteran's community's contributions to our local economy.

Infrastructure

Support efforts to identify and secure funds for local transportation, water, energy, technology, childcare facility, government facility, housing, and community infrastructure projects, in particular where such improvements contribute to clean energy and green building. Support funding efforts to repair, upgrade or modernize transportation, wastewater collection and disposal systems, and other infrastructure projects or systems, particularly in areas where the associated infrastructure is aging and there is insufficient financial capacity to fund necessary improvements. Support efforts to protect and advance local flexibility in the delivery of public works projects.

Environmental Review

Support efforts to reform environmental processes such as the California Environmental Quality Act (CEQA) to retain environmental protections while reforming the legal process to reduce abuses. Support efforts to align state and federal requirements, and to streamline and coordinate state and federal permit processes for public infrastructure and safety projects, and support CEQA exemptions for safety projects.

Water Resources

Support efforts to fund, manage and protect the County's water quality, water supply, groundwater sustainability, storm water and flood protection, and mediate the effects of climate change (e.g., drought, sea level rise). Support efforts to protect the Monterey County Water Resources Agency's water rights.

Energy

Monitor the potential Federal lease of lands for oil and gas exploration and the potential effects of these activities on water quality and dam safety. Support efforts to ensure appropriate oversight and funding for State regulation and monitoring of energy extraction activities (e.g., hydraulic fracturing). Support efforts to allow the County to manage an adequate renewable energy program (e.g., fees on oil, commercial solar).

Land Preservation

Support efforts to sustainably fund, protect and preserve the federal, state, county, and regional parks/lands within Monterey County, including the promotion of park designations and the preservation of resources of historical or cultural significance. Support efforts to manage County open space lands (e.g., Fort Ord, Odello East, Hatton Canyon, Jack's Peak), including partnerships with or transfers to Monterey Peninsula Regional Parks District, the Bureau of Land Management (BLM), or other public land management agencies. Maintain and protect rural resources, coastal areas, biodiversity, park facilities, and recreation features.

Resilient and Sustainable Communities

Monterey County is experiencing the negative consequences of climate change with increasing regularity; catastrophic wildfire and flooding, prolonged drought, and sea level rise are the new normal. Climate change will not affect all equally, with particular communities that already experience greater health inequities predicted to have great climate change impacts. The County of Monterey is planning for long term resiliency and sustainability of County infrastructure to support all our communities, the economy, natural resources, clean air, and transportation options. The County supports the development of renewable energy generation and energy efficiency efforts to reduce greenhouse gas emissions, mitigate the impacts of climate change, and increase energy security throughout the region. The County supports policies and programs that increase clean commute opportunities and vehicle trip reduction including those that increase walking and biking mobility and safety for all users, promote traffic calming, promote mass transit, and improve regional transportation demand management. The County supports the development and expansion of electric vehicle deployment and charging infrastructure, vehicle to grid technology, and stationary battery storage. The County further supports electric vehicle (EV) deployment and has adopted an EV replacement policy that provides a framework to consider purchase of EVs prior to fuel-powered vehicles. Support efforts to provide local governments flexibility in reaching the state's climate goals. The County is working on several complete street and active transportation projects that provide access for all users regardless of age, ability, or transportation mode through development of bicycle infrastructure, pedestrian amenities, and public transit systems and facilities. The County supports actions that prioritize the preservation and restoration of our climate and natural environment to help ensure the long-term health, social well-being, and economic vitality of the communities we serve while improving the quality of life for all.

Key Objectives:

Support efforts that advance policies to reverse and plan for the impacts of climate change while building resilient and sustainable communities (e.g., energy, water, and resource efficiency; clean energy; pollution control and toxics reduction; wildfire mitigation; flood protection; and climate protection). Support efforts to increase California's waste management infrastructure, ensure the County's ability to comply with recycling, organic recycling and waste management goals, and support the development of domestic market solutions. Support efforts by the County's Sustainability Program to promote greenhouse gas emissions mitigation, resources conservation, climate adaptation, and pollution reduction including but not limited to developing programs to transition away from fossil fuels including the deployment of electric vehicle (EV) charging stations and all electric buildings, build and support capacity for regenerative agricultural practices, evaluating energy alternatives such as microgrids with battery storage and solar for County facilities. Support housing, transportation, land-use, and community development policies and projects that create diverse neighborhoods, promote healthy and greener lifestyles, develop green jobs, and protect local and global ecosystems. Support efforts to protect, conserve, and maintain healthy coastal, ocean and forest ecosystems and the thriving economy they support in the County. Support efforts to act as stewards and provide sustainable management of ocean and coastal resources in the areas of sustainable fisheries and aquaculture; sea-level rise adaptation and coastal resilience; coastal sediment management; marine pollution; and marine renewable energy. Support resources and policies that advance wildfire mitigation efforts, forest conservation, and habitat restoration. Support policies that bring environmental justice to all, and keep our citizens safe from the physical, economic, and the health effects of environmental degradation and poor quality, including through bolstering infrastructure to help protect against and address potential impacts on human health such as increased respiratory and cardiovascular disease, injuries and premature deaths related to sub-standard housing conditions,

extreme weather events (catastrophic wildfires, flooding, drought, heat, wind, etc.), changes in the prevalence and geographic distribution of food, foodborne illnesses, water borne illnesses, emerging infectious diseases, and threats to mental health particularly for disadvantaged communities that are the most vulnerable to the effects of climate change, environmental injustice and economic barriers. Concurrently create and support pathways to economic prosperity and strong local economies. Support redundancy and resiliency in County facilities and enable facilities to act as community hubs in a disaster, emergency, or utility disruption.

Transportation

The transportation infrastructure is the backbone of all economic activity and is in vital need of funding for capital, maintenance, safety, and operations of local roads, bridges, pedestrian and bike facilities, transit, and rail. Transportation systems should meet industry and societal needs, provide users choices, be integrated with planned land use, be compatible with the environment by considering air quality, noise pollution, aesthetics, ecological factors, cost benefit analyses, and energy consumption measures.

The County of Monterey owns and operates a significant portion of the local transportation infrastructure and supports funding to local governments for system preservation, capacity improvement, and safety needs – using regional partnerships and collaborations on system planning and investment. The County's transportation infrastructure has many needs including pavement maintenance, adequate facilities for pedestrian and bike travel, transit, and rail services, and for improvements such as shoulder additions, adding vehicle lanes to roadways, repair and replacement of aging bridges, and other safety improvements.

Maintenance Improvements: The County maintains 1,260+ road miles and 175 bridges, many of which are in dire need of rehabilitation and maintenance (e.g., Jolon Road). Even with the addition of Measure X and SB 1, additional funding is needed to provide an acceptable maintenance program. Deferred road maintenance results in rapid deterioration and compromise of roadway structural integrity and exponentially increases repair costs. The current maintenance backlog is over $700 million for roads, $300 million for bridges, and $500 million in road appurtenances and growing. The State's announcement of eliminating gas powered vehicle sales in the year 2035 places uncertainty on the existing funding sources of the Highway Users Tax Account (HUTA) and SB 1 in the future. A replacement for this long-standing funding source needs to be developed.

Capacity Improvements: Traffic congestion and inadequate roadway capacity can negatively impact the local economy through impacts to tourism, agricultural product delivery to market, and increased unproductive travel time. Efforts to increase capacity and/or movement should be supported (e.g., State Route 156, Blackie Road extension, Davis Road bridge and road widening, Rossi Street extension, or public transportation options) to increase road safety and capacity to accommodate user needs.

Safety Improvements: Roadway safety is a top priority, and improvement efforts should be evaluated for the overall benefits provided. Recently the County was part of a public-private partnership to construct a roundabout at Holman Highway. Roundabouts have certain advantages over signalized intersections, such as safety, air quality and reduced maintenance costs of signals. Additionally, the County of Monterey, the Transportation Agency for Monterey County (TAMC), and Caltrans collaborated on the G-12 Pajaro to Prunedale Corridor Study, a regional safety study for that set of roads – and the County successfully acquired grant funding for two of the six project segments. The County is also in the design phase, and soon going into the construction phase, of a roundabout for the intersection of Carmel Valley Road and Laureles Grade. Additionally, the County, TAMC, and Caltrans have been working on the US 101 South of

Salinas Corridor Study; with anticipated outcomes being more safety projects. The County has developed a multi-year program cycle to maintain roadway striping and signage. In addition, the County is working with fire fuel reduction programs to help manage and reduce vegetation along roadways.

Rail Expansion: Expansion of rail service to Monterey County provides many benefits, including improved access and connections for local, regional, and interregional travel; decreased highway congestion; enhanced goods movement; and environmentally sound transportation serving a variety of travel markets and transportation needs. Rail expansion also promotes mixed-use, transit-oriented development, affordable housing, livable and walkable communities, and economic growth around rail stations.

Active Transportation Program & Safe Routes to Schools Program: Active Transportation and Safe Routes to Schools programs promote safe and convenient opportunities for physically active travel for daily trips to and from work and schools – and addresses health, physical activity, and traffic safety issues while tackling air pollution and climate change. Investment also focuses on infrastructure to increase the comfort of the on-road experience (e.g., for cycling) to improve the appeal of active modes to all people. Support efforts to reinstate and increase funding for the crucial and health-focused Active Transportation Program.

Key Objectives:

Support efforts to develop and fund the capital, maintenance, safety, capacity, and operation of County transportation infrastructure: local roads, bridges, pedestrian facilities, bike facilities and trails, transit (e.g., Marina-Salinas Multimodal Corridor), and expanded public transit and rail access (e.g., Salinas Rail Extension, Coast Daylight, and Monterey Branch Line projects). Support efforts to increase funding for Active Transportation and Safe Routes to School projects, as well as Highway Safety Improvement Program (HSIP) projects. Support efforts to streamline the regulatory process to repair and maintain public infrastructure, which reduces costs. Support proactive efforts to streamline permitting and reduce fees (e.g., take permits) for multiple pre-and post-storm maintenance activities, to allow for timely response while protecting the environment. Support efforts to streamline disbursement of federal infrastructure funds to local agencies for project implementation. Support efforts to transition to a road mileage charge program or alternate means of revenue generation to replace expected long term decline in gas tax revenue associated with the increased adoption of electric vehicles.

Water Resources Sustainability

The Monterey County Water Resources Agency (Agency) manages water resources sustainably while minimizing impacts from flooding for present and future generations. The Agency owns and operates two reservoirs in the southern Salinas Valley - Nacimiento and San Antonio for flood management and water supply. Agency owned land around the reservoirs are leased to the County for recreation and ranchers for cattle grazing. Additionally, the Agency developed a series of projects to deliver a substitute supply of recycled and river water to approximately 12,000 acres of agricultural land in the northern Salinas Valley to slow the intrusion of seawater in the 180/400 foot aquifer subbasin. These projects have reduced groundwater pumping in the region by over 250,000 acre feet since 1998.

An estimated 95% of all water used in Monterey County is derived from groundwater wells. Assuring that there are sufficient quantities of good quality groundwater is the most important aspect of managing water resources in Monterey County today. Major water resource management issues in the County include the preservation of water rights, protection of existing groundwater and the development of new

surface supplies for agricultural and municipal users promoting groundwater sustainability, enhancing flood protection, and managing habitat along the Salinas River.

The Agency works with the County's Public Works, Facilities, and Parks Department, the City of Salinas, Monterey One Water, the Resource Conservation District of Monterey County, and the Pajaro Regional Flood Management Agency to manage and protect natural resources. The County supports efforts to increase funding for restoration projects, and the development of adaptive strategies to climate change and sea level rise. Regulatory complexities continue to hinder the effective and timely delivery water management projects. The multiple and redundant approval processes and long timeframes often delay delivery of projects, including environmental clearance and mitigation, design approval, right of way certification, and project financing. To this end, the County supports efforts to streamline regulatory burdens while advocating for funding support to adequate staffing at the local, state, and federal regulatory agencies.

The County of Monterey is also a member of the Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA) which was established in 2017 under California's Sustainable Groundwater Management Act. The SVBGSA is tasked with the ambitious goal of implementing groundwater sustainability plans for each of the Salinas Basin's six (6) subbasins to achieve basin sustainability by 2040. The SVBGSA works closely with the Agency in the planning, development, and implementation of actions to effectively execute the groundwater sustainability plans and relies on the Agency to monitor and report on groundwater extractions, level, and quality throughout the Salinas Valley groundwater basin.

Preserve and Enhance Water Supply

The sustainability of Monterey County's water resources depends on minimizing threats to supplies, enhancing existing and developing new supplies, and fostering a regional approach to water supply management. County residents and businesses rely upon multiple sources of water (groundwater, surface water, recycled water, and desalinated water), but are most dependent on groundwater. The County is completely dependent upon local water sources and derives no supply from the State or Federal water projects. The main challenges which the County faces related to supply are unfavorable impacts to drinking and raw water quality due to seawater intrusion and other major contaminants of concern such as nitrites and micro-plastics; increasing environmental requirements from regulatory agencies; distribution limitations during periods of extended drought; lack of development of additional supplies and storage infrastructure; and the preservation of water rights. A top priority of the County is the preservation of a surface water permit the Monterey County Water Resources Agency holds on the Salinas River, Permit #11043, which authorizes the diversion of up to 135,000 acre-feet of water per year for projects intended to impede seawater intrusion and overdraft of certain groundwater basins, as well as improving flood protection potential.

Integrated Regional Water Management (IRWM) is a collaborative effort to plan and implement water management solutions on a regional basis. The County participates in IRWM planning to take a regional approach to finding solutions that will improve water quality and supply reliability to support and meet the community's public health, agricultural, industrial, and environmental water goals and needs. Regional water solutions are an efficient model for water supply and management planning. Continued regional water efforts will assist the County in providing a path forward to address many of the water challenges facing our communities.

The Monterey County Health Department Environmental Health Bureau regulates approximately 1,300 water systems with 2-199 connections through inspection, monitoring, and consultation. Drinking water

contamination is a widespread problem, as is adequate source capacity for many residents especially in disadvantaged communities. Primary drinking water standards for nitrates, arsenic, or fluoride in 235 of these systems exceed primary drinking water standards and requires the use of bottled water as an interim emergency measure.

Resolving a contaminated water system is costly and residents and communities often lack the economic means to do so. Typical solutions include consolidation with a water system that meets standards, drilling a new well, or installing centralized treatment. Consolidation is preferred and encouraged, but many systems are not adjacent to other water systems with adequate supply, capacity, and quality. There may also not be a willingness to consolidate as the cost of the necessary infrastructure and maintenance can be a barrier. A solution could be to drill a new well, but sufficient groundwater may not be available or may be contaminated. Centralized treatment is an option, but treatment maintenance is costly, time consuming, and generates waste products that may present challenges for proper disposal.

Despite the history of proactive water policies at the state level, Monterey County residents still face formidable water challenges. Disadvantaged communities disproportionately bear the health and financial impacts of contaminated water or inadequate access to safe water.

In 2022, the Governor released the "California Water Supply Strategy" that outlines priority actions and investments focused on adapting and protecting water supplies in efforts to mitigate climate change impacts. The County of Monterey and the Monterey County Water Resources Agency (Agency) aim to partner with the State on implementing these actions through the development of the County's sustainable water supply projects.

Human Right to Water: In 2018, the County of Monterey became the first county in the nation to recognize the human right to safe and clean drinking water. The County adopted a resolution that requires County departments to consider this right when implementing policies and regulations pertinent to the uses of water for human consumption, cooking, and sanitary purposes. Support efforts to create a low-income water rate assistance program that provides financial relief to ratepayers using funding in the State's General Fund, or by allocating cap-and-trade funding.

Potential Projects to Preserve and Enhance Water Supply

- ***Nacimiento and San Antonio Dams and Reservoirs Safety Projects:*** These multi-use facilities provide flood management, water supply, groundwater recharge, recreation, and other benefits. High priority capital and maintenance projects stemming from federal and state "Safety of Dams" regulatory mandates for these facilities have been identified, but capital resources do not exist to complete them. Completion of these projects will allow full operation of Nacimiento and San Antonio Dams, meet federal and state regulatory compliance, and improve the safety of Monterey County residents.
- ***Interlake Tunnel:*** A tunnel to connect San Antonio and Nacimiento Reservoirs to improve flood protection potential, increase water storage capacity and improve environmental and water conservation release efficiencies. The project needs additional funding and may require legislative or regulatory actions for completion. The Agency is working with the State Water Resources Control Board to secure necessary water rights and the Natural Resources Conservation Service to explore potential funding of the proposed project under the Watershed Protection and Flood Prevention Program – *PL-566.*
- ***Optimizing Existing Recycled Water Project:*** This project builds upon the success of existing recycled water usage near the coast in the Salinas Valley by expanding infrastructure to improve system capacity and operational efficiency to further reduce reliance upon groundwater.

- ***Destruction of Abandoned Wells:*** With the implementation of a recycled water source, wells that are in seawater intruded areas need to be destroyed so the well casings do not become conduits for seawater to move from upper to lower aquifers.
- ***Monterey Peninsula Water Supply Project:*** A project to construct a desalination plant to provide water to the Monterey Peninsula.
- ***Safety and Security of Water Supply Facilities:*** Projects to ensure adequate security for key dam facilities and structures against credible threats and appropriate protective measures including surveillance, site access restriction and failure warning systems.

Key Objectives:

Support adequate funding for efforts aimed at responsibly preserving agricultural water supply and fortifying sustainability, increasing access and distribution of safe drinking water for all County residents (especially those in disadvantaged communities); update and adapt local regulations to support local small, state small, public drinking water systems and domestic wells to gain access to clean drinking water (especially those that do not meet drinking water standards); vigorously advocate for and facilitate local drinking water systems to access funding from the California Drinking Water Program. Support efforts to secure legislative, funding, and regulatory approvals to advance Monterey County Water Resources Agency water supply projects, and to protect and preserve Permit #11043 water rights. Pursue funding for dam and spillway infrastructure repairs and rehabilitation, and funding for dam infrastructure through Proposition 4 grant funding opportunities.

Protect Water Resources and the Environment

The sustainability of the County's water resources depends on protection from natural disasters and environmental hazards and threats. Monterey County has three major river systems, the Salinas, Carmel and Pajaro that are prone to flooding. In 1995, all three river systems flooded causing over 11,000 evacuations, damaging 1,500 homes and 150 businesses, and creating millions of dollars in economic damage throughout the region both in terms of agricultural production and impact to tourism. Similarly, as of the time of this publication, the 2023 Winter Storms caused 15,000 evacuation orders/warnings, damage to 100+ homes, as yet unknown damage to businesses, flooding of approximately 25,000 acres or agricultural lands. Countywide initial damage estimates are over $120 million including initial response and emergency repairs for the County, cities, and special districts and millions in damages to the agricultural industry and damages throughout the region. Rivers require ongoing efforts to manage sediment and vegetation, but each river has unique characteristics that make these flood management activities complicated, especially with the need to protect species listed as threatened or endangered. On the flip side, California has been recently experiencing historic drought cycles, which threatens the security of local water supplies, highlighting the need for the development of drought contingency plans and additional water sources. In the area of stormwater, the County must comply with state and federal stormwater regulations which require monitoring and abatement of stormwater entering the Monterey and Carmel Bays, which have been designated as Areas of Special Biological Significance (ASBS).

Challenges associated with protecting water resources and the environment often relate to the unpredictability and severity of uncontrollable events such as droughts or floods. Another major challenge is the lack of funding available, both locally and at the State and Federal levels, for appropriate resource planning and management. Currently, State funding for water related projects is tied to compliance with various State programs. To enhance funding opportunities, the County is participating in the California

Statewide Groundwater Elevation Monitoring (CASGEM) program. The County, along with the Water Resources Agency, County of Santa Cruz, the Santa Cruz County Flood Control and Water Conservation District and the City of Watsonville have formed the Pajaro Regional Flood Management Authority, a joint powers authority, to implement projects on the lower Pajaro River for flood control purposes. Efforts are underway to raise funds to implement those projects.

Potential Projects to Protect Water Resources and the Environment

- ***Salinas River Operations Habitat Conservation Plan (HCP):*** This program provides a more holistic approach to river management which incorporates watershed management principles, water delivery scenarios, and maintenance of the water course, providing increased flood and habitat protection.
- ***Salinas River Stream Maintenance Program***: A coordinated approach led by the Resource Conservation District of Monterey County in cooperation with WRA and the Salinas River Stream Maintenance Program River Management Unit Association to manage vegetation and sediment in specific River Maintenance Units along the river to improve flood flow capacity, reduce bank erosion, and minimize environmental effects.
- ***Salinas River Lagoon and Old Salinas River:*** Project to reduce flooding, enhance steelhead migration and promote environmental and habitat protection.
- ***Lower Carmel River & Lagoon:*** Multiple projects which aim to protect infrastructure, reduce flooding, and promote environmental and habitat protection.
    - Carmel River Floodplain Restoration and Environmental Enhancement (CRFREE) Project
    - Scenic Road Protection Structure Project / Carmel Lagoon Ecosystem Protective Barrier
    - County Service Area 50 (CSA-50-1) Flood and Drainage Improvement Projects
- ***Pajaro River Flood Risk Management Project:*** Structural improvements to the lower Pajaro River, Salsipuedes, and Corralitos Creeks to reduce flood risk in Watsonville and Pajaro - developed by the U.S. Army, Corps of Engineers in partnership with Monterey and Santa Cruz Counties.
- ***Aquatic Invasive Species: Quagga, Zebra, and Golden Mussel Prevention Program:*** Vessel inspection and education program aimed at preventing an infestation of aquatic invasive species (e.g., Quagga, Zebra, and Golden mussels) at Nacimiento and San Antonio reservoirs. Funding for the development and ongoing operation of a statewide vessel tracking database is important in this infestation prevention effort.
- **Scenic Road Protective Structure Project $8M :** The Scenic Road Protective Structure Project is a coastal flood protection project for the Carmel Lagoon area, designed to protect Scenic Road from wave erosion and "northerly breach" of the lagoon. The project would also limit threats of flooding in nearby neighborhoods. The structure will be built at the toe of the sand slope along the road. The County of Monterey has approved the project's environmental review and is now seeking funding for the design, permitting, and construction phases.

Key Objectives:

Support legislative and funding efforts and necessary regulatory approvals to advance County of Monterey and Monterey County Water Resources Agency projects that protect water resources and the environment. Support efforts to provide for appropriate planning efforts (e.g., Salinas River Management Program HCP, Groundwater Sustainability). Support regional wastewater collection and recycling efforts, and the disposition of County sanitation districts to public utility purveyors. Pursue funding through Proposition 4 grant funding programs.

Public Safety

Support efforts to protect life and property through the delivery of emergency response, law enforcement, custody, and rehabilitation services that provide a high level of safety to residents and visitors. Support funding for programs that assist the County with efforts aimed at reducing crime, enhancing public safety through community partnerships, multi-jurisdictional, and mutual aid efforts, providing alternatives to incarceration, increasing access to justice by providing the community with adequate and accessible facilities (e.g., proposed South County court facilities, Family Justice Center), and to provide court security services. Support justice policy reforms that advance racially equitable public safety. Support efforts to fund public safety facilities, equipment, training, and programs. Support increased penalties from crimes related to the trafficking of Fentanyl. Support efforts to allow law enforcement to rescind California Department of Motor Vehicle (DMV) confidentiality within a 3-year period for employee separations such as termination with cause in alignment with increased peace officer transparency. Support funding for programs that assist the County with broad based Emergency Management (response, mitigation, prevention, and recovery), emergency, disaster, and homeland security preparedness, including efforts at achieving communications interoperability for field response and 9-1-1 communications. Support collaborative efforts to maintain and increase public safety, prevent and reduce the frequency, severity, and impact of fire and other natural or man caused disasters.

Emergency Communications

The role of the Emergency Communications Department (ECD) is to operate a countywide, consolidated emergency communications center, providing 9-1-1 and non-emergency call answering and law enforcement, fire protection, and emergency medical dispatch services for over 30 public safety agencies and for the community. ECD operates 24 hours a day, 7 days a week, from a facility shared with the Department of Emergency Management (DEM). When DEM activates the Emergency Operations Center during major incidents, the shared space becomes significantly constrained. After more than 20 years of continuous use, the facility requires modernization to support current and future operations, including replacement of aging dispatch consoles, the uninterruptible power supply (UPS), and other critical systems. Modernization of shared spaces such as training, conference, and kitchen areas is also needed to improve functionality and support a 24x7 workforce.

Expand and strengthen dispatch operations to ensure continuity of 9-1-1 services through redundant and alternative locations, including the County Government Center. Efforts should include maintaining backup capabilities for emergency phone lines, Computer-Aided Dispatch (CAD), and radio communication systems. Continued investment is needed to integrate Next Generation 9-1-1 (NG9-1-1) and NGEN systems to provide flexible, remote, and interoperable communication capabilities that support uninterrupted operations during disasters or large-scale emergencies. The radio system (NGEN) is scheduled for a major upgrade, and the Department is seeking to supplement its radio inventory to fully equip all positions at both the expanded and primary centers. Ongoing investment in cybersecurity protections is essential to safeguard dispatch, CAD, and radio systems against emerging threats and to ensure the reliability and security of public safety communications infrastructure.

Key Objectives

Support planning and funding to modernize and expand the Emergency Communications Department facility to ensure adequate capacity, resiliency, and modernization of core systems. Prioritize facility

expansion or relocation to address space limitations with the Department of Emergency Management. Advance continuity of operations through redundant dispatch capabilities, cybersecurity enhancements, and integration of Next Generation 9-1-1 and NGEN technologies to maintain secure, uninterrupted public safety communications.

FEMA Disaster Assistance Cost Recovery

The County's Department of Emergency Management (DEM) continues to work with the California Office of Emergency Services (CalOES) and the Federal Emergency Management Agency (FEMA) to recover costs related to emergency work for the COVID-19 Public Health Emergency, 2020 Wildfires, 2021, 2023 and 2024 Winter Storms.

Non-Congregate Sheltering (NCS): FEMA provides Public Assistance funding to local government applicants for emergency sheltering of survivors, both congregate and NCS. The County initiated NCS in response to the 2023 Winter Storms. Prior to the initiation of NCS, the County exhausted all local resources to continue congregate sheltering. Not only were financial resources strained after almost two months of congregate operations, but the County, along with the State Department of Social Services and American Red Cross, had exhausted already limited shelter staff. Congregate shelter operations at the Santa Cruz County Fairgrounds were $147,000 a day, while at the peak participation NCS cost was about $14,000 a day.

The County requested approval for reimbursement under Public Assistance (PA) Category B – Emergency Protective Measures and received approval from FEMA on June 29, 2023. However, the approval letter outlined 13 criteria for which disaster survivors are ineligible for the program based on FEMA Individual Assistance (IA) Program policies. Nowhere in FEMA PA Policy are these criteria referenced or clarified. Though the response from FEMA provides approval for NCS activities, the approval is limited to an extremely restrictive set of conditions that result in almost no costs associated with NCS are eligible for reimbursement under FEMA PA program. Applying FEMA IA determinations to eligibility for emergency sheltering significantly limits the ability of local jurisdictions to adequately respond to community need and provide essential assistance as outlined under Section 403 of the Stafford Act.

The County also utilized NCS during the COVD-19 Pandemic and has similar issues with FEMA's constantly shifting guidance. Guidance is changed in retrospect leaving the County liable for costs they were previously informed were reimbursable.

Key Objectives:

Support efforts to expedite review and reimbursement, ease administrative burdens, and obtain clear guidance from FEMA related to the Public Assistance grant program.

Emergency Preparedness, Response and Recovery

Monterey County is vulnerable to a wide range of natural and manmade hazards that threaten the life and safety of residents and visitors and has the potential to damage or destroy both public and private property and disrupt the local economy and overall quality of life. The COVID-19 pandemic, the recent winter storms, and projections for more frequent and severe extreme weather events demonstrate the need to ensure the County is prepared and has a coordinated system in place to respond to disasters while

maintaining continuity of operations. Regional planning must take place to develop technology, capabilities, and communication systems that are functional in a mutual aid response situation.

The Monterey County Office of Emergency Services (OES) 2022-25 Strategic Plan (now the Monterey County Department of Emergency Management or DEM) is currently being implemented to increase the County's capacity to manage emergencies of any size or type, planned or unexpected, through the four phases of emergency management: preparedness, mitigation, response, and recovery – improving the County's ability to manage emergencies, leading to increased resilience. The Plan prioritizes standardizing the County Emergency Management Program; ensuring the County's readiness to respond; train the emergency management workforce of the future; and encourage a paradigm shift through engagement.

Homeland Security Grant Program: To effectively manage the Operational Area Grant program and increase revenue from state, federal, non-profit, and private grant programs for public safety goods and services, Monterey County DEM will be reevaluating and improving internal policies, procedures, workflows, and controls of all grants. Local and federal procurement policies and program requirements are complex, and the staff time required is significant and often costs double the amount of management and administration award. The County supports increasing the percentage of management and administration costs allowed for preparedness grants, specifically in the Homeland Security Grant Program.

Emergency Management Performance Grant (EMPG): The demand for emergency management staff has increased significantly to meet the demands of new and emerging threats, cascading impacts, rising disaster costs, degrading community lifelines, a changing operating environment, and increased community needs. Funding for local agencies through FEMA's Emergency Management Performance Grant (EMPG) is insufficient to meet the increased staffing needs. Since Fiscal Year 2016, EMPG funds have increased by only $49 million nationwide, while the frequency and severity of emergencies have doubled. The County supports State and Federal increased appropriations for local agencies through the EMPG program and establishing additional grant programs for which local agencies can apply.

Care and Shelter: The 2023 Winter Storms demonstrated the critical need to develop sustainable Care and Shelter capabilities to protect our most vulnerable populations. Following the breach of the Pajaro Levee, life-threatening flooding across the community of Pajaro led to the evacuation of more than 3,000 residents, most of them low- to extremely low- income families. Approximately 300 residential structures were damaged or destroyed by the flood. Such significant flood damage occurred as a result of the levee breach that long after the first day of re-entry, shelter numbers remained consistently high. At the peak, close to 600 residents were sheltered at the Santa Cruz Fairgrounds shelter in Watsonville. The County very quickly exhausted all local resources to continue congregate sheltering. The County could not stop providing safe, sanitary, and secure shelter for the survivors who currently do not have viable alternatives but could not maintain the cost and staffing requirements of congregate shelter. Developing critical Care and Shelter capabilities at the local level is essential. There is a need for specific funding for dedicated shared staffing for emergency management personnel in Social Services.

Training: The limited availability, frequency, and location of California Specialized Training Institute (CSTI) hosted courses is problematic – and available course are outdated and slow to meet changing industry standards. Additionally, funding for emergency management training to be hosted by the Operational Area is limited and very competitive. The County supports increasing appropriations for CSTI and Operational Area hosted courses.

Public Libraries as Disaster Hubs: There are 21 libraries in the County, 16 of which are Monterey County Free Libraries that offer free Wi-Fi and computer access, climate control, public restrooms, and County

staff support. These libraries are a key source of social capital for the community, as they are trusted and familiar places for residents when searching for resources; thus, libraries are a valuable resource for disseminating pre- and post- disaster information.

Recent disaster events have highlighted the important and expanded role public libraries play in enhancing community resiliency during events and through and post-disaster recovery efforts. Libraries serve as vital information hubs to connect residents to disaster resources and services, providing free access to technology and essential information, along with physical support and known central hubs for supplies and support. The role libraries play can be greatly expanded with investments in independent/redundant power and connectivity, flexible facilities that are ADA compliant, and staff education and training.

Medical Health Operational Area Coordinator: The Medical Health Operational Area Coordinator (MHOAC) is a role with a set of duties defined by the California Health and Safety Code Section 1797.153. These regulations task the MHOAC with responsibility for seventeen essential functions related to health and medical needs. During normal operations, the MHOAC is responsible for collaborating with local and regional emergency planners to develop and maintain medical and health disaster plans. In Monterey County, the EMS Agency staffs the MHOAC position and maintains a 24-hour-per-day, 365-days-per-year single point of contact for the program.

When the local Department of Emergency Management (DEM) activates the EOC due to a declared emergency, the MHOAC role becomes one of heightened significance. In the event of a local, state, or federal declaration of emergency, the MHOAC performs essential functions within the Operations Branch of the Emergency Operation Center (EOC) and becomes a primary point of contact for the coordination of medical and health resources between local, regional, and state authorities. Largely concerned with the procurement and distribution of necessary resources during emergencies and disasters, the MHOAC becomes increasingly vital to an effective emergency response the longer an emergency persists. The EMS Agency has worked to expand the development of processes and technical resources available to assist with this mission. The EMS Agency has expanded staffing and personnel capabilities to fulfill this role.

Key Objectives:

Support efforts that assist the County with disaster prevention, preparedness, response, mitigation, and recovery; medical and health disaster planning; coordination, response and mitigation including infrastructure and emergency response personnel, homeland security needs, and communications service expansion and interoperability.

Support efforts to fund FEMA and oppose changes that would reduce or make it more difficult for counties to qualify for FEMA reimbursements.

Support efforts to provide financial assistance to local governments and private property owners to efficiently repair homes, businesses, infrastructure, and the natural environment after disaster events. Advocate for additional funding for emergency operations planning, exercises to validate the planning process, trainings, and equipment; seek funding for emergency planning specifically addressing the safety of seniors and those with disabilities; and increase access to funding for local jurisdictions for disaster-related damages.

Support emergency management education and preparedness to underserved populations.

Support funding for expanded dispatch and web-based communication systems to allow the Emergency Communications Department to operate from multiple locations in case of disaster, pandemic, or other unforeseen circumstances.

Support the Department of Emergency Management in seeking funding and resources to implement Community Resilience Initiatives, including efforts to expand and fund public libraries' expanding role in community disaster response and recovery.

Wildfires

As the threat of wildfires has increased so has the County's need arisen to focus on fire fuel management measures and the ability to respond to Community Power Resiliency, formerly Public Safety Power Shut-off (PSPS) events – which have significant impacts on our community and local economy, often leaving large segments of the population without power for days at a time.

In the area of wildfire prevention, additional efforts are needed to protect both public and private properties. Many homeowners and businesses lack the resources to implement home hardening, vegetation removal (i.e., removal of eucalyptus tree), and other defensible space measures – and need state or federal programs or other assistance measures, such as tax incentives, to complete these important measures. Similarly, after wildfire events, efforts are needed to ease and streamline recovery efforts.

Vegetation Management Program. The CAL FIRE Vegetation Management Program has been extremely effective in the Monterey County Operational Area. The County is extremely grateful to Governor for committing resources and reducing "red tape" to efficiently and effectively conduct these projects to protect life and property.

Homeowners Insurance in High Fire Risk Areas. An estimated 10 million Californians live in wildland-urban interface (WUI) areas, leaving them especially vulnerable to the spread of wildfire. It's estimated that over 11,000 residences in Monterey County are in high or extreme fire risk zones. California has encountered unprecedented wildfire activity over the past decade. The last major fires in Monterey County were the 2016 Soberanes Fire which over 82 days burned 57 homes, 11 outbuildings, and consumed 132,000 acres along the Big Sur coast, and the Carmel River, and Dolan fires in 2020 that consumed 179,719 acres and damaged or destroyed 130 structures.

As a result of the record claims paid out in recent years, insurers that operate in the state have been reevaluating their exposure in fire hazard areas. Insurance rates have been raised dramatically in certain areas and insurers are increasingly declining to write new policies and refusing to renew insurance even for longtime customers.

Key Objectives:

Support efforts to fund wildfire prevention efforts (e.g., fuel management) and to provide adequate resources to local governments and communication to sensitive populations to mitigate the impacts of investor-owned utilities power shut off events. Support continued funding for Community Power Resiliency and Vegetation Management programs benefiting Monterey County. Support a collaborative approach between the state, insurance providers and policyholders to develop a comprehensive program encouraging insurers to write policies in high wildfire risk areas where community wildfire risk mitigation programs meet agreed upon standards. Support policies that require insurers to offer rate reductions to homeowners that implement specified home hardening and defensible space mitigations to improve the

wildfire resilience of their homes. Support state-funded and/or tax incentive programs to aid homeowners and businesses with hardening retrofits and defensible space efforts in order to mitigate individual and community wildfire risk, including mitigation efforts necessary to meet state or federal programs designed to increase insurance affordability and availability. Support efforts that aid and streamline wildfire recovery efforts. Pursue funding through Proposition 4 grant funding programs.

County Control of Emergency Medical Services

In 1980, the Emergency Medical Services (EMS) Act empowered counties to establish local EMS agencies (LEMSAs) to develop and implement EMS systems. LEMSAs oversee and coordinate a systems approach to the delivery of EMS services by both public and private providers, hospitals, and tertiary resources.

The Monterey County Emergency Medical Services Agency is a Bureau within the Monterey County Health Department and is designated by the Board of Supervisors as the LEMSA that oversees the delivery of EMS within Monterey County. A high performing EMS System consists of multiple agencies with a variety of functions working together to provide high-quality, patient-centered care to those suffering from a medical emergency.

The Monterey County EMS System is comprised of ground and air ambulance providers, dispatch/communications centers, fire and rescue service providers, hospital emergency departments, specialty care centers for trauma, stroke, and heart attack patients, and the Monterey County EMS Agency. The EMS Agency is responsible for managing and coordinating these agencies to ensure that the community receives a coordinated and appropriate EMS response when calling 911 and, ultimately, the best possible care. However, the EMS Agency's responsibilities do not stop when a patient reaches the doors of the hospital. The EMS Agency is also responsible for ensuring that our local hospitals are able to appropriately receive patients from EMS and, when needed, provide online medical direction to EMS providers in the field. Additionally, the EMS Agency has the responsibility for designation and oversight of specialty care centers for the treatment of trauma, stroke, and ST elevation myocardial infarction (STEMI) patients in Monterey County.

The EMS Agency also takes the lead in ensuring that EMS service provider agencies are prepared to respond to disasters and mass casualty incidents (MCIs) involving multiple patients. Advance preparations include building a robust system of mutual aid partners, regulating medical supply inventories, participation in training and exercise opportunities, and drafting and editing various disaster-related plans.

Any attempts to limit the authority or move control of local EMS systems from the counties would cause significant disruption to the coordinated care that is provided in EMS systems.

Key Objectives:

Support efforts to maintain the authority and governing role of counties and their local emergency medical services agencies to plan, implement, and evaluate all aspects and components of the emergency medical services system. Support efforts to maintain the administration and medical control of emergency medical services, pre-hospital emergency medical care, and ambulance services at the county level. Support efforts to adequately fund EMS systems.

Juvenile Justice

SB 823 (2020) realigned the entirety of the juvenile justice system to counties. The success of youth, and those with the most serious risk factors and highest needs, are at the forefront of our considerations in this endeavor. The support, structure, and resources necessary for successful implementation by county probation and partners requires significant as well as ongoing investment and resources from the state. Additionally, continued implementation must account for the following tenets: 1) policies must not destabilize the system or harm local efforts where we safely supervise and treat 90 percent of the youth in the community; 2) policies must allow flexibility for probation to tailor programs, services, capacity, and delivery methods to the needs of the youth; 3) additional investments are needed to redesign and transform our existing physical spaces into more therapeutic home-like environments that is reflective of the trauma-informed work probation does with youth; and 4) funding must be stable, secure, and ongoing.

Support efforts and policies that provide resources, flexibility, and innovation for addressing the needs of youth in secure settings as well as probation's ability to transition and serve youth in less restrictive settings. Promote training and skill development that assist probation's well-trained staff to serve youth and their families.

Support policies to ensure that courts have confidence to serve youth in the juvenile system avoiding transfers to adult court. Support funding and programs to assist youth in their reentry including housing, workforce development, and education among others.

Additionally, investments in planning and modernization of county juvenile facilities are critical to ensure facilities reflect the types of environments which foster evidence-based programming and support youth in age appropriate and trauma informed ways as well as the safety of the youth and probation staff. Support policies that allow probation departments and counties to develop local responses to address the needs of secure track youth, and provide necessary funding to support critical services and programs for youth.

Adult Pretrial Services

Probation departments are working throughout the State to support the courts in their constitutional duties. Probation serves the court as a neutral party, accountable to the courts and the public, to provide information to judicial officers prior to arraignment to maximize the safe release of defendants and provide a level of accountability for the accused to return to court. Probation's role as both a county department and as an arm of the court enables accountable, transparent, and efficient connection to the services a specific client may need to enhance safety.

Support a state pretrial system that mitigates justice by geography through a state framework that connects the court system to county services and monitoring. Pretrial services must be connected to the courts and provide confidence to courts to make safe release decisions based on informed factors. State funding for comprehensive pretrial services is necessary to provide courts with options to encourage appropriate and safe releases and should cover the full costs of enacted policies at a level that does not require county supplementation.

Violence Prevention

Support collaborative efforts to maintain and increase public safety, prevent and reduce the frequency, severity, and impact of criminal behavior on the community, and the long-term effects of violence,

especially youth violence, and trauma. Support federal gun control actions to prevent death and injury. Support evidence-based approaches and services for the rehabilitation and community re-entry of juvenile and adult offenders, and strategies to deter criminal behavior and promote law-abiding lifestyle choices, and a healthy family environment. Support efforts to recognize and protect victim's rights and the restoration of justice (e.g., work of the Restorative Justice Commission) while promoting healing. Support efforts to fund County and collaborative efforts aimed at preventing and reducing violence (e.g., gang violence, domestic violence) and other law offenders (e.g., human exploitation/trafficking), recognizing a public health approach to the prevention of violence and in support of the strategies outlined in the *Building Safe & Thriving Communities Action Plan (2015).*

Gang Violence Prevention and Reduction

The County of Monterey recognizes the devastating societal impacts of gang violence – not only on the victims of gang-related crimes, but also the lives of gang members and their families and has identified gang violence prevention and reduction as a top priority. The County is committed to working with law enforcement, allied agencies, municipalities, and community-based organizations to prevent and reduce violence, especially gang violence, and promote healthy and safe communities.

County Violence Prevention and Reduction Initiatives: The County of Monterey has a full array of County-led initiatives designed to prevent and reduce gang violence utilizing a public health approach to address its underlying causes – including prevention, intervention, enforcement, and reentry initiatives (e.g., Building Safe and Thriving Communities Action Plan; Silver Star Resource Center; Striving to Reduce Youth Violence Everywhere (STRYVE); and Truancy Abatement). The County hosts an annual Youth Violence Prevention and Intervention Conference (My Life Story) geared towards youth-serving organizations and hosts youth, adult and parent panelists who share of their lived experience because of being impacted by gangs, violence, and system involvement. Each of these areas would benefit greatly from additional federal and state support.

County Collaborative Efforts: The County is also involved in other countywide collaborative efforts such as the Community Alliance for Safety and Peace (CASP) in Salinas, Seaside Youth Violence Prevention Task Force, Building Healthy Communities in East Salinas, the North Monterey County Community Alliance in Castroville, Impact Monterey County, Moms Demand Action Be SMART Monterey County Chapter, and the California Cities Violence Prevention Network.

Federal Assistance for Public Safety: The County of Monterey's federal advocacy program related to violence prevention is focused on supporting U.S. Department of Justice (DOJ) programs that provide critical support to county courts and corrections, juvenile justice, and law enforcement agencies. These programs include, but are not limited to, the Byrne/Justice Assistance Grant Program, which helps counties across nation test emerging and evidence-based approaches to the public safety challenges facing their jurisdictions, and the State Criminal Alien Assistance Program (SCAAP), which reimburses counties for costs associated with the incarceration of undocumented immigrants. These DOJ programs provide critical support to the County's efforts to safely lower jail populations, fight recidivism and combat drug trafficking while providing treatment and alternatives to incarceration.

Gun Violence: Monterey County residents are adversely impacted by gun violence that results in an average of fifty deaths every year, half of whom are youth homicide victims aged 10-24 years old, and over a hundred life threatening gunshot injuries that require trauma-level hospital care. The County is committed to supporting efforts to close gaps in the current patchwork of regulation, including those gaps that enable felons, people convicted of domestic violence, children, those found to be a danger to

themselves or others, and other prohibited persons to access firearms and ammunition, and those that allow the trafficking of illegal guns.

Key Objectives:

Support federal and state efforts to fund violence prevention and reduction efforts and local law enforcement programs designed to reduce violence, especially gang violence; support a public health approach for violence prevention and community-wide collaborative efforts, including school-based violence prevention efforts; support continued participation in the California Cities Violence Prevention Network. Support efforts that increase supports for community promotion of peace and equity. Support efforts that promote community programs that prevent childhood trauma and intergenerational violence, such as parenting education programs. Support efforts to enhance data-sharing between County departments and local jurisdictions. Support federal efforts to adopt stricter controls governing the sale, transfer, possession, manufacturing, and distribution of all firearms, dangerous weapons, and ammunition; support repeal of the Dickey Amendment, which complicates public health research into the causes and consequences of gun violence by the Centers for Disease Control and Prevention.

Family Violence Prevention

Violence adversely impacts all Californians, particularly those in disadvantaged communities, at disproportionate rates, and that these impacts have long-term and wide-ranging health and economic consequences for these individuals, families, communities, and state as a whole. The effects of violence in the family environment, particularly on children as victims or witnesses, both short and long-term, are well documented by research.

The existing efforts to provide services to children of parents on probation for domestic violence have been ongoing for years through several County operated and supported programs. The Child Advocate Program (CAP) operated by the Probation Department is partially funded by a First 5 grant and serves children aged 0 – 5 and their families. Mental health and emergency safe house shelter services to victims of domestic violence are coordinated by the District Attorney's Office Victim Witness Program in partnership with County Behavioral Health and community-based organizations. Due to the number of domestic violence cases, the need to identify and intervene as soon as possible, focus a wider age range, additional resources are required to manage and limit the negative impact of domestic violence on children, victims, and the community at large. An expansion of CAP, mental health services and support of emergency and transitional shelters would assist in addressing these unmet needs.

Key Objectives:

Support efforts to build safe communities, use data-informed approaches, pursue trauma-informed care, and work with key partners to implement violence prevention strategies. Support efforts aimed at reducing multi-generational violence, including in the family and home environment, mitigating the long-term effects of violence-induced trauma, and promoting efforts and services to stabilize families, increase their self-sufficiency, and provide a healthy environment for child development.

Post-Sentence Relief and Reintegration to Reduce Recidivism

The County of Monterey provides attorney services to assist persons convicted of crimes with reintegration back into our community, including services to persons seeking to obtain post-conviction dismissals of their cases under Penal Code section 1203.4, charge and sentence reductions under

Proposition 47, certificates of rehabilitation, and gubernatorial pardons. These services greatly expand the social and financial opportunities of people who may have received a criminal conviction and correspondingly decrease the probability they may reoffend. Due to the large volume of people seeking this assistance, the County would benefit greatly from additional federal and state support.

Key Objectives:
Support efforts to reduce reliance on incarceration without compromising public safety (e.g., bail reform efforts that address current socioeconomic inequities). Support efforts to reform the cash-bail system while ensuring that counties have the funding necessary for planning, pre-trial assessments, and supervision. Support funding for re-entry teams comprised of jail civilian program specialists, social workers, and eligibility workers to identify and alleviate barriers to successful reintegration into the community after release from jail. Re-entry planning would include but not be limited to obtaining housing, driver license, Medi-Cal, cash aid, and employment prior to release from county jail.

Offenders with Mental Health Conditions

Many defendants in the criminal justice system suffer from mental health conditions. In the justice system, there currently is no distinction between offenders diagnosed with a mental illness and the general population. The County of Monterey supports funding and programs designed to divert offenders diagnosed with mental illness by connecting them with treatment as opposed to incarceration. The County supports adequate funding be made available for housing and delivering comprehensive services needed to better support these offenders to address the underlying mental health condition that manifests in criminal violations.

The County of Monterey supports collaborative efforts between state and local mental health practitioners and corrections officials to host Jail Based Competency Treatment (JBCT) programs and other measures to increase capacity for incompetent to stand trial (IST) treatment in local jails. There is a long felony IST waitlist, and the County supports solutions to resolve waitlist issues. Given the pressing need to significantly shorten days individuals spend on the waitlist, the state included provisions in a budget trailer bill that would authorize the suspension of county LPS patient intake at state hospitals if IST solutions are insufficient; a requirement to return existing LPS patients back to counties would follow. The County opposes the state utilizing this LPS "trigger/backstop" and supports efforts to develop alternative IST solutions, as well as ensuring the necessary resources and infrastructure align with any change to the division of state and county responsibilities.

In 2020, the County entered into a contract with the California Department of State Hospitals and began operating a JBCT Program in the Monterey County Jail. The County's JBCT is a regional model and serves inmates from Monterey, San Benito, and Santa Cruz Counties.

Incompetent to Stand Trial. County Public Guardians have the authority under current law to conduct conservatorship investigations and are mindful of the potential costs and ramifications of additional mandates or duties in this area. Collaboration is necessary among the California Department of State Hospitals (DSH), County Public Guardians, Behavioral Health Departments, and County Sheriffs to find secure placements for individuals originating from DSH facilities, county jails, or who are under conservatorship. A shared funding and service model is needed for complex placements, such as the Enhanced Treatment Program. Efforts must be opposed to shift financial and other liability and risk for state DSH responsibilities to counties, and instead support partnering with the state in ensuring that diversion and community-based restoration services are adequately resourced and supported while retaining access to state hospitals for the most high-risk individuals. State support is needed to establish

additional secure placement options for adults and juveniles who are conserved or involved in the local or state criminal justice systems, both with capital facility investments and by eliminating statutory and administrative barriers to create local flexibility. While existing provisions allow for competency restoration to occur in community settings or in locked sub-acute care facilities (IMDs, mental health rehabilitation centers) the lack of secure placement options across the state and the federal IMD exclusion from Medicaid limit options to provide treatment for IST individuals.

Key Objectives:

Support efforts to fund programs that assist the County in addressing the needs of offenders with mental health conditions, including funding to deploy behavioral health specialists with law enforcement personnel in the community. Oppose utilizing the LPS "trigger/backstop." Support alternative IST waitlist solutions. Support efforts to fund provision of restoration services to those with pending misdemeanor charges deemed IST. Support efforts to expand funding and options to provide treatment and care, including but not limited to seeking a waiver for the IMD exclusion.

COUNTY OF MONTEREY
LEGISLATIVE PLATFORM

2025-26

DRAFT

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About Monterey County

The County of Monterey is located on the beautiful Pacific Coast of California, south of San Francisco and north of Los Angeles. The County is comprised of 3,771 square miles and includes 12 incorporated cities and 16 unincorporated areas. The County seat and largest municipality is Salinas.

Demographics. In 2024 the State of California Department of Finance estimated the County's population at 437,614: 60% Hispanic, 30% White, 5% Asian, 2% Black, 2% multi-racial, and 1% other. The County population is relatively young with a median age of 34. At 21.7%, Monterey County has the highest percent of noncitizens of any California County *(2020 Census Research by the Public Policy Institute of California).* There are 214,883 registered voters in Monterey County (as of 11/5/24).

Labor Force. In a November 2024 report, the California Employment Development Department listed the County's annual average labor force in 2024 at 223,100, with an average unemployment rate of 5.2%. The County of Monterey is the largest employer with 5,892 employees and a fiscal year 2024-25 $2 billion budget.

Economy. Monterey County's economy is primarily based on agriculture in the Salinas Valley and tourism in the coastal regions. It is home to an extensive array of education, research, and military institutions. The health care, non-profit, and government sectors are also among the County's largest economic drivers.

Agriculture. Monterey County is one of the nation's top agricultural producers. Agriculture is the County's largest economic and employment sector with a gross production value of $4.3 billion *(Economic Contributions of Monterey County Agriculture July 2024)* and providing 54,804 jobs *(Monterey County Industries & Economic Trends 2024).* Unlike most agricultural crops across the United States that are machine harvested, the crops grown in Monterey County are dependent upon a highly skilled labor force. The vast majority of companies based in the County are family-owned and operated.

Hospitality. Monterey County has long been a tourist destination attracting 4.2 million overnight visitors annually and generating $3 billion in spending, which supports 25,372 jobs *(Monterey County Travel Impacts Report 2023 by Visit Monterey County, CA)*. With a worldwide reputation, visitors delight in destinations such as the Monterey Bay Aquarium, the National Steinbeck Center, 17-Mile Drive, Cannery Row, Fisherman's Wharf, Pinnacles National Park, and the Monterey Wine Country. Visitors enjoy a wide range of recreational activities and nearly 300 annual special events.

Higher Education & Research Institutions. Monterey County is home to a range of institutions of higher learning, both public and private, large, and small, general, and highly focused institutions, particularly related to marine research. The higher education and research institutions located within Monterey County contribute to the local economy, including research and grant funding. Employing more than 15,000 faculty, staff, and researchers directly employed by these institutions.

Military Institutions. Monterey County has a long and proud military history and through its direct and indirect effects touches all major industries in the private sector. The County is home to ten military missions, providing significant local economic benefits. In FY23, Monterey County had 11,824 defense personnel. Defense spending in the County totaled $2.4 billion; as those dollars rippled through the economy, they added $4.9 billion to Monterey County's economy. Defense activity is directly or indirectly responsible for 27,475 jobs across nearly 60% of Monterey County's industries, comprising 10.5% of total employment and demonstrating the far-reaching impacts of defense spending *(2024 Monterey County Military Economic Report)*.

Legislative Program

Legislative Program

The County of Monterey maintains a long-standing and successful Legislative Program, ensuring that the interests of the County are well represented in Sacramento and Washington, D.C. The Program provides the County a voice in funding and policy decision-making in the state and national capitals and ensures that County leaders are fully apprised of evolving state and federal initiatives impacting the County and its residents. The Legislative Program is managed in accordance with a series of legislative principles and priorities which are designed in support of the Board of Supervisors' Strategic Goals. The Strategic Goals lay out a forward-looking vision for planning and management of County resources across programs to secure maximum return and benefit for County residents.

Board of Supervisors – Legislative Committee

The Board of Supervisors has a two-member Legislative Committee, staffed by the County Administrative Office – Intergovernmental & Legislative Affairs Division. The Committee meets regularly to review and make recommendations to the Board of Supervisors regarding legislative, budgetary, and regulatory issues that could impact the County of Monterey, and to direct the efforts of the Strategic Grant Services Program. On an annual basis, the Legislative Committee recommends a Legislative Program and Strategic Grant Services Program Work Plan to the Board of Supervisors. The Legislative Committee also directs the legislative activities of the Committee staff, County departments, and the County's state and federal legislative advocates and grant consultants.

Legislative Policies

The Board of Supervisors has adopted policies pertaining to the legislative activities of the Board, department heads, County staff, the County's state and federal legislative advocates, and County advisory boards and commissions *(Policies Governing Legislative Activities rev.1/26/21).*

Strategic Grant Services Program

The Board of Supervisors created the Strategic Grants Services Program to concentrate funding efforts on the County's highest priority needs, and projects which require a high level of collaboration among County departments and community partners. The Strategic Grant Services Program works in alignment with the Board of Supervisors' Strategic Goals and in close collaboration with the Legislative Program to advocate for maximum funding through competitive state and federal grant programs.

Protecting Monterey County Values

The County of Monterey has a long tradition of providing a welcoming, safe, and sustainable community for its residents. People are entitled to live their life as they see fit and access public benefits and resources free of fear, hate or retribution. The County is resolute in its commitment to preserving the values that define this community including fundamental civil rights, reproductive freedom, protection of immigrants, and more. The County will rigorously advocate to protect and preserve:

- ***Immigrants:*** Oppose efforts that unfairly target documented and undocumented immigrants including but not limited to separation of migrant families at border crossings, large-scale deportations, efforts to limit or eliminate Deferred Action for Childhood Arrivals (DACA).
- ***Data Privacy:*** Support effort to protect data privacy for individuals who have provided personal information to any private or governmental institution and ensure that such data is only used for the purpose for which it was originally provided.
- ***Public Health:*** Oppose efforts that diminish public health initiatives such as access to preventative healthcare services and vaccines.
- ***Reproductive Freedom:*** Support efforts to defend and protect reproductive freedom, including the right to access safe, legal abortion services. Support legislation to codify the U.S. Supreme Court decision in *Roe v. Wade*.
- ***Marriage Equality***: Support and defend marriage equality as a constitutional right.
- ***Climate Change:*** Support efforts to continue to combat the very real climate change impacts experienced in the County and throughout California (e.g., wildfires, winter storms).
- ***Disaster Assistance:*** Oppose cuts to the Federal Emergency Management Agency (FEMA). A well-funded FEMA is critical to partner with local communities to prepare for and recover from natural disasters, and to provide opportunities for federal funding/grants to supplement county services.
- ***Freedom of Thought and Expression:*** Support efforts to preserve access to freedom of thought and expression, as available through a variety of institutions, such as libraries and museums.
- ***Combating Disinformation:*** Foster access to reliable and factual content from trusted news outlets, social media channels, and other information sources. Promote media literacy, equipping individuals to independently fact-check and analyze potentially deceptive or misleading data.
- ***Education:*** Oppose any efforts to limit or abolish the U.S. Department of Education.
- ***Military Personnel and Veterans:*** Support the rights of veterans and members of the military, including women who seek to serve in combat roles, LGBTQ and transgender populations.
- ***Defense institutions:*** Support efforts to enhance, grow, and protect national security assets in the Monterey Bay Area and oppose Base Realignment and Closure (BRAC) and similar Department of Defense proposals, which would diminish local missions and negatively impact the economy.

Lithium-Ion Battery Energy Storage System (BESS) Facilities

The Moss Landing Lithium-Ion Battery Energy Storage System (BESS), one of the world's largest BESS, is located in Monterey County at the retired Moss Landing oil and gas-fired power plant, which was built by PG&E. The facility began operating in December 2020 and houses large quantities of LG brand and Tesla brand lithium-ion battery packs managed by Vistra Energy and PG&E, respectively. There have been several incidents at the site resulting in emergency response from the local fire protection district, regional HAZMAT team, the Environmental Health Bureau, law enforcement, the U.S Environmental Protection Agency (EPA) and others. One of these incidents resulted a shelter-in-place order issued to the surrounding residential community due to potentially hazardous air quality. A second incident, in January 2025, resulted in the mandatory evacuation of 1,500 people. Both of these incidents resulted in the closure of State Route 1, which lasted several days for the second incident. Utility scale battery usage at the residential level, as well as commercial level, will continue to increase as the focus on renewable energy source demands intensifies.

Key Objectives:

~~Support local activities necessary to implement SB 38 (Laird, 2023).~~ Support policies and funding for local emergency response resulting from BESS hazardous threats to the surrounding community and environment. Support stronger legislation that requires emergency action plans and the owner or operator of the facility to coordinate with local emergency management agencies, unified program agencies, and local first response agencies. Impose stronger restrictions and regulations on BESS facilities that help ensure local community safety and environmental protection is prioritized. Support new environmental health, public health, and safety regulations for BESS as they develop. Support additional accountability measures and additional opportunities for local governments to have a say in the operation and siting of BESS facilities.

San Lucas Clean Drinking Water

San Lucas is a small, disadvantaged farming community located in unincorporated Monterey County approximately eight miles from King City. The community water system (approximately 100 connections) is owned and operated by the San Lucas County Water District. The San Lucas Clean Drinking Water Project would address ongoing water quality problems at the existing District water source which have occurred since 2006. In 2011, a "do not drink" order was issued, and despite establishing an alternative well to serve the community, a second "do not drink" order was issued in 2016. The lack of safe, affordable drinking water for the community has also caused a nearly 20-year delay of a severely needed affordable housing project in San Lucas.

The County and the District are working with the State Water Resources Control Board to identify potential solutions to address the water quality issues. The State Board is providing the District with Technical Assistance to identify a project that will provide safe drinking water to the community. The County is supportive of the project that the State Board has identified as an alternative, that would construct a new pipeline to tie into the Cal Water system on the east side of King City and deliver water directly to the District water distribution tank. The pipeline project will have the lowest impact on the community's water rates long-term, compared to the other project alternatives identified.

While there has been a responsible party identified for the nitrate water quality issues, other water quality issues also need to be addressed. The responsible party will be partially financially liable for the treatment of nitrates, however, should the pipeline move forward. The County's Federal FY24 Community Project

Funding request for this project received a $960,000 grant award through the U.S. Environmental Protection Agency for preliminary design and environmental review. Additional funding is needed for project design, environmental assessment, engineering, and construction work to provide a clean, long-term, reliable source of drinking water to meet the community's current and future needs.

Key Objectives:

Secure funding for a long-term project that provides a reliable source of safe, clean drinking water to the small, disadvantaged community of San Lucas.

Nacimiento and San Antonio Dams and Reservoirs Safety Projects

The Monterey County Water Resources Agency (MCWRA) owns and operates the Nacimiento and San Antonio Dams and Reservoirs, which provide flood management, water supply, groundwater recharge, fish habitat, recreation, and other benefits. MCWRA's highest priority capital and maintenance projects stem from federal and state "Safety of Dams" regulatory mandates. Completion of these projects will require significant federal, state, and local financial support to allow MCWRA to fully operate Nacimiento and San Antonio Dams, meet federal and state regulatory compliance, including the rigorous requirements of the California Division of Safety of Dams, and assure the continuing safety of Monterey County residents and beneficial use of its precious water resources.

Key Objectives:

Support legislation and budget proposals that protect or expand existing or create new sources of funding for Nacimiento and San Antonio Dam and Reservoir facilities projects to fulfill Federal and State regulatory requirements and provide flood protection and a sustainable water supply.

FEMA Reimbursements

The County continues to work with the California Office of Emergency Services (Cal OES) and the Federal Emergency Management Agency (FEMA) to recover costs related to the COVID-19 Public Health Emergency, 2020 Wildfires, and 2021, 2023 and 2024 Winter Storms. Monterey County has experienced several major disaster events in recent years and is concerned that FEMA may reduce disaster related reimbursement funding and/or change the way disaster events qualify for reimbursement. The County has submitted millions of dollars in FEMA Public Assistance grant requests to recover costs related to these disaster events. FEMA takes considerable time to review these applications - in some cases, the County has waited two plus years to recover approved and expended costs for disaster response and recovery efforts. The process creates a significant administrative burden and creates a need for dedicated staff and training to keep up with FEMA's ever-changing requirements. There is also a need for clear and consistent guidance and policy interpretation from FEMA, as constant changes lead to major difficulties in documenting and seeking reimbursement.

More recently, the County has been working with Cal OES and FEMA towards reimbursement for costs related to non-congregate shelters (NCS) under FEMA Public Assistance following the 2023 Winter Storms and the COVID-19 Pandemic. NCS is an activity eligible for reimbursement under FEMA Public Assistance, and the County has spent several months working to clarify the guidance surrounding eligibility criteria. FEMA has continued to issue retroactive guidance for both disasters which contradict previously issued guidance and Public Assistance Policy.

Key Objectives:

Support efforts to improve the FEMA Public Assistance Program including written guidance to clarify expenses that are eligible for reimbursement and expedite the grant award process to ensure the County is reimbursed for eligible costs as quickly as possible.

Monterey County Veterans Home/Community Living Center

One of the County's top priorities is the development of a Veterans Home, or Veterans Health Administration Community Living Center (CLC), in Monterey County to serve aged and disabled veterans, eligible spouses, domestic partners, and homeless veterans. There are over 50,000 veterans in Monterey, Santa Cruz, San Benito, and San Luis Obispo Counties alone. CalVet operates eight Veterans Homes in California, providing a range of services from independent living to skilled nursing and memory care. Four of the homes offer combined skilled nursing and memory care. The demand for these services far exceeds the current availability of beds, which has resulted in 2-5+ year wait times. The closest Veterans Home is over two hours away from Monterey County. The County strongly believes that our veterans should not have to leave their families, friends, and the community they call home to access these services.

The County will work with its state and federal delegations, CalVet, and the U.S. Department of Veterans Affairs (VA) to ensure the project meets regulatory requirements for financial assistance through CalVet and the VA's State Veterans Home Construction Grant Program, which can provide up to 65% of construction costs. If constructed, the facility would be available to all California veterans.

Key Objectives:

Support efforts to establish a CalVet Veterans Home or Veterans Health Administration Community Living Center (CLC) in Monterey County to serve the needs of our growing veterans' population and support the veteran's community's contributions to our local economy.

Strategic Collaboration

In matters where legislative pursuits align or are consistent with the interests of the County of Monterey, support other agencies' efforts. Collaborate with neighboring cities, counties, and other agencies on large-scale projects and regional planning efforts. The County and its advocates will maintain effective relationships with the California State Association of Counties (CSAC), Rural County Representatives of California (RCRC) and National Association of Counties (NACo).

Economic Development

Support the County's ability to enhance the quality of life, well-being, prosperity, health, safety, livelihood, art, libraries, culture, recreation, housing, and education (e.g., early childhood development, cradle to career initiative) of Monterey County residents. Support policies and programs that protect consumers. Advocate for resources and policies that help families achieve self-sufficiency (i.e., providing critical support services such as childcare, providing student debt relief, etc.). Childcare plays a key role in the ability for parents to return to the workforce and/or retrain for the current labor market demands. Support job training, and public or private efforts, to stabilize and enhance jobs and economic growth. Support efforts to protect communities of color who are over-represented in essential jobs that increase their exposure to communicable diseases. Support efforts to address high rates of poverty and low wages which create greater risks of economic disruption. Support policies and programs that promote health, equity, and neighborhood sustainability, safeguard the preservation of prime agricultural lands and natural open spaces, and improve the environment and protect environmentally sensitive areas to ensure a diversified and healthy economy. Support funding, policies, and programs that remove barriers to local industries, reaching their full economic potential and acting as regional economic generators.

Agriculture

Agriculture is the cornerstone of prosperity in Monterey County. Support for agriculture is critical to the economic vitality of the region, State, and nation. The Salinas Valley is known as the "salad bowl" of the world and produces diverse vegetable crops, strawberries, and is a major producer of high-quality varietal wine grapes. Adequate transportation system maintenance and capacity, along with the security of County water supplies (e.g., water rights, storage, reuse, and financing) is critical to the health of the local agricultural economy. Local programs aimed at preventing the introduction of invasive pests, ensuring the safe and effective use of pesticides, and ensuring marketplace equity and consumer protection are fundamental in ensuring the prosperity of our local agriculture, and the health and safety of agricultural workers, communities, and the environment.

Support efforts to protect and promote agriculture, farm worker health and safety (e.g., farmworker resource centers), the protection of public health and the environment, and the assurance of a fair marketplace. Support efforts to provide agricultural research and education activities. Support efforts to secure and enhance Monterey County's water resources for agriculture (e.g., water rights, storage, reuse, financing); secure funding for transportation infrastructure that supports the agricultural industry;); and promote agriculture and agritourism.

Farm Bill Reauthorization: The County supports reauthorization of the Farm Bill to support the local agricultural industry, consumers, and the natural environment, as well as any efforts needed to mitigate any harm caused by allowing the Farm Bill to lapse. The Farm Bill has a tremendous impact on farming livelihoods, how food is grown, and what kinds of foods are grown. Covering programs ranging from crop insurance for farmers to healthy food access for low-income families, from beginning farmer training to support for sustainable farming practices, the Farm Bill sets the stage for our food and farm systems. The County supports reauthorization of the Farm Bill, including agricultural reforms that will improve health and protect the environment for all County residents by strengthening federal nutrition programs, improving access to healthy food, promoting environmental stewardship and conservation, protecting our food supply, and robustly funding rural development initiatives based on best practices in coordination with local officials. The County further supports:

Commented [HN1]: Take out reference to Farm Bill?

- ***Revision of the Definition of "Rural" to reflect the local agricultural industry:*** For many programs covered in the Farm Bill, the adjusted gross income (AGI) is capped at $900,000. However, this cap sometimes makes California farmers and ranchers ineligible because their income thresholds are higher, and because the calculation is based on gross numbers and not net numbers.
- ***Expand Funding for the USDA Watershed Protection and Flood Prevention Program – PL-566:*** This program provides technical and financial assistance to States, local governments, and Tribal organizations to help plan and implement authorized watershed projects for the purpose of flood prevention, watershed protection, public recreation, public fish and wildlife, agricultural water management, municipal and industrial water supply, and water quality management.

***Pest Management and Invasive Weed Prevention*:** Support programs that provide for effective pest management and eradication activities, including pest detection and invasive weed prevention programs. Support efforts that provide funding to prevent the introduction and potential spread of invasive pests. Support research on invasive species pathways and funding mechanisms to close potential pathways to protect agriculture and our environment. Support sustainable pest management through continued support of high-risk pest prevention and pest detection programs.

Pesticide Regulations: Support proposals that provide long-term stable funding for county pesticide regulatory activities to protect the safety of workers, the public and the environment, and provide funding for education, outreach and compliance assessment activities related to the safe use of pesticides. Oppose legislation that challenges the preemptive status of state pesticide laws and authority provided to the California Department of Pesticide Regulation and California Agricultural Commissioners. Oppose legislation that would regulate the sale and use of pesticides that is not based on science.

Weights and Measures: Support legislation that preserves and enhances funding resources for Weights and Measures programs at the state and local level for consumer protection. Support legislation which assures clear labeling and accuracy of the net quantity of packed products to promote value comparison and to ensure the consumer receives the quantity of product for which they paid. Oppose legislation that would diminish or remove protections now afforded to consumers for transactions measured by weighing or measuring devices or computed by point-of-sale systems.

Williamson Act: Support reforms to the California Land Conservation Act of 1965, also known as the Williamson Act, that provide property owners greater incentives to continue participation under the Act. Support other reasonable legislative changes which preserve the integrity of the Williamson Act and eliminate abuses resulting in unjustified and premature conversions of contracted land for development. Support the restoration of Williamson Act subventions and the revision of state subventions to counties to recognize all local tax losses. Support efforts to protect and preserve prime agricultural lands under the Williamson Act or conservation easements.

Cannabis

The County of Monterey Cannabis Program permits and regulates commercial cannabis businesses within the unincorporated areas of Monterey County and is responsible for administering the cannabis business permit process. It provides oversight and coordination of the cannabis compliance inspection process and collaborates with a variety of state and county departments, and external agencies to ensure responsible cannabis business practices.

Monterey County is ranked sixth in California cannabis cultivation by the Department of Cannabis Control (DCC) license count. As the cannabis landscape evolves, with shifting market dynamics and regulatory challenges, it's crucial to adapt to meet these changes. For example, in 2021, the commercial cannabis industry began to experience the effects of oversaturation statewide, causing wholesale prices to drop significantly. This affected the viability of many business operations and challenged the industry's sustainability. Outstanding issues that need to be addressed for the Program to be successful as follows:

Federal Legalization: Californians voted to allow for the recreational cultivation, sale, and use of cannabis, however the federal government's ban poses serious roadblocks and risks. State and local control must be respected on the regulation and enforcement of these issues. The federal government should declassify cannabis as a Schedule I drug and remove all conflicts under federal law; allow banking services for the cannabis industry to reduce the public safety issues posed by a cash-based industry; and adopt national standards for the cannabis industry to facilitate trade. Support efforts to reform banking regulations for cannabis-related businesses and legalize cannabis at the Federal level.

Stabilize the Cannabis Industry: Legislative action is needed to aid in stabilizing the cannabis industry, which has been heavily impacted by a market downturn that began in July 2021. State tax reform could provide additional relief via a reduced cannabis excise tax rate, as could implementation of SB 1326 – which authorizes the Governor to enter into agreements with other states that have also legalized commercial cannabis business to be licensed, allowing transportation of cannabis goods between licensed operators across state lines. Support efforts to ensure the success of the local cannabis industry while addressing the tax, regulatory, policy, enforcement, education, health, environment, and safety of our community.

Enforcement: The State should fully enforce cannabis regulations and provide direct resources to local law enforcement agencies for cannabis related enforcement activities. Combatting unlicensed cannabis is a key public safety issue and there should be dedicated resources for the active enforcement of such activities on public lands. Support funding for cannabis-related enforcement activities.

Arts & Culture

Strengthening arts and cultural assets is vital to community development and can significantly contribute to economic development. Assets include those related to entertainment (e.g., theaters, performing groups), personal development (e.g., community centers, libraries, bookstores), education (e.g., schools, museums), and communities (e.g., cultural events/festivals). A flourishing arts and culture sector can affect where workers want to live and as such is important for workforce recruitment and retention. Arts and cultural activities also promote economic development by attracting visitors and increasing the length of time and money they spend. Support efforts that expand, strengthen, and support art and cultural activities and facilities, which improve the education, health, and well-being of both visitors and those who live in our communities.

Broadband, Telecommunication & NGEN Public Radio Services

Broadband: Historic investments by the federal and state governments in last-mile and middle-mile broadband infrastructure lay the foundation for community resilience, economic and educational opportunity. Digital access and digital literacy are linked with social equity, the ability to access essential

services and county resources, and democratic participation – and are important factors in the social determinants of health.

The COVID-19 pandemic underscored the critical utility of broadband infrastructure and shed national light on the benchmark definition versus the reality of existing reliable and affordable services in the rural and urban communities such as Monterey County.

Support efforts to expand access to broadband and telecommunication services to unserved and underserved areas of Monterey County (e.g., County, or other agency's grant proposals, public-private partnerships, state universal broadband bond, etc.) to address public safety and increase internet speeds. Support efforts to address affordability (e.g., California LifeLine Program, Affordable Connectivity Program). Support efforts to reform existing state programs to expand internet access, generate needed revenue, and make it easier for local governments to obtain funding to move local projects forward. Support efforts to regulate broadband/internet access as a utility by the Federal Communications Commission and California Public Utilities Commission. Support efforts to regulate access fairly and equitably to telecommunications services, removing barriers and providing adaptations for all unserved and underserved rural and urban regions. Support expedited construction of the middle-mile in Monterey County that enables providers to submit last-mile proposals.

Federal Communications Commission (FCC) Broadband Map: The FCC Broadband Map displays where Internet services are available across the United States, as reported by Internet Service Providers (ISPs). The map is continuously updated to improve its accuracy through a combination of FCC verification efforts, new data from ISPs, updates to the location data, and—importantly—information from the public. The map contains discrepancies related to coverage within Monterey County and outreach efforts are needed to encourage residents to test their broadband connectivity so that essential and accurate crowd-sourced broadband connectivity data can be provided to the FCC database. Support FCC Broadband Map accuracy outreach efforts.

Telecommunication Services: Telecommunication services, which are usually integrated with broadband services by providers, are extremely limited or non-existent in some parts of Monterey County, with cellular network strengths varying depending on the topology, time of day, weather, and location. A more robust network is needed, especially in remote, highly trafficked tourist destinations like Big Sur. It has yet to be economically and environmentally feasible for providers to expand services into many areas. Recent disasters and other emergencies highlight the need for dependable communications for residents, visitors, and first responders for public safety. The lack of connectivity impacts outreach efforts to affected communities before, during and after emergency events, which disproportionately impacts our must vulnerable residents. Support efforts to expand access to broadband and telecommunication services to unserved and underserved areas of Monterey County to address public safety issues. Support continued access to POTS or copper line telephone service available to rural and underserved areas and households in the County.

NGEN Public Safety Radio: The Monterey County Next Generation Radio Network (NGEN) system is comprised of land mobile radio (LMR) technology that provides county-wide radio coverage for first responders. The NGEN system has coverage issues in north Salinas, Prunedale, Arroyo Seco/Carmel Valley Road, Big Sur, Green Bridge, San Ardo oil field, and the Bitter Water Road/Highway 25 intersection Support efforts to provide a consistent stream of funding to sustain the NGEN system and improve system coverage so that first responders do not suffer from unplanned systems outages or poor radio coverage. Support efforts to integrate the NGEN system with commercial Long-Term Evolution (LTE) (LTE is a standard for wireless broadband communication for mobile devices and data terminals that allows for

Commented [TH2]: This is a suggestion for add, ITD can approve or not. This is in response to AT&T continued efforts to remove responsibility for offering POTS copper line phone service to households.

fast data transmission over the air), build additional NGEN radio towers and implement NGEN system improvements to enhance public safety radio communications coverage and interoperability.

Housing

Available and affordable housing is integral to the health and well-being of County residents and an important element for social and racial equity, environmental justice, and economic development. It is critical that people have the option to live near their workplace, particularly those workers most essential to the local economy (e.g., farmworkers, hospitality workers, teachers, emergency service workers, nurses, childcare providers, etc.), many of whom find that housing is priced beyond their reach.

State lawmakers and local elected officials have created programs and dedicated funding to improve housing affordability and availability. Unfortunately, many of these programs have narrow eligibility standards and cumbersome administrative processes that hinder their effectiveness. The County supports policies, funding, and programs that support the development of multi-family, farmworker, disabled, senior, veterans, homeless, and workforce housing opportunities to assure an adequate supply affordable housing and affordable rental housing at every income range and opposes efforts to increase the cost or create barriers to housing development through additional rules, regulations, and adversarial litigation.

Support efforts and funding to increase the supply of affordable and accessible housing production to meet County needs, especially rental housing, and housing for special need populations, with a preference for infill projects. Support reform of housing element laws to help counties to be successful in meeting the deadlines for the Housing Element (HE). Support efforts to eliminate or reduce school impact fees for employer sponsored housing projects. Support an appropriate balance between statewide goals for housing production and affordability while maintaining appropriate discretion for counties in implementing these policies through locally driven plans.

Housing Market Analysis: In 2021, the County of Monterey partnered with the local continuum of care to release a housing market analysis, where it was revealed that for every household below 30% Area Median Income (AMI), only 16 units were affordable; for every household below 50% AMI, there were only 28 units available.

Preventing Homelessness: Addressing California's housing production challenges is also now broadly recognized as an important component of the state's efforts to address the rising rates of homeless and housing vulnerable families and individuals. When lower income families are displaced from housing as a result of a natural disaster or due to health and safety requirements, those families are at a high risk of becoming homeless. Programs to increase affordable rental housing options and programs to assist displaced families from becoming homeless are needed. Support funding resources to address homelessness issues locally. Support temporary shelter and safe parking options, active outreach, case management and social services that help people to exit homelessness, overcome barriers to obtaining housing, and sustain stable housing. Support efforts to address the unique needs of individuals and families experiencing or at-risk of homelessness, and equitably allocate funding to address the homeless and housing crises. Seek opportunities to adopt Pro-housing policies, designations, supportive social services, and practices that are related to reducing and ending homelessness, such as identifying local surplus land that could be encouraged for use as housing and Housing Element compliance.

Sustained Funding for the Community Development Block Grant Program (CDBG): *Local* agencies use the flexibility of CDBG funding to preserve and renovate existing housing stock and its accompanying water,

sewer, and storm drain infrastructure. Increasing CDBG funding and expanding the program to allow funding to be used for new housing construction would be a powerful tool for local governments. The CDBG program has faced significant funding cuts in recent years. Support an increase in CDBG program funding and expanding the program to be used for new housing construction.

Increased Funding for the HOME Investment Partnership Program: The HOME Investment Partnership Program allows local communities the ability to design and implement affordable housing programs for low and moderate-income residents. An increase in HOME funding is needed for the County, as part of a consortium, to consider participating. Support permanent financing sources to address housing needs at all income levels and to provide adequate housing subsidies for households.

Homekey: Homekey allows local governments to develop a broad range of housing types to permanent or interim housing for the target population. Increased State and federal coordination is needed to address inconsistent or conflicting policies (Federal environmental review requirements conflicted with the State implementation/expenditure timeline requirements and CEQA waivers). Support continued funding for Homekey and other programs that help get people into affordable housing and avoid displacement or homelessness.

Increased Funding and Flexibility for Housing Choice Vouchers: In order to build more affordable housing and assist residents in need of subsidized housing opportunities, increased access to public housing, and vouchers programs are needed. Voucher programs need to meet the high cost of rent in Monterey County and the area's Fair Market Rents (FMR) as demonstrated in the 2022 fair market rate study that led to a 36% increase – the highest in the nation. Support efforts to increase funding for Housing Choice Vouchers and adjust for the high cost of rent in Monterey County.

Flexible Housing Subsidy Programs: The State can assist communities to implement flexible housing subsidy programs, intended to provide housing stability to those at risk of experiencing homelessness. Subsidy pools centralize the management of housing resources under a single operator to match resources to eligible households, provide housing navigation and placement services, and provide flexibility in funding that can be utilized in several ways to close the funding gaps that serve as barriers to securing housing. Support funding for programs that help get people into affordable housing and avoid displacement or homelessness.

Low-Income Housing Tax Credit: Increasing access to the Federal Low-Income Housing Tax Credit (LIHTC) Program is needed to provide funding opportunities to developers. Currently, the LIHTC Program can take developers several rounds and years of delays to fund low-income multi-family housing developments. Support permanent status of the Low-Income Housing Tax Credit.

Barriers to Housing Production: Some of the biggest barriers to affordable and market rate housing construction are the development of necessary infrastructure, California Environmental Quality Act (CEQA) and development impact fees, and the threat of litigation over CEQA and land use issues. Major infrastructure is needed for the development of housing (e.g., sewer, water, roads, transit, and other infrastructure). A lack of water is the most significant constraint to housing development in the County. Monterey County is not connected to the state water project and is reliant on ground and, to a lesser extent surface waters, within the County boundaries. Regulatory constraints, like the cease-and-desist order from the California State Water Resources Control Board and declining groundwater conditions in the Salinas Valley, often prohibit new housing development. Supporting water projects and supporting the expansion of CEQA exemptions for affordable housing infill projects and policies which provide protections for affordable housing and market rate developers (e.g., litigation) would help alleviate these concerns. Support efforts to fund infrastructure (e.g., water, sewer) to support affordable housing

development. Support the expansion of CEQA exemptions for affordable housing infill projects in need of infrastructure improvements to build. Support policies that provide protections for affordable housing developers (e.g., litigation).

Local Housing Trust Fund: Increasingly, local communities are creating housing trust funds to find local solutions to California's affordable housing crisis. The Board of Supervisors has historically expressed an interest in supporting the formation of a local housing trust fund to finance construction of affordable housing within the County. Housing funding opportunities are critical to get developers the funding they need to kick start local projects. The County of Monterey will establish the Monterey County Housing Trust Fund (MCHTF), which is an important step towards providing a local source of financing. Establishing the MCHTF will allow the County to invest in housing projects to house those experiencing homelessness, farm workers, and other disadvantaged populations. Support the development of tools that assist in affordable housing production (e.g., Local Housing Trust Fund); and affordable housing preservation (e.g., Community Land Trust).

Regional Housing Needs Allocation (RHNA) Credits: State law requires cities and counties to meet housing production goals as defined by the Housing Elements Regional Housing Needs Allocation (RHNA) or to face penalties. New state housing funding (e.g., Healthy Homes California, No Place Like Home, and CDBG) is geared to incentivize housing production and collaboration as the funds can be spent anywhere countywide. However, if the housing is built within a city's boundaries – not the urban county unincorporated area – the city receives the full RHNA credit, while the County which contributed funding and extensive effort into the development of the project, receives no direct RHNA credit. Support regional approaches to affordable development which allow cities/county to share in RHNA credits.

Farmworker Housing: The 2018 Farmworker Housing Study and Action Plan for Salinas Valley and Pajaro Valley, prepared by the California Institute for Rural Studies, estimated that in 2016 the number of workers in the region employed in agriculture was 91,433, and stated that farmworker housing in the region is severely overcrowded. Based on the data, 45,560 additional units of farmworker housing are needed to alleviate critical overcrowding in farmworker households. Additionally, state funding programs and resources (e.g., Joe Serna, Jr. Farmworker Housing Grant Program) are needed to build affordable farmworker housing. Infrastructure funding opportunities are needed to ensure farmworker housing is built in locations that are close to communities and existing transit and other opportunities.

Immigration

The County of Monterey strives to support and defend the civil and human rights of all residents, including those that are foreign-born. Immigrants comprise over 30% of the total population, and at 21.7% Monterey County has the highest percentage of non-citizens of any California county. The County's immigrant population, including undocumented immigrants, is a critical component of the local labor force, especially for the County's two largest industries – agriculture and hospitality. The contributions of immigrants to the economic, cultural, and social well-being of our community are a source of pride for the County, and the County recognizes the importance of maintaining an environment of trust and safety for immigrants who choose to make Monterey County their home.

The Board of Supervisors has proudly supported the County's immigrant community by supporting comprehensive immigration reform which includes a pathway to citizenship for undocumented immigrants; removing Immigration and Customs Enforcement (ICE) from the County jail and declaring Monterey County a "Welcoming County"; supporting reinstatement of the Deferred Action for Childhood

Arrivals (DACA) program and becoming the first "Dreamers County" in the nation; supporting the Farm Workforce Modernization Act; and opposing policies that seek to discriminate against individuals based on their immigration status.

The County will advocate to:

- Oppose legislative and executive actions that facilitate large-scale deportations or separation of migrant families at border crossings.
- Oppose legislative and executive actions that unlawfully discriminate against immigrants based on their country of origin.
- Oppose legislative and executive actions that restrict public benefits for immigrants.
- Oppose legislative and executive actions that reduce the number of available employment-based immigrant and nonimmigrant visas, including those for temporary workers.
- Oppose legislative and executive actions that reduce the number of available family-based immigrant and nonimmigrant visas.
- Oppose legislative and executive actions that seek to punish local governments for failure to assist with federal immigration enforcement actions.
- Oppose legislative and executive actions that are counter to the values of the County of Monterey.
- Oppose legislative and executive actions that terminate or infringe on the Deferred Action for Childhood Arrivals (DACA) program, or that seeks to use information previously submitted by applicants to DACA for anything other than the applicant's intended purpose.
- Support policies that provide permanent legal status and a path to citizenship for Dreamers and other undocumented immigrants that arrived in childhood.
- Support comprehensive immigration reform legislation that addresses the County's labor force needs and provides a path to citizenship for the nation's undocumented immigrant population.
- Support efforts to increase language access, ensure access to health care, facilitate naturalization, extend voting rights, and build leadership development pipelines for immigrants.
- Support the Farm Workforce Modernization Act, which would establish a program for agricultural workers in the United States to earn legal status through continued agricultural employment and contribution to the U.S. agricultural economy.
- Support reform of the H-2A program to provide more flexibility for employers, while ensuring critical protections for workers.
- Support efforts to establish a nationwide E-Verify system through which agricultural employers would electronically verify the employment eligibility of their workers.
- Support policies that establish effective nonimmigrant visa programs that address the workforce needs of the agriculture and hospitality industries.
- Support policies that extend Temporary Protected Status for qualifying individuals and oppose any changes to the program that make it more restrictive.

Labor Force

The availability of skilled and unskilled labor is critical to economic development activities across all sectors. Monterey County's economy is primarily based on agriculture and tourism, both of which are highly dependent on an adequate labor supply. An aging worker population and current immigration policies make it increasingly difficult to meet these workforce needs.

Agricultural Workforce: The lack of agricultural workers is one of the largest challenges facing our local industry today. However, industry sources report that they are increasingly affected by labor shortages that jeopardize the local economy, the hospitality industry, and the availability of agricultural goods for national and international shipment. The California Farm Bureau reports that over half of the farmers in California are experiencing labor shortages and that fewer potential employees are applying for seasonal harvest jobs despite increased recruiting efforts, higher wages offered and other incentives. Support efforts to implement comprehensive federal immigration reform to ensure that Monterey County has an adequate labor supply for all economic sectors. Oppose efforts to implement restrictive immigration policies that threaten the economic well-being of Monterey County residents.

County Workforce: Like many employers, the County of Monterey is facing significant workforce challenges as public and private sector employers compete for a diminishing number of qualified employees. While the need for skilled and licensed professionals is particularly acute, the tight labor supply is impacting many industries across skill levels, including entry-level positions. All entities within county health and human services agencies, including public health, behavioral health, human services, aging services, and childcare are dealing with these obstacles. Support policies that promote a greater investment in higher education, training and retaining health care professionals, social workers, and childcare workers to meet local workforce needs. Support policies that help counties more effectively recruit, hire, and retain qualified and talented workers.

Libraries

Monterey County Free Libraries (MCFL): The Monterey County Free Libraries (MCFL) operates 16 branch libraries, three bookmobiles, a library by mail program, and several special programs, including a literacy program which serves adult literacy, family literacy, and English as a Second Language literacy along with completion of high school, and career development. Free library services are provided to all residents of California.

MCFL serves as a community physical and digital hub, equipped to serve evolving and diverse community needs in such areas as: literacy; education; lifelong learning; health information; workforce development and career support; economic and business development; digital literacy; critical thinking; financial literacy; new and emerging technologies; after-school-programming; veterans services; connections to other agencies; and assistance to vulnerable populations. Libraries have been drivers for equity and inclusion and services continue to evolve based on community needs.

Preservation and Funding for the Institute of Museum and Library Services (IMLS) and Library Services and Technology Act (LSTA)

Support ongoing federal authorization of the Institute of Museum and Library Services and funding the Library Services and Technology Act. LSTA funding is the only federal funding direct to public libraries,

and directly supports literacy, services to people with disabilities, preservation of and public access to historical materials, and support for veterans. The IMLS has been proposed for sunset at the federal level and LSTA funding frozen.

Libraries as Cultural Hubs: Support efforts to equip and empower public libraries to act as cultural hubs of understanding and inclusion in public programming including materials, programs, and services to meet equity, diversity, and inclusion goals. Programs and services should include funding for arts and ~~displays,~~ cultural programming, access to meeting rooms for community groups, and ~~expert logistical support~~a materials collection that supports learning and free inquiry. Support addition and enhancement of public libraries as flexible community services locations, including for use by community groups, in disasters, and for arts and culture opportunities throughout the County of Monterey.

Support use of public libraries as community anchor institutions for digital inclusion, including provision of high-speed and accessible broadband access, ongoing digital literacy education, and community connection to other agencies and resources.

Universal Service Fund (USF)/E-Rate: Support continuation of the Federal Communications Commission (FCC)-run Universal Service Fund (USF) and~~. The USF collects and disburses approximately $8 billion annually. The USF funds the~~ E-Rate, which subsidizes connectivity for schools and libraries; the Lifeline program, which subsidizes low-income households with their phone and broadband bills and will be increasingly important with the end of funding for the Affordable Connectivity Program; and programs that fund residential and health care communications services in rural, high-cost areas.

California Library Services Act (CLSA) Funding: Support the restoration of funding for CLSA. This funding supports resource sharing among California public libraries, resulting in efficiencies in services. Among the direct services supported are free intra library delivery among Monterey County Free Libraries, Salinas Public Library, Monterey Public Library, Pacific Grove Public Library, Harrison Memorial Library. Watsonville Public Library and Santa Cruz Public Library allowing library items to be returned anywhere, and inter-library loans to be transported without additional postage. Support regional connections and appropriate oversight of CLSA plans and funding that benefit the entire region and all in California.

Commented [TH3]: This addition relates to a bill introduced last year, AB1185, that turned the Board that oversees CLSA funding from governing to advisory only, and removed regional connection requirements from the law. I requested and was granted an oppose position from the County, and this was turned into a 2-year bill, so is still on the table.

Implementation of SB 321 Ashby (2023): Support grant funding to assist public libraries in offsetting costs associated with the implementation of SB 321 to implement a mandatory library card program for California third graders. This is mandatory legislation was passed without any funding to implement.

Homework Assistance: Support efforts to restore funding for statewide online homework assistance, allowing all California students to benefit regardless of jurisdiction, and lift the cost off the library's budget and back to an efficient and effective statewide level.

Military Installations

Monterey County has a long and proud military history and is honored to support the ten military missions located here, which provide many local jobs. The County has long played a vital role in our nation's defense. From the establishment of the Presidio of Monterey in the mid-19th century through the creation of the Defense Language Institute Foreign Language Center, Naval Postgraduate School, Naval Support Activity Monterey, Department of Defense Center Monterey Bay, Fort Hunter Liggett, and Camp Roberts, Monterey County has provided critical training and educational sites for all branches and all components of our Armed Forces.

In FY23, Monterey County had 11,824 defense personnel. Defense spending in the County totaled $2.4 billion; as those dollars rippled through the economy, they added $4.9 billion to Monterey County's economy, equal to 14.8% of its gross regional product. Defense activity is directly or indirectly responsible for 27,475 jobs across nearly 60% of Monterey County's industries, comprising 10.5% of total employment and demonstrating the far-reaching impacts of defense spending. The State of California and Monterey County received a combined $323 million in additional tax revenues due to defense activity in this County alone *(2024 Monterey County Military Economic Report)*. Per the U.S. Department of Veterans Affairs (VA), the FY23 veteran population in Monterey County was 17,599, resulting in $187 million in annual VA compensation and pension payments, $13.5 million in educational and vocational programs, and $127 million in medical care *(DoD Office of the Actuary; National Center for Veterans Analysis and Statistics).*

Safeguarding and strengthening local military missions is critical to our national security and local economic strength. Support efforts to assist in military base reuse, especially the redevelopment and blight removal of lands on the former Fort Ord, and to replace jobs lost because of the base closure. Support efforts to enhance, grow, and protect national security assets in the Monterey Bay Area (i.e., Monterey Bay Defense Alliance), and oppose Base Realignment and Closure (BRAC) and similar Department of Defense proposals, which would diminish local missions, negatively impacting the regional economy.

Sustainable Job Growth

Support efforts to fund development of regional countywide economic development plans that balance environmental and economic considerations in furtherance of jobs key to the pillar industries of economic development in the County: agriculture, tourism, small business, higher education, and marine research. Support efforts to promote a strong state and county economy, and provide a healthy environment to retain, expand, and attract business and economic development. Support efforts to expand broadband infrastructure to provide high-speed internet to underserved areas of the County, and to retain local authority to assess fees and control placement of new wireless facilities. Support legislative, policy, or regulatory efforts that provide local governments with economic and community development tools (e.g., opportunity zones) and encourage compliance with state-mandated regional planning strategies. Support efforts that promote ecotourism and wellness, Edu-tourism, Blue Economy research and development, emerging technologies (drone automation and robotics technology), and Agri-Technology that further economic and employment growth.

Tourism

Preliminary estimates of tourism spending in Monterey County in 2023 was $3.0 billion and remained the top industry on the Monterey Peninsula and the second largest industry in Monterey County *(*Monterey County Travel Impacts Report 2023 by Visit Monterey County, CA). Tourism supports more than 25,000 jobs and generates $177 million in local tax revenues (e.g., sales tax, transient occupancy tax). This revenue provides communities with vital tax resources needed to invest in infrastructure improvements, programs, and projects that benefit residents. Post-pandemic growth in travel to Monterey County flattened in 2023.

Monterey County has an abundance of open or undeveloped space and unique natural environments which lend themselves to tourism, eco-tourism, sustainable-tourism, and cultural-heritage tourism (e.g., Pinnacles National Park, Fort Ord National Monument, and numerous State, Regional, and County parks

like Laguna Seca Recreation Area). With proper marketing these assets can attract visitors for longer stays and more frequent visits, which benefit the local economy through increased visitor spending on lodging, food, retail, and other services. The attraction of recreational enthusiasts encourages the establishment of manufacturing, retail, and service businesses which cater to the recreational equipment needs of visitors and residents. Tourism benefits can also be gained by collaborating with the Monterey County Convention and Visitors Bureau and national organizations, such as Brand USA and the State of California Travel Program. Traffic congestion acts as a deterrent to tourists, exacerbating the need to support transportation and infrastructure projects which improve public safety, enhance roadway capacity, provide for more public transportation, and improve coastal and trail access for residents and visitors.

Key Objectives:

Support efforts that promote tourism**,** eco-tourism, sustainable-tourism, and cultural-heritage tourism, including support for federal, state, and local conservation and recreation areas; partner with other agencies to leverage the benefits of tourism to increase economic growth, create jobs, generate tax revenue, and boost U.S. exports; fund infrastructure improvements and capital projects that support visitor travel and tourism. Pursue funding for parks through Proposition 4 grant funding programs.

Workforce Development and Working Families

Support efforts to fund workforce development initiatives (e.g., youth and veterans' employment, youth leadership programs and childcare facilities) to ensure the continuity of employment, and training programs to stimulate economic growth through the creation of a trained and skilled workforce. Ensure public investments in roads, transit, sewers, and other community infrastructure are made in ways that create job opportunities for people residing in Monterey County who are underemployed and unemployed. Support efforts to prepare youth for future self-sufficiency and prevent youth violence and crime. Support working family initiatives that balance work and care-giving obligations such as: workplace flexibility and access to paid leave; affordable, quality child/elder care; and equal pay.

Support the America's Job Center of California's centers in Monterey County, which focus on the needs of job seekers and businesses to ensure workers have access to critical employment programs, services, and training opportunities. Support funding for personal financial management education services. Support funding for career pathways for existing local and potential new industries, including securing resources and developing additional workforce of licensed mental health professionals due to the extreme shortage in the California labor market and increasing demand for mental health services.

Workforce Innovation and Opportunity Act (WIOA): The Workforce Development Board coordinates and leverages local workforce strategies with education and economic development stakeholders to ensure that workforce development and job training programs meet the needs of employers. Investments in workforce development create a comprehensive system to provide our community with a highly skilled workforce that competes in the local, regional, and global economy. The County of Monterey receives funding through the Workforce Innovation and Opportunity Act (WIOA) to manage programs to assist with local workforce investment needs. Support WIOA reauthorization including expanded funding for a business-led Workforce Development Board governed and supported by local leaders.

Youth Employment

Youth employment programs are nationally recognized for preventing youth violence and bringing hope and opportunity to communities. Such programs are highlighted as one of the five strategies in the Office for Juvenile Justice and Delinquency Prevention's Comprehensive Gang Prevention Model. In Monterey County, gang issues, violence, and crime steal the futures of all too many young people. Providing local youths with employment opportunities goes a long way toward ending youth violence and criminal gang involvement and is a priority for the County and its many city and community partners. Summer and year-round youth employment and leadership programs prepare youth for future self-sufficiency, prevent youth violence and crime, and support businesses and organizations.

The Monterey County Workforce Development Board has several job training and youth leadership programs for young adults between the ages of 18-24, that are focused on low-income, homeless, and justice involved youth, with the end goal of getting young adults into jobs or post-secondary education.

Support efforts to enhance funding for summer youth employment and training programs and expand funding for year-round programs to better prepare youth for future self-sufficiency and prevent youth violence and crime. Support programs such as the CaliforniansForAll Youth Job Corps programs that provide out of school youth aged 16-30 the opportunity for job training programs, summer employment, and community service, while meeting critical needs of climate change and food insecurity in Monterey County.

Administration

Support legislative and regulatory efforts that protect and enhance local governments' revenues, maximize County access to state and federal funding sources, and increase local funding flexibility. Support efforts to increase local authority and control over revenues, governance, and service delivery – as well as protect the County against federal and state mandates that constrict its ability to manage its own affairs. Support efforts to provide funding or reimbursement at the actual cost of doing business for County administered programs, projects, and responsibilities. Support efforts to recruit and retain a highly skilled and professional county workforce, provide staff opportunities for professional development, and promote the recognition of employees as professionals in their fields. Protect the attorney-client privilege. Support full funding for mandated programs and oppose unfunded mandates and the imposition of unreasonable or unnecessary legislative, administrative, or regulatory burdens that add costs or risks to County and local operations. Support efforts to provide increased training opportunities to County staff to ensure public health and safety.

Brown Act

The Brown Act ensures that public decisions are deliberated on and made in public at noticed meetings in which the public can participate, but some of its out-of-date provisions make it difficult for members of boards, commissions, and advisory bodies to participate, especially those with young children, medical issues, disabilities, or travel barriers.

Support efforts to continue and expand the ability for public bodies subject to the Brown Act to hold public meetings remotely to support greater participation by those elected/appointed to serve on those bodies and local residents, reduce travel emissions, increase equity and inclusion, and to adjust to uncertain events. Support efforts to designate State funding for stipends for those elected/appointed to serve on local government Brown Act commissions.

Public meetings should be safe, accessible, and welcoming environments where community members can peaceably assemble and attend the people's business without being threatened, harassed, or subjected to unacceptably disruptive behavior.

Civil Rights & Civic Engagement

Support efforts that respect civil rights, provide equal opportunity for all, and pursue equity in all operations by developing a culture of diversity and inclusion.

Administration of Elections / Voting Rights: Support efforts to protect the constitutional rights and voting rights of County residents, the integrity of the election process, and equitable access to voter registration and voting. Support efforts to reform the election process and fund election administration to ensure reform efforts can be implemented. Support policies that create efficiencies and reduce costs in elections administration. Support all mail ballot elections and reimbursement of special election costs.

Diversity: Support efforts to increase diversity and inclusion in government boards, commissions, and committees.

Language Accessibility: Support efforts to designate State funding to local governments for translation and interpretation services to support participation in government by County residents. Support efforts

to improve services to Limited English Proficiency (LEP) persons by providing services in the language spoken by our residents, including indigenous languages and American Sign Language.

Marriage Equality: Support efforts to defend and protect marriage equality, including the Respect for Marriage Act, which would grant protections to same-sex and interracial couples.

Reproductive Freedom: Support efforts to defend and protect reproductive freedom, including the right to access safe, legal abortion services. Support legislation to codify the U.S. Supreme Court decision in *Roe v. Wade*.

Virtual Participation: Support efforts to increase access to County services by virtual means and to increase virtual participation in government by the public and persons with disabilities using adaptive or assistive devices. Support efforts to improve the California Civil Rights Department's (CRD) discrimination, harassment, and retaliation investigative process.

Government Efficiency & Privacy

Support efforts to modernize the governance structure of County divisions and agencies or enter into strategic partnerships to improve the efficient delivery of government services. Support efforts to streamline operations, enhance access and use of digital and other information technologies, and add flexibility and discretion for counties to manage programs in the most efficient and cost-effective manner possible. Support policies that promote net neutrality and open access to information in any format. Support efforts to increase data privacy and cybersecurity, limit third party access to data, safeguard against data breaches, and guard against election interference.

Artificial Intelligence (AI): *Monitor* threats relating to emerging utilization of Artificial Intelligence (AI) to protect against lack of transparency, bias and discrimination, privacy concerns, ethical dilemmas, security risks, among others Support the responsible, transparent and ethical use of Artificial Intelligence (AI) technology to improve processes and enhance services to residents. Support the ability of the County of Monterey to independently determine the scope and extent of AI integration within county government services. AI-related legislation should follow existing federal and state laws on copyright, cybersecurity, privacy, and public records. Support proposed federal and state laws related to AI technology or platforms that comply with existing data requirements and applicable laws, including but not limited to the California Consumer Privacy Act (CCPA), Criminal Justice Information System (CJIS), Health Insurance Portability and Accountability Act (HIPAA), California Confidentiality of Medical Information Act (CMIA), California Public Records Act (CPRA).

Disinformation: The County of Monterey is dedicated to ensuring the delivery of accurate, timely, and transparent information across all platforms. This commitment includes fostering access to reliable and factual content from trusted news outlets, social media channels, and other information sources. To further support residents, the County actively promotes media literacy, equipping individuals with the skills needed to independently fact-check and critically analyze potentially deceptive or misleading data. By empowering residents to distinguish factually verifiable information from propaganda or misinformation, the County reinforces its mission to build an informed, engaged, and resilient community. Support efforts to ensure access to reliable information and media literacy.

Local Government Funding and Authority

It is essential that the County work to protect and enhance local government revenues, maximize access to State and Federal funding sources and increase local funding flexibility. Local authority and control over revenues, governance, and service delivery – as well as protection against mandates that constrict the County's ability to manage its own affairs is essential. Efforts must be supported which provide full funding or reimbursement at the actual cost of doing business for County administered programs, projects and responsibilities and vigilantly oppose efforts to reallocate revenues away from counties, reduce county revenues, or impose unfunded mandates and the imposition of unreasonable or unnecessary legislative or regulatory burdens that add costs or risks to operations.

Support efforts to enhance and equitably distribute constitutionally guaranteed funds to counties for realigned public safety, health, and human services programs. Support the reduction or elimination of regressive fees and fines that disproportionally affect low-income residents. Oppose administrative and regulatory burdens which unnecessarily add risks or costs to County business activities. Oppose federal efforts to eliminate or limit local taxing authority, the state and local tax deduction, the tax-exempt status of municipal bonds, and other tax policies that have the effect of reducing revenues for state and local governments. Support legislative and administrative policies that ensure the accuracy and completeness of collected census data that reflects the total resident population in each state, including noncitizens.

Federal and State Aid: The County of Monterey receives funding from the Federal and State government to administer health, welfare, and public safety programs, and much of this funding is based on federal census data. The County also receives revenue from competitive grant programs. Total Federal and State aid to the General Fund for Fiscal Year 2023-24 is estimated at 30.6% of total financing. Social service and health programs rely heavily upon and are the largest recipients of this aid. However, funding to counties to deliver required services has not kept pace with costs. Support efforts to secure and enhance State and Federal revenues and funding for local government operations and programs.

Discretionary Revenues: The County's primary discretionary revenue sources are property, sales, commercial cannabis business taxes and transient occupancy taxes. These revenues support most County services and basic functions (e.g., public safety, criminal justice, health, public assistance, land use, recreation, environment, administration). Support state property tax apportionment reform efforts.

Targeted Federal and State Advocacy: The County's state and federal legislative advocacy efforts work to support or defend legislative, regulatory, or budget actions that impact resource, operation, revenue or funding opportunities for County projects and programs. The Board of Supervisors has a Legislative Program and Strategic Grant Services Program to aid County departments in legislative efforts and priority project grant applications. These programs work in close collaboration to advocate for maximum state and federal program funding which translates into locally available funding opportunities. The County's lobbyists and grant consultants are key to these efforts, working with state and federal agency staff to shape rulemakings and guidance for programs that impact County finances and operations.

Local Authority: The County must have adequate authority, operational flexibility, and resources to meet its role as an agent of the State and local service provider. The County supports efforts to ensure local discretionary control over governance issues and the delivery of services. The County opposes the transfer of programs from the State to counties unless program control and flexibility are also shifted, and adequate State funding is guaranteed. Preserve the County's autonomy and local authority as the fiscal manager, administrator, and policy-making entity related to County funds; and to expand authority to generate voter approved revenues at the local level.

Local Revenue Generation: Support efforts that preserve the County's autonomy as the fiscal manager, administrator, and policy-making entity related to County funds. Support expanded authority to generate voter approved revenues at the local level. Protect the County's revenue sources, especially property, sales, commercial cannabis business and transient occupancy taxes. Oppose efforts to restrict, limit or eliminate local taxing authority and policies that have the effect of reducing revenues to state and local government (e.g., the tax-exempt status of municipal bond interest, and the deduction for state and local taxes). Support the County's authority to engage in public-private partnerships and other alternative financing mechanisms for infrastructure development.

Transparency: The County supports transparency in its operations and business decisions, open government, and freedom of information as it executes its responsibilities. The County believes that the transparency of public spending strengthens democracy, promotes fiscal responsibility, and bolsters public confidence. Support efforts to increase transparency in the way the County conducts its business, modernize the governance structure of County divisions and agencies, and enter into strategic partnerships to improve the efficient delivery of government services.

Public Records Act

The California Public Records Act (CPRA) is intended to ensure that governmental records are disclosed to the public, upon request, unless there is a specific reason not to do so. Counties and other local governments have faced an enormous increase in the number and size of requests over the past few years. The intensive work required to review records and redact the material that is exempt or prohibited from disclosure (e.g., confidential attorney-client correspondence, social security numbers, criminal history, trade secrets, medical records, etc.) has grown exponentially. Further compounding this problem is that counties must make tough judgment calls on whether to release some records, especially when doing so is specifically prohibited, for example because doing so would violate privacy laws or employee confidentiality. The dilemma for counties is also financial, since they are liable for court costs and reasonable attorney fees should the requester prevail in litigation filed under the CPRA. Counties have seen an increase in vexatious litigants using the CPRA to grind government work to a halt. The County of Monterey supports proposals that seek to reduce the impact of these growing issues.

Social, Health, and Racial Equity

The County of Monterey supports policies and practices that promote equity and reduce disparities based on race, ethnicity, national origin, immigration status, gender, sexual orientation, gender identity, age, disability, and socioeconomic status to ensure equitable opportunities and better futures are available to all Monterey County residents. Policies should address all forms of racism, particularly institutional and structural racism, which have historically played a central role in creating and perpetuating persistent social and health inequities. Despite progress in addressing explicit discrimination in these policy areas, inequities continue across the nation. These inequities exist across all indicators for success, including education, criminal justice, jobs, housing, public infrastructure, and health, regardless of region. Identifying and addressing the root causes of these inequities is needed to understand the unintended consequences of policies, systems and institutional biases which may further marginalize certain communities, particularly communities of color.

The County of Monterey has developed a Governing for Racial Equity (GRE) Action Plan that will move a theory of change into action to achieve a collective vision of equity, work to center community voice, and

drive institutional and structural change across the County organization. Support efforts to fund and implement proven GRE practices across County departments, including policies and programs to help combat racism and inequity and resolve inherent biases and institutional processes that result in systemic racism and inequity, and establishing and funding equity infrastructure (i.e., equity offices in key County departments with decision-making power) to sustain ongoing efforts.

Support efforts to work in partnership with indigenous peoples and racialized communities to collect intersectional demographic data, such as age, gender identity, and ethnic origin. This will help break down barriers and better identify interconnected issues, such as economic status, employment, and outcomes in health care.

Workers' Compensation

Continued legislative efforts in expanding injuries or conditions for which a connection with employment is presumed but not proven threaten the equilibrium of the workers' compensation system. Additionally, efforts have recently included substantially modifying certain workers' compensation system segments that will unfairly penalize employers and counties while detrimentally impacting the overall quality of care delivered. Instead, counties should champion data-driven decisions or reform to the entirety of the system to find the appropriate balance between employers and employees. This legislative interest continues to be heightened in an era of the COVID-19 pandemic, wildfires, and police reform. By granting superfluous, costly benefits to workers for injuries that may not be job-related, the financial solvency of the system will be detrimentally impacted. For the system to function correctly, it relies on the contributions of employers and employees to roughly equal the amount paid out for injuries suffered on the job. To protect county employers, the County of Monterey will oppose efforts to create new presumptions and to expand existing presumptions without data-driven evidence that the current system is unjust.

Health & Human Services

Assure adequate protections are in place to provide equitable opportunities for all individuals to realize their full unique potential and provide for needed public health, safety, and social service programs. Support state and federal actions that promote the health and welfare of the County's most vulnerable residents and funding to expand coordination of efforts to improve the County's health system. Support efforts to protect and preserve the health systems that serve Monterey County residents. Promote policies to improve health equity and close health disparities gaps, including access to primary and preventative care. Support America's Essential Hospitals (AEH) initiatives for federal support of Public Safety Net Systems, including an official designation which recognizes the importance of the safety net role and mission to care for all people, including the uninsured, low-income patients and other marginalized groups. Also support AEH initiatives that develop throughout the year.

The safety net health care system and access to it provides residents with opportunities for routine care. Those opportunities include comprehensive health care insurance coverage, continued support for those with pre-existing conditions, reimbursement mechanisms that cover the costs of providing health care, and support for California's new Section 1115 Medicaid waiver through December 31, 2026.

Support reforms to fully fund comprehensive health care programs, providers, and facilities without adversely affecting the local economy and business community. Oppose funding cuts to critically important health and human service programs, such as Medicaid (Medi-Cal in California), Medicare, the Affordable Care Act (ACA), the Global Payment Program (GPP), and Disproportionate Share Hospital (DSH) funding, and efforts that reduce local flexibility in the implementation of such programs. Support initiatives that eliminate or indefinitely delay implementation of DSH cuts. Support AEH's and the California Association of Public Hospitals and Health Systems (CAPH) request to fix the Medicaid dual calculation so not to penalize hospital systems in the DSH calculation. Support actions to ensure equitable shares of all eligible Managed Care Organization (MCO) Tax funding accounts are available for Public Safety Net Systems.

Support policies that retain the current public charge definition. Oppose policies that limit access to private health insurance. Support state efforts to implement CalAIM with the federal government to expand Medicaid (Medi-Cal) funding to California counties. Support CAPH's initiatives for state support of Public Health Care Systems, including reform of Medi-Cal payments and working with the California Hospital Association coalition of providers for general fund relief necessary to address inadequate Medi-Cal and Medicare payment rates. Target initiatives and programs that support the infrastructure, staffing and funding of public health care systems. Support funding that is health system centered instead of health plan centered.

Support funding for, and policies that, assure parity for mental health and substance use disorder prevention and treatment. Support programs that promote increasing and improving public health and healthcare staffing workforce. Support efforts to fund electronic health records integration and implementation of health information exchange efforts. Support changes in federal substance use confidentiality rules to allow for streamlined information sharing.

Public Health

Support policies and funding that preserve and expand primary prevention and essential public health infrastructure, staffing and services. Support efforts that promote health equity in the areas of community

health, health care, and injury and disease prevention. Support efforts to create safe and healthy neighborhoods that encourage healthy choices and lifestyles which in turn promote early childhood development, maternal and child health, prevention of youth violence, prevention of chronic health conditions, overall well-being, and prevention of early death. Support efforts to create climate resilient communities. Support efforts and policies that promote environmental health regulations that require businesses and individuals to follow public health guidance that protects people and the environment. Support efforts to allow streamlined information sharing across multi-sector entities to improve coordination of services care and client outcomes.

Support efforts to address staffing shortages in public health, behavioral health, human services, aging services, child welfare, and childcare which limit county capacity to respond to crises, emergencies and disasters. Support state and federal funding and technical assistance to ensure adequate planning, response and recovery to local, regional, and global health emergencies.

Healthy Communities

Built and social environments significantly impact the health of communities. Support public policies and programs that aid in the development of healthy communities including food and beverage policies that increase access to healthier options in both county-operated and non-county-operated no/low-cost food programs (e.g., USDA Summer Lunch, inmate programs, and senior meals) or concession and vending operations. The County further supports the concept of joint use of facilities and partnerships, mixed-use developments, and walkable and safe developments, to promote healthy community activities.

Support efforts and funding to develop climate change mitigation and resiliency strategies, including but not limited to, bolstering infrastructure to help protect against and address potential impacts on human health, such as increased respiratory and cardiovascular disease, injuries, and premature deaths related to sub-standard housing conditions, extreme weather events (catastrophic wildfires, flooding, drought, heat, wind, etc.), changes in the prevalence and geographic distribution of food, food borne illnesses, water borne illnesses, emerging infectious diseases, and threats to mental health, particularly for disadvantaged communities that are the most vulnerable to the effects of climate change, environmental injustice, and economic barriers.

Healthcare for All

Support, deepen, and expand efforts to create equity and eliminate racial disparities by expanding access to health care through community access supports, universal coverage, and other steps to improve the access to quality and affordability of health care. Support efforts to ensure employers help H-2A Temporary Agricultural Workers apply for health insurance through Covered California. Support policies and funding that preserve and expand primary prevention, address social determinants of health, and that foster social/racial equity in the areas of community health, health care access (including telehealth), education, and disease prevention.

Public Health, Health Care Coverage, Access & Integration

Access to timely and high-quality healthcare is a fundamental human right. California counties play a critical role in serving those most in need through the provision of public health, behavioral health, and social services, as well as a strong public safety net health care system. Funding cuts during the great

recession resulted in significant underfunded infrastructure needs for public health including communicable disease prevention and control. Support continued investments and availability of flexible funding for planning efforts, and sustained support for the critical public health infrastructure needed for a comprehensive infectious disease prevention and control system in California to combat existing, emerging, and reemerging diseases.

Access to affordable, comprehensive health insurance supports healthcare as a basic human right. While Medi-Cal in California has expanded to cover all residents regardless of age and documentation status and who are at 138% or less of the Federal Poverty Level, many still find health insurance unaffordable or unavailable due to seasonal employment or other reasons. Universal affordable health insurance/coverage would contribute to reducing health inequities.

Additionally, the reduction of health disparities is a critical need that can be accomplished through intentional systems change to improve the social determinants of health and increasing the proportion of County residents with affordable quality health coverage. System changes include fostering the promotion of health and prevention strategies, developing multi-sector coalitions using collective impact to address complex issues, expanding health care coverage, and partnering health care delivery with public health. These efforts are an intentional move upstream approach from the treatment of illness associated with communicable and chronic disease to advance policy, systems, and organizational changes to address the underlying environmental factors and conditions that influence health and health behaviors.

Monterey County faces numerous health-related issues (e.g., childhood obesity, youth violence, and adult-onset diabetes). The County has adopted a strategy of "Health in All Policies" as part of its efforts to eliminate social, racial, economic, and environmental inequities that impede the attainment and maintenance of good physical and mental health, including health care access. The County supports a broad system-wide and public health prevention approach to reduce risk factors that exacerbate health inequities, maintain, and strengthen the County's role in health care reform, and the health of the public safety net health care system.

CalAIM Implementation. California Advancing and Innovating Medi-Cal (CalAIM) is an ambitious multi-year initiative seeking to enhance care coordination and improve health outcomes through state and federal proposals to simplify and streamline the Medi-Cal program. CalAIM has significant implications for many county health and human services functions, including behavioral health services, social services eligibility, county public hospitals, and cross-sector initiatives for foster youth, the unhoused, those with co-occurring chronic and mental health illness, and justice-involved. The County will continue to focus on the federal, state, and local finance implications, as well as the impacts on county operations, successful programs, and the people and families served. The County will continue to advocate for prioritization and funding of counties to provide services that leverage counties' existing expertise and for the state to consult with counties in formulating and implementing all policy, operational and technological changes of this initiative.

Key Objectives:

Support efforts that reduce health inequities, improve health care access for all (e.g., increase Medi-Cal eligibility standards to 200% or less of Federal Poverty Level), promote primary public health prevention, fund interventions to prevent emerging and reemerging communicable diseases, and strengthen communities (e.g., social support networks, community design, clean energy, public transportation, access to education, employment practices, alternatives to incarceration, restorative justice, etc.). Support state level policy that documents be produced in the language of our California residents.

Support efforts to preserve, promote, expand, and fund primary prevention efforts, essential public health functions, efforts that foster social and racial equity to reduce health inequities, address Adverse Childhood Experiences (ACEs), behavioral health, communicable and chronic disease, positively impact current and future health outcomes, promotes the integration of cognitive and physical health, mental health, behavioral health, and other types of preventive services and healthcare in unified service delivery models.

Support efforts to fully fund Health Department enhanced case management services to managed care Medi-Cal beneficiaries.

Support efforts to improve the design and care of built and natural environments to be culturally supportive of healthy living throughout the county. Support increased information and resources to empower community members to choose healthy eating, active living, and drug free lives.

Oppose efforts to repeal or diminish funding or services under the Affordable Care Act, or to limit the scope of the Children's Health Insurance Program (CHIP). Oppose efforts that reduce funding for public health, shifts costs to local health departments, or creates unfunded mandates. Oppose legislative and executive actions that could limit Medicaid supplementation payments and other financing arrangements which reduces funding to the County to implement federal government programs. Support efforts to stabilize and strengthen public safety net health care systems and pharmacy benefits. Support efforts to provide higher Medi-Cal and Medicare reimbursement levels for inpatient and outpatient services, and substance use disorders. Support expansion of coverage for low-income individuals, families and seniors through Medi-Cal and Medicare programs, regardless of legal status. Support the continued implementation of CalAIM for California and its public health care systems to lead the nation towards care for low-income and vulnerable patients that emphasizes preventative and patient-centered care in the right place at the right time. Support policies that expand sick leave and family leave to support workers and their families, regardless of immigration status or employment type (i.e., gig-workers).

Behavioral Health

Counties provide specialty mental health and substance use disorder services on behalf of the state through county-run mental health plans. The various and complicated funding streams that support these services include 1991 and 2011 Realignments, the Behavioral Health Services Act, and new homeless funding. Additional funding is needed to develop a more integrated and comprehensive system of care that includes supports for prevention and treatment programs, will lead to reduced costs, improved equity, enhanced patient outcomes, reduced mental health stigma, and reduced treatment delays and safety issues.

Behavioral Health Funding. The state is making significant investments in behavioral health housing, children's behavioral health services, and CalAIM. To successfully harness these investments to make transformative change requires addressing underlying county mental health plan funding shortfalls for existing and emerging mandates, such as the CARE Act and 988 system n county departments. The County will advocate for additional funded for mandated services and expanding workforce capacity.

~~***CARE Act Funding and Implementation.*** The Community Assistance, Recovery, and Empowerment (CARE) Act creates a new pathway to deliver behavioral health services to the most vulnerable Californians who too often suffer in homelessness or incarceration without treatment. The CARE Act moves care and support upstream linking individuals to care, housing and other supports.~~

~~Adequate, flexible, and sustained funding across all impacted local agencies to support the county's implementation efforts is needed.~~

Commented [HN4]: Still applicable?

Mental Health Beds and Program Space: Funding is needed for the construction of dedicated mental health beds for adults and juveniles, individual and group mental health therapy and program space, safety cells, and in and out of custody offender programming needs. The County needs expanded mental health beds and program space in its adult detention and mental health facilities. Funding is needed for the construction of dedicated mental health beds for adults and juveniles, individual and group mental health therapy and program space, safety cells, and in and out of custody offender programming needs.

The County's only locked 5150 adult mental health facility is located at the County hospital. Due to an increased demand for inpatient mental health beds, funds are needed to expand the number of beds and program space to better serve the adult and juvenile population including establishment of a Crisis Stabilization Unit.

The County will construct a 96-bed mental health rehabilitation center (MHRC). Secure housing is necessary to treat some offenders while they receive a combination of counseling, therapy, and medication to stabilize their condition. Housing and treatment should be expanded to include misdemeanor inmates and those misdemeanor offenders deemed incompetent to stand trial. The County may need additional funding to fully renovate and staff the MHRC.

Whole Child/Whole Family Approach to Mental Health: Social-emotional development and wellness are fundamental in the earliest years of childhood for long-term health and well-being. The County supports whole child/whole family systemic approaches to mental health, including shifting the societal conditions that create toxic stress and triggering events, as well as holistic services in all of the settings most comfortable to families, including (but not limited to): dyadic care models in pediatric clinics, particularly for families enrolled in Medi-Cal; early childhood mental health consultation and related services in subsidized child care programs; and attachment and maternal mental health supports through home visiting.

Key Objectives:

Support efforts to enhance the comprehensive behavioral health system, including broader support to expand transitional and permanent housing for the unhoused and disabled. Support local control over spending priorities for the Behavioral Health Services Act (MHSA)/Proposition 1 funds, inclusive of the innovation component for funds. Support efforts to prohibit the funds currently allocated to counties from being re-directed by the State for other purposes. Support efforts to require coverage and increase reimbursements for mental health and substance use disorder services; give counties flexibility to blend mental health, substance use treatment funds and direct funds to areas of greatest need; and increase availability of services to the uninsured. Support efforts to secure funding to construct mental health beds, residential placement facilities, and program space for residents of all ages. Support efforts to enhance behavioral health workforce assistance and adequate, sustained funding to match new responsibilities included in initiatives such as the CARE Act and the multi-year effort to develop a comprehensive statewide 988 system.

Public Guardians, Administrators and Conservators

Public Administrators, Public Guardians and Public Conservators act under the authority of the California Supreme Court but are solely a county function and mostly funded with County General Funds and some fees collected through the conservatees' estates. These funding sources have not kept pace with the

increasing demand for services and there has been a rise in interest in conservatorships as vehicles to help manage criminally involved and unhoused populations.

Funding and Services: Support efforts that would provide adequate and sustainable funding for public guardians, conservators, and administrators to ensure quality safety-net services including securing and safeguarding financial assets for all who qualify. Oppose additional duties, mandates, and requirements for public guardians without the provision of adequate funding to carry out these services. Support efforts to enhance placement capacity for public guardians, as California severely lacks safe and secure housing for most individuals under conservatorship. Support efforts that minimize impact on public conservators for individuals not successful under the CARE Court Act without additional dedicated State funding and those meeting expanded Grave Disability definition, SB 43.

Traumatic Brain Injury, Dementia and Co-occurring Mental Illness: Support efforts to create a suitable designation for persons with traumatic brain injury, dementia, co-occurring mental illness and dementia, and substance use disorder; and extend Medi-Cal Managed Care or private insurance coverage to provide appropriate coverage, placement, and treatment options for these individuals.

Public Health and Prevention Policies: Tobacco and Cannabis

Tobacco Use: Cigarette smoking remains the leading cause of preventable disease, disability, and death in the United States, accounting for more than 480,000 deaths every year, or about 1 in 5 deaths, according to the U.S. Centers for Disease Prevention and Control. Tobacco-use among youth and young adults continues to be of concern, as the use of electronic smoking devices and other smokeless tobacco products among younger adults has been on the rise, and the rates of smoking among youth are increasing. The proliferation of tobacco product categories, such as flavored products, and the evolution in tobacco marketing appear to be fueling teens switching from traditional cigarettes to a new generation of tobacco products.

Cannabis Use: In addition, the use of electronic smoking devices is linked with cannabis use as well. Legalization of recreational cannabis may exacerbate existing health disparities such as low birth weight, poor mental health outcomes, or lower high school graduation rates for children and youth. Increased cannabis use may lead to cannabis dependency and attendant health and social harms.

Support efforts that increase funding for cannabis and tobacco substance use prevention and education programs and to study the impacts of cannabis use and legalization on public health. Oppose efforts to exempt electronic nicotine delivery systems, such as e-cigarettes, from tobacco control laws and regulations. Support legislation which would regulate the sale and marketing of smokeless tobacco products, prevent youth-focused marketing strategies, limit cannabis product THC content, require stocking of lower THC products, and standardize 5 mg THC doses of concentrates. Continue to support the use of a specialized business model for retailers (no food or other product sales).

Early Childhood Development

Children ages 0-5 in Monterey County accounting for 8% of the County's population. Research shows the importance of policies that advance whole child, whole family approaches, increase racial equity, build integrated systems, and focus on prevention to enhance critical services for children and families. Targeted interventions for prevention and to improve conditions during early childhood offer a greater return on investment than interventions later in life. Additionally, research has shown that childcare's

effect on workforce participation, productivity, and businesses' bottom line is more significant than previously recognized. Ensuring healthy child development, therefore, is an investment in the County's current and future workforce along with the capacity to thrive economically as a society.

Bright Beginnings Early Childhood Development Initiative

Framework & Strategy Priorities

- ☆ An equitable system that supports all children and families.
- ☆ Families surrounded by support: implement an integrated, holistic, family-centered support system of screening, care coordination referrals and services; scale up home visiting programs for families with young children; expand paid family leave, protect and support breastfeeding, and implement other family-friendly business practices.
- ☆ Empowered and Resilient Families: improve support for parent's and caregiver's mental health; expand access to parent-child play groups.
- ☆ Caregivers support children's growth and learning: embed parenting and child development supports in health and other public services; establish capacity support for family, friend and neighbor caregivers; scale up effective parenting programs.
- ☆ Transform early care and education systems to increase access and improve quality.
- ☆ Design coherent public policies that will improve the lives of children and families.

Cross-cutting strategies: generate sustainable funding for early childhood services; engage families with young children in shaping local and regional policies, budgets, and services; capacity development and awareness raising

Support efforts to ensure that parents and primary caregivers are well-informed and capable of supporting their children physically, emotionally, mentally, intellectually, and financially (e.g., preschool for all, increase opportunities and access to culturally relevant, trauma informed care, education, and services, along with timely and appropriate information to support families).

Support efforts to strengthen families' equitable access to quality early childhood services (e.g., early childhood workforce development, improved access to quality, affordable and developmentally appropriate childcare, increase number of quality childcare providers, improved reimbursement rates and salary for licensed childcare providers, increase number of childcare facilities) with an emphasis on families with children ages birth-three.

Support efforts to ensure children are physically, mentally, socially, and emotionally healthy (e.g., increased availability and equitable access to social determinants of health: healthy food, affordable housing, trauma and special needs services, minimize harmful environmental health risk factors, child friendly workplaces).

Support efforts to ensure that the early childhood development system is comprehensive, cohesive, and navigable (e.g., increase coordination, collection and sharing of data and best practices, increase coordination of whole family services and support for children and families, immigration reform that benefits children and families, quality infrastructure development or improvement).

Support efforts to increase funding for early childhood development systems, programs, facilities, and First 5 Monterey County.

Social Services

Support efforts to preserve, improve, and advance social services by providing the authority and resources required to promote the social and economic self-reliance of individuals and families, and for the protection of children, elders, and dependent adults. Support efforts to fund, restore funding, and clarify state/county responsibilities for county provided social services. Encourage and support the State's efforts to secure funding and federal waivers resulting in additional resources for counties and community-based social service providers. Support efforts to secure funding and policies to address the unique needs of veterans and their families. Support policy efforts aimed at removing barriers, improving processes, and strengthening access to public assistance and social services.

Promote Child Well-Being and Prevention of Child Abuse

Monterey County continues to pride itself in having a strong child welfare system that invests substantial local discretionary funds into child abuse prevention and early intervention programs. The County has one of the lowest foster care entry rates in the state, further reflecting our prevention efforts. With the statewide implementation of Continuum of Care Reform (CCR), the County is putting an ever-increasing emphasis on keeping children with kin whenever possible, to include a formal foster care setting. This includes doing an extensive search for family and supporting kin caregivers as formal resource families. Monterey County continues to struggle with challenging community demographics ranging from overcrowded and unstable housing, to co-occurring mental health and substance abuse disorders, along with youth and family violence. Additionally, lingering economic challenges and social impacts from the effects of the COVID-19 pandemic continue to place additional stress on already strained family units. An added challenge is the shortage of qualified professional social workers to support the increasing mandated services and programs, so greater legislative efforts and advocacy are needed to increase the workforce pipeline.

Support policies that expand funding for child abuse prevention services to meet collaborative next steps outlined through the work with APHSA. For children and youth who enter foster care, locate kin to be trained and supported as caregivers along with recruiting and preserving Community Resource Families (formally known as foster families). Support policies to improve the integration of data among youth serving agencies, including child welfare, public assistance, behavioral health, physical health, education, and public safety. Retain and support funding, policies, programs, and targeted resources that promote stable housing for children, families, and emancipating foster youth. Support efforts to sustain funding for the Bringing Families Home (BFH) Program established in 2016 to reduce the number of families in the child welfare system experiencing, or at risk of homelessness, to increase successful family reunification and to prevent foster care placement. Support funding for social work, workforce development and education programs. Support funding to sustain and expand primary prevention efforts such as the Nurse Family Partnership and relative support programs. Support the gathering of community through Child and Family Teams as best practice to get the individual needs of the family met. Support funding and programs for parenting education, domestic violence prevention, and childcare training for family, friends and neighbors who provide unlicensed care. Support resources to expand life skill training for pre-teens and teens. Support staff and community coaching around the Child Welfare Core Practice Model to best serve

those who are in need of services. Support funding for the recruitment foster parents for probation foster youth and children-family teams.

Child Support Services

Commented [MD5]: FY 2024-25 CSS collected $44,039,682 and serves 12,300 children.

Monterey County Department of Child Support Services (CSS) enhances the well-being of children and the self-sufficiency of families by providing professional services to locate parents, establish parentage and establish and enforce orders for financial and medical support. County CSS consistently collects more for families than other counties in the State that have similar sized caseloads and is ranked tenth in the State for cost effectiveness. In FY 2022 23 FY 2024-25 CSS collected $43.8 $44.0 million and currently serves approximately 13,000 12,300 children locally.

Strengthening the child safety net, reducing poverty, and increasing access to justice is vital. Without adequate funding, Local Child Support Agencies (LCSA's) cannot expand service capacity to sufficiently address local needs. Child Support is the third largest Safety Net program for children and plays a direct role in lifting children out of poverty. Child Support payments enable parents to provide food, clothing, and shelter for children who would otherwise not have access to these basic necessities. Additional funding to LCSAs is needed to increase outreach and engagement efforts to unserved and underserved communities, particularly communities of color, who are disproportionately impacted by child poverty issues; increase the use of technology to simplify access to program services; and ensure that programs are appropriately staffed to manage increasingly complex child support program needs, while meeting new programmatic mandates and requirements. Support efforts to increase funding to LCSAs to help maintain the social safety net reach unserved families, decrease child poverty, and facilitate positive, equitable outcomes for all children.

Sustain and Strengthen Safety Net & Employment Support Resources

Safety net services are a critical element of community well-being that help struggling families and individuals survive and thrive. Sixty percent of county residents are served by the county's department of social services. According to the 2023 American Community Survey, 14.3% of all Monterey County residents have incomes below the federal poverty level (FPL) and 21.8% of children under 18 years of age live in poverty. When the actual cost of living in Monterey County is taken into consideration, the effective poverty rate and the number of residents struggling to get by, climbs. The FPL represents a bare minimum threshold. A more accurate measure is the self-sufficiency standard budget which considers average costs for standard household budget items, such as housing, food, childcare, healthcare etc. Using this standard, 69% of households with children in Monterey County have annual incomes below the self-sufficiency standard. The impacts of poverty and the high cost of living disproportionately impact Latino and Black residents, as well as single mothers and their children.

Support funding for basic assistance to individuals who work in lower wage jobs, are underemployed or are unemployed through CalFresh known federally as Supplemental Nutrition Assistance Program (SNAP), CalWORKs Employment and Training Services, the Women, Infants, and Children (WIC) program, childcare programs, Community Action programs and the CalWORKs/Temporary Assistance to Needy Family (TANF) programs as well as all associated supportive services and reimbursements. Advocate for updating the FPL measure for defining income level needed for self-sufficiency and for determining eligibility for services. Support efforts that ensure a living wage for all Monterey County residents. Support funding for programs and services that help to prevent homelessness and rapidly secure housing for families

experiencing homelessness for homeless families and individuals, such as CalWORKs Housing Assistance (HA) and Housing Support Program (HSP). Support improvements to the TANF program to modify work participation requirements to better match individual family needs and local economic circumstances, the need for wrap around services for families struggling through crises, and to recognize additional costs to communities as a result of ongoing funding stagnation and high unemployment caused by job loss due to the COVID-19 pandemic and the severe winter storms of 2002-2023, which continue to impact residents. Support expansion of wage subsidy programs for households served by both CalFresh/SNAP and CalWORKs/TANF, and CalWORKs Employment Training Services – these programs have proven to be effective local resources that promote self-sufficiency and establish a positive work history.

Homelessness

California's poverty and homeless rates remain among the highest in the nation, affecting all Californians including children, adults, veterans, seniors, and families. The deepening homelessness crisis not only takes a toll on those who live without adequate shelter or housing, but it also diminishes the health and vibrancy of the community as a whole.

State Efforts to Address Homelessness: Although state and local governments have made significant investments in housing and homelessness programs over the last few years, California still lacks a comprehensive, holistic strategy that provides long-term, sustainable funding and clear levels of responsibility for all levels of government. The County supports policies that address the root causes of homelessness, flexible funding for emergency and supportive housing interventions, homeless prevention and housing stability services, and strategies that ensure that occurrences of homelessness are rare, brief, and non-recurring.

The State has invested significant resources to address homelessness and homelessness prevention, including resources for local jurisdictions to access flexible funding through the regionally coordinated Homeless Housing, Assistance and Prevention (HHAP) Program. The state has appropriated nearly $3 billion in HHAP funds to eligible Cities, Counties, and Continuums of Care (CoCs). HHAP was established for the purpose of organizing and deploying the full array of homelessness programs and resources comprehensively and effectively, and to leverage existing federal, state, and local investments towards long-term sustainability of housing and supportive services. HHAP-5 introduces new requirements aimed at bolstering Regionally Coordinated Homelessness Action Plans by identifying roles and responsibilities through formalized memorandum of responsibility agreements, utilizing state directed system performance measures to capture progress, and take key action in addressing racial and gender equity in service delivery, housing placements, and housing retention.

Homelessness in Monterey County: The 2024 Monterey County Homeless Point-In-Time (PIT) Census and Survey identified 2,436 individuals experiencing homelessness, 77% of which were unsheltered. The 2024 census resulted in the first increase in homelessness since 2017, representing a 19% increase compared to 2022. The key factors in this increase are linked to ongoing post pandemic economic pressures, including rising housing costs and inflation, which have made it increasingly difficult for many residents to maintain stable housing. The lack of affordable housing options has pushed more individuals and families into homelessness, a situation underscored in the National Low Income Housing Coalition's Out of Reach report, where it states that Monterey County residents must earn $55.37 per hour to afford a two-bedroom apartment. The County's biennial PIT census remains a critical data point in how funding is currently allocated from state and federal sources and is therefore heavily invested in efforts to ensure a robust and accurate measure are performed when updated every two years.

Student Homelessness/McKinney Vento Act Funding: According to the California Department of Education, 9/5% of K-12 students met the broader definition of "homeless" used by education. This staggering figure is matched by data from the American Community Survey which states that 39.8% of children live in over-crowded housing. The McKinney-Vento Act, which provides states with funding for the education of homeless students, defines homeless children and youth as those who lack a fixed, regular, and adequate nighttime residence. Under this definition, Monterey County's student homeless population is approximately 9,900. Rapid response to the unsheltered homeless and public encampments is necessary, as are midterm strategies such as establishing low-barrier transitional housing and bridge communities. The long-term goal is to provide safe, healthy, accessible, affordable housing for all. Support an increase in funding to address students experiencing homelessness as defined under the McKinney-Vento Act.

Permanent Funding for the Homeless Housing Assistance and Prevention (HHAP) Program: Long-term, sustained funding for local governments is essential to make meaningful progress in reducing homelessness. Ongoing funding provides stability and predictability for grant awardees, allowing them to plan and execute long-term projects and initiatives. It empowers local agencies to focus on achieving positive outcomes, eliminating the uncertainty of short funding cycles. Ongoing funding also reduces the administrative burden and costs of submitting new grant applications ensuring that local agencies can hire and retain high-quality staff. The HHAP program has provided significant funding over the past five years to support local homelessness programs. Support ongoing and permanent funding of the HHAP program to continue its support for local governments to provide homeless housing and services.

Regional Strategic Planning, Homeless Response Systems, and data sharing: Homeless policies and funding are requiring regional, intergovernmental, and cross-sector coordination. These planning efforts encourage systems thinking and responses to address homelessness. Local Continuums of Care (CoCs), Homeless Management Information Systems (HMIS), and coordinated entry are integral components of this coordination. Our local CoC is led by a nonprofit that coordinates Housing and Urban Development (HUD) funding applications and the homeless service provider network, PIT counts, the Coordinated Entry Referral System (CES), and the HMIS. At the same time, initiatives like Cal AIM have added service components to acknowledge the correlation of sustainable housing to stable health and established similar data sharing requirements. While Social Services contributes funding and partners on planning and service delivery, it's very challenging to streamline and coordinate data sharing and managing collaborations without resources for developing the infrastructure and the capacity for establishing and maintaining these collaborations. More investment is needed across federal and state agencies to facilitate local coordination, streamline funding and reporting requirements, remove barriers and information sharing.

Lead me Home Plan Update – 5-Year Plan to end Homelessness in Monterey and San Benito Counties: In November 2021, the County adopted the *Lead me Home Plan Update* which provides a five-year roadmap for the Monterey and San Benito County Continuum of Care (CoC) and its partners to achieve the vision that all people in the region live in decent, safe, and affordable housing from which they can access services and supports that stabilize their lives. The Plan sets out the ambitious goal of reducing the total population of people experiencing homelessness in Monterey and San Benito Counties by 50% by June 2026.

Addressing Homeless Encampments: Without an adequate supply of housing, too many people living with very low incomes or who are escaping domestic violence have no local housing options other than living unsheltered. To address this reality of insufficient housing and shelter options, service providers (public, non-profit, faith-based, and voluntary) offer resources that aid in survival and address critical health and

quality of life issues for those living unsheltered and in encampments. Encampments can pose public health and safety hazards to individuals and the environment, which may require their removal. Ongoing resources are needed for local governments to partner with people with lived experience and the services provider network to humanely resolve encampments. Support additional funding to provide services and address the environmental cleanup of homeless encampments (e.g. Encampment Resolution Funding (ERF) Program) and policy changes to allow local agencies the flexibility to increase the allowable administrative percentage for the Emergency Solutions Grant (ESG) program and Homeless Housing Assistance and Prevention (HHAP) program.

Support the fair and equitable calculation and distribution of State and Federal funds to counties to provide services to all homeless populations. Support efforts to maintain funding levels for counties that are making progress in reducing their PIT count. Support the proposed goals of the Governor's Council of Regional Homeless Advisors aimed at: reducing homelessness; increasing access to mental health and substance abuse services; reducing the cost and increasing the supply of housing options; and homeless prevention. Support resources for local government to house the at-risk homeless population. Support efforts to provide on-going funding for services and operation of programs that assist individuals and families experiencing homelessness navigate the continuum of care. Strengthen "by right" permitting or CEQA streamlining. Support efforts that address the homelessness crisis in all California communities, ensuring that counties are at the forefront of all solutions addressing homelessness. Support efforts that expand housing subsidies to prevent loss of housing and provide long-term assistance to sustain housing. Support efforts that encourage and facilitate the production of housing that is attainable to households at or below 30% of area median income. Support innovative approaches to increase affordable housing availability (e.g., rent control, facilitating construction of accessory dwelling units). Support additional resources for outreach, local shelter, transitional, rapid re-housing, and permanent supportive housing programs. Support efforts to prevent homelessness and to assist the current homeless population with coordinated services, health services, health access, and other health supports.

Strengthen Resources for Seniors and People Living with Disability

Long-term services and supports help all individuals live successfully while maintaining dignity and independence in their homes and communities. Years of funding erosion has taken a toll on service capacity and strains the ability of local agencies to provide financial, health and social supports to older adults, people with disabilities, and caregivers. It is increasingly difficult for the aging and disability services network to maintain existing safety net services. Reports to Adult Protective Services continue to increase, and demand for services is rising as families struggle to support and care for older relatives. The number of older adults who struggle to make ends meet, face food insecurities, and homelessness continues to increase. Out of pocket medical expenses, lack of sufficient assets, dramatically rising housing costs and fixed budgets are major causes of economic insecurity. Without additional resources to address these growing needs, local communities are unprepared to adequately respond to the needs of this growing population. According to 2023 Census data, Monterey County has an estimated 446,229 residents of which 94,449 are 60 years old or older. Approximately 19,455 (21%) of seniors in Monterey County are Medical eligible and living at or below 138% the federal poverty level.

Key Objectives:

Support funding for programs and services that promote the ability of older adults and people with disabilities to live safely and with dignity in an environment of their choice where they can eat well, stay healthy, and avoid unnecessary and costly institutional care. Key legislation supporting these efforts are

the Elder Justice Act, Older Americans Act, and the Older Californians Act. Such legislation provides funding for food programs, legal services, caregiver, and family supports, and ombudsman initiatives. County programs requiring additional support include Adult Protective Services (APS), In-Home Supportive Services (IHSS), Public Authority, SSI Advocacy, and the Aging and Disability Resources Connection (ADRC). The ADRC model is one that combines the efforts of the aging and disability networks to create a streamlined, "no wrong door" approach to the provision of person-centered resources. Advocate for funding that supports IHSS staffing levels able to meet case load demands. Support efforts to increase funding for APS programs that promote the health of safety of our growing older adult population. And support efforts to sustain funding for services to acquire or maintain housing stability, such as the Home Safe Program that supports who are involved with Adult Protective Services (APS) and the Housing and Disability Advocacy Program (HDAP) that assists those with disabilities who are homeless and eligible for disability benefits.

Support funding to minimize health care costs at end of life, avoid spending end of life in institutional settings and create livable communities for all ages. Support funding to ensure an adequate number of social workers are available to meet the needs of the growing number of older adults and people with disabilities in our community. Support policies that promote education and prevention of scams that target seniors. Support efforts to implement California's Master Plan on Aging to strengthen and enhance services for older adults. Support efforts to enable all County agencies, services, and facilities to offer access and options tailored to the needs of this growing County demographic. Advocate for rolling back bargaining penalties aimed at counties in favor of a state-wide solution.

Honor our Veterans

Monterey County is home to more than 19,000 veterans and an estimated 25,000 spouses and dependents whom the Monterey County Military & Veterans Affairs Office (MVAO) is in place to assist in obtaining a variety of state and federal benefits. MVAO provides free-of-charge assistance in filing claims with the U.S. Department of Veterans Affairs (VA) for the benefits they have earned by their service in defense of our nation, as well as information and referrals to other federal, state, and local programs. Currently, according to the most recent data from CalVet, only 31.8% of Monterey County's veterans are accessing VA Compensation and Pension Benefits.

Veterans and members of the military have made tremendous sacrifices, and some have paid the ultimate sacrifice for the protection of our country and the well-being of people facing tragedy and injustice around the world. Expanded federal, state, and local resources are needed to assist our veterans and their families with successful reintegration into civilian life (e.g., family reintegration, employment, housing, education, childcare, and services to address a multitude of disabilities including post-traumatic stress and traumatic brain injury). Support efforts to honor and recognize the contributions and sacrifices of veterans (e.g., Veterans Service Recognition Act). Support local assistance outreach efforts to discharging military members, reservist and National Guard members, veterans, surviving spouses and eligible dependents. Support efforts which provide tax relief to veterans.

Federal Benefits: The County supports improved access and service expansion for: health benefits (e.g., dental); local facilities (e.g., Veterans Drop-In Center; Major General Gourley VA-DoD Outpatient Clinic (e.g., pharmacy services); Veterans Stand Down events and other outreach efforts; Veterans' Treatment Courts; and Veterans' Justice Outreach programs. The veteran community can also benefit from increased funding for County Veterans Service Officers (CVSOs), specifically funding to increase outreach and claims processing for the 66% of Monterey County Veterans not currently receiving VA benefits. The County also

supports efforts to increase compensation to disabled veterans and their surviving spouses. Support efforts to improve and expand benefits to veterans and their surviving spouses, access to VA and CalVet benefits.

State Benefits: The County supports efforts to obtain increased County Subvention Program funding from the California Department of Veterans Affairs (CalVet). This program funds a group of programs mandated by the Legislature to reimburse counties for a portion of the costs of "presenting and pursuing any claim the veteran may have against the VA and in establishing the veteran's right to any privilege, preference, care, or compensation provided for by the laws of the United States or of this state" (California Military and Veterans Code §971). The County supports efforts to expand and improve the Disabled Veterans' Property Tax Exemption, which reduces the property tax liability on the principal place of residence of qualified veterans who, due to a service-connected injury or disease, have been rated 100% disabled or are being compensated at the 100% rate due to unemployability. The County supports efforts to eliminate or reduce the state tax obligation on military retirement pay as California is the sole remaining state that does not provide a tax benefit for military retirement pay. Support increased subvention funding from CalVet.

State Veterans Home/Community Living Center: One of the County's top priorities is the development of a Veterans Home, or Veterans Health Administration Community Living Center (CLC), in Monterey County to serve aged and disabled veterans, eligible spouses, domestic partners, and homeless veterans. There are over 50,000 veterans in Monterey, Santa Cruz, San Benito, and San Luis Obispo Counties alone. CalVet operates eight Veterans Homes in the California providing a range of services from independent living to skilled nursing and memory care. Four of the homes offer combined skilled nursing and memory care, however demand for these services far exceeds the current supply of available beds which results in 2-5+ year wait times. The closest Veterans Home is over two hours away from Monterey County. The County strongly believes that our veterans should not have to leave their families, friends, and the community they call home to access these services.

The County will work with its state and federal delegations and the U.S. Department of Veterans Affairs (VA) to ensure the project meets regulatory requirements for assistance through CalVet and the VA's State Veterans Home Construction Grant Program, which can provide up to 65% of construction costs. If constructed the facility would be available to all California veterans. Support efforts to establish a CalVet Veterans Home or Veterans Health Administration Community Living Center (CLC) in Monterey County to serve the needs of our growing veterans' population and support the veteran's community's contributions to our local economy.

Pharmacy at the Major General William H. Gourley VA-DoD Outpatient Clinic in Marina: The County continues to support establishment of a pharmacy at the MG Gourley VA-DoD Outpatient Clinic in Marina. The brand-new clinic was opened in 2017 and includes an area designed and purpose-built to serve as a pharmacy, however due to changes in federal VA priorities, only mail-order pharmaceutical services are offered. Without a pharmacy, many disabled veterans are forced to make multiple trips for essential medications. Many of our veterans live in rural communities which make it difficult to access health care services. A pharmacy nearby, would reduce unnecessary transportation requirements for veterans and families of active-duty military on the Central Coast. Support the addition of a pharmacy at the MG Gourley VA-DoD Outpatient Clinic.

Central Coast Veterans Cemetery: The County also supports efforts to obtain continued state funding to maintain the Central Coast Veterans Cemetery in Seaside, California at the former Fort Ord and continued further development with regard to in-ground burial. Support the growth and expansion of the Central Coast Veterans Cemetery.

Infrastructure

Support efforts to identify and secure funds for local transportation, water, energy, technology, childcare facility, government facility, housing, and community infrastructure projects, in particular where such improvements contribute to clean energy and green building. Support funding efforts to repair, upgrade or modernize transportation, wastewater collection and disposal systems, and other infrastructure projects or systems, particularly in areas where the associated infrastructure is aging and there is insufficient financial capacity to fund necessary improvements. Support efforts to protect and advance local flexibility in the delivery of public works projects.

Environmental Review

Support efforts to reform environmental processes such as the California Environmental Quality Act (CEQA) to retain environmental protections while reforming the legal process to reduce abuses. Support efforts to align state and federal requirements, and to streamline and coordinate state and federal permit processes for public infrastructure and safety projects, and support CEQA exemptions for safety projects.

Water Resources

Support efforts to fund, manage and protect the County's water quality, water supply, groundwater sustainability, storm water and flood protection, and mediate the effects of climate change (e.g., drought, sea level rise). Support efforts to protect the Monterey County Water Resources Agency's water rights.

Energy

Monitor the potential Federal lease of lands for oil and gas exploration and the potential effects of these activities on water quality and dam safety. Support efforts to ensure appropriate oversight and funding for State regulation and monitoring of energy extraction activities (e.g., hydraulic fracturing). Support efforts to allow the County to manage an adequate renewable energy program (e.g., fees on oil, commercial solar).

Land Preservation

Support efforts to sustainably fund, protect and preserve the federal, state, county, and regional parks within Monterey County, including the promotion of park designations and the preservation of resources of historical or cultural significance. Support efforts to manage County open space lands (e.g., Fort Ord, Odello East, Hatton Canyon, Jack's Peak), including partnerships with or transfers to Monterey Peninsula Regional Parks District, the Bureau of Land Management (BLM), or other public land management agencies. Maintain and protect rural resources, coastal areas, biodiversity, park facilities, and recreation features.

Resilient and Sustainable Communities

Monterey County is experiencing the negative consequences of climate change with increasing regularity; catastrophic wildfire and flooding, prolonged drought, and sea level rise are the new normal. Climate change will not affect all equally, with particular communities that already experience greater health inequities predicted to have great climate change impacts. The County of Monterey is planning for long term resiliency and sustainability of County infrastructure to support all our communities, the economy, natural resources, clean air, and transportation options. The County supports the development of renewable energy generation and energy efficiency efforts to reduce greenhouse gas emissions, mitigate the impacts of climate change, and increase energy security throughout the region. The County supports policies and programs that increase clean commute opportunities and vehicle trip reduction including those that increase walking and biking mobility and safety for all users, promote traffic calming, promote mass transit, and improve regional transportation demand management. The County supports the development and expansion of electric vehicle deployment and charging infrastructure, vehicle to grid technology, and stationary battery storage. The County further supports electric vehicle (EV) deployment and has adopted an EV replacement policy that provides a framework to consider purchase of EVs prior to fuel-powered vehicles. Support efforts to provide local governments flexibility in reaching the state's climate goals. The County is working on several complete street and active transportation projects that provide access for all users regardless of age, ability, or transportation mode through development of bicycle infrastructure, pedestrian amenities, and public transit systems and facilities. The County supports actions that prioritize the preservation and restoration of our climate and natural environment to help ensure the long-term health, social well-being, and economic vitality of the communities we serve while improving the quality of life for all.

Key Objectives:

Support efforts that advance policies to reverse and plan for the impacts of climate change while building resilient and sustainable communities (e.g., energy, water, and resource efficiency; clean energy; pollution control and toxics reduction; wildfire mitigation; flood protection; and climate protection). Support efforts to increase California's waste management infrastructure, ensure the County's ability to comply with recycling, organic recycling and waste management goals, and support the development of domestic market solutions. Support efforts by the County's Sustainability Program to promote greenhouse gas emissions mitigation, resources conservation, climate adaptation, and pollution reduction including but not limited to developing programs to transition away from fossil fuels including the deployment of electric vehicle (EV) charging stations and all electric buildings, build and support capacity for regenerative agricultural practices, evaluating energy alternatives such as microgrids with battery storage and solar for County facilities. Support housing, transportation, land-use, and community development policies and projects that create diverse neighborhoods, promote healthy and greener lifestyles, develop green jobs, and protect local and global ecosystems. Support efforts to protect, conserve, and maintain healthy coastal, ocean and forest ecosystems and the thriving economy they support in the County. Support efforts to act as stewards and provide sustainable management of ocean and coastal resources in the areas of sustainable fisheries and aquaculture; sea-level rise adaptation and coastal resilience; coastal sediment management; marine pollution; and marine renewable energy. Support resources and policies that advance wildfire mitigation efforts, forest conservation, and habitat restoration. Support policies that bring environmental justice to all, and keep our citizens safe from the physical, economic, and the health effects of environmental degradation and poor quality, including through bolstering infrastructure to help protect against and address potential impacts on human health such as increased respiratory and cardiovascular disease, injuries and premature deaths related to sub-standard housing conditions,

extreme weather events (catastrophic wildfires, flooding, drought, heat, wind, etc.), changes in the prevalence and geographic distribution of food, foodborne illnesses, water borne illnesses, emerging infectious diseases, and threats to mental health particularly for disadvantaged communities that are the most vulnerable to the effects of climate change, environmental injustice and economic barriers. Concurrently create and support pathways to economic prosperity and strong local economies. Support redundancy and resiliency in County facilities and enable facilities to act as community hubs in a disaster, emergency, or utility disruption.

Transportation

The transportation infrastructure is the backbone of all economic activity and is in vital need of funding for capital, maintenance, safety, and operations of local roads, bridges, pedestrian and bike facilities, transit, and rail. Transportation systems should meet industry and societal needs, provide users choices, be integrated with planned land use, be compatible with the environment by considering air quality, noise pollution, aesthetics, ecological factors, cost benefit analyses, and energy consumption measures.

The County of Monterey owns and operates a significant portion of the local transportation infrastructure and supports funding to local governments for system preservation, capacity improvement, and safety needs – using regional partnerships and collaborations on system planning and investment. The County's transportation infrastructure has many needs including pavement maintenance, adequate facilities for pedestrian and bike travel, transit, and rail services, and for improvements such as shoulder additions, adding vehicle lanes to roadways, repair and replacement of aging bridges, and other safety improvements.

Maintenance Improvements: The County maintains 1,260+ road miles and 175 bridges, many of which are in dire need of rehabilitation and maintenance (e.g., Jolon Road). Even with the addition of Measure X and SB 1, additional funding is needed to provide an acceptable maintenance program. Deferred road maintenance results in rapid deterioration and compromise of roadway structural integrity and exponentially increases repair costs. The current maintenance backlog is over $700 million for roads, $300 million for bridges, and $500 million in road appurtenances and growing. The State's announcement of eliminating gas powered vehicle sales in the year 2035 places uncertainty on the existing funding sources of the Highway Users Tax Account (HUTA) and SB 1 in the future. A replacement for this long-standing funding source needs to be developed.

Capacity Improvements: Traffic congestion and inadequate roadway capacity can negatively impact the local economy through impacts to tourism, agricultural product delivery to market, and increased unproductive travel time. Efforts to increase capacity and/or movement should be supported (e.g., State Route 156, Blackie Road extension, Davis Road bridge and road widening, Rossi Street extension, or public transportation options) to increase road safety and capacity to accommodate user needs.

Safety Improvements: Roadway safety is a top priority, and improvement efforts should be evaluated for the overall benefits provided. Recently the County was part of a public-private partnership to construct a roundabout at Holman Highway. Roundabouts have certain advantages over signalized intersections, such as safety, air quality and reduced maintenance costs of signals. Additionally, the County of Monterey, the Transportation Agency for Monterey County (TAMC), and Caltrans collaborated on the G-12 Pajaro to Prunedale Corridor Study, a regional safety study for that set of roads – and the County successfully acquired grant funding for two of the six project segments. The County is also in the design phase, and soon going into the construction phase, of a roundabout for the intersection of Carmel Valley Road and Laureles Grade. Additionally, the County, TAMC, and Caltrans have been working on the US 101 South of

Salinas Corridor Study; with anticipated outcomes being more safety projects. The County has developed a multi-year program cycle to maintain roadway striping and signage. In addition, the County is working with fire fuel reduction programs to help manage and reduce vegetation along roadways.

Rail Expansion: Expansion of rail service to Monterey County provides many benefits, including improved access and connections for local, regional, and interregional travel; decreased highway congestion; enhanced goods movement; and environmentally sound transportation serving a variety of travel markets and transportation needs. Rail expansion also promotes mixed-use, transit-oriented development, affordable housing, livable and walkable communities, and economic growth around rail stations.

Active Transportation Program & Safe Routes to Schools Program: Active Transportation and Safe Routes to Schools programs promote safe and convenient opportunities for physically active travel for daily trips to and from work and schools – and addresses health, physical activity, and traffic safety issues while tackling air pollution and climate change. Investment also focuses on infrastructure to increase the comfort of the on-road experience (e.g., for cycling) to improve the appeal of active modes to all people. Support efforts to reinstate and increase funding for the crucial and health-focused Active Transportation Program.

Key Objectives:

Support efforts to develop and fund the capital, maintenance, safety, capacity, and operation of County transportation infrastructure: local roads, bridges, pedestrian facilities, bike facilities and trails, transit (e.g., Marina-Salinas Multimodal Corridor), and expanded public transit and rail access (e.g., Salinas Rail Extension, Coast Daylight, and Monterey Branch Line projects). Support efforts to increase funding for Active Transportation and Safe Routes to School projects, as well as Highway Safety Improvement Program (HSIP) projects. Support efforts to streamline the regulatory process to repair and maintain public infrastructure, which reduces costs. Support proactive efforts to streamline permitting and reduce fees (e.g., take permits) for multiple pre-and post-storm maintenance activities, to allow for timely response while protecting the environment. Support efforts to streamline disbursement of federal infrastructure funds to local agencies for project implementation. Support efforts to transition to a road mileage charge program or alternate means of revenue generation to replace expected long term decline in gas tax revenue associated with the increased adoption of electric vehicles.

Water Resources Sustainability

The Monterey County Water Resources Agency (Agency) manages water resources sustainably while minimizing impacts from flooding for present and future generations. The Agency owns and operates two reservoirs in the southern Salinas Valley - Nacimiento and San Antonio for flood management and water supply. Agency owned land around the reservoirs are leased to the County for recreation and ranchers for cattle grazing. Additionally, the Agency developed a series of projects to deliver a substitute supply of recycled and river water to approximately 12,000 acres of agricultural land in the northern Salinas Valley to slow the intrusion of seawater in the 180/400 foot aquifer subbasin. These projects have reduced groundwater pumping in the region by over 250,000 acre feet since 1998.

An estimated 95% of all water used in Monterey County is derived from groundwater wells. Assuring that there are sufficient quantities of good quality groundwater is the most important aspect of managing water resources in Monterey County today. Major water resource management issues in the County include the preservation of water rights, protection of existing groundwater and the development of new

surface supplies for agricultural and municipal users promoting groundwater sustainability, enhancing flood protection, and managing habitat along the Salinas River.

The Agency works with the County's Public Works, Facilities, and Parks Department, the Resource Conservation District of Monterey County, and the Pajaro Regional Flood Management Agency to manage and protect natural resources. The County supports efforts to increase funding for restoration projects, and the development of adaptive strategies to climate change and sea level rise. Regulatory complexities continue to hinder the effective and timely delivery water management projects. The multiple and redundant approval processes and long timeframes often delay delivery of projects, including environmental clearance and mitigation, design approval, right of way certification, and project financing. To this end, the County supports efforts to streamline regulatory burdens while advocating for funding support to adequate staffing at the local, state, and federal regulatory agencies.

The County of Monterey is also a member of the Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA) which was established in 2017 under California's Sustainable Groundwater Management Act. The SVBGSA is tasked with the ambitious goal of implementing groundwater sustainability plans for each of the Salinas Basin's six (6) subbasins to achieve basin sustainability by 2040. The SVBGSA works closely with the Agency in the planning, development, and implementation of actions to effectively execute the groundwater sustainability plans.

Preserve and Enhance Water Supply

The sustainability of Monterey County's water resources depends on minimizing threats to supplies, enhancing existing and developing new supplies, and fostering a regional approach to water supply management. County residents and businesses rely upon multiple sources of water (groundwater, surface water, recycled water, and desalinated water), but are most dependent on groundwater. The County is completely dependent upon local water sources and derives no supply from the State or Federal water projects. The main challenges which the County faces related to supply are unfavorable impacts to drinking and raw water quality due to seawater intrusion and other major contaminants of concern such as nitrites and micro-plastics; increasing environmental requirements from regulatory agencies; distribution limitations during periods of extended drought; lack of development of additional supplies and storage infrastructure; and the preservation of water rights. A top priority of the County is the preservation of a surface water permit the Monterey County Water Resources Agency holds on the Salinas River, Permit #11043, which authorizes the diversion of up to 135,000 acre-feet of water per year for projects intended to impede seawater intrusion and overdraft of certain groundwater basins, as well as improving flood protection potential.

Integrated Regional Water Management (IRWM) is a collaborative effort to plan and implement water management solutions on a regional basis. The County participates in IRWM planning to take a regional approach to finding solutions that will improve water quality and supply reliability to support and meet the community's public health, agricultural, industrial, and environmental water goals and needs. Regional water solutions are an efficient model for water supply and management planning. Continued regional water efforts will assist the County in providing a path forward to address many of the water challenges facing our communities.

The Monterey County Health Department Environmental Health Bureau regulates approximately 1,300 water systems with 2-199 connections through inspection, monitoring, and consultation. Drinking water contamination is a widespread problem, as is adequate source capacity for many residents especially in disadvantaged communities. Primary drinking water standards for nitrates, arsenic, or fluoride in 235 of

these systems exceed primary drinking water standards and requires the use of bottled water as an interim emergency measure.

Resolving a contaminated water system is costly and residents and communities often lack the economic means to do so. Typical solutions include consolidation with a water system that meets standards, drilling a new well, or installing centralized treatment. Consolidation is preferred and encouraged, but many systems are not adjacent to other water systems with adequate supply, capacity, and quality. There may also not be a willingness to consolidate as the cost of the necessary infrastructure and maintenance can be a barrier. A solution could be to drill a new well, but sufficient groundwater may not be available or may be contaminated. Centralized treatment is an option, but treatment maintenance is costly, time consuming, and generates waste products that may present challenges for proper disposal.

Despite the history of proactive water policies at the state level, Monterey County residents still face formidable water challenges. Disadvantaged communities disproportionately bear the health and financial impacts of contaminated water or inadequate access to safe water.

In 2022, the Governor released the "California Water Supply Strategy" that outlines priority actions and investments focused on adapting and protecting water supplies in efforts to mitigate climate change impacts. The County of Monterey and the Monterey County Water Resources Agency (Agency) aim to partner with the State on implementing these actions through the development of the County's sustainable water supply projects.

Human Right to Water: In 2018, the County of Monterey became the first county in the nation to recognize the human right to safe and clean drinking water. The County adopted a resolution that requires County departments to consider this right when implementing policies and regulations pertinent to the uses of water for human consumption, cooking, and sanitary purposes. Support efforts to create a low-income water rate assistance program that provides financial relief to ratepayers using funding in the State's General Fund, or by allocating cap-and-trade funding.

Potential Projects to Preserve and Enhance Water Supply

- ***Nacimiento and San Antonio Dams and Reservoirs Safety Projects:*** These multi-use facilities provide flood management, water supply, groundwater recharge, recreation, and other benefits. High priority capital and maintenance projects stemming from federal and state "Safety of Dams" regulatory mandates for these facilities have been identified, but capital resources do not exist to complete them. Completion of these projects will allow full operation of Nacimiento and San Antonio Dams, meet federal and state regulatory compliance, and improve the safety of Monterey County residents.
- ***Interlake Tunnel:*** A tunnel to connect San Antonio and Nacimiento Reservoirs to improve flood protection potential, increase water storage capacity and improve environmental and water conservation release efficiencies. The project needs additional funding and may require legislative or regulatory actions for completion. The Agency is working with the State Water Resources Control Board to secure necessary water rights and the Natural Resources Conservation Service to explore potential funding of the proposed project under the Watershed Protection and Flood Prevention Program – *PL-566.*
- ***Expansion of Existing Recycled Water Project:*** This project builds upon the success of existing recycled water usage near the coast in the Salinas Valley by expanding infrastructure to additional acreage.

- ***Destruction of Abandoned Wells:*** With the implementation of a recycled water source, wells that are in seawater intruded areas need to be destroyed so the well casings do not become conduits for seawater to move from upper to lower aquifers.
- ***Monterey Peninsula Water Supply Project:*** A project to construct a desalination plant to provide water to the Monterey Peninsula.
- ***Safety and Security of Water Supply Facilities:*** Projects to ensure adequate security for key dam facilities and structures against credible threats and appropriate protective measures including surveillance, site access restriction and failure warning systems.

Key Objectives:

Support adequate funding for efforts aimed at responsibly preserving agricultural water supply and fortifying sustainability, increasing access and distribution of safe drinking water for all County residents (especially those in disadvantaged communities); update and adapt local regulations to support local small, state small, public drinking water systems and domestic wells to gain access to clean drinking water (especially those that do not meet drinking water standards); vigorously advocate for and facilitate local drinking water systems to access funding from the California Drinking Water Program. Support efforts to secure legislative, funding, and regulatory approvals to advance Monterey County Water Resources Agency water supply projects, and to protect and preserve Permit #11043 water rights. Pursue funding for dam and spillway infrastructure repairs and rehabilitation, and funding for dam infrastructure through Proposition 4 grant funding opportunities.

Protect Water Resources and the Environment

The sustainability of the County's water resources depends on protection from natural disasters and environmental hazards and threats. Monterey County has three major river systems, the Salinas, Carmel and Pajaro that are prone to flooding. In 1995, all three river systems flooded causing over 11,000 evacuations, damaging 1,500 homes and 150 businesses, and creating millions of dollars in economic damage throughout the region both in terms of agricultural production and impact to tourism. Similarly, as of the time of this publication, the 2023 Winter Storms caused 15,000 evacuation orders/warnings, damage to 100+ homes, as yet unknown damage to businesses, flooding of approximately 25,000 acres or agricultural lands. Countywide initial damage estimates are over $120 million including initial response and emergency repairs for the County, cities, and special districts and millions in damages to the agricultural industry and damages throughout the region. Rivers require ongoing efforts to reduce sediment and clear vegetation, but each river has unique characteristics that make these flood management activities complicated, especially with the need to protect species listed as threatened or endangered. On the flip side, California has been recently experiencing historic drought cycles, which threatens the security of local water supplies, highlighting the need for the development of drought contingency plans and additional water sources. In the area of stormwater, the County must comply with state and federal stormwater regulations which require monitoring and abatement of stormwater entering the Monterey and Carmel Bays, which have been designated as Areas of Special Biological Significance (ASBS).

Challenges associated with protecting water resources and the environment often relate to the unpredictability and severity of uncontrollable events such as droughts or floods. Another major challenge is the lack of funding available, both locally and at the State and Federal levels, for appropriate resource planning and management. Currently, State funding for water related projects is tied to compliance with

various State programs. To enhance funding opportunities, the County is participating in the California Statewide Groundwater Elevation Monitoring (CASGEM) program. The County, along with the Water Resources Agency, County of Santa Cruz, the Santa Cruz County Flood Control and Water Conservation District and the City of Watsonville have formed the Pajaro Regional Flood Management Authority, a joint powers authority, to implement projects on the lower Pajaro River for flood control purposes. Efforts are underway to raise funds to implement those projects.

Potential Projects to Protect Water Resources and the Environment

- ***Salinas River Operations Habitat Conservation Plan (HCP):*** This program provides a more holistic approach to river management which incorporates watershed management principles, water delivery scenarios, and maintenance of the water course, providing increased flood and habitat protection.
- ***Salinas River Stream Maintenance Program***: A coordinated approach led by the Resource Conservation District of Monterey County in conjunction with WRA and the Salinas River Stream Maintenance Program River Management Unit Association to manage vegetation and sediment in specific River Maintenance Units along the river to improve flood flow capacity, reduce bank erosion, and minimize environmental effects.
- ***Salinas River Lagoon and Old Salinas River:*** Project to reduce flooding, enhance steelhead migration and promote environmental and habitat protection.
- ***Lower Carmel River & Lagoon:*** Multiple projects which aim to protect infrastructure, reduce flooding, and promote environmental and habitat protection.
    - Carmel River Floodplain Restoration and Environmental Enhancement (CRFREE) Project
    - Scenic Road Protection Structure Project / Carmel Lagoon Ecosystem Protective Barrier
    - County Service Area 50 (CSA-50-1) Flood and Drainage Improvement Projects
- ***Pajaro River Flood Risk Management Project:*** Structural improvements to the lower Pajaro River, Salsipuedes, and Corralitos Creeks to reduce flood risk in Watsonville and Pajaro - developed by the U.S. Army, Corps of Engineers in partnership with Monterey and Santa Cruz Counties.
- ***Aquatic Invasive Species: Quagga and Zebra Mussel Prevention Program:*** Vessel inspection and education program aimed at preventing an infestation of Lake Nacimiento and Lake San Antonio from aquatic invasive species (e.g., Quagga or Zebra mussels). Funding for the development and ongoing operation of a statewide vessel tracking database is important in this infestation prevention effort.
- **Scenic Road Protective Structure Project ~$1.5M:** The Scenic Road Protective Structure Project is a coastal flood protection project for the Carmel Lagoon area, designed to protect Scenic Road from wave erosion and "northerly breach" of the lagoon. The project would also limit threats of flooding in nearby neighborhoods. The structure will be built at the toe of the sand slope along the road. The County of Monterey has approved the project's environmental review and is now seeking funding for the design, permitting, and construction phases.
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Key Objectives:

Support legislative and funding efforts and necessary regulatory approvals to advance County of Monterey and Monterey County Water Resources Agency projects that protect water resources and the environment. Support efforts to provide for appropriate planning efforts (e.g., Salinas River Management Program HCP, Groundwater Sustainability). Support regional wastewater collection and recycling efforts,

and the disposition of County sanitation districts to public utility purveyors. Pursue funding through Proposition 4 grant funding programs.

Public Safety

Support efforts to protect life and property through the delivery of emergency response, law enforcement, custody, and rehabilitation services that provide a high level of safety to residents and visitors. Support funding for programs that assist the County with efforts aimed at reducing crime, enhancing public safety through community partnerships, multi-jurisdictional, and mutual aid efforts, providing alternatives to incarceration, increasing access to justice by providing the community with adequate and accessible facilities (e.g., proposed South County court facilities, Family Justice Center), and to provide court security services. Support justice policy reforms that advance racially equitable public safety. Support efforts to fund public safety facilities, equipment, training, and programs. Support increased penalties from crimes related to the trafficking of Fentanyl. Support efforts to allow law enforcement to rescind California Department of Motor Vehicle (DMV) confidentiality within a 3-year period for employee separations such as termination with cause in alignment with increased peace officer transparency. Support funding for programs that assist the County with broad based Emergency Management (response, mitigation, prevention, and recovery), emergency, disaster, and homeland security preparedness, including efforts at achieving communications interoperability for field response and 9-1-1 communications. Support collaborative efforts to maintain and increase public safety, prevent and reduce the frequency, severity, and impact of fire and other natural or man caused disasters.

Emergency Communications

~~The role of the Emergency Communications Department is to operate a countywide, consolidated emergency communications center, providing 9-1-1 and non-emergency call answering and law enforcement, fire protection and emergency medical dispatch services for over 30 public safety agencies and for the community. The County's Emergency Communications Department and Department of Emergency Management currently share a facility. Due to expanded and extended emergencies both Departments are facing significant space constraints and relocating one of the Departments is under consideration, as is setting up in remote locations for disaster planning and other events including remote work. It has become necessary to consider web-based emergency communications systems that can be accessed remotely to ensure continuity of emergency coordination from the 9-1-1 center.~~

~~**Key Objectives:**~~

~~Support efforts to relocate the Department of Emergency Management or Emergency Communications and expand dispatch and web-based communication systems to allow Emergency Communications to operate from multiple locations in case of disaster, pandemic, or other unforeseen circumstances. Support radio operability outside of the land mobile radio (LMR) radio coverage area by using broadband to increase interoperability, coverage, and roaming during disasters.~~

The role of the Emergency Communications Department (ECD) is to operate a countywide, consolidated emergency communications center, providing 9-1-1 and non-emergency call answering and law enforcement, fire protection, and emergency medical dispatch services for over 30 public safety agencies and for the community. ECD operates 24 hours a day, 7 days a week, from a facility shared with the Department of Emergency Management (DEM). When DEM activates the Emergency Operations Center during major incidents, the shared space becomes significantly constrained. After more than 20 years of

continuous use, the facility requires modernization to support current and future operations, including replacement of aging dispatch consoles, the uninterruptible power supply (UPS), and other critical systems. Modernization of shared spaces such as training, conference, and kitchen areas is also needed to improve functionality and support a 24x7 workforce.

Expand and strengthen dispatch operations to ensure continuity of 9-1-1 services through redundant and alternative locations, including the County Government Center. Efforts should include maintaining backup capabilities for emergency phone lines, Computer-Aided Dispatch (CAD), and radio communication systems. Continued investment is needed to integrate Next Generation 9-1-1 (NG9-1-1) and NGEN systems to provide flexible, remote, and interoperable communication capabilities that support uninterrupted operations during disasters or large-scale emergencies. The radio system (NGEN) is scheduled for a major upgrade, and the Department is seeking to supplement its radio inventory to fully equip all positions at both the expanded and primary centers. Ongoing investment in cybersecurity protections is essential to safeguard dispatch, CAD, and radio systems against emerging threats and to ensure the reliability and security of public safety communications infrastructure.

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Key Objectives

Support planning and funding to modernize and expand the Emergency Communications Department facility to ensure adequate capacity, resiliency, and modernization of core systems. Prioritize facility expansion or relocation to address space limitations with the Department of Emergency Management. Advance continuity of operations through redundant dispatch capabilities, cybersecurity enhancements, and integration of Next Generation 9-1-1 and NGEN technologies to maintain secure, uninterrupted public safety communications.

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FEMA Disaster Assistance Cost Recovery

The County's Department of Emergency Management (DEM) continues to work with the California Office of Emergency Services (CalOES) and the Federal Emergency Management Agency (FEMA) to recover costs related to emergency work for the COVID-19 Public Health Emergency, 2020 Wildfires, 2021, 2023 and 2024 Winter Storms.

Non-Congregate Sheltering (NCS): FEMA provides Public Assistance funding to local government applicants for emergency sheltering of survivors, both congregate and NCS. The County initiated NCS in response to the 2023 Winter Storms. Prior to the initiation of NCS, the County exhausted all local resources to continue congregate sheltering. Not only were financial resources strained after almost two months of congregate operations, but the County, along with the State Department of Social Services and American Red Cross, had exhausted already limited shelter staff. Congregate shelter operations at the Santa Cruz County Fairgrounds were $147,000 a day, while at the peak participation NCS cost was about $14,000 a day.

The County requested approval for reimbursement under Public Assistance (PA) Category B – Emergency Protective Measures and received approval from FEMA on June 29, 2023. However, the approval letter outlined 13 criteria for which disaster survivors are ineligible for the program based on FEMA Individual Assistance (IA) Program policies. Nowhere in FEMA PA Policy are these criteria referenced or clarified. Though the response from FEMA provides approval for NCS activities, the approval is limited to an extremely restrictive set of conditions that result in almost no costs associated with NCS are eligible for reimbursement under FEMA PA program. Applying FEMA IA determinations to eligibility for emergency

sheltering significantly limits the ability of local jurisdictions to adequately respond to community need and provide essential assistance as outlined under Section 403 of the Stafford Act.

The County also utilized NCS during the COVD-19 Pandemic and has similar issues with FEMA's constantly shifting guidance. Guidance is changed in retrospect leaving the County liable for costs they were previously informed were reimbursable.

Key Objectives:

Support efforts to expedite review and reimbursement, ease administrative burdens, and obtain clear guidance from FEMA related to the Public Assistance grant program.

Emergency Preparedness, Response and Recovery

Monterey County is vulnerable to a wide range of natural and manmade hazards that threaten the life and safety of residents and visitors and has the potential to damage or destroy both public and private property and disrupt the local economy and overall quality of life. The COVID-19 pandemic, the recent winter storms, and projections for more frequent and severe extreme weather events demonstrate the need to ensure the County is prepared and has a coordinated system in place to respond to disasters while maintaining continuity of operations. Regional planning must take place to develop technology, capabilities, and communication systems that are functional in a mutual aid response situation.

The Monterey County Office of Emergency Services (OES) 2022-25 Strategic Plan (now the Monterey County Department of Emergency Management or DEM) is currently being implemented to increase the County's capacity to manage emergencies of any size or type, planned or unexpected, through the four phases of emergency management: preparedness, mitigation, response, and recovery – improving the County's ability to manage emergencies, leading to increased resilience. The Plan prioritizes standardizing the County Emergency Management Program; ensuring the County's readiness to respond; train the emergency management workforce of the future; and encourage a paradigm shift through engagement.

Homeland Security Grant Program: To effectively manage the Operational Area Grant program and increase revenue from state, federal, non-profit, and private grant programs for public safety goods and services, Monterey County DEM will be reevaluating and improving internal policies, procedures, workflows, and controls of all grants. Local and federal procurement policies and program requirements are complex, and the staff time required is significant and often costs double the amount of management and administration award. The County supports increasing the percentage of management and administration costs allowed for preparedness grants, specifically in the Homeland Security Grant Program.

Emergency Management Performance Grant (EMPG): The demand for emergency management staff has increased significantly to meet the demands of new and emerging threats, cascading impacts, rising disaster costs, degrading community lifelines, a changing operating environment, and increased community needs. Funding for local agencies through FEMA's Emergency Management Performance Grant (EMPG) is insufficient to meet the increased staffing needs. Since Fiscal Year 2016, EMPG funds have increased by only $49 million nationwide, while the frequency and severity of emergencies have doubled. The County supports State and Federal increased appropriations for local agencies through the EMPG program and establishing additional grant programs for which local agencies can apply.

Care and Shelter: The 2023 Winter Storms demonstrated the critical need to develop sustainable Care and Shelter capabilities to protect our most vulnerable populations. Following the breach of the Pajaro

Levee, life-threatening flooding across the community of Pajaro led to the evacuation of more than 3,000 residents, most of them low- to extremely low- income families. Approximately 300 residential structures were damaged or destroyed by the flood. Such significant flood damage occurred as a result of the levee breach that long after the first day of re-entry, shelter numbers remained consistently high. At the peak, close to 600 residents were sheltered at the Santa Cruz Fairgrounds shelter in Watsonville. The County very quickly exhausted all local resources to continue congregate sheltering. The County could not stop providing safe, sanitary, and secure shelter for the survivors who currently do not have viable alternatives but could not maintain the cost and staffing requirements of congregate shelter. Developing critical Care and Shelter capabilities at the local level is essential. There is a need for specific funding for dedicated shared staffing for emergency management personnel in Social Services.

Commented [TH6]: Suggestion, up to DEM. Insert here opposing efforts to make access to emergency care and shelter resources dependent on documentation, citizenship status, income qualification, or other limiting factor?

Training: The limited availability, frequency, and location of California Specialized Training Institute (CSTI) hosted courses is problematic – and available course are outdated and slow to meet changing industry standards. Additionally, funding for emergency management training to be hosted by the Operational Area is limited and very competitive. The County supports increasing appropriations for CSTI and Operational Area hosted courses.

~~Reimagine~~ Public Libraries as Disaster Hubs: There are 21 libraries in the County, 16 of which are Monterey County Free Libraries that offer ~~free tutoring,~~ free Wi-Fi and computer access, climate control, public restrooms, and County staff support. ~~and educational programs for County residents.~~ These libraries are a key source of social capital for the community, as they are trusted and familiar places for residents when searching for resources; thus, libraries are a valuable resource for disseminating pre- and post- disaster information.

Recent disaster events have highlighted the important and expanded role public libraries play in enhancing community resiliency during events and through and post-disaster recovery efforts. Libraries serve as vital information hubs to connect residents to disaster resources and services, providing free access to technology and essential information, along with physical support and known central hubs for supplies and support. The role libraries play can be greatly expanded with investments in independent/redundant power and connectivity, flexible facilities that are ADA compliant, and staff education and training. ~~(e.g., disaster protocols, first aid, CPR, AED, FEMA, etc.).~~

Medical Health Operational Area Coordinator: The Medical Health Operational Area Coordinator (MHOAC) is a role with a set of duties defined by the California Health and Safety Code Section 1797.153. These regulations task the MHOAC with responsibility for seventeen essential functions related to health and medical needs. During normal operations, the MHOAC is responsible for collaborating with local and regional emergency planners to develop and maintain medical and health disaster plans. In Monterey County, the EMS Agency staffs the MHOAC position and maintains a 24-hour-per-day, 365-days-per-year single point of contact for the program.

When the local Department of Emergency Management (DEM) activates the EOC due to a declared emergency, the MHOAC role becomes one of heightened significance. In the event of a local, state, or federal declaration of emergency, the MHOAC performs essential functions within the Operations Branch of the Emergency Operation Center (EOC) and becomes a primary point of contact for the coordination of medical and health resources between local, regional, and state authorities. Largely concerned with the procurement and distribution of necessary resources during emergencies and disasters, the MHOAC becomes increasingly vital to an effective emergency response the longer an emergency persists. The EMS Agency has worked to expand the development of processes and technical resources available to assist with this mission. The EMS Agency has expanded staffing and personnel capabilities to fulfill this role.

Key Objectives:

Support efforts that assist the County with disaster prevention, preparedness, response, mitigation, and recovery; medical and health disaster planning; coordination, response and mitigation including infrastructure and emergency response personnel, homeland security needs, and communications service expansion and interoperability.

Support efforts to fund FEMA and oppose changes that would reduce or make it more difficult for counties to qualify for FEMA reimbursements.

Support efforts to provide financial assistance to local governments and private property owners to efficiently repair homes, businesses, infrastructure, and the natural environment after disaster events. Advocate for additional funding for emergency operations planning, exercises to validate the planning process, trainings, and equipment; seek funding for emergency planning specifically addressing the safety of seniors and those with disabilities; and increase access to funding for local jurisdictions for disaster-related damages.

Support emergency management education and preparedness to underserved populations.

Support funding for expanded dispatch and web-based communication systems to allow the Emergency Communications Department to operate from multiple locations in case of disaster, pandemic, or other unforeseen circumstances.

Support the Department of Emergency Management in seeking funding and resources to implement Community Resilience Initiatives, including efforts to expand and fund public libraries' expanding role in community disaster response and recovery.

Wildfires

As the threat of wildfires has increased so has the County's need arisen to focus on fire fuel management measures and the ability to respond to Community Power Resiliency, formerly Public Safety Power Shut-off (PSPS) events – which have significant impacts on our community and local economy, often leaving large segments of the population without power for days at a time.

In the area of wildfire prevention, additional efforts are needed to protect both public and private properties. Many homeowners and businesses lack the resources to implement home hardening, vegetation removal (i.e., removal of eucalyptus tree), and other defensible space measures – and need state or federal programs or other assistance measures, such as tax incentives, to complete these important measures. Similarly, after wildfire events, efforts are needed to ease and streamline recovery efforts.

Vegetation Management Program. The CAL FIRE Vegetation Management Program has been extremely effective in the Monterey County Operational Area. The County is extremely grateful to Governor for committing resources and reducing "red tape" to efficiently and effectively conduct these projects to protect life and property.

Homeowners Insurance in High Fire Risk Areas. An estimated 10 million Californians live in wildland-urban interface (WUI) areas, leaving them especially vulnerable to the spread of wildfire. It's estimated that over 11,000 residences in Monterey County are in high or extreme fire risk zones. California has encountered unprecedented wildfire activity over the past decade. The last major fires in Monterey County were the 2016 Soberanes Fire which over 82 days burned 57 homes, 11 outbuildings, and

consumed 132,000 acres along the Big Sur coast, and the Carmel River, and Dolan fires in 2020 that consumed 179,719 acres and damaged or destroyed 130 structures.

As a result of the record claims paid out in recent years, insurers that operate in the state have been reevaluating their exposure in fire hazard areas. Insurance rates have been raised dramatically in certain areas and insurers are increasingly declining to write new policies and refusing to renew insurance even for longtime customers.

Key Objectives:

Support efforts to fund wildfire prevention efforts (e.g., fuel management) and to provide adequate resources to local governments and communication to sensitive populations to mitigate the impacts of investor-owned utilities power shut off events. Support continued funding for Community Power Resiliency and Vegetation Management programs benefiting Monterey County. Support a collaborative approach between the state, insurance providers and policyholders to develop a comprehensive program encouraging insurers to write policies in high wildfire risk areas where community wildfire risk mitigation programs meet agreed upon standards. Support policies that require insurers to offer rate reductions to homeowners that implement specified home hardening and defensible space mitigations to improve the wildfire resilience of their homes. Support state-funded and/or tax incentive programs to aid homeowners and businesses with hardening retrofits and defensible space efforts in order to mitigate individual and community wildfire risk, including mitigation efforts necessary to meet state or federal programs designed to increase insurance affordability and availability. Support efforts that aid and streamline wildfire recovery efforts. Pursue funding through Proposition 4 grant funding programs.

County Control of Emergency Medical Services

In 1980, the Emergency Medical Services (EMS) Act empowered counties to establish local EMS agencies (LEMSAs) to develop and implement EMS systems. LEMSAs oversee and coordinate a systems approach to the delivery of EMS services by both public and private providers, hospitals, and tertiary resources.

The Monterey County Emergency Medical Services Agency is a Bureau within the Monterey County Health Department and is designated by the Board of Supervisors as the LEMSA that oversees the delivery of EMS within Monterey County. A high performing EMS System consists of multiple agencies with a variety of functions working together to provide high-quality, patient-centered care to those suffering from a medical emergency.

The Monterey County EMS System is comprised of ground and air ambulance providers, dispatch/communications centers, fire and rescue service providers, hospital emergency departments, specialty care centers for trauma, stroke, and heart attack patients, and the Monterey County EMS Agency. The EMS Agency is responsible for managing and coordinating these agencies to ensure that the community receives a coordinated and appropriate EMS response when calling 911 and, ultimately, the best possible care. However, the EMS Agency's responsibilities do not stop when a patient reaches the doors of the hospital. The EMS Agency is also responsible for ensuring that our local hospitals are able to appropriately receive patients from EMS and, when needed, provide online medical direction to EMS providers in the field. Additionally, the EMS Agency has the responsibility for designation and oversight of specialty care centers for the treatment of trauma, stroke, and ST elevation myocardial infarction (STEMI) patients in Monterey County.

The EMS Agency also takes the lead in ensuring that EMS service provider agencies are prepared to respond to disasters and mass casualty incidents (MCIs) involving multiple patients. Advance preparations

include building a robust system of mutual aid partners, regulating medical supply inventories, participation in training and exercise opportunities, and drafting and editing various disaster-related plans.

Any attempts to limit the authority or move control of local EMS systems from the counties would cause significant disruption to the coordinated care that is provided in EMS systems.

Key Objectives:

Support efforts to maintain the authority and governing role of counties and their local emergency medical services agencies to plan, implement, and evaluate all aspects and components of the emergency medical services system. Support efforts to maintain the administration and medical control of emergency medical services, pre-hospital emergency medical care, and ambulance services at the county level. Support efforts to adequately fund EMS systems.

Juvenile Justice

SB 823 (2020) realigned the entirety of the juvenile justice system to counties. The success of youth, and those with the most serious risk factors and highest needs, are at the forefront of our considerations in this endeavor. The support, structure, and resources necessary for successful implementation by county probation and partners requires significant as well as ongoing investment and resources from the state. Additionally, continued implementation must account for the following tenets: 1) policies must not destabilize the system or harm local efforts where we safely supervise and treat 90 percent of the youth in the community; 2) policies must allow flexibility for probation to tailor programs, services, capacity, and delivery methods to the needs of the youth; 3) additional investments are needed to redesign and transform our existing physical spaces into more therapeutic home-like environments that is reflective of the trauma-informed work probation does with youth; and 4) funding must be stable, secure, and ongoing.

Support efforts and policies that provide resources, flexibility, and innovation for addressing the needs of youth in secure settings as well as probation's ability to transition and serve youth in less restrictive settings. Promote training and skill development that assist probation's well-trained staff to serve youth and their families.

Support policies to ensure that courts have confidence to serve youth in the juvenile system avoiding transfers to adult court. Support funding and programs to assist youth in their reentry including housing, workforce development, and education among others.

Additionally, investments in planning and modernization of county juvenile facilities are critical to ensure facilities reflect the types of environments which foster evidence-based programming and support youth in age appropriate and trauma informed ways as well as the safety of the youth and probation staff. Support policies that allow probation departments and counties to develop local responses to address the needs of secure track youth, and provide necessary funding to support critical services and programs for youth.

Adult Pretrial Services

Probation departments are working throughout the State to support the courts in their constitutional duties. Probation serves the court as a neutral party, accountable to the courts and the public, to provide

information to judicial officers prior to arraignment to maximize the safe release of defendants and provide a level of accountability for the accused to return to court. Probation's role as both a county department and as an arm of the court enables accountable, transparent, and efficient connection to the services a specific client may need to enhance safety.

Support a state pretrial system that mitigates justice by geography through a state framework that connects the court system to county services and monitoring. Pretrial services must be connected to the courts and provide confidence to courts to make safe release decisions based on informed factors. State funding for comprehensive pretrial services is necessary to provide courts with options to encourage appropriate and safe releases and should cover the full costs of enacted policies at a level that does not require county supplementation.

Violence Prevention

Support collaborative efforts to maintain and increase public safety, prevent and reduce the frequency, severity, and impact of criminal behavior on the community, and the long-term effects of violence, especially youth violence, and trauma. Support federal gun control actions to prevent death and injury. Support evidence-based approaches and services for the rehabilitation and community re-entry of juvenile and adult offenders, and strategies to deter criminal behavior and promote law-abiding lifestyle choices, and a healthy family environment. Support efforts to recognize and protect victim's rights and the restoration of justice (e.g., work of the Restorative Justice Commission) while promoting healing. Support efforts to fund County and collaborative efforts aimed at preventing and reducing violence (e.g., gang violence, domestic violence) and other law offenders (e.g., human exploitation/trafficking), recognizing a public health approach to the prevention of violence and in support of the strategies outlined in the *Building Safe & Thriving Communities Action Plan (2015).*

Gang Violence Prevention and Reduction

The County of Monterey recognizes the devastating societal impacts of gang violence – not only on the victims of gang-related crimes, but also the lives of gang members and their families and has identified gang violence prevention and reduction as a top priority. The County is committed to working with law enforcement, allied agencies, municipalities, and community-based organizations to prevent and reduce violence, especially gang violence, and promote healthy and safe communities.

County Violence Prevention and Reduction Initiatives: The County of Monterey has a full array of County-led initiatives designed to prevent and reduce gang violence utilizing a public health approach to address its underlying causes – including prevention, intervention, enforcement, and reentry initiatives (e.g., Building Safe and Thriving Communities Action Plan; Silver Star Resource Center; Striving to Reduce Youth Violence Everywhere (STRYVE); and Truancy Abatement). The County hosts an annual Youth Violence Prevention and Intervention Conference (My Life Story) geared towards youth-serving organizations and hosts youth, adult and parent panelists who share of their lived experience as a result of being impacted by gangs, violence, and system involvement. Each of these areas would benefit greatly from additional federal and state support.

County Collaborative Efforts: The County is also involved in other countywide collaborative efforts such as the Community Alliance for Safety and Peace (CASP) in Salinas, Seaside Youth Violence Prevention Task Force, Building Healthy Communities in East Salinas, the North Monterey County Community Alliance in

Castroville, Impact Monterey County, Moms Demand Action Be SMART Monterey County Chapter, and the California Cities Violence Prevention Network.

Federal Assistance for Public Safety: The County of Monterey's federal advocacy program related to violence prevention is focused on supporting U.S. Department of Justice (DOJ) programs that provide critical support to county courts and corrections, juvenile justice, and law enforcement agencies. These programs include, but are not limited to, the Byrne/Justice Assistance Grant Program, which helps counties across nation test emerging and evidence-based approaches to the public safety challenges facing their jurisdictions, and the State Criminal Alien Assistance Program (SCAAP), which reimburses counties for costs associated with the incarceration of undocumented immigrants. These DOJ programs provide critical support to the County's efforts to safely lower jail populations, fight recidivism and combat drug trafficking while providing treatment and alternatives to incarceration.

Gun Violence: Monterey County residents are adversely impacted by gun violence that results in an average of fifty deaths every year, half of whom are youth homicide victims aged 10-24 years old, and over a hundred life threatening gunshot injuries that require trauma-level hospital care. The County is committed to supporting efforts to close gaps in the current patchwork of regulation, including those gaps that enable felons, people convicted of domestic violence, children, those found to be a danger to themselves or others, and other prohibited persons to access firearms and ammunition, and those that allow the trafficking of illegal guns.

Key Objectives:

Support federal and state efforts to fund violence prevention and reduction efforts and local law enforcement programs designed to reduce violence, especially gang violence; support a public health approach for violence prevention and community-wide collaborative efforts, including school-based violence prevention efforts; support continued participation in the California Cities Violence Prevention Network. Support efforts that increase supports for community promotion of peace and equity. Support efforts that promote community programs that prevent childhood trauma and intergenerational violence, such as parenting education programs. Support efforts to enhance data-sharing between County departments and local jurisdictions. Support federal efforts to adopt stricter controls governing the sale, transfer, possession, manufacturing, and distribution of all firearms, dangerous weapons, and ammunition; support repeal of the Dickey Amendment, which complicates public health research into the causes and consequences of gun violence by the Centers for Disease Control and Prevention.

Family Violence Prevention

Violence adversely impacts all Californians, particularly those in disadvantaged communities, at disproportionate rates, and that these impacts have long-term and wide-ranging health and economic consequences for these individuals, families, communities, and state as a whole. The effects of violence in the family environment, particularly on children as victims or witnesses, both short and long-term, are well documented by research.

The existing efforts to provide services to children of parents on probation for domestic violence have been ongoing for years through several County operated and supported programs. The Child Advocate Program (CAP) operated by the Probation Department is partially funded by a First 5 grant and serves children aged 0 – 5 and their families. Mental health and emergency safe house shelter services to victims of domestic violence are coordinated by the District Attorney's Office Victim Witness Program in partnership with County Behavioral Health and community-based organizations. Due to the number of

domestic violence cases, the need to identify and intervene as soon as possible, focus a wider age range, additional resources are required to manage and limit the negative impact of domestic violence on children, victims, and the community at large. An expansion of CAP, mental health services and support of emergency and transitional shelters would assist in addressing these unmet needs.

Key Objectives:

Support efforts to build safe communities, use data-informed approaches, pursue trauma-informed care, and work with key partners to implement violence prevention strategies. Support efforts aimed at reducing multi-generational violence, including in the family and home environment, mitigating the long-term effects of violence-induced trauma, and promoting efforts and services to stabilize families, increase their self-sufficiency, and provide a healthy environment for child development.

Post-Sentence Relief and Reintegration to Reduce Recidivism

The County of Monterey provides attorney services to assist persons convicted of crimes with reintegration back into our community, including services to persons seeking to obtain post-conviction dismissals of their cases under Penal Code section 1203.4, charge and sentence reductions under Proposition 47, certificates of rehabilitation, and gubernatorial pardons. These services greatly expand the social and financial opportunities of people who may have received a criminal conviction and correspondingly decrease the probability they may reoffend. Due to the large volume of people seeking this assistance, the County would benefit greatly from additional federal and state support.

Key Objectives:
Support efforts to reduce reliance on incarceration without compromising public safety (e.g., bail reform efforts that address current socioeconomic inequities). Support efforts to reform the cash-bail system while ensuring that counties have the funding necessary for planning, pre-trial assessments, and supervision. Support funding for re-entry teams comprised of jail civilian program specialists, social workers, and eligibility workers to identify and alleviate barriers to successful reintegration into the community after release from jail. Re-entry planning would include but not be limited to obtaining housing, driver license, Medi-Cal, cash aid, and employment prior to release from county jail.

Offenders with Mental Health Conditions

Many defendants in the criminal justice system suffer from mental health conditions. In the justice system, there currently is no distinction between offenders diagnosed with a mental illness and the general population. The County of Monterey supports funding and programs designed to divert offenders diagnosed with mental illness by connecting them with treatment as opposed to incarceration. The County supports adequate funding be made available for housing and delivering comprehensive services needed to better support these offenders to address the underlying mental health condition that manifests in criminal violations.

The County of Monterey supports collaborative efforts between state and local mental health practitioners and corrections officials to host Jail Based Competency Treatment (JBCT) programs and other measures to increase capacity for incompetent to stand trial (IST) treatment in local jails. There is a long felony IST waitlist, and the County supports solutions to resolve waitlist issues. Given the pressing need to significantly shorten days individuals spend on the waitlist, the state included provisions in a budget trailer bill that would authorize the suspension of county LPS patient intake at state hospitals if IST

solutions are insufficient; a requirement to return existing LPS patients back to counties would follow. The County opposes the state utilizing this LPS "trigger/backstop" and supports efforts to develop alternative IST solutions, as well as ensuring the necessary resources and infrastructure align with any change to the division of state and county responsibilities.

In 2020, the County entered into a contract with the California Department of State Hospitals and began operating a JBCT Program in the Monterey County Jail. The County's JBCT is a regional model and serves inmates from Monterey, San Benito, and Santa Cruz Counties.

Incompetent to Stand Trial. County Public Guardians have the authority under current law to conduct conservatorship investigations and are mindful of the potential costs and ramifications of additional mandates or duties in this area. Collaboration is necessary among the California Department of State Hospitals (DSH), County Public Guardians, Behavioral Health Departments, and County Sheriffs to find secure placements for individuals originating from DSH facilities, county jails, or who are under conservatorship. A shared funding and service model is needed for complex placements, such as the Enhanced Treatment Program. Efforts must be opposed to shift financial and other liability and risk for state DSH responsibilities to counties, and instead support partnering with the state in ensuring that diversion and community-based restoration services are adequately resourced and supported while retaining access to state hospitals for the most high-risk individuals. State support is needed to establish additional secure placement options for adults and juveniles who are conserved or involved in the local or state criminal justice systems, both with capital facility investments and by eliminating statutory and administrative barriers to create local flexibility. While existing provisions allow for competency restoration to occur in community settings or in locked sub-acute care facilities (IMDs, mental health rehabilitation centers) the lack of secure placement options across the state and the federal IMD exclusion from Medicaid limit options to provide treatment for IST individuals.

Key Objectives:

Support efforts to fund programs that assist the County in addressing the needs of offenders with mental health conditions, including funding to deploy behavioral health specialists with law enforcement personnel in the community. Oppose utilizing the LPS "trigger/backstop." Support alternative IST waitlist solutions. Support efforts to fund provision of restoration services to those with pending misdemeanor charges deemed IST. Support efforts to expand funding and options to provide treatment and care, including but not limited to seeking a waiver for the IMD exclusion.

DRAFT – 3.6.26

AGENDA
Board of Supervisors on:
Friday, March 6, 2026
2026 LEGISLATIVE WORKSHOP

10:30 A.M. - Call to Order

Call for Roll Call by the Clerk

Chair, Supervisor Wendy Root Askew
Vice-Chair, Supervisor Kate Daniels
Supervisor Luis A. Alejo
Supervisor Glenn Church
Supervisor Chris Lopez

Pledge of Allegiance: ***lead by*** _____ .

Announcement of the Spanish Interpreter

Call for Additions and Corrections by Clerk

Note for Chair: Any Spanish speaking public comments when received shall be heard first in Spanish by the public speaker then the Spanish Interpreter will follow it by interpreting the comment(s) into English for the record in a consecutive mode.

1. Welcome and Introductions (Chair Askew)

- **Expected Attendees:**
  - ☐ Congressman Jimmy Panetta (Via Zoom)
  - ☐ Assembly Speaker Robert Rivas (In person)
  - ☐ Senator John Laird (In person)
  - ☐ Assemblymember Dawn Addis (In person)
  - ☐ US Senator Alex Padilla (Via Zoom)
  - ☐ US Senator Adam Schiff (Via Zoom)
  - ☐ Congresswoman Zoe Lofgren (Via Zoom)

- **Introduce the County's legislative team:**
  - ☐ Nick Chiulos, Chief Assistant CAO
  - ☐ Nicole Hollingsworth, Legislative Program Manager

- ☐ Karina Bakanovich, Management Analyst
- ☐ Ashley Walker, state legislative & funding advocate - Nossaman LLP
- ☐ Maria Tripplaar & Katlyn Koegel, federal legislative advocate - Ballard Spahr LLP

2. Review of Agenda and Objectives (Legislative Committee Chair, TBD)

- **The purpose of the annual Legislative Workshop is to:**
  - Provide information on the County's priority legislative and funding needs;
  - Hear from our legislators on their priorities related to Monterey County;
  - discuss how we can work together on these issues in 2026

3. State of the County (CAO, Sonia De La Rosa)

- **State of the County**
  Presenter: Sonia De La Rosa, County Administrative Officer

4. County Priority Presentations

a. San Lucas Clean Drinking Water, SRPS, and Road Improvememts
Presenter: Randy Ishii, Director, Public Works, Facilities and Parks

b. Nacimiento and San Antonio Dams and Reservoirs Safety Projects, Reclamation Ditch Restoration Project
Presenter: Ara Azhderian, General Manager, MCWRA

c. Impacts of H.R.1 on Monterey County Healthcare Services
Presenters: Elsa Jimenez, Director, Health
Roderick Franks, Director, Department of Social Services
Dr. Chad Harris, CEO, Natividad

d. FEMA Reimbursements
Presenter: Kelsey Scanlon, Director, Emergency Management

5. Remarks by Board of Supervisors Regarding 2026 Priorities

- **Remarks from board members**
  a. Supervisor Luis Alejo – *District 1*
  b. Supervisor Glenn Church – *District 2*
  c. Supervisor Chris Lopez – *District 3*
  d. Supervisor Wendy Root Askew – *District 4*
  e. Supervisor Kate Daniels – *District 5*

6. Remarks by State & Federal Legislators on Their 2026 Priorities that Relate to Monterey County

- **Remarks from legislators**
  a. Congressman Jimmy Panetta
  b. Congresswoman Zoe Lofgren
  c. Assembly Speaker Robert Rivas
  d. Senator John Laird
  e. Assemblymember Dawn Addis
  f. Margaret Arechiga, District Director, to US Senator Alex Padilla
  g. Colleen Oinuma, Deputy State Director, to US Senator Adam Schiff

7. Roundtable Discussion

8. Board Direction to Staff

9. Public Comment on Agenda Items

Adjournment

Monterey County 2026-27 Federal CPF Priorities

At the November 10, 2025, Legislative Committee meeting, the Committee provided direction on recommended projects to submit if the County is allowed to submit Federal Community Project Funding (CPF) requests in 2026, for FY 27. Due to recent changes in the Administration, House and Senate, it is uncertain whether the County will be invited to submit CPF requests in 2026, and if so, those opportunities are likely to be more limited than in past years. The County was able to submit a limited number of requests for FY 26, and those applications are still in flux. The County should be prepared to pursue these opportunities if/when they become available. Frequently, the County is given very little notice to prepare CPF requests for submission, so staff seek the Committee's recommendation and Board's approval to work on and submit the projects identified, and ranked, in advance of the invitation for submission.

The projects recommended, in order of priority, were:

1. **San Lucas Clean Drinking Water Project - $TBD**
   This project would secure funding for a long-term project that provides a reliable source of safe, clean drinking water to the small, disadvantaged community of San Lucas.
   - The project is located in Congressional District 18

2. **Nacimiento and San Antonio Dams and Reservoirs Safety Projects - $TBD**
   This project would provide flood management, water supply, groundwater recharge, fish habitat, recreation, and other benefits relating to the Nacimiento and San Antonio Dams and Reservoirs, in compliance with federal and state "Safety of Dams" mandates. The exact scope of the discrete project is still being determined by the Monterey County Water Resources Agency as well as the related federal funding request amount.
   - The projects are located in Congressional District 18

3. **Nacimiento Lake Drive Repaving Project - $2.1 million**
   This project proposes to repave approximately 2 miles of Nacimiento Lake Drive, the only land access route to Nacimiento Lake Resort for both emergency responders and recreational users, and the primary route to and from Paso Robles for local residents.
   - The project is located in Congressional District 19 and regularly serves constituents from Congressional Districts 18 and 24.

4. **Reclamation Ditch Restoration- $500,000**
   This project would fund restoration efforts for the "Reclamation Ditch," which is a series of channels and water-management infrastructure. The primary objective of the Reclamation Ditch is to protect life and property and to reduce the suffering that could be caused by storm events. In addition, it receives irrigation return water from adjacent farmlands and provides drainage service to an area of approximately 168 square miles.
   - The Reclamation Ditch is located in Congressional Districts 18 and 19

5. **Porter-Vallejo & Mansion Historical Restoration Project- $3,500,000**
   This project is a vital and valuable resource for the Pajaro community. The Porter-Vallejo Mansion is a 3-story historic building and the home to the Pajaro Library, located on the first floor. The Historic Mansion is located at 29 Bishop Street in Pajaro, California, and it holds a National Register of Historic Places designation. In March 2023, the area was devastated by floods, causing water damage throughout the structure. In the aftermath,

residents identified this project as one of the top priorities for their community. This project will focus on remodeling the interior of the mansion's second and third floors. This will involve structural modifications to accommodate a lift, ensuring access to all levels, along with ADA upgrades and the addition of restrooms throughout the building. Enhancements will also include the construction of an exterior egress stair, two tensile shade structures, and a reading circle in the mansion's South yard. The updated second and third floors will expand the library's programming capacity by incorporating a lactation room, accessible restroom, meeting room, staff offices, and comfortable seating areas for patrons.

-The project is located in Congressional District 18

6. **Salinas Regional Soccer Complex - $TBD**

This multi-phased project would continue the significant expansion of the Salinas Regional Soccer Complex, which is committed to fostering positive youth development and promoting health and wellness, and will provide equitable access to safe, family-friendly outdoor facilities and programming. The specific elements of this project for which federal funding would be requested is currently being finalized but may include stadium seating for 2,500; bathroom facilities; scoreboard; and, the remaining required underground infrastructure, including all utilities.

- The project is located in Congressional District 18.

7. **Salinas Skate Park and BMX Pump Track - $500,000**

The project would construct a new 22,250 square foot regional Bike and Skate Park serving Monterey, San Benito and Santa Cruz Counties. Located in densely populated East Salinas, the site will be linked by several multi-use trails connecting the project to some of the most underserved neighborhoods and schools. The construction of the track will benefit the surrounding recreational features at the campus (Veterans Memorial Park, Carr Lake, Natividad Creek Park, Twin Creeks Golf Course/ First Tee, and the Salinas Soccer Complex).

- The project is located in Congressional District 18.

Project/Issue	Federal CPF Request
San Lucas Clean Drinking Water	1
Nacimiento and San Antonio Dams/Reservoirs Safety Projects	2
Nacimiento Lake Drive Repaving Project	3
Reclamation Ditch Restoration	4
Porter-Vallejo & Mansion Historical Restoration Project	5
Salinas Regional Soccer Complex	6
Skate and Bike Park	7

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MEMORANDUM

TO County of Monterey Board of Supervisors

FROM Ballard Spahr LLP

DATE January 9, 2026

RE Legislative Program: 2025 Federal Advocacy Report

Introduction

The First Session of the 119th Congress faced considerable challenges in reaching consensus and advancing legislation. From a purely numbers perspective, Congress enacted only 222 pieces of new legislation in its First Session—on par with the limited 224 bills enacted during the Second Session of the 118th Congress—even though Republicans now hold a narrow majority in the House and a majority in the Senate. Budget reconciliation and matters impacting the federal budget were two defining themes for this Congress. While lawmakers were able to agree to a clean continuing resolution to fund the federal government for FY2025, they were initially unable to reach a consensus for FY2026, resulting in a historically long government shutdown. Eventually, Congress came to an agreement to pass a clean continuing resolution through January 30, 2026, along with three appropriations bills. As of the time of writing, appropriators have announced a plan to enact the remaining appropriation bills, and we will continue to track the impact of the appropriations process for the County.

The most significant piece of legislation by far this Congress is the One Big Beautiful Bill Act (OBBBA), which Congress passed on July 3, 2025. OBBBA sought to re-balance the federal budget and included many permanent extensions of provisions of the Tax Cuts and Jobs Act, the elimination of taxes on tips and overtime pay, along with the expansion of HSA eligibility and childcare credits. OBBBA also contained several elements that Republican leadership has referred to as "savings" provisions, while Democrats maintain that these are funding cuts notably, to Medicaid and the Supplemental Nutrition Assistance Program (SNAP). From the County's perspective, the policies will affect already thin margins at rural healthcare facilities and local governments, which will be burdened with the task of filling the funding gaps.

Most federal impact in 2025 came from action and policy change in the Executive Branch. In the first days after taking office, President Trump issued several executive orders which sought to rescind previous executive orders, implement a funding freeze, and restore in-person work policies. These orders were followed by an effort to decrease the federal workforce and eliminate non-statutory functions of agencies to "reduce the size" of the federal bureaucracy. For the County, this brought challenges to on-going efforts to obtain federal funds with agencies, such as FEMA, moving at half the normal speed.

In addition, the Administration imposed many new tariffs affecting trade policy and acutely impacting the agricultural industry. While the tariffs led to many new trade deals, they have also significantly strained the United States-China trade relationship. Exports to China have dropped by over half and the country has not purchased a single cargo of soybeans for this season. To support farmers, the administration, through its U.S. Department of Agriculture, announced a $11 billion stop-gap measure for row crop farmers at the end of 2025. The Ballard team is continuing to monitor the impact of tariffs and other federal action on farmers, specifically farmers in California's central valley.

Despite challenges and uncertainties for the County with the rapidly changing federal landscape, we worked closely with the Legislative Committee and County staff to address federal policy priorities with the County's Congressional delegation. The following is a summary of our federal advocacy efforts on behalf of the County and policy updates on key federal issues included in the 2025 Legislative Program.

<u>Engagement with Monterey County Officials</u>

- **BOS Legislative Workshop**

  The Ballard team virtually attended the Board's Legislative Workshop in February. We also assisted County staff with the preparation of issue briefs for the meeting and secured the attendance of representatives from the County's congressional delegation, including representatives from Senator Schiff's office and Representative Lofgren's office, and virtual attendance by Representative Panetta.

- **Legislative Committee**

  The Ballard team provided monthly written and oral reports to the Legislative Committee on federal matters impacting the County.

<u>Summary of Legislative Advocacy</u>

- **Community Project Funding**

  In the Spring of 2025, the County submitted nine Community Project Funding/Congressionally Directed Spending requests (CPF/CDS or "earmark" requests)

to the Congressional delegation as part of the FY2026 appropriations process. Representative Lofgren championed two projects: San Lucas Clean Drinking Water and Salinas Regional Soccer Complex, which have both successfully passed out of committee. While the appropriations process is not yet complete, the San Lucas project has a draft funding level of $1,092,000 and the soccer complex has a draft funding level of $500,000. Senator Schiff also championed the San Lucas clean Drinking Water project at the $3,668,000 level, but it did not pass out of committee. Additionally, Senator Padilla championed the Nacimiento and San Antonio Dams and Reservoirs Safety Project at the full $6,000,000 level, which is still pending in committee. As of this writing, the FY2026 appropriations process is still underway and we hope for full funding, including earmarks, by the end of January when the current continuing resolution (CR) expires, although the CR may be extended.

- **Support for Federal Legislation**

In accordance with the County's Legislative Platform, the Ballard team recommended action on several pieces of federal legislation. As a result, the Board of Supervisors officially supported twenty-four pieces of federal legislation which would benefit the County and opposed one, which would be detrimental to the County if enacted. A detailed federal bill and issues track is attached for further reference.

- **Federal Budget and Funding**

The County of Monterey had several concerns related to Executive Branch action and federal funding in 2025. The Ballard lobbying team regularly helped the County communicate these concerns to the Congressional delegation. In February, in response to a memorandum from the Office of Management and Budget stating that "Federal agencies must temporarily pause all activities related to obligation or disbursement of all Federal financial assistance," the lobbying team coordinated a letter to the federal offices advocating against this action and outlining the harmful effects on the County.

In May, after discovering that the Environmental Protection Agency intended to cancel a grant to the Community Water Center for the Pajaro Sunny Mesa Water Consolidation Project, the Ballard team advocated with the federal delegation against this cancellation and continued to communicate the impact. Likewise in June, when it looked like Supplemental Nutrition Assistance Program (SNAP) benefits would be cut in budget reconciliation, the lobbying team quickly informed Representatives Lofgren and Panetta of the County's position and advocated against the bill's cost shifting provisions in advance of the House vote. Later, the Ballard team drafted and sent a letter to the delegation formalizing the County's opposition to bill provisions which would cut funding for federal safety net programs and urging the delegation to protect federal funding for programs like Medicaid, SNAP, CalFresh, TANF, and CalWORKs.

In July, the Ballard team expressed to the Congressional delegation the County's concern for protecting funding for the Migrant Education Program, which was eliminated in the President's draft FY2026 budget. And in August, the team advocated with the

Congressional delegation to urge OMB to release impounded education categorial funding. Representative Lofgren responded to these advocacy efforts, expressing her support for the programs—particularly as they impact the County of Monterey—and reiterating her commitment to advocating for this funding. She also outlined her efforts to help release the allocated education categorical funding, leading all California House Democrats to contact OMB and advocate for the release of funds.

- **FEMA Reimbursements**

In 2025, the Ballard team continued to coordinate outreach to the federal delegation regarding the appropriate communication with USACE and FEMA in order to facilitate reimbursement of expenses related to the 2023 and 2024 winter storms and Covid-19 response.

During the January and March 2023 storm events, Monterey County sustained over $80 million in damages. The successive impacts of these storms have posed immense challenges. The magnitude of impact to the County cannot be overstated. Storm impacts were spread across the entire geographical expanse of the County, resulting in widespread flooding, large scale evacuations, major road closures, destruction of residential and commercial property, massive economic impacts, and extensive infrastructure damages. Across both storm events, widespread infrastructure damages have strained local resources and necessitated the monumental task of rebuilding and restoring the County's infrastructure.

In March 2025, communication between the County and FEMA regarding the storm reimbursements had stalled. The agency had requested additional information regarding the County's procurement methods but did not respond after the County provided the material. The Ballard team coordinated contact with the federal Congressional delegation to induce FEMA's response. On August 19, 2025, the County received FEMA grants to reimburse expenses related to: Project 747876, Right of Way debris removal for the community of Pajaro, and Project 748698 the March 2023 Emergency Operations Center. The County received reimbursements of $1,201,748.53 for Debris Removal Operations and $2,929,216.18 for emergency protective measures.

In response to the Covid-19 pandemic, the County utilized contract services to participate in the Great Plates Delivered Program. The program was designed to support adults 65 years of age or older or adults 60-64 years of age who are at high risk from COVID-19, to receive healthy and nutritious meals by delivery. All work and costs in this project fell between 11/23/2020 and 7/9/2021. Total project costs are $3,060,968.00.

On April 3, 2025, FEMA announced Federal grants for the State of California. This funding included $3,060,968.00 in federal funding to Monterey County for emergency protective measures as a result of FEMA-DR-4482-CA (COVID-19 Pandemic). This funding was provided under authority of Section 403 of the Robert T. Stafford Act and total project costs were funded at a 100% federal cost share.

The Ballard team will continue to liaise between County staff and the County's Congressional delegation and facilitate the FEMA partnership as all stakeholders work toward reimbursement of the remaining projects, which are expected in the near future.

- **CRFREE**

The County secured FY2024 Community Project Funding to close a funding gap for this project. In February 2025, it was brought to our attention that Public Works, Facilities, and Parks had not been contacted by the Federal Highway Administration or the State Department of Transportation with any guidance about how to access the FY2024 funding for the CRFREE project. On February 27, 2025, the Ballard team met with Representative Panetta's staff to address concerns related to the CPF awarded for CRFREE, and to obtain additional information about the reimbursement requirements.

On March 13, 2025, Caltrans reached out to County staff and requested that the County complete and submit a specific form so that Caltrans can distribute the funds to the County for the CRFREE Project. On July 16, 2025, the Ballard team confirmed that the County received a $1,000,000 grant from Caltrans. Then, in September 2025, PWFP staff confirmed that FEMA was working to release funds, currently processing a Finding of No Significant Impact. However, due to federal funding cuts, the agency is reportedly operating at about half its normal speed. Despite the slowdown, the process is still moving forward as anticipated.

The Ballard team will continue to monitor the status of federal funding and work with the federal delegation through any roadblocks to access funding.

- **Roads and Highways**

In June, PWFP informed us that it was applying to the Department of Defense, Defense Community Infrastructure Program for funding for the Jolon Road Safety Improvement Project. To support and strengthen the application, the Ballard team reached out to all four offices in the federal delegation to obtain letters of support for the project. We successfully secured letters from all four Congressional offices.

Similarly, in September, PWFP reached out about an application to the CalOES/FEMA Hazard Mitigation Grant Program for the Scenic Road Protection Project. Given that the project site is in Representative Panetta's district, the Ballard team again strengthened the application by obtaining a support letter from Representative Panetta for the County to submit along with its application.

Finally, Representative Lofgren was in County in late November and received a presentation from PWFP on updates for projects which she has previously supported along with a brief on other project priorities. Representative Lofgren took particular interest in the Nacimiento-Fergusen Road and Jolon Road improvement projects. The Ballard team is following up with Representative Lofgren's office to explore potential funding solutions for these projects.

- **National Outer Continental Shelf Oil and Gas Leasing Program**

The U.S. Department of the Interior began developing the 11th National Outer Continental Shelf Oil and Gas Leasing Program in 2025 to be implemented by October 2026. The County is a longtime opponent to offshore oil and gas drilling, and the Ballard team helped the County of Monterey take multiple avenues to communicate its stance to stakeholders in the federal government.

The County is concerned with both the environmental and economic impacts of the program after a 2021 a ruptured pipeline from an existing oil well spilled more than 25,000 gallons of crude oil into the ocean and onto the beaches of Orange County. In addition, the County's economy relies on a healthy coast for its tourism, recreation, fisheries, deepwater port commerce, and Department of Defense infrastructure. According to the National Oceanic and Atmospheric Administration (NOAA), California's marine economy alone accounted for $51.3 billion in GDP and $26.7 billion in wages in 2021. The economic well-being of these sectors is dependent upon a healthy and clean coastline. Further industrialization off California's Central Coast will inevitably pollute beaches, spelling disaster for California's economy and detrimentally impacting the rest of the country, which relies on California as an economic engine.

Given the importance of maintaining its coastline to the County, the Ballard team suggested that the County of Monterey support two pieces of federal legislation: the Central Coast of California Conservation Act and The Outer Continental Shelf Lands Act. The County submitted a letter supporting the Central Coast of California Conservation Act which would prohibit oil and gas leasing off the Central California Planning Area. The County also supported The Outer Continental Shelf Lands Act which would permanently prohibit oil and gas exploration, development, and production on the outer Continental Shelf off the coast of California, Oregon, and Washington.

In addition to letters regarding pending legislation, the Ballard team drafted comment letters on behalf of the County of Monterey to submit directly to the U.S. Department of the Interior, Bureau of Ocean Energy Management opposing the 11th National Outer Continental Shelf Oil and Gas Leasing Program. The Ballard team first submitted a comment letter on August 14, 2025, in opposition to the proposed program. Then when the Department of the Interior released a draft program, on behalf of the County, the Ballard team drafted and submitted a comment letter in opposition to reiterate the County's position. The Ballard team will continue tracking the developments related to the development of the Oil and Gas Leasing Program and update the County at each step.

Outlook for 2026

The focus of 2026 will be the mid-term elections in November. With the sudden death of Representative Doug LaMalfa (R-CA) and the resignation of Marjorie Taylor Greene (R-GA), the slim Republication majority in the House recently shrunk to 218-213. Historically,

mid-term elections favor the party which is not in power, and early opinion polls show voters favoring Democratic candidates. But, given the slim margins and substantial time until Election Day, either party may win the House majority, effective in 2027. For 2026, Representative Mike Johnson and Senator John Thune will retain their roles as House Speaker and Senate Majority Leader, respectively. House Minority Leader Hakeem Jeffries and Senate Minority Leader Chuck Schumer will also retain their current roles in the Second Session of the 119th Congress.

As for the County's federal Congressional delegation, Representative Jimmy Panetta will continue to serve on the House Committee on Ways and Means and the House Committee on the Budget. He will also continue to serve as the Chief Deputy Whip for House Democrats. Representative Zoe Lofgran will continue to serve as Ranking Member of the House Science, Space, and Technology Committee, which has jurisdiction over much of the non-defense Federal research and development portfolio, including programs at DOE, EPA, NASA, and NOAA. She will also serve on the House Committee on the Judiciary (including the Subcommittee on Immigration and Citizenship; Subcommittee on Courts, Intellectual Property, and the Internet; and Antitrust, Commercial, and Administrative Law).

Senator Padilla will continue to serve as Ranking Member on the Committee on Rules & Administration. He will also serve on the Senate Committee on The Judiciary (including the Subcommittee on Immigration, Citizenship, and Border Safety); the Committee on The Budget; the Committee on Environment and Public Works; and the Committee on Energy and Natural Resources. Senator Schiff also serves on the Senate Committee on the Judiciary and three Subcommittees including: Intellectual Property; The Constitution, Privacy, Technology, and the Law; and Antitrust, Competition Policy and Consumer Rights. Senator Schiff will also continue serving on the Committee on Environment & Public Works, the Committee on Agriculture, Nutrition & Forestry, and the Committee on Small Business & Entrepreneurship.

While the 2026 midterms will certainly influence the political landscape, we are hopeful that the existing federal legislature will find enough common ground to pass the remaining appropriations bills by the end of this month and early into 2026. Right now, there is a good chance that these bills will include the draft funding levels for the two Monterey CPF projects. We remain hopeful that the third project will receive an allocation in the Senate. The House passed three additional appropriations bills on January 8, 2026, which will now advance to the Senate for action, and appropriators are giving early indications that the remaining bills may pass before the continuing resolution (CR) expires on January 30, 2026. That said, if any of the remaining appropriations bills are not enacted prior to the expiration of the CR, Congress must pass another CR to keep the federal government fully open after January 30th. While Congress is focused on FY2026 funding, the Ballard team is currently preparing projects to submit in the FY2027 earmark process, which we expect to proceed as it has in previous years.

Finally, of key concern for the County, and the subject of most advocacy above, are the continued executive actions and policies that are proposed and that have been implemented

under the Trump Administration. We understand that Executive Orders (EOs), altered federal funding parameters, and agency action have been the subject of dynamic discussion at Legislative Committee meetings and within the Board of Supervisors. These concerns have also been echoed by County staff in every department. We want to reiterate our commitment to advocating on behalf of the County to the Congressional delegation to ensure there is partnership to reflect the County's priorities. We are also committed to advocating for the County's interests and values to other stakeholders in the federal government, such as through submitting comment letters, when appropriate. In speaking with the Board of Supervisors and the County's Department Heads, we have been provided with clear guidance of the County's priories as outlined within the Legislative Platform. The Ballard Spahr team will continue to monitor and provide counsel to the County on any Congressional and Executive action, which is misaligned with the County's values, as well as on other priorities as directed in its Legislative Platform.

Attachment(s):

Federal Bill/Issues Track

NOSSAMAN LLP | Memorandum

TO: Monterey County Board of Supervisors

FROM: Ashley S. Walker, Senior Policy Advisor

RE: Legislative Program: 2025 Annual Report

DATE: January 26, 2026

I. Introduction

Nossaman LLP is honored to represent the County of Monterey before the State Legislature, and advocate on priority issues outlined in the County's Legislative Program. We look forward to continuing our success and work together, in partnership with the County, as we enter into what is sure to be another interesting and demanding legislative year.

II. Summary of Legislative Advocacy Actions in 2025

Nossaman collaborated with the County on the following legislative advocacy actions:

- **Monterey County's 2025 Legislative Advocacy Fast Facts:**
  - Reviewed 2,250 bills for potential impacts to the County.
  - Drafted 85 position letters and/or memos on proposed legislation; over double the letters from 2024.
  - Supported 25 bills.
  - Opposed 8 bills.
  - Advocated on 12 state budget proposals and/or other policy issues outside of specific legislation.

- **State Budget Funding Request:** Nossaman worked with the County to ensure our Legislative Delegation was aware of our local funding needs. submittal of budget proposals for the 14th Senate District. The Board of Supervisors agreed to prioritize a clean drinking water project for the community of San Lucas, should there be an opportunity for State Budget funding. The final enacted budget included $4 million for a clean drinking water solution for the community.

- **Other State Budget and Policy Issues:** Nossaman kept the County updated on all relevant state budget proposals throughout the year, including the Governor's January proposal, the May Revise, and the Legislature's negotiation with the Governor and Administration on the final enacted budget. We worked with the County on the following state budget proposals or other policy issues, outside of advocating on specific legislation.

Subject	Description	Action
MISCELLANEOUS		
San Lucas February 2025 Engineering Report	Comment letter from Board of Supervisors supporting Alternative 4 – Wellhead Treatment with New Well Drilling,	3/20/25 letter to the Division of Drinking Water

Subject	Description	Action
	specifically with Sub-Alternative B – Physical and/or Managerial Consolidation with Cal Water.	
CPUC: Battery Energy Storage System (BESS) Facilities Safety	Letter to CPUC to raise concerns about the safety and regulatory oversight of battery energy storage system (BESS) facilities in California.	5/7/25 letter to CPUC and cc'd to County State and Federal delegation.
AB 1439 Implementation Letter to CTCAC	Letter to CTCAC expressing support for the timely and effective implementation of AB 1439.	8/15/25 letter to CTCAC State Treasurer Fiona Ma and cc'd to County state delegation.
STATE BUDGET		
Budget Funding to Defend California Values.	County of Monterey Board of Supervisors letter supporting funding for any and all efforts to allocate state budget funding toward legal fees necessary to defend California against any threat from the incoming Trump Administration on immigration, abortion access, civil rights, and climate change.	12/5/24 letter to Governor Newsom, Senator Laird, Assembly Speaker Rivas Assemblymember Addis, Senator Scott Weiner, Assemblymember Jesse Gabriel, Senate Budget Committee, Assembly Budget Committee.
Budget Funding SB 72 (Caballero) California Water Plan Budget Request	County of Monterey Board of Supervisors letter supporting the Budget allocation of $6.8 million in ongoing funds for 5 years, and $3.4 million ongoing for the Department of Water Resources (DWR) to update and modernize the California Water Plan and develop long-term targets for the state's future water supply, in support of SB 72.	2/10/25 letter to Senators Weiner and Allen and Assemblymembers Gabriel and Bennett along with County delegation, CSAC and RCRC.
Budget CDPH: Future of Public Health & myCAvax	County of Monterey Board of Supervisors letter supporting the California State Association of Counties' (CSAC) request that the Legislature provide $44 million ongoing in the General Fund for the California Department of Public Health (CDPH) California Vaccine Management System, also known as myCAvax.	3/12/25 letter to Senator Weber and Assemblymember Addis.
Budget CalWORKS	Letter from CAO of County of Monterey requesting support for a one-time investment of $245 million for county administration of the CalWORKS program to address critical and persistent underfunding of the program.	4/7/25 letter sent to members of Senate and Assembly Budget Subcommittees on Health, with copies to County delegation, RCRC, CSAC, CWDA.
Budget	Letter from CAO of County of Monterey requesting that the budget methodology for county administration of the In-Home	4/7/25 letter sent to members of Senate and Assembly Budget Subcommittees on Health, with

Subject	Description	Action
In-Home Support Services (IHSS)	Support Services (IHSS) program be updated at the May Revision to address longstanding underfunding.	copies to County delegation, RCRC, CSAC, CWDA.
Budget **Support of 211 Services in the 2025-26 Budget**	County of Monterey Board of Supervisors' letter supporting $20 million in one-time State General Funds to strengthen critical 211 services and access to essential resources for Californians in need.	5/13/25 letter to Governor Newsom, Senator Wiener, Senator Weber Pierson, Assemblymember Jackson, Assemblymember Gabriel, CSAC and RCRC.
Budget **2025-26 Budget Priorities**	Letter to Governor detailing County of Monterey's Fiscal Year (FY) 2025–26 budget priorities, and in response to the May Revision and the projected effects on programs and services, warrant the following appropriations and inclusion in the 2025 Budget Act	6/4/25 letter to Governor Newsom.
Budget **CalFresh Budget Investments Needed to Mitigate Dire Impacts from H.R. 1**	County of Monterey Board of Supervisors letter urging immediate action in response to the damaging federal changes enacted under House Resolution 1 (H.R. 1) to the Supplemental Nutrition Assistance Program (SNAP, also known as CalFresh in California).	8/29/25 letter to Assembly and Senate Budget Committee Chairs and Vice Chairs.
Budget	County of Monterey Board of Supervisors letter urging support on SB 144 a new Budget Bill re California Vaccine Recommendations.	8/10/25 letter to Governor, Senator Wiener and Speaker Rober Rivas.

- **Positions on Legislation:** The County took 33 positions on bills in 2025. Nossaman worked with the County to draft position letters and memos based on feedback from county departments, worked with statewide organizations in coalitions where relevant, coordinated meetings with Members and staff to relay our positions, and testified in all policy and fiscal committee hearing as bills we had position on were being heard.

- **Other Advocacy Efforts:**

    - **Immigration Rights Ad Hoc Committee:** With Supervisors Alejo and Lopez' leadership, the Immigration Rights Ad Hoc Committee continued the County of Monterey's longstanding priority to protecting immigration rights. Nossaman continued to monitor legislation and policy that support the County's efforts.

    - **Special Session:** In response to the Los Angeles County wildfires, the Governor swiftly opened his special session focused on "Protecting California Values from the Trump Administration," to include wildfire recovery. The Legislature passed, and the Governor signed a $2.5 billion package for wildfire recovery in January 2025. The Legislature also passed two budget bills in the Special Session related to defending California values, that the County supported and the

Governor signed, that funded litigation expenses for the California Department of Justice against the Trump Administration.

- **Proposition 4 Hearings and Advocacy**: The County supported Proposition 4, the Climate Bond, and were engaged and monitored all related legislative hearings about the rollout of those funds. We reported back all relevant information to the County and suggested and implemented advocacy strategies to support funding being allocated as quickly as possible.

- **May Revise Letter:** Once the May revision was released, Nossaman worked with the County to submit a letter to the Governor detailing our budget priorities, including:
  - Request for funding allocations for Homeless Housing, Assistance, and Prevention (HHAP) programs;
  - Request for dedicated funding for Proposition 36;
  - Support for the May Revise' myCAvax allocations;
  - Providing In-Home Supportive Services (IHSS) - Administrative Rebase Funding;
  - Funding request for 2-1-1 Services; and
  - Funding request for Medi-Cal, SNAP, CalWORKs, and other vital social welfare programs.

- **California State Association of Counties (CSAC) Letter – Victims of Crime Act (VOCA):** With ongoing instability in federal funding, the future of services funded by the Victims of Crime Act (VOCA) remains uncertain. CSAC has asked the County of Monterey to sign onto a coalition letter to the governor and key State Legislators requesting $97 million in one-time funding to bridge the gap in federal funding for victim services and prevent the catastrophic impact that decreased federal funding will have on survivors of crime.

- **Dam Safety Coalition Update:** Nossaman continued to participate as an active member of this coalition on behalf of the County. The County and WRA signed on to urge the Administration and Legislature to allocate dam safety funding in Proposition 4, in the 2025-26 fiscal year.

- **Engagement with County Board of Supervisors and Staff:** Nossaman met with each Member of the Board of Supervisors to ensure our legislative program reflects the Board's vision. Nossaman met regularly with County staff in varies Departments to provide updates on state legislation and our advocacy efforts.

- **Engagement with CSAC and RCRC:** Nossaman attended weekly legislative meetings with CSAC and other county advocates. In these meetings, we discussed the most important issues facing counties and coordinate strategy for supporting, opposing or amending legislation or budget proposals. Nossaman also kept in communication with RCRC staff regarding their legislative priorities on rural county related issues.

- **Engagement with Legislative Delegation and Staff:** Nossaman met with the County's legislative delegation and/or staff regularly to discuss legislative proposals and positions, budget requests and issues, and priority projects within the County. Additionally, Nossaman assisted the County coordinating topics for discussion at the annual Legislative Workshop.

- **Governor Newsom's Actions and Executive Orders:** Nossaman kept the County informed of anticipated or signed actions and/or executive orders that the Governor and Administration put forth that impacted the County.

III. Looking Ahead in 2026

While the Legislature and Administration accomplished some significant policy and fiscal goals in 2025, Sacramento will be as busy as ever in the coming year with several anticipated hot policy topics. The 2026 legislative session reconvened on January 5, 2026.

As California enters 2026, state leaders are expected to confront a challenging policy agenda impacted by fiscal constraints, climate imperatives, and persistent affordability pressures. With the Governor and Legislature navigating a post-surplus budget environment, debates will center on how to sustain critical public investments while addressing slowing revenues, rising program costs, and growing demands on state and local governments. Counties will continue to play a central role in implementing state priorities, particularly in health and human services, housing, transportation, and climate resilience.

Fiscal policy will be a dominant theme in 2026. Members are likely to revisit long-term budget sustainability, including the structure of ongoing programs funded during prior surplus years, the balance between one-time and ongoing expenditures, and the growing cost pressures associated with Medi-Cal, homelessness programs, and behavioral health reforms. Pension obligations, infrastructure backlogs, and the impact of economic volatility on state revenues will further shape negotiations between the Governor and Legislature.

Housing and homelessness remain at the forefront of the state's policy agenda. In 2026, the Legislature is expected to continue debating strategies to accelerate housing production, refine accountability frameworks for local governments, and expand behavioral health and supportive housing models. Counties will be closely involved as the state evaluates the effectiveness of recent housing laws, homelessness funding programs, and the implementation of major reforms such as CARE Court and Proposition 1–related investments in behavioral health infrastructure.

Climate, energy, and transportation policy will also be hot topics. The state is expected to advance discussions around meeting aggressive greenhouse gas reduction targets, strengthening climate adaptation and wildfire resilience, and modernizing transportation systems. This includes continued debate over funding for transit, roads, and zero-emission vehicle infrastructure, as well as the implications of state climate mandates for rural, coastal, and agricultural communities.

NOSSAMAN LLP | Memorandum

TO: Monterey County Board of Supervisors

FROM: Ashley S. Walker, Senior Policy Advisor

RE: Strategic Grant Services Program: 2025 Annual Report

DATE: January 27, 2026

I. Introduction

The Strategic Grants Services Program (SGSP) was created by the Board of Supervisors in recognition of the need to concentrate funding efforts on the County's highest priority needs and projects. Nossaman began working with County's CAO-Intergovernmental & Legislative Affairs Division (IGLA) in September 2014 on the new program to enhance the County's success at securing grant funding. Nossaman works in close collaboration with the IGLA office to align our efforts with the County's Legislative Program.

Projects that Nossaman has/or will work on is based on the following criteria:

- Alignment with the Board's Strategic Initiatives & Milestones.
- Alignment with the Board's Legislative Priorities.
- Need for support from the County Department overseeing the project.
- Availability of grant funding.
- Ability to meet grant requirements.
- Grant matching fund requirements.
- Analysis of the ability to develop a competitive grant application.

Nossaman engages on a regular basis with County Departments to provide feedback and suggest strategies regarding funding needs for priority projects. Often times this preparation work sets up projects for future funding opportunities, such as upcoming bond programs.

II. Summary of Accomplishments in 2025

The SGSP has been a very successful partnership between the County and Nossaman over the years. A summary of our accomplishments in 2025 include:

- **Total Grant and Funding Secured since September 2014:** Worked with County Departments to secure a total of **$74,117,446** for high priority projects.

- **Total Funding Secured in 2025: $4 million** for a clean drinking water solution in the community of San Lucas.

- **Total Pending Grant and State Funding in 2025:** Worked with County Departments to submit and/or gather support for pending grant applications totaling **$32,294,618.**

- **Alerts:** Nossaman and the IGLA office alerted varies county department of varies funding opportunities on 38 occasions, that may be of interest to those departments and nonprofit

partners on topics such as homelessness, water, climate adaptation, public health, affordable housing, parks, and public safety.

- **Grant Application Support Letters: Coordinated** securing 8 grant application support letters for varies projects benefiting the County.

- **Funding Needs:** Consulted with all department heads and Supervisors to collect updated information on critical unfunded projects within the County.

- **Strategic Grant Services Program Work Plan:** Under the guidance of the Board's Legislative Committee and in collaboration with departments, we developed a work plan for calendar year 2025.

III. Strategic Advice and Funding Related Assistance Provided on Projects

Nossaman regularly assists with on-going County projects in need of funding and provides research on grant opportunities at the request of Supervisors and/or Department heads. These efforts don't necessarily result in the immediate submission of a grant application, but rather lay the groundwork for future funding opportunities. Below is an outline of the projects we worked on in 2025.

- **San Lucas Drinking Water Project:** Nossaman submitted this project to the County's entire Legislative Delegation should there be an opportunity for a "member request" process in the state budget and secured $4 million in the State Budget. Additionally, we evaluated and identified Proposition 4 funding programs that would be a good fit for this project. Finally, we worked with the County to submit public comment to the State Water Resources Control Board, a support letter for Alternative 4 – Wellhead Treatment with New Well Drilling, specifically with Sub-Alternative B – Physical and/or Managerial Consolidation with Cal Water, in the final and most recent engineer report.

- **Carmel River Floodplain Restoration and Environmental Enhancement Project (CRFREE):** The County needed an extension on grant secured through the Department of Water Resources Coastal Watershed Flood Risk Reduction Grant Program. We worked with the County's HCD Department to identify what steps need to be taken to extend the grant agreement and retain the funding for this project.

- **RAISE Grant Proposal for Davis Road Widening and Bridge Replacement Project:** The County is applying for Rebuilding American Infrastructure with Sustainability and Equity (RAISE) program funding for the Davis Road Bridge Replacement and Road Widening Project. The application due date is at the end of January. Nossaman is assisted in gathering letters of support from the County's legislative delegation.

- **Proposition 4:** Proposition 4 - Authorizes Bonds for Safe Drinking Water, Wildfire Prevention, and Protecting Communities and Natural Lands from Climate Risks, was approved by the voters in November. Nossaman has evaluated the funding opportunities in the Bond that the County could potentially benefit from, and advocated funds be allocated in the FY 2025-26 fiscal year. Nossaman participated in the Natural Resources Agency Proposition 4 briefing.

- **Wildfire Funding**: Nossaman participated in a Coastal Conservancy webinar to learn more about the Coastal Conservancy's wildfire resilience program and how to apply for wildfire resilience (2024 Climate Bond) funding recently appropriated to the Conservancy under Proposition 4.

- **California Public Utilities Commission Hearing - Last Mile Federal Funding Account Applications:** Nossaman participated in the CPUC hearing and testified requesting that the Commission award Monterey County FFA Last Mile program funds to Golden State Connect Authority in Round 1.

- **Congressional Funding Requests – Letters of Support:** The County submitted several applications to its federal delegation for congressionally directed funding. Nossaman secured letters of support for these projects from the County's state legislative delegation.
    - San Lucas Clean Drinking Water
    - Nacimiento and San Antonio Dams and Reservoirs Safety Projects
    - Salinas Skate Park and BMX Pump Track
    - Salinas Regional Soccer Complex
    - County Parks Outdoor Education and Environmental Stewardship Project
    - County Parks Outdoor Accessible and Inclusive Fitness Project
    - Nacimiento Lake Drive Repaving Project
    - Homeless Encampment Resolution - Reclamation Ditch Restoration

- **County Department Meetings:** Nossaman sent out several potential funding opportunities to many County Departments. Nossaman focused on grants that had little-to-no matching requirements, and that pair well with projects on the grants need inventory. Additionally, Nossaman met with several Departments to discuss priority projects in need of funding, and potential grant programs that may be a good fit to pursue.

IV. Upcoming Grant Opportunities in 2026

There are several upcoming grant opportunities we have identified that align with County priorities and projects. Some of these programs are outlined in our SGSP 2025 Work Plan. Examples of upcoming opportunities include, but are not limited to:

- **Active Transportation Program (ATP):** Bike and pedestrian improvements, connectivity improvements.

- **Affordable Housing and Sustainable Communities Program (AHSC):** Affordable housing related infrastructure, sustainable transportation infrastructure.

- **CAL FIRE Wildfire Prevention and Forest Health Grants:** Wildfire Prevention Grants Program seeks to award local projects in and near fire threatened communities that focus on increasing the protection of people, structures, and communities. Forest Health Grant Program will award funding for landscape scale forest restoration projects that restore forest resilience to catastrophic disturbance.

- **California Clean Water State Revolving Fund:** Projects that address violations of waste discharge requirements or National Pollutant Discharge Elimination System (NPDES) permits, and projects that connect previously unsewered areas or join communities to regionalize wastewater treatment. To encourage the regionalization of wastewater service, receiving systems may be eligible for a maximum of $10 million in 0% interest rate financing per consolidated community/wastewater system for planning or construction of an Incentive Project.

- **California Drinking Water State Revolving Fund:** Assists public water systems in financing the cost of drinking water infrastructure projects needed to achieve or maintain compliance with Safe Drinking Water Act (SDWA) requirements.

- **Dam Safety and Enhancements Program:** The Dam Safety and Climate Resilience Local Assistance Program (DSCR) provides State funding for repairs, rehabilitation, enhancements, and other dam safety projects at existing State jurisdictional dams and associated facilities.

- **Habitat Conservation Fund:** Eligible projects include nature interpretation programs to bring urban residents into park and wildlife areas, protection of various plant and animal species, and acquisition and development of wildlife corridors and trails.

- **Hazard Mitigation Assistance Grant:** This opportunity provides funding for communities to implement mitigation activities to reduce risk to life and property from natural hazards. In CA, natural hazards include wildfire, earthquake, drought, extreme weather, flooding, and other impacts of climate change. HMGP funding can also support the development of Local Hazard Mitigation Plans (LHMP) and project scoping activities.

- **Local Housing Trust Fund:** Provides matching funds for entities that set aside funding in a trust fund for affordable housing.

- **Outdoor Equity Grant Program:** OEP will increase the ability of residents in low-income communities to participate in outdoor experiences at state parks and other public lands by funding program operation and transportation costs. OEP encourages applicants to establish a home base in an underserved community as the hub for local activities and trips to natural areas. OEP empowers youth and families through outdoor leadership education, career pathways, and access to nature.

- **Proposition 4:** Authorizes $10 billion in Bonds for Safe Drinking Water, Wildfire Prevention, and Protecting Communities and Natural Lands from Climate Risks.

- **Strategic Partnerships Transit:** Strategic Partnerships Grants are available on an annual basis and through a competitive application process. Grants are for multimodal transportation planning activities such as planning for regional and interregional public transit.

- **Tire-Derived Aggregate Grant Program:** This competitive tire grant program provides opportunities to divert waste tires from landfills, prevent illegal tire dumping, and promote markets for recycled-content tire products.

2026 Legislative Program

2026 Strategic Grant Services Program

COUNTY OF MONTEREY
BOARD OF SUPERVISORS

FEBRUARY 3, 2026

Recommended Actions

a. Consider recommendations from the Legislative Committee to adopt the 2026 Legislative Program, approve the 2026 Legislative Workshop Agenda, authorize the development and submission of potential State Budget and Federal Appropriation requests, and approve the 2026 Strategic Grant Services Program.

b. Receive an annual report from Ballard Spahr LLP, on federal legislative advocacy;

c. Receive an annual report from Nossaman LLP, on state legislative advocacy;

d. Receive an annual report from Nossaman LLP, on grant activities; and

e. Provide direction to staff.

Legislative Program

- Monterey County has a long standing and successful Legislative Program which ensures that County interests in State and Federal legislative, budgetary, and other policy decision-making are well represented, and to keep County leaders apprised on evolving state and federal initiatives impacting the County and its residents.
- The Legislative Program is a 2-year program which aligns with the 2-year cycles of the State and Federal legislatures *(We are in year 2 of the cycle)*
- The Legislative program is developed under the direction of the Board's Legislative Committee in collaboration with Board Members and County Departments.
- Once adopted by the Board of Supervisors, the Legislative Program provides authority to advocate in support or defense of issues, enabling actions to be taken quickly to protect or defend the County's interests in Sacramento and Washington D.C.

Monterey County 2026 Policy Priorities

Protecting Monterey County Values

The County of Monterey has a long tradition of providing a welcoming, safe, and sustainable community for its residents. People are entitled to live their life as they see fit and access public benefits and resources free of fear, hate or retribution. The County is resolute in its commitment to preserving the values that define this community including fundamental civil rights, reproductive freedom, protection of immigrants, and more. The County will rigorously advocate to protect and preserve:

- ***Immigrants:*** Oppose efforts that unfairly target documented and undocumented immigrants including but not limited to separation of migrant families at border crossings, large-scale deportations, efforts to limit or eliminate Deferred Action for Childhood Arrivals (DACA).
- ***Data Privacy:*** Support effort to protect data privacy for individuals who have provided personal information to any private or governmental institution and ensure that such data is only used for the purpose for which it was originally provided.
- ***Public Health:*** Oppose efforts that diminish public health initiatives such as access to preventative healthcare services and vaccines.
- ***Reproductive Freedom:*** Support efforts to defend and protect reproductive freedom, including the right to access safe, legal abortion services. Support legislation to codify the U.S. Supreme Court decision in *Roe v. Wade*.
- ***Marriage Equality***: Support and defend marriage equality as a constitutional right.
- ***Climate Change:*** Support efforts to continue to combat the very real climate change impacts experienced in the County and throughout California (e.g., wildfires, winter storms).
- ***Disaster Assistance:*** Oppose cuts to the Federal Emergency Management Agency (FEMA). A well-funded FEMA is critical to partner with local communities to prepare for and recover from natural disasters, and to provide opportunities for federal funding/grants to supplement county services.
- ***Freedom of Thought and Expression:*** Support efforts to preserve access to freedom of thought and expression, as available through a variety of institutions, such as libraries and museums.
- ***Combating Disinformation:*** Foster access to reliable and factual content from trusted news outlets, social media channels, and other information sources. Promote media literacy, equipping individuals to independently fact-check and analyze potentially deceptive or misleading data.
- ***Education:*** Oppose any efforts to limit or abolish the U.S. Department of Education.
- ***Military Personnel and Veterans:*** Support the rights of veterans and members of the military, including women who seek to serve in combat roles, LGBTQ and transgender populations.
- ***Defense institutions:*** Support efforts to enhance, grow, and protect national security assets in the Monterey Bay Area and oppose Base Realignment and Closure (BRAC) and similar Department of Defense proposals, which would diminish local missions and negatively impact the economy.

Monterey County 2026 Policy Project Priorities

San Lucas Clean Drinking Water

Support legislation and budget proposals that create new or expands existing sources of funding for a long-term project that provides a reliable source of clean drinking water to the small, disadvantaged community of San Lucas.

Nacimiento and San Antonio Dams and Reservoirs Safety Projects

Secure funding for a set of projects for Nacimiento and San Antonio Dam and Reservoir facilities to fulfill Federal and State regulatory requirements and provide flood protection and a sustainable water supply. Support legislation and budget proposals that protect existing and create new sources of funding for these projects.

Monterey County 2026 Policy Priorities

County “Safety” Projects

For the upcoming year, the CAO recommends prioritizing various projects and issues that directly impact public safety. This includes projects such as improvements to Nacimiento Lake Drive, Reclamation Ditch Restoration, Scenic Road Protective Structure Project, projects subject to FEMA funding, etc. All these projects are outlined in the Legislative Platform.

Mitigate Impacts of H.R. 1 to Healthcare Systems

The implementation of H.R. 1 requires significant changes to critical healthcare safety net programs such as Medi-Cal and CalFresh. It also reduces federal contributions for program administration and emergency services. Without additional resources, Monterey County could be forced to drastically cut and eliminate programs and services, impacting the entire healthcare system and social services safety nets.

Strategic Collaboration
2026 Policy Priorities

California State Association of Counties

Rural County Representatives of California

National Association of Counties

2026
Legislative Workshop

March 6, 2026
10:30 am-12:00 pm

Government Center
Board Chambers –
and via Zoom

Objective:
Discuss legislative, budgetary and other issues of mutual concern with the County's state and federal legislative delegation.

AGENDA

Welcome and Introductions by Board Chair

- Review of Agenda and Objectives by Legislative Committee Chair
- State of the County by CAO
- Monterey County 2026 Policy Priorities
- Remarks by State and Federal Legislators on their 2026 Priorities
- Remarks by Monterey County Board of Supervisors Regarding 2026 Priorities
- Roundtable Discussion
- Public Comment on Agenda Items
- Board Direction to Staff

Adjournment

State Budget/Federal Funding Recommended Projects

Project/Issue	State Legislative Advocacy	State Budget Request	Federal Legislative Advocacy	Federal CPF Request	2025-26 Grant Work Plan
San Lucas Clean Drinking Water	X	1	X	1	X
Nacimiento and San Antonio Dams/Reservoirs Safety Projects	X	2	X	2	X
FEMA Reimbursements	X		X		
Monterey County Veterans Home	X		X		
Immigration			X		
Skate and Bike Park				7	X
Salinas Regional Soccer Complex				4	X
NEW Parks Funding for Castroville, Chualar and/or San Ardo (Prop 4)					X
NEW Scenic Road Protective Structure Project (SRPS)		3	X		X
Nacimiento Lake Drive Repaving Project				6	
Reclamation Ditch Restoration				3	
Water Sustainability and Drought Related Projects					X
Road, Bike and Pedestrian Infrastructure Improvements					X
Porter-Vallejo & Mansion Historical Restoration Project				5	X
Carmel Lagoon Adaptive Management					X
Salinas River Operations Habitat Conservation Plan					X
Broadway Family Connection Project					X

2026 Strategic Grant Services Program

- The Strategic Grant Services Program works with County departments to identify grant opportunities and provide strategic expertise to craft competitive grant applications.
- Following Board approval, the program operates under the direction of the Legislative Committee and works closely with the Legislative Program to develop funding opportunities.
- The program has a limited workload capacity of 10-15 grants per year, varying depending on their complexity, focusing on funding needs that:
  - Align with Board Strategic Initiatives and Legislative Priorities;
  - Have an available funding source (opportunity & timing);
  - Are able to meet the grant requirements; and
  - Are able to put forth a competitive application.
- Flexible to adjust to changing priorities and opportunities. This is a “living document.”

Strategic Grant Services Program

Developed in a consultation with County departments, identifies priority projects and potential grant programs the County expects to focus on in 2026.

- San Lucas Clean Drinking Water
- Nacimiento and San Antonio Dams and Reservoirs Safety Projects
- Carmel Lagoon Adaptive Management
- Water Sustainability and Drought Related Projects
- Road, Bicycle and Pedestrian Infrastructure Improvements
- County Park Facilities
- Salinas River Operations Habitat Conservation Plan
- Broadway Family Connection Project

Annual Reports

The annual reports provided by the County's federal and state legislative advocates and grant consultant highlight County activities undertaken in 2025.

The presentations will focus on anticipated major issues or projects for 2026.

Reports will be provided by:

Maria Tripplaar, Ballard Spahr LLP – Federal Legislative Advocate – **EXHIBIT G**

Ashley Walker, Nossaman LLP – State Legislative Advocate and Grant Consultant – **EXHIBITS H & I**

Thank You

Board of Supervisors

Legislative Committee

County Department Heads & Staff

Maria Tripplaar, Ballard Spahr LLP
Katlyn Koegel, Ballard Spahr LLP

Ashley Walker, Nossaman LLP

CAO-IGLA Team

Introduced: 1/23/2026 **Current Status:** Scheduled PM

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

a. Receive an update in response to the Planning Commission's request to address the regulations and enforcement efforts to curb unpermitted food vendors;
b. Receive an update on enforcement actions and open cases; and
c. Provide further direction to staff, as appropriate.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Receive an update in response to the Planning Commission's request to address the regulations and enforcement efforts to curb unpermitted food vendors;
b. Receive an update on enforcement actions and open cases; and
c. Provide further direction to staff, as appropriate.

SUMMARY:
On October 25, 2024, the Planning Commission requested Referral No. 24.8 requesting a report on the Environmental Health Bureau (EHB) regulations and enforcement efforts to curb unpermitted food vendors. The Planning Commission requests for staff to provide an update on regulations and enforcement strategies to address unpermitted food vendors throughout unincorporated Monterey County.

DISCUSSION:
EHB has experienced a significant increase in complaints related to unpermitted food vendors operating in unincorporated areas of Monterey County. Unpermitted food vendors are selling or peddling food from carts, trucks, trailers, tables, trunks of their cars, or from their home without a permit from EHB. These complaints primarily involve pop-up taco vendors concentrated in Pajaro, Salinas, Soledad, Greenfield, Castroville, Prunedale, the Crazy Horse/San Juan area, and along San Miguel Canyon Road.

Since July 1, 2024, the EHB has received 223 complaints regarding unpermitted food vendors. The highest complaint volumes were reported in Salinas (72), the Pajaro (38), Castroville (30), and South County (27).

During the first 6 months, EHB prioritized education and voluntary compliance. EHB Inspectors contacted vendors, provided food safety education, informed vendors available permitting options, and requested that operations cease. These efforts were largely unsuccessful.

As a result, EHB escalated enforcement actions. Current enforcement measures include issuing

administrative citations, impounding food and food equipment, and conducting administrative hearings. An administrative hearing officer issues final decisions, which may include destruction of impounded food and equipment, assessment of fines, and orders for recovery of the costs of EHB staff time.

Responses to these complaints require frequent site visits and often advance coordination with law enforcement due to safety concerns. Inspectors have been subjected to harassment and intimidation by vendors and members of the public. The District Attorney's Office Investigation Team has provided critical support by ensuring staff safety, assisting with vendor identification, supporting equipment impoundment and storage, and initiating enforcement actions. The District Attorney's Office is actively investigating the responsible owner(s) of these operations.

Through the District Attorney's Office, it has been determined that the majority of these vendors are not small, independent operators but are part of a large, organized operation headquartered in Merced County. This organization operates across multiple counties in California and in other states, including Arizona and New Mexico. However, there may be multiple types of stands operating within the county, including those directly related to the Merced based operation, those that originated as subordinate operations but are now operating independently, and smaller pop-up vendors not affiliated with the Merced operation. District Attorney's Office and EHB continues to evaluate these distinctions.

The EHB has determined that these vendors do not intend to comply with health permitting requirements. To effectively deter and disrupt this organized activity, continued and enhanced law enforcement involvement is necessary. This includes pursuing vehicle impoundment under Vehicle Code § 22655.5 and, where appropriate, criminal prosecution. These measures are essential to protect public health, ensure staff safety, and maintain equitable enforcement for permitted food operators within Monterey County.

The EHB has an established health permitting process that requires food operators to complete and submit a health permit application, food facility packet application, a food menu, and commissary form (identifying where is food bought, prepared and stored). The EHB operates under the regulatory responsibilities of the California Retail Code (CRR) which states that food vendors who wish to prepare and sell food must apply for a health permit with the Environmental Health Department. A health permit application must be submitted for review and an EHB inspector will assist with issuing the correct type of permit depending on food operations. The CRR addresses the following key essentials:

- Food in good condition/ safe and unadulterated - All food shall be from an approved source, and shall be produced, prepared, compounded, packed, transported, kept for sale, and served so as to be pure, free from adulteration and spoilage.
- Compliance with food law - Food shall be obtained from sources that comply with all applicable laws.
- Permits, fees, and posting: A food facility shall not be open for business without a valid Health Permit.
- Hands clean/properly washed - Employees are required to wash their hands before handling food, during food preparation when necessary, and after using the toilet or anytime when

contamination may result.

- Toilet and handwashing facilities - A food facility shall be operated within 200 feet travel distance of an approved and readily available toilet and handwashing facility, or as otherwise approved by the enforcement agency to ensure that restrooms facilities are available to facility employees.
- Food Contact Surface/Utensils Washing - All food contact surfaces of utensils and equipment shall be cleaned and sanitized at the required frequencies. All food facilities handling open food shall be equipped with a ware washing sink with dish soap and sanitizer unless otherwise approved.
- Food preparation area, protection from contamination - All food shall be thawed, washed, sliced, and cooled, within an approved fully enclosed food facility.

OTHER AGENCY INVOLVEMENT

The County of Monterey Health Department, Environmental Health Bureau has worked collaboratively with the Monterey County District Attorney's Office. The Office of County Counsel has reviewed this report as to form.

FINANCING:

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

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:

Addressing the regulations and enforcement strategies to address unpermitted food vendors throughout unincorporated Monterey County are essential to protect public health, ensure staff safety, and maintain equitable enforcement for permitted food operators within Monterey County.

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: Charise Walters, Management Analyst III, x1297
Approved by: Elsa Mendoza Jimenez, Director of health, x4621

Attachments:
Board Report
Planning Commission PC 25-012
Presentation

Introduced: 1/23/2026
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

a. Receive an update in response to the Planning Commission's request to address the regulations and enforcement efforts to curb unpermitted food vendors;
b. Receive an update on enforcement actions and open cases; and
c. Provide further direction to staff, as appropriate.

RECOMMENDATION:

It is recommended that the Board of Supervisors:
a. Receive an update in response to the Planning Commission's request to address the regulations and enforcement efforts to curb unpermitted food vendors;
b. Receive an update on enforcement actions and open cases; and
c. Provide further direction to staff, as appropriate.

SUMMARY:

On October 25, 2024, the Planning Commission requested Referral No. 24.8 requesting a report on the Environmental Health Bureau (EHB) regulations and enforcement efforts to curb unpermitted food vendors. The Planning Commission requests for staff to provide an update on regulations and enforcement strategies to address unpermitted food vendors throughout unincorporated Monterey County.

DISCUSSION:

EHB has experienced a significant increase in complaints related to unpermitted food vendors operating in unincorporated areas of Monterey County. Unpermitted food vendors are selling or peddling food from carts, trucks, trailers, tables, trunks of their cars, or from their home without a permit from EHB. These complaints primarily involve pop-up taco vendors concentrated in Pajaro, Salinas, Soledad, Greenfield, Castroville, Prunedale, the Crazy Horse/San Juan area, and along San Miguel Canyon Road.

Since July 1, 2024, the EHB has received 223 complaints regarding unpermitted food vendors. The highest complaint volumes were reported in Salinas (72), the Pajaro (38), Castroville (30), and South County (27).

During the first 6 months, EHB prioritized education and voluntary compliance. EHB Inspectors contacted vendors, provided food safety education, informed vendors available permitting options, and requested that operations cease. These efforts were largely unsuccessful.

As a result, EHB escalated enforcement actions. Current enforcement measures include issuing administrative citations, impounding food and food equipment, and conducting administrative hearings. An administrative hearing officer issues final decisions, which may include destruction of impounded food and equipment, assessment of fines, and orders for recovery of the costs of EHB staff time.

Responses to these complaints require frequent site visits and often advance coordination with law enforcement due to safety concerns. Inspectors have been subjected to harassment and intimidation by vendors and members of the public. The District Attorney's Office Investigation Team has provided critical support by ensuring staff safety, assisting with vendor identification, supporting equipment impoundment and storage, and initiating enforcement actions. The District Attorney's Office is actively investigating the responsible owner(s) of these operations.

Through the District Attorney's Office, it has been determined that the majority of these vendors are not small, independent operators but are part of a large, organized operation headquartered in Merced County. This organization operates across multiple counties in California and in other states, including Arizona and New Mexico. However, there may be multiple types of stands operating within the county, including those directly related to the Merced based operation, those that originated as subordinate operations but are now operating independently, and smaller pop-up vendors not affiliated with the Merced operation. District Attorney's Office and EHB continues to evaluate these distinctions.

The EHB has determined that these vendors do not intend to comply with health permitting requirements. To effectively deter and disrupt this organized activity, continued and enhanced law enforcement involvement is necessary. This includes pursuing vehicle impoundment under Vehicle Code § 22655.5 and, where appropriate, criminal prosecution. These measures are essential to protect public health, ensure staff safety, and maintain equitable enforcement for permitted food operators within Monterey County.

The EHB has an established health permitting process that requires food operators to complete and submit a health permit application, food facility packet application, a food menu, and commissary form (identifying where is food bought, prepared and stored). The EHB operates under the regulatory responsibilities of the California Retail Code (CRR) which states that food vendors who wish to prepare and sell food must apply for a health permit with the Environmental Health Department. A health permit application must be submitted for review and an EHB inspector will assist with issuing the correct type of permit depending on food operations. The CRR addresses the following key essentials:

- Food in good condition/ safe and unadulterated - All food shall be from an approved source, and shall be produced, prepared, compounded, packed, transported, kept for sale, and served so as to be pure, free from adulteration and spoilage.
- Compliance with food law - Food shall be obtained from sources that comply with all applicable laws.
- Permits, fees, and posting: A food facility shall not be open for business without a valid Health Permit.
- Hands clean/properly washed - Employees are required to wash their hands before handling

food, during food preparation when necessary, and after using the toilet or anytime when contamination may result.

- Toilet and handwashing facilities - A food facility shall be operated within 200 feet travel distance of an approved and readily available toilet and handwashing facility, or as otherwise approved by the enforcement agency to ensure that restrooms facilities are available to facility employees.
- Food Contact Surface/Utensils Washing - All food contact surfaces of utensils and equipment shall be cleaned and sanitized at the required frequencies. All food facilities handling open food shall be equipped with a ware washing sink with dish soap and sanitizer unless otherwise approved.
- Food preparation area, protection from contamination - All food shall be thawed, washed, sliced, and cooled, within an approved fully enclosed food facility.

OTHER AGENCY INVOLVEMENT

The County of Monterey Health Department, Environmental Health Bureau has worked collaboratively with the Monterey County District Attorney's Office. The Office of County Counsel has reviewed this report as to form.

FINANCING:

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

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:

Addressing the regulations and enforcement strategies to address unpermitted food vendors throughout unincorporated Monterey County are essential to protect public health, ensure staff safety, and maintain equitable enforcement for permitted food operators within Monterey County.

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: Charise Walters, Management Analyst III, x1297
Approved by: Elsa Mendoza Jimenez, Director of health, x4621

Attachments:
Board Report
Planning Commission PC 25-012
Presentation

Docusign Envelope ID: 0F6F096B-64E4-445A-8883-A749D2F346AD

County of Monterey Planning Commission

Item No.3

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

Legistar File Number: PC 25-012

February 12, 2025

Introduced: 2/3/2025
Version: 1

Current Status: Agenda Ready
Matter Type: Planning Item

REFERRAL 24.8 - REGULATIONS AND ENFORCEMENT EFFORTS TO CURB UNPERMITTED FOOD VENDORS

Consider receiving a report from staff regarding the regulations and enforcement efforts to curb unpermitted food vendors and provide input to staff.

Project Location: Unincorporated Monterey County
Proposed CEQA action: Statutory Exemption pursuant to Section 15262 of the CEQA.

RECOMMENDATION:

It is recommended that the Planning Commission:
a. Receive a report from staff on regulations and enforcement efforts to curb unpermitted food vendors; and
b. Provide input to staff.

SUMMARY/DISCUSSION

Referral No. 24.08 is a request from the Planning Commission for staff to return with information on regulations and enforcement strategies to curb unpermitted food vendors throughout unincorporated Monterey County. On October 25, 2024, the Planning Commission requested Referral No. 24.8 requesting a report on the regulations and enforcement efforts to curb unpermitted food vendors.

Health Regulations and Enforcement

Unpermitted food vendors are people who are selling or peddling food from a cart, truck, trailer, table, trunk of their cars, or from their home without a permit from the Department of Environmental Health.

The Environmental Health Bureau (EHB) has an established Mobile Food Facility (MFF) permitting process that requires MFF operators to complete and submit a health permit application, mobile food facility packet application, a food menu, commissary form (identifying where is food bought, prepared and stored), a plan check if a new MFF truck, and a MFF inspection. This permitting process covers multiple MFF types including full preparation MFF, limited food preparation MFF, compact mobile food operation (CMFO), ice cream trucks, produce trucks and MFF pre-packaged food catering trucks

EHB has received an influx of complaints related to unpermitted food vendors in unincorporated Monterey County. These complaints have been centered primarily on pop up taco vendors in Soledad, Greenfield, Pajaro, Castroville, Prunedale, Crazy Horse/San Juan area, and on San Miguel

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Canyon Road. Since July 1, 2024, EHB has received 66 complaints related to unpermitted food vendors. Response to these complaints includes site visits which also include requests for law enforcement presence prior to arrival, providing food safety education, requesting operator identification to issue a citation if law enforcement is present and having vendors cease food operations, pack up their operation and vacate the area.

Numerous health risks are associated with unpermitted food vendors including food from unapproved sources, poor personal hygiene, no handwashing on site, undercooked food, no restroom facilities, little to no food safety knowledge, and unsanitary food preparation stations. However, there has been no known food borne illness complaints due to pop up taco vendors reported at this time.

EHB operates under the regulatory responsibilities of the California Retail Code (CRR) which states that food vendors who wish to prepare and sell food must apply for a health permit with the Environmental Health Department. A health permit application must be submitted for review and an EHB inspector will assist with issuing the correct type of permit depending on food operations. The CRR addresses the following key essentials:

- Food in good condition/ safe and unadulterated - All food shall be from an approved source, and shall be produced, prepared, compounded, packed, transported, kept for sale, and served so as to be pure, free from adulteration and spoilage.
- Compliance with food law - Food shall be obtained from sources that comply with all applicable laws.
- Permits, fees, and posting: A Food facility shall not be open for business without a valid Health Permit.
- Hands clean/properly washed - Employees are required to wash their hands before handling food, during food preparation when necessary, and after using the toilet or anytime when contamination may result.
- Toilet and handwashing Facilities - A Food Facility shall be operated within 200 feet travel distance of an APPROVED and readily available toilet and handwashing facility, or as otherwise approved by the enforcement agency to ensure that restrooms facilities are available to facility employees.
- Food Contact Surface/Utensils Washing - All food contact surfaces of utensils and equipment shall be cleaned and sanitized at the required frequencies. All food facilities handling open food shall be equipped with a ware washing sink with dish soap and sanitizer unless otherwise approved.
- Food preparation area, protection from contamination - All food shall be thawed, washed, sliced, and cooled, within an approved fully enclosed food facility.

Land Use/Zoning Regulations and Enforcement

The County of Monterey Housing and Community Development Department (HCD) processes permits pursuant to and enforces the County's land use and zoning regulations. Monterey County Code (MCC) is silent to mobile food facilities, yet MCC does include regulations associated with "restaurants" and "eating and drinking establishment". If a MFF is considered a restaurant or an eating and drinking establishment, then the MFF would be subject to County zoning regulations. HCD is

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currently drafting a mobile food facility interpretation to identify when a MFF is considered a restaurant or eating and drinking establishments, and therefore subject to County zoning regulations and land use permitting. .

If a MFF results in the gathering of large assemblages of people, and may require a separate Use Permit or Coastal Development Permit. In addition, MFFs are subject to the County's noise regulations (MCC Title 10.060), which requires that the operation of machinery shall not exceed 70 dBA it is prohibited to make, assist in making, allow, continue, create, or cause to be made any loud and unreasonable sound any day of the week from 9:00pm to 7:00am the following morning.

Public Land and Right of Way

MCC section 12.08.040 of MCC does not allow for vendors to sell from parked vehicles or structures on public roads or within the public right-of-way. Vendors may receive a violation or an infraction according to Section 12.75.020 of MCC.

Enforcement Collaboration

Effective enforcement of unpermitted food vendors and MFFs requires coordinated enforcement effort amongst Monterey County Sheriff's Office (MCSO), local law enforcement agencies, the Environmental Health Bureau, and HCD Code Compliance. Environmental Heath is leading coordination efforts and has requested additional resources from HCD Code Compliance, MCSO, and local city law enforcement in affected areas (Soledad, Greenfield and King City). Collaboration with these local law enforcement agencies will allow the authority to request operator identification to issue violation notice and citations, run license plate numbers, confiscate food and equipment and potential vehicle impoundment.

ENVIRONMENTAL REVIEW

This presentation is Statutorily Exempt pursuant to Section 15262 of the CEQA Guidelines.

OTHER AGENCY INVOLVEMENT

This report was developed in collaboration between County Environmental Health Bureau and HCD, and with participation from HCD Code Compliance and MCSO.

Prepared by: Armando Gonzalez, EHB; Katie Scariot, HCD Assistant Planner x 6093
Approved by: Melanie Beretti, AICP, Chief of Planning

cc: Front Counter Copy, Planning Commission, Monterey County District 1, Monterey County District 2, Monterey County District 3, Monterey County District 4, Monterey County District 5, Supervisor Church, Supervisor Alejo, Supervisor Askew, Supervisor Daniels, Supervisor Lopez.

Unpermitted Food Vendors

Board Report

Monterey County Health Department, Environmental Health Bureau

February 03, 2026

Board Guidance

a. Provide an update on the Environmental Health Bureau current response to complaints related to unpermitted food vendors operating in unincorporated Monterey County.

b. Request coordinated enforcement resources from the Monterey County Sheriff's Office, local law enforcement agencies, the District Attorney's Office, and Monterey County Code Enforcement.

Unpermitted Food Vendors

- Unpermitted food vendors are operators who are selling/peddling food on a cart, truck, trailers, tables, or under a tent **WITH OUT** a Valid Health permit from the Department of Environmental Health. (Health and Safety Code 114387. Permit required; penalties)
- Focus on unpermitted Pop-Up Taco Vendors in unincorporated Monterey County

Exception to Street Food Vendors

- Senate Bill 972 - effect January 1, 2023, decriminalizes sidewalk food vending.
  - Does not apply to full preparation vendors (ex: Taco Vendors)

- Vendors selling only prepackaged non-potentially hazardous foods and whole, uncut produce from a display area less than 25 square feet are typically exempt from needing a Health Permit (114368.1. Permitting)

- **Food type:** Only prepackaged non-potentially hazardous foods (like sealed snacks, bottled drinks) and whole, uncut produce (apples, oranges) are allowed under this exemption.
- **Display size:** The selling area must be 25 square feet or less.
- **No food preparation:** This exemption usually does not allow for any food preparation like cutting, slicing, or cooking.

- Does not except from compiling with city or county codes related to zoning, right of way, etc

Monterey County Environmental Health

- To protect and serve the consumers of Monterey County by ensuring food safety, preventing food misbranding, adulteration, and reducing the risk of foodborne illness through education and the issuance of health permits.

- EHB initially focused on food safety education and training, encouraging operators to obtain the required health permits. As noncompliance persisted, the Bureau has escalated enforcement efforts, which now include:
  - Issuing administrative citations
  - Impounding food and food-related equipment
  - Impounding vehicles, with assistance from the DOA

Unpermitted Food Vendor Complaints Fiscal Year 2024-2025

7/1/2024 – 1/06/2026

- 223 complaints specific to unpermitted vendors
  - Salinas area – 72
  - Pajaro – 38
  - Castroville – 30
  - South County Area - 27

EHB respond to unpermitted food vendor complaints on weekly basis.

Due to safety concerns, EHB responds to unpermitted taco vendor activities after hours with law enforcement assistance

Environmental Health (EHB) Response Limitations

- Safety concerns without law enforcement presence
- Post-inspection safety risks
- Limited enforcement authority
- Staffing limitations
- Enforcement scope limitations

Impounded Equipment and Administrative Hearings

- Administrative Citation
- Equipment Impoundment Procedure
- Administrative Hearings
- EHB has conducted seven administrative hearings to date

ADMINISTRATIVE FINES

☐	1ST OFFENSE SAFETY VIOLATION $100	(PE 0090)	☐ OTHER, 1ST, 2ND, OR 3RD (CIR
	2nd OFFENSE SAFETY VIOLATION $500	(PE 0091)	*NOTE, PENALTIES FOR 2ND, 3RD, OR SUBSEQU*
	RD OFFENSE SAFETY VIOLATION $1000	(PE 0092)	*WHEN THEY OCCUR WITHIN 12 MONTHS OF TH*

dministrative Fine must be paid to the Environmental Health Bureau within 30 days. Late payment will
monthly interest (compounded monthly) from the due date, excluding penalties. If the violation contin
onal fine will be assessed, subject to the same penalty terms (MCC, § 1.22.100).

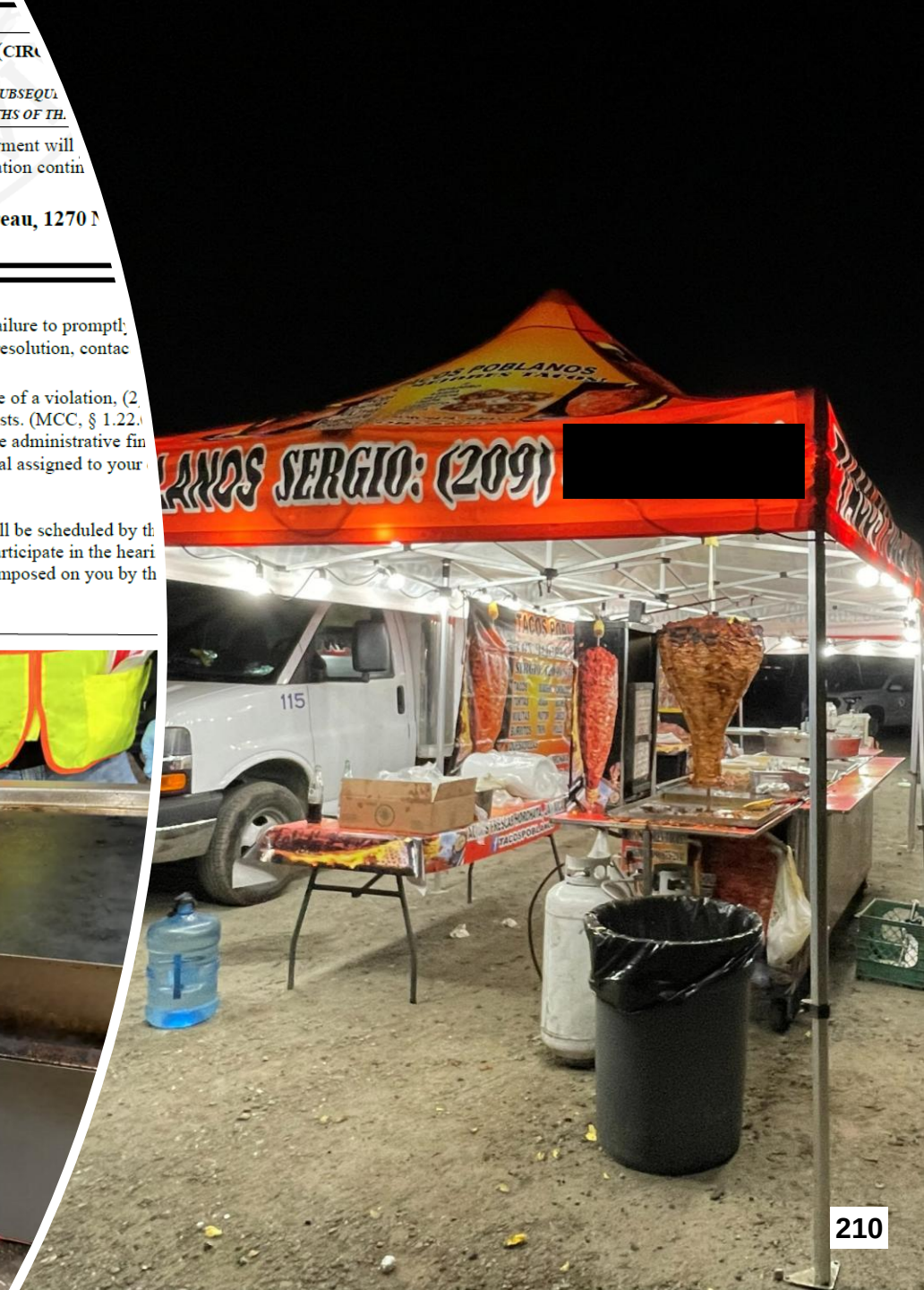
**it payment within 30 days to: Monterey County Environmental Health Bureau, 1270 M
Salinas CA 93906**

TIONS AND HEARING RIGHTS

ed to discontinue the code violation(s) listed in this Administrative Citation. Willful failure to promptl
lawful and constitutes a misdemeanor (MCC, § 1.22.200). To seek department-level resolution, contac
Health Bureau (EHB) at the phone number on this notice.

ing: You may request a hearing within 30 days of service to contest: (1) the existence of a violation, (2
ty, (3) the time allowed for correction, or (4) the reasonableness of administrative costs. (MCC, § 1.22.
st an administrative citation before the Hearing Officer shall be scheduled unless the administrative fin
ance, or a financial hardship waiver has been filed. Contact the Enforcement Official assigned to your
.

l: When food and/or equipment has been impounded, an administrative hearing will be scheduled by th
icial within 30 days of this notice (Health & Safety Code, § 114393). Failure to participate in the heari
of the food and/or equipment. Additional fines, penalties, fees, and costs may be imposed on you by th
1.22.060).



Health Risk Associated with Unpermitted Food Vendors

Complaint: CM025-00237

499 Salinas Rd, Pajaro CA 95076

Complaint: CM025-00559

Jolon Rd Off Highway 101, King City CA

499 Salinas Rd, Pajaro/Royal Oaks

- 499 Salinas Rd, Royal Oaks, CA 95076
- Numerous food vendors set up Wednesday – Sunday after hours
- Other vendors (non-food) also selling merchandise
- EHB have contacted Union Pacific Railroad Police for assistance with fencing
- Installing fencing, concrete blocks (K-rails/Jersey barriers) or trenching the dirt to deter vendors from setting up at this location

Environmental Health Permits for Street Vendors

- No current Health Permit available for pop-up taco vendors under California Retail Food Code due to lack of essential facilities such as restrooms, handwashing stations, and other food safety requirements

Available Options

- Mobile Food Facility (MFF) Permit
- Compact Mobile Food Operation (CMFO)
  - non-motorized cart
- Farmers Market Permit
- Special Events Permit
- Microenterprise Home Kitchen Operations (MEHKO)
- Cottage Food Permit

Food Borne Illness

- **Environmental Health Bureau has not received reports of Food Borne Illness related to these taco vendors**
  - Reports of food borne illness have been reported in Mariposa County, Arizona
    - 17 sick with Diarrhea and vomiting

- The Center of Disease Control (CDC) estimates that each year roughly 1 in 6 Americans (or 48 million people) get sick, 128,000 are hospitalized, and 3,000 die of foodborne diseases

Collaboration – EHB, HCD, Law Enforcement

- Environmental Heath is requesting assistance and resources from
  - Monterey County Sheriffs Office
  - Local Law Enforcement Agencies
  - Monterey County District Attorneys office
  - HCD Code Enforcement
  - Union Pacific Railroad Police

- A Collaboration will allow for increased enforcement to
  - Inspector Safety
  - Request operator identification to issue citations
  - Run License Plate Numbers
  - Impound Food and Equipment (HSC 113812, 114393)
  - Impound vehicles under Vehicle Code §22655.5
  - Fencing along 499 Salinas Rd, Royal Oaks

CASE STUDY : City Of Salinas – Unpermitted Food Vendor Task Force

- City of Salinas developed task force of 6 retired police officers dedicated to enforcing unpermitted food vendors after hours
  - Task Force began 7/1/2024 with first operation being Salinas Rodeo Event
  - $250,000 applied to task force enforcement
- Complaints have significantly dropped inside Salinas city limits
- The current unpermitted food vendors have since left city of Salinas and began operating in un-incorporated Monterey County

Questions?

Armando O. Gonzalez, REHS
Environmental Health Specialist IV
Consumer Protection Supervisor
Environmental Health Bureau

Extra Slides Below

Environmental Health Permits for Street Vendors

HEALTH DEPARTMENT FEES		
Article I.E - Environmental Health, Effective July 1, 2025		
PE Number	**Description**	**FY25-26 Article I.E.**
	Mobile Food Facilities (Mobile Food Facilities in accordance with H&S Code Section 113831):	
4088	e. Compact Mobile Food Push Cart Operation (limited to pre-packaged, non-potentially hazardous food, no food preparation)	$305.00
4108	f. Compact Mobile Food Operation (limited food preparation)	$561.00
4108	j. Mobile Food Limited Food Preparation (Tamales, Corn, Hot Dogs, etc.)	$561.00
4112	k. Mobile Food Preparation Units	$1,187.00
4113	**Catering Operation**	$697.00
4114	**Host Facility includes a brewery, winery, commercial building, or another approved location**	$697.00
4115	**Microenterprise Home Kitchen (MEHKO)**	$623.00
4116	**Produce Stands (Produce and Eggs Only)**	$677.00
	Temporary Food Facilities (in conjunction with swap meets/community events):	
	a. 1-3 Days	
4146	1.) 1-3 days (For Profit) 2 hours	$477.00
4149	2.) 1-3 days (Non-Profit) after 4 events in a fiscal year	$333.00
	b. 4-7 days	
4147	1.) 4-7 days (For Profit)	$577.00
4150	2.) 4-7 days (Non-Profit) after 4 events in a fiscal year	$422.00
4158	**c. Temporary Food Facility with Food Preparation Annual Permit**	$1,010.00
	d. Temporary Food Facility offering only nonperishable prepackaged food, beverages or whole uncut produce in swap meets, flea markets or community events:	
4159	1.) Per Event	$122.00
4160	2.) Annual Permit	$459.00
	Cottage Food Operations (Government Code 51035, Health and Safety Code sections 114365 & 114365.6).	
4163	a. Cottage Food Operation A	$245.00
4164	b. Cottage Food Operation B	$459.00

- **Environmental Health Bureau has not received reports of Food Borne Illness related to these taco vendors**
  - Reports of food borne illness have been reported in Mariposa County, Arizona
    - 17 sick with Diarrhea and vomiting

- Mushroom Poisoning – Salinas, CA New Years Eve 12/31/2024
  - Three individuals hospitalized after suffering from acute hepatotoxicity due to severe mushroom poisoning after cooking with mushrooms they had purchased from a truck vender in a supermarket parking lot in East Salinas
  - Victims suffered from gastrointestinal (GI) symptoms such as nausea, vomiting, diarrhea and stomach pain
  - Acute Hepatoxicity may can cause liver failure, potential need for liver transplant and in a worst case scenario, death

- The Center of Disease Control (CDC) estimates that each year roughly 1 in 6 Americans (or 48 million people) get sick, 128,000 are hospitalized, and 3,000 die of foodborne diseases

EHB Regulatory Responsibilities (Cal Retail Code):

- **Food in good condition/ safe and unadulterated** – All food shall be from an approved source, and shall be produced, prepared, compounded, packed, transported, kept for sale, and served so as to be pure, free from adulteration and spoilage (CHSC 113967, 113976, 114021)
- **Food from Approved Sources -** Compliance with food law
  FOOD shall be obtained from sources that comply with all applicable LAWs. (CHSC 113735, 114021)
- **Permits, fees, and posting**: A Food facility shall not be open for business with out a valid Health Permit. (CHSC 114381)
- **Hands clean/properly washed** – Employees are required to wash their hands before handling food, during food preparation when necessary, and after using the toilet or anytime when contamination may result (CHSC 113952).
- **Toilet and handwashing Facilities** – A Food Facility shall be operated within 200 feet travel distance of an APPROVED and readily available toilet and handwashing facility, or as otherwise approved by the enforcement agency to ensure that restrooms facilities are available to facility employees. (CHSC 114315).
- **Food Contact Surface/Utensils Washing** – All food contact surfaces of utensils and equipment shall be cleaned and sanitized at the required frequencies. All food facilities handling open food shall be equipped with a ware washing sink with dish soap and sanitizer unless otherwise approved (CHSC 113984e, 114095, 114097, 114099).
- **Food preparation area, protection from contamination** - All food shall be thawed, washed, sliced, and cooled, within an approved fully enclosed food facility. (CHSC 113984f)

Regulatory Responsibilities-

Housing and Community Development and Law Enforcement

- Signage / outdoor advertising displays
- MFF are subject to the County's noise ordinance regulations (Title 10.060.030) the operation of machinery shall not exceed 70 dBA.
- County's noise ordinance regulations prohibit any loud of unreasonable sound any day of the week from 9:00pm-7:00am the following morning.
- Non-food debris / refuse buildup
- Public nuisance regulations
- Traffic / parking
- MCC prohibits selling from parked vehicles or structures (12.08.040; 12.75.020 Violation and Infraction.

Community Equity and Empowerment:

- Environmental Health Department is committed to ensuring Community Equity and Empowerment by providing food safety education and assisting with obtaining necessary permits to reduce the risk of food borne illness

- Reconciling equity and empowerment while addressing the issue of illegal vendors is a delicate balancing act. It requires a strategy that upholds the law while understanding and addressing the root causes that drive individuals to engage in illegal vending

    1. Understand the Socioeconomic Context
    2. Provide Education and Resources
    3. Create Pathways to Legitimacy
    4. Ensure Fair Enforcement
    5. Engage the Community
    6. Foster Economic Opportunities
    7. Promote Public Awareness

VIOLATIONS OBSERVED		
Code Section	**Description of Observed Violation(s)**	**Corrective Action**
Monterey County Code (MCC), § 10.04.020	☐ NO VALID COUNTY OF MONTEREY HEALTH PERMIT	**Cease and desist all food preparation and sales immediately. Food preparation and sales to the public were observed without a valid health permit. The food operator must cease operations, pack up all food and equipment, and vacate the premises immediately.** ☐ Food and/or food equipment has been impounded under Health & Safety Code, § 114393. All impounded food and/or food equipment is documented using a Voluntary Condemnation & Destruction Form. Perishable food will be discarded within 24 hours to prevent foul odors and/or vector harborage.
CALIFORNIA RETAIL FOOD CODE (Health & Safety Code, § 113700, et. seq.)		
§ 113953	☐ LACK OF APPROVED HAND WASHING STATION	
§ 114217	☐ LACK OF POTABLE WATER	
§ 114303	☐ CONTAMINATION OF FOOD	
§ 113996	☐ FOOD TEMPERATURE VIOLATION	
§ 114021	☐ FOOD FROM AN UNAPPROVED SOURCE	
§ 114075, 114368	☐ EQUIPMENT IS SOILED	
§ 114313, 114314	☐ IMPROPER / LACK OF WAREWASHING	
§ 114130	☐ EQUIPMENT LACKS ANSI SANITATION MARKINGS	
§ 114130	☐ EQUIPMENT IN POOR CONDITION	
	☐ OTHER:	

Introduced: 1/28/2026 **Current Status:** Agenda Ready

Version: 1 **Matter Type:** Appointment

Consider proposed Board of Supervisors' appointments to various Standing Committees, Non-County Entities, and Ad Hoc Committees for calendar year 2026.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

a. Ratify the standing committee rotational schedule;
b. Consider appointments to Non-County Entities as proposed by the Chair;
c. Consider the following options for each of the Board of Supervisors Ad Hoc Committees:
    a. Creation or dissolution from the 2026 appointment list; or
    b. Confirm appointments and establish new termination date; and,
d. Direct staff to update the *Standing and Ad Hoc Committees, and Non-County Entities Functions, Membership and Appointments* Board Policy (G-10)
e. Provide further direction.

SUMMARY/DISCUSSION:

Board Policy G-10 addresses Board standing and ad hoc committees, non-county entities to which the Board makes appointments, and the process for making such appointments. The policy sets forth a rotating membership for standing committees and confirmation of ad hoc committees and appointments to non-county entities on an annual basis.

Standing Committee:

On January 6, 2026, the Board approved a modified rotation schedule concept in which supervisors would serve two-year committee terms over a ten-year rotation cycle. The schedule includes three appointment types: rotating appointments, where both seats rotate among districts; fixed/rotating appointments, with one fixed seat and one rotating seat; and, fixed appointments, which would remain unchanged. This model maintains flexibility, allowing Supervisors at the start of a rotation term to delegate/reassign a committee seat to another Supervisor, subject to Board approval, without altering the overall rotation. The Board is asked to ratify the standing committee appointments for the first two-year term of the rotation schedule (2026-2027).

Non-County Entities:

On December 4, 2024, the Board directed staff to suspend the existing procedure and initiate a pilot solicitation process for these appointments. As part of the pilot, the selection process is conducted during open session, during which time Board members have an opportunity to state their preference for consideration of appointment to non-county entities.

The Chair has considered input received during the December 9, 2025, meeting and prepared recommendations for those entities for Board consideration.

Ad Hoc Committees:
There are currently 11 ad hoc committees of the Board, as detailed in Exhibit D. The Board is asked to consider disbanding the ad hoc committees listed below and provide further direction regarding the creation, dissolution, and/or continuance of remaining ad hoc committees.

- Battery Storage Facilities Ad Hoc Committee
- Standing Committee Appointment Procedure Ad Hoc
- Tenant Commissioner Selection Ad Hoc Committee

A consolidated list of standing committee appointments and proposed members of the Board of Supervisors' appointments to various Non-County Entities by the incoming Chair is attached to this report for Board consideration. Upon Board direction, the County Administrative Office will modify and post the 2026 appointment list accordingly.

It is further requested that the Board direct staff to update Board Policy G-10 to include recent revisions to the standing committee rotation and non-county entity selection process. If the Board approves, staff will make the appropriate revisions to the policy and post accordingly.

OTHER AGENCY INVOLVEMENT:
None.

FINANCING:
There are no financial impacts to the General Fund resulting from the Board receiving this report.

Prepared by: Karina Bokanovich, Management Analyst III
Approved by: Nicholas E. Chiulos, Chief Assistant County Administrative Officer

Attachments:
A: Consolidated list of 2026 Board Appointments (redline ver.)
B: Consolidated list of 2026 Board Appointments (clean ver.)
C: Standing Committee 10-Year Rotation Schedule
D: Board Ad Hoc Committees
E: Board Policy G-10

County of Monterey

Board Report

Legistar File Number: APP 26-019

Item No.6

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

February 03, 2026

Introduced: 1/28/2026 **Current Status:** Agenda Ready

Version: 1 **Matter Type:** Appointment

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e. Provide further direction.

SUMMARY/DISCUSSION:

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It is further requested that the Board direct staff to update Board Policy G-10 to include recent revisions to the standing committee rotation and non-county entity selection process. If the Board approves, staff will make the appropriate revisions to the policy and post accordingly.

OTHER AGENCY INVOLVEMENT:
None.

FINANCING:
There are no financial impacts to the General Fund resulting from the Board receiving this report.

Prepared by: Karina Bokanovich, Management Analyst III
Approved by: Nicholas E. Chiulos, Chief Assistant County Administrative Officer

Attachments:
A: Consolidated list of 2026 Board Appointments (redline ver.)
B: Consolidated list of 2026 Board Appointments (clean ver.)
C: Standing Committee 10-Year Rotation Schedule
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Assignment of County of Monterey Board of Supervisors Members and Staff to Boards, Committees, and Commissions for Calendar Year 2026

BOARD STANDING COMMITTEES (1st two-year term of rotation schedule)	# of Appointments	2026 Appointments
Alternative Energy and Environment Committee	2	District ~~2~~4 District ~~3~~5
Budget Committee	2	District ~~3~~1 District ~~4~~2
Cannabis Committee	2	District 3 District ~~5~~1
Capital Improvement Committee	2	District ~~1~~4 District ~~5~~3
Economic Development Committee	2	District 1 District 2
Equal Opportunity Committee	2	District ~~2~~4 District 3
Health, Housing, Homelessness, and Human Services Committee	2	District ~~1~~2 District ~~4~~5
Human Resources Committee	2	District ~~1~~3 District ~~5~~4
Legislative Committee	2	District 1 District ~~2~~5
Measure AA Committee	2	District 2 District 3
Monterey Urban County Standing Committee	2	District ~~2~~5 District 4
Water Resources Agency Joint Boards Leadership Committee	2	District 2 District 3
AD HOC COMMITTEES	**# of Appointments**	**2026 Appointments**
AB 1185 Ad Hoc Committee	2	District 2 District 4
~~Battery Storage Facilities Ad Hoc Committee~~	~~2~~	~~District 2~~ ~~District 5~~
Esperanza Care Ad Hoc Committee	2	District 1 District 4
Immigrants' Rights Ad Hoc Committee	2	District 1 District 3
Natividad Medical Center Strategic Objectives Ad Hoc Committee	2	District 1 District 3
Salinas-County Ad Hoc Committee	2	District 1 District 4
Ticket/Passes Policy Ad Hoc Committee	2	District 1 District 2
Train Station Ad Hoc Committee	2	District 1 District 2
~~Standing Committee Appointment Procedure Ad Hoc~~	~~2~~	~~District 2~~ ~~District 5~~

~~Tenant Commissioner Selection Ad Hoc Committee~~	~~2~~	~~District 1~~ ~~District 4~~
Unified Health System Ad Hoc Committee	2	District 3 District 4

NON-COUNTY ENTITIES AGENCIES, JPAs & MISC. APPOINTMENTS	# of Appointments-	2026 Appointments
3CE (Central Coast Community Energy) Policy Board	1 *1 Alternate*	District 5 *District 4*
Arts Council for Monterey County	1 *1 Alternate*	District 2 *District 1*
Association of Monterey Bay Governments (AMBAG)	2 *1 Alternate*	District 2 District 5 *District 4*
Behavioral Health Commission	1 *1 Alternate*	District 4 *District 1*
Central California Alliance for Health (Santa Cruz-Monterey-Merced Managed Medical Care Commission)	1	District 4
Children's Council of Monterey County	1 *1 Alternate*	District 4 *District 3*
Coalition of Homeless Service Providers Leadership Council	1 Leadership Council Appointment *1 Alternate*	District 1 *District 5*
Community Alliance for Safety and Peace (CASP)	1 *1 Alternate*	District 1 *District 2*
Community Restorative Justice Commission	1	District 2
Emergency Communications Policy Advisory Committee	2	District 3 District 2
Emergency Medical Services Committee	2	District 5 District 3
First 5 Monterey County	1	District 3
Juvenile Justice Coordinating Council	1	District 2
Local Agency Formation Commission	2 *1 Alternate*	District 5 District 4 *District 3*
Military & Veterans Affairs Advisory Commission	1	District 1
Monterey Bay Air Resources District	3 *1 Alternate*	District 1 District 3 District 4 *District 5*
Monterey County Convention and Visitors Bureau (MCCVB)	1	District 5
Monterey County Parks Commission	1	District 2
Monterey One Water	1 *1 Alternate*	District 2 *District 4*

Monterey Peninsula Water Management District (MPWMD) - Board of Directors	1 Resident District Supervisor (D4 or D5)	District 5
Monterey Peninsula Water Management District (MPWMD) - Policy Advisory Committee	1	District 5
Monterey Peninsula Water Management District (MPWMD) - Water Supply Project Governance Committee	1 *1 Alternate*	District 5 *District 4*
NON-COUNTY ENTITIES AGENCIES, JPAs & MISC. APPOINTMENTS (Cont.)	**# of Appointments**	**2026 Appointments**
Monterey-Salinas Transit (MST)	1 *1 Alternate*	District 1 *District 4*
Natividad Medical Center Board of Trustees	1	District 3
Pajaro Regional Flood Management Agency Board of Directors (WRA)	1 *1 Alternate*	District 1 *District 4*
Pajaro River Watershed Flood Prevention Authority	1	District 2
Remote Access Network Board	1 Board Chair	District ~~3~~4
Salinas Valley Recycles (Salinas Valley Solid Waste Authority)	2 *1 Alternate*	District 2 District 3 *District 1*
Seaside Groundwater Basin Watermaster	1 *1 Alternate*	District 4 *District 5*
Workforce Development Board	1	District 1

NON-COUNTY ENTITIES DISTRICT APPOINTMENTS	**District Appointments**	**2026 Appointments**
Pajaro Regional Flood Management Agency Board of Directors	District 2 *1 Alternate*	District 2 *District 3*
Gonzales Enhanced Infrastructure District	District 3	NA
South Salinas Valley Broadband Authority	District 3	NA

NON-COUNTY ENTITIES STAFF APPOINTMENTS	**# of Appointments**	**2026 Appointments**
3CE - Operations Board	1 *1 Alternate*	CAO *Assistant CAO*
Community Corrections Partnership	1	
Law Library Board of Trustees (Term)	1 Staff member from County Counsel, District Attorney, or Public Defender	Samuel Beiderwell
Monterey Peninsula Water Management District (MPWMD) - Technical Advisory Committee (TAC)	1	Craig Spencer

NON-COUNTY ENTITIES TERM APPOINTMENTS	# of Appointments	2026 Appointments	Term
Hitchcock Road Animal Services Board of Directors	1 *1 Alternate* *1 County Rep.* *Designee*	District 2 *District 1* CAO *Chief ACAO*	Four-year term expires March 2027
Friends of Laguna Seca Board of Directors	1 *1 Alternate*	District 5 *District 1*	One-year term expires April 2025
California State Associations of Counties (CSAC)	1 *1 Alternate*	District 1 *District 4*	Appointed annually in Fall. Term expires early December 2026
Golden State Connect Authority (GSCA)			Appointed annually in Fall. Term expires early January 2027
Golden State Finance Authority (GSFA)			
Rural County Representatives of California(RCRC)	1 *1 Alternate*	District 3 *District 2*	
ReGen Monterey (Monterey Regional Waste Management District)	1 (Districts 2, 4, or 5)	District 4	Four-year term expires December 2028
Salinas Valley Groundwater Sustainability Agency	1 *1 Alternate*	District 2 *John Baillie*	Three-year term expires June 2026
Groundwater Sustainability Agency Working Group (County/SVBGSA)	1 *1 Alternate*	District 4 *CAO or Designee*	Four-year term expires January 2029

Assignment of County of Monterey Board of Supervisors Members and Staff to Boards, Committees, and Commissions for Calendar Year 2026

BOARD STANDING COMMITTEES (1st two-year term of rotation schedule)	**# of Appointments**	**2026 Appointments**
Alternative Energy and Environment Committee	2	District 4 District 5
Budget Committee	2	District 1 District 2
Cannabis Committee	2	District 3 District 1
Capital Improvement Committee	2	District 4 District 3
Economic Development Committee	2	District 1 District 2
Equal Opportunity Committee	2	District 4 District 3
Health, Housing, Homelessness, and Human Services Committee	2	District 2 District 5
Human Resources Committee	2	District 3 District 4
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Board of Supervisors Standing Committee – 10-year Rotation Schedule

		2026 & 2027		2028 & 2029		2030 & 2031		2032 & 2033		2034 & 2035	
	Committee:	District Supervisor A	District Supervisor B	District Supervisor A	District Supervisor B	District Supervisor A	District Supervisor B	District Supervisor A	District Supervisor B	District Supervisor A	District Supervisor B
Rotating Appointments	Alternative Energy and Environment	4	5	3	4	2	5	1	2	1	3
	Budget Committee	1	2	1	5	3	4	2	4	3	5
	Capital Improvement Committee	4	3	2	1	3	5	1	4	2	5
	Economic Development	1	2	3	5	1	3	2	5	2	4
	Equal Opportunity	4	3	2	5	1	4	1	3	4	5
	Health, Housing, Homelessness & Human Services	2	5	1	4	1	5	3	4	2	3
	Human Resources	3	4	1	2	2	3	4	5	1	5
	Legislative	1	5	2	3	2	4	3	5	1	4

		2026 & 2027		2028 & 2029		2030 & 2031		2032 & 2033		2034 & 2035	
Fixed/Rotating Appointments	Committee:	Fixed	Rotating	Fixed	Rotating	Fixed	Rotating	Fixed	Rotating	Fixed	Rotating
	Cannabis Committee[1]	3	1	3	2	3	4	3	5	3	1
	Monterey Urban County Standing Committee[2]	4	5	3	1	4	2	3	5	4	1

		2026 & 2027		2028 & 2029		2030 & 2031		2032 & 2033		2034 & 2035	
Fixed Appointments	Committee:	Fixed	Fixed	Fixed	Fixed	Fixed	Fixed	Fixed	Fixed	Fixed	Fixed
	Water Resources Agency Joint Boards Leadership Committee	2	3	2	3	2	3	2	3	2	3

[1]The Supervisor from District 3 shall serve on the Cannabis Standing Committee with the remaining position rotating sequentially by District

[2]A Supervisor from either District 3 or 4 shall serve on the Monterey Urban County Standing Committee with the remaining position rotating sequentially by District

[3]The Supervisors from Districts 2 and 3 shall serve on the Water Resources Agency Joint Boards Leadership Committee

1/09/2026

Ad Hoc Committees as of 1/27/26

Ad hoc committees are periodically established by the Board of Supervisors
to address a single subject for a limited duration.

Ad Hoc Committee	Established	Purpose
AB 1185 Ad Hoc Committee	2/28/2023	Study various options available concerning oversight of the Office of the Sheriff pursuant to Assembly Bill 1185.
Battery Storage Facilities Ad Hoc Committee	1/2025	Make safety recommendations concerning the Moss Landing battery storage facility.
Esperanza Care Ad Hoc Committee	1/27/26	Work with the community and committee on outreach with the Esperanza Care Program.
Immigrants' Rights Ad Hoc Committee	12/03/24	Bring together key immigrant community stakeholders that could make recommendations, enhance communication and assist the County of Monterey in preparing and protecting our immigrant community in Monterey County against any unconstitutional and draconian federal actions
Natividad Medical Center Strategic Objectives Ad Hoc Committee	2020	Address Natividad Medical Center's Strategic Objectives.
Salinas-County Ad Hoc Committee	2/23/2021	Work on updating MOUs in relation between the County and the City of Salinas.
Standing Committee Appointment Procedure Ad Hoc	11/28/2023	Review and vet standing committee appointment procedure.
Tenant Commissioner Selection Ad Hoc Committee	10/15/24	Review tenant commissioner applications, conduct interviews, and make recommendations on appointments to the Board of Supervisors.
Ticket/Passes Policy Ad Hoc Committee	12/09/25	Work with County Counsel to refine the tickets and passes policy
Train Station Ad Hoc Committee	11/21/25	Coordinate a unified plan for economic development, policy direction, and tourism for the Salinas Intermodal Transportation Center
Unified Health System Ad Hoc Committee	7/19/2022	Address electronic efficiencies for patients requiring medical help.

County of Monterey
Board Policy Manual

Policy Name	Policy Number	Page
Standing and Ad Hoc Committees, and Non-County Entities Functions, Membership and Appointments	G-10	1 of 16
Policy Category Government and Administration		

I. Purpose

a. To establish policy and guidelines for the function of and appointments to standing andad hoc committees of the Board of Supervisors, and appointments to non-County entities such as the Local Agency Formation Commission of Monterey County ("LAFCO") and the Monterey Bay Air Resources District ("MBARD").

II. Background

a. The Board of Supervisors ("Board") has, on occasion, established various standing and ad hoc committees. In addition, the County is required or has agreed to appoint Supervisors to various non-County entities such as special districts and joint powers authorities. Historically, the appointments to such committees and non-County entities have been annually upon recommendation of the incoming Chairperson of the Board and vote of the full Board. The procedure for appointments has not been formally established and was last addressed by the Board in 2010.

b. This policy is intended to formalize the functions of, and the appointment process to, Board standing and ad hoc committees, and appointments to non-County entities.

III. Policy

a. It is the policy of the Board that the functions of and appointments to Board standing and ad hoc committees, and appointments to non-County entities, be pursuant to this policy unless otherwise determined by Board resolution or Board order.

IV. Definitions

a. "Standing committee" means an advisory committee established by the Board consisting of less than a quorum of the Board and having continuing jurisdiction of a major policy issue or objective, or an issue of ongoing significance to the County. Standing Committees shall be subject to the California Open Meeting Law, Government Code

section 54950 et seq. (the "Brown Act").

b. "Ad hoc committee" means an advisory committee established by the Board, consisting of less than a quorum of the Board, and established to address a specific issue or goal with a limited existence. Ad hoc committees shall generally not exist for the lesser of the time to complete their purpose or 1 year.In unusual circumstances, the Board may authorize an ad hoc committee to exist beyond 1 year, but such committees shall not exist for more than a total of eighteen (18) months. Ad hoc committees are not subject to the Brown Act.

c. "Non-County entity" means a non-County legislative or governing body established pursuant to state law or agreement. Examples of non-County entities are, but are not limited to, LAFCO, MBARD, Salinas Valley Groundwater Sustainability Agency ("SVBGSA"), Salinas Valley Recycles (Salinas Valley SolidWaste Authority), Monterey Regional Waste Management District ("MRWMD"), and Monterey One Water ("M1W"). Such entities may or may not be subject to the Brown Act, depending on their organic law, method of formation, or unilateraldetermination. Membership on some such entities may also be determined by state law or agreement.

V. Committees established

a. Standing committees.

As of the date this policy was adopted, the standing committees of the Board are as set forth in Attachment A. The Board may create new or abolish existingstanding committees from time-to-time, and the Clerk of the Board ("COB") is authorized and directed to update Attachment A as necessary to reflect the newor abolished committees. Attachment A shall reflect which committees are newand which have been abolished, and the date of such action by the Board to create a historical record of standing committees.

b. Ad hoc committees.

As of the date this policy was adopted, the ad hoc committees of the Board are as set forth in Attachment B. The Board may create new or abolish existing ad hoc committees, on occasion, and the COB is authorized and directed to update Attachment B as necessary to reflect the new or abolished committees. Attachment B shall reflect which committees are new and which have been abolished, the date of such action by the Board, and the target date for the termination of the Ad Hoc Committee, to create a historical record of ad hoc committees.

c. Non-County entities.

As of the date this policy was adopted, the non-County entities to which the Board makes appointments are as set forth in Attachment C. Non-County entities may be created or abolished on occasion, and the COB is

authorized and directed to update Attachment C as necessary to reflect the newor abolished entities. Attachment C shall reflect which entities are new and which have been abolished, and the date of such action, to create a historical record of non-County entities.

VI. Appointments and Membership

a. Standing committees.

The membership on standing committees shall be on a rotational basissequentially by Supervisorial District as follows:

1. Supervisors shall serve on a standing committee for a term of three years that commences on January 1st and ends on December 31st.

2. Upon adoption of this policy, the Chairperson shall recommend appointments to the standing committees for the remainder of calendar year 2022, with consideration given to interest, continuity, expertise and importance to specific Supervisorial Districts, and the Board shall make the appointments. Thereafter, in December of 2022, the incoming Chairperson shall recommend appointments to the standing committees on a rotational basis. The recommendations shall be by Supervisorial District sequentially, and the recommendations shall stagger the initial terms such that not all memberships start with District 1. For example, Districts 1 and 2 to committee A; Districts 2 and 3 to committee B; Districts 3 and 4 to committee C, etc. The Board shall make the appointments at the first meeting in January of 2023, designating the Supervisor first in sequence to serve an initial term of two years, and the Supervisor second in sequence to serve the full term. Thereafter, upon completion of a Supervisor's term on the committee, the Supervisor from the District next in sequence shall serve on the committee and no formal appointment by the Board shall be required.

3. A Supervisor whose District is in sequence may, at the start of a term, decline to serve on a standing committee, in which case the Supervisor in the District next in sequence shall serve, and the membership sequence shall remain the same. For example, if the Supervisor from District 3 is next in sequence to start a term to serve on committee A and declines, theSupervisor from District 4 then serves on the committee and District 5 is next in sequence. The declining Supervisor shall provide notice to the Chairperson, CAO, County Counsel, and the COB in the December prior to the start of a term.

   If all other Supervisors decline to serve, the Board shall make an appointment upon the Chairperson's recommendation. Upon such appointment, the appointed Supervisor's District shall not re-start the sequence of membership and it remains the same. In the same exampleas above, if District 2 is appointed, District 5 remains next is sequence.

4. A Supervisor whose District is in sequence may assign or delegate membership on a standing committee to another Supervisor at the start of a term. Such assignment or delegation shall require Board approval. In the event the Board approves the assignment or delegation, the assigned/delegated Supervisor's District shall not re-start the sequence of membership. For example, the Supervisor from District 4 is on committee B and the Supervisor from District 5 is next in sequence to serve on that committee. The Supervisor from District 5 may assign or delegate service to the Supervisor from District 3. Upon Board approval, the Supervisor from District 3 serves on the committee, but District 1 remains in sequence to next serve a term on the committee. If the Board declines all proposed assignments/delegations, the Supervisor from the District in sequence shall serve the term. In the example above, if the Board declines the assignment/delegation to District 3, the Supervisor from District 5 shall serve the term.

5. Membership on standing committees is by District. If a new Supervisor is elected during a term for which a District is serving on a committee, the newly elected Supervisor shall finish out the term.

6. Supervisors who begin a term on a committee are expected to serve out that term. If a vacancy occurs in a Supervisorial District, or a Supervisor desires to resign or refuses to participate in committee meetings, the procedures in paragraph VI.A.3, above, shall generally be followed, and the selected Supervisor shall serve out the term on the committee, but thesequence of membership shall remain the same.

7. Notwithstanding the foregoing:

    i. A Supervisor from either District 3 or 4 shall serve on the Monterey Urban County Standing Committee with the remaining position rotating sequentially by District;

    ii. The Supervisors from Districts 2 and 3 shall serve on the Water Resources Agency Joint Boards Leadership Committee;

    iii. The Supervisor from District 3 shall serve on the Cannabis Standing Committee with the remaining position rotating sequentially by District;and,

    iv. The Supervisor appointed to serve on the Coalition of Homeless Services Providers Leadership Council shall serve on the Homelessness Standing Committee with the remaining position rotating sequentially by District.

    v. Should any of the above identified Supervisors decline to serve, wish to assign or delegate, or resign from serving, the procedures in paragraphs VI.A.3, A.4 or A.6, above, shall be followed as appropriate.

8. The COB shall keep a roster of standing committee membership which shall be presented to the Board for information at the Board's first meetingof the calendar year.

b. Ad hoc committees.

Ad hoc committees may be formed on occasion by the Board. Upon formation, the Board shall determine membership and anticipated length of existence, with consideration given to interest, expertise, and importance to specific Supervisorial Districts. Supervisors appointed to an ad hoc committee are expected to serve on the committee until such time as the committee is disbanded; however, a Supervisor may request to be removed from a committee,in which case the Board shall select a replacement.

Prior to the first meeting of the Board in a calendar year, the COB shall prepare amatrix showing membership on ad hoc committees and the anticipated expiration of the committees, and submit the matrix for Board confirmation at the first meeting of the calendar year. The COB shall keep the matrix for reference and shall update the matrix if a committee is disbanded during the calendar year.

c. Non-County entities.

In December of each year, for those non-County entities whose membership is not set by state law or agreement, the CAO shall, in a manner that does not violate the Brown Act, and in consultation with the County Counsel, solicit interest from each Supervisor regarding service on such entities (designated appointments are listed on Attachment C). Upon receiving such input, the CAO shall provide the information to the incoming Chairperson, who shall prepare recommendations for appointments to the non-County entities, including recommendations for those non-County entities whose membership is set by state law or agreement. Recommendations for those entities whose membershipis not set by state law or agreement shall be prepared with consideration given tointerest, continuity, expertise, and importance to specific Supervisorial Districts.
The CAO shall process to the full Board consideration of the recommendations atthe first Board meeting in January of each year, and the Board shall make such appointments as it deems appropriate. The COB shall keep a roster of non- County entity membership for reference.

VII. Committee Procedures

a. At their first meeting of each calendar year, standing and ad hoc committees shall select a Chairperson. Generally, and unless a committee determines otherwise, the Chairperson position of each committee shall rotate annually between its appointees. The meetings of committees, and the responsibility of committee members, shall be in conformance with Section 2.04.250 of the Monterey County Code, enclosed for ease of reference as Attachment D.

VIII. Review Date

a. This Policy will be reviewed by the Board in December of 2024, and then every even numbered year after that.

IX. Board Action

a. Legistar File Number: 22-185, March 1, 2022

ATTACHMENT A

ATTACHMENT A

BOARD STANDING COMMITTEES

Alternative Energy and Environment Committee

Budget Committee

Cannabis Standing Committee[1]

Capital Improvement Committee

Economic Opportunity Committee

Equal Opportunity Committee

Health, Housing, and Human Services Committee

Homelessness Committee[2]

Human Resources Committee

Legislative Committee

Monterey Urban County Standing Committee[3]

Water Resources Agency Joint Boards Leadership Committee[4]

[1]Supervisor from District 3 to be a member with the remaining position rotating sequentially by District.
[2]Supervisor appointed to Coalition of Homeless Services Providers Leadership Council to be a member with the remaining position rotating sequentially by District.
[3]Supervisor from either District 3 or 4 to be a member with the remaining position rotating sequentially by District.
[4]Supervisors from Districts 2 and 3 to be members.

ATTACHMENT B

ATTACHMENT B

BOARD AD HOC COMMITTEES

Animal Services Ad Hoc Committee

COVID-19 Agricultural Ad Hoc Committee

COVID-19 Communications Ad Hoc Committee

COVID-19 Hospitality Ad Hoc Committee

Downtown MOU Ad Hoc Committee

Housing Authority Ad Hoc Committee

ATTACHMENT C

ATTACHMENT C

NON-COUNTY ENTITIES

3CE (Central Coast Community Energy) – Policy Board

3CE (Central Coast Community Energy) – Operations Board[1]

Arts Council for Monterey County

Association of Monterey Bay Area Governments (AMBAG)

Behavioral Health Commission

California State Association of Counties (CSAC) Board of Directors[2]

Central California Alliance for Health (Santa Cruz-Monterey-Merced Managed Medical Care Commission) (CCAH)

Children's Council of Monterey County

Coalition of Homeless Services Providers Leadership Council

Community Corrections Partnership[1]

Community Alliance for Safety and Peace (CASP)

Community Restorative Justice Commission

Emergency Communications Policy Advisory Committee

Emergency Medical Services Committee

First 5 Monterey County

Golden State Connect Authority (GSCA)

Golden State Financing Authority (GSFA)

Gonzales Enhanced Infrastructure District Public Financing Authority[3]

Juvenile Justice Coordinating Council

Law Library Board of Trustees[1]

Local Agency Formation Commission (LAFCO)

Military & Veterans Affairs Advisory Commission

Monterey Bay Air Resources District (MBARD)

Monterey County Convention and Visitors Bureau (MCCVB)

Monterey County Parks Commission

ATTACHMENT C (cont.)

NON-COUNTY ENTITIES

Monterey One Water (M1W)

Monterey Peninsula Water Management District (MPWMD) Board of Directors[4]

Monterey Peninsula Water Management District (MPWMD) Policy Advisory Committee (PAC)

Monterey Peninsula Water Management District (MPWMD) Technical Advisory Committee (TAC)[1]

Monterey Peninsula Water Supply Project Governance Committee

Monterey Regional Waste Management District (MRWMD)[5]

Monterey-Salinas Transit (MST)

Natividad Medical Center Board of Trustees

Pajaro Regional Flood Management Agency (PRFMA)[6]

Pajaro River Watershed Flood Prevention Authority (PRWFPA)

Remote Access Network[7]

Rural County Representatives of California (RCRC)

Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA)[8]

Salinas Valley Recycles (Salinas Valley Solid Waste Authority)[9]

Seaside Groundwater Basin Watermaster[10]

Transportation Agency for Monterey County (TAMC)[11]

Workforce Development Board (WDB)

[1]County staff appointments.

[2]Appointment to the Board of Directors is typically made in the fall, in time for the appointed Supervisor to participate in the CSAC Board meeting in November/December.

[3]Appointee is the Supervisor from the District that includes the City of Gonzales; alternate is chief of staff.

[4]Appointee must be a resident of MPWMD.

[5]Appointee shall be the Supervisor from either District 4 or 5.

[6]The Supervisor from District 2 shall be the County appointee to the Board; Board to make another appointment for the Water Resources Agency seat.

[7]Appointee shall be the Chairperson of the Board.

[8]Appointment to SVBGSA Board is made in June for a three (3) year term. Next appointment is June of 2023, and every three (3) years thereafter.

[9]Appointees shall be the Supervisors from Districts 1, 2 and 3, either as primaries or alternate.

[10]Appointees shall be the Supervisors from Districts 4 and 5.

[11]Alternates are County staff appointments.

ATTACHMENT D

ATTACHMENT D

2.04.250 Committees.

A. It shall be the responsibility of each member of a committee appointed by the Board to be fully informed concerning the business assigned to it by the Board. Eachcommittee shall promptly perform tasks assigned to it and report to the Board such information and recommendations as shall be necessary or proper.

B. The regular meetings of all committees of the Board of Supervisors shall be held at168 West Alisal Street, Salinas, California; however, regular meetings of a Board committee may be held at a location within the County other than 168 West Alisal Street or other than in the City of Salinas provided that either:

1. Such alternate location is adopted when the schedule for regular meetings duringthe year is adopted by the committee as permitted in Subsection 2.04.250.D, or

2. The alternate location is adopted by resolution or order at a regular meeting and notice of the alternative location is posted prior to the regular meeting immediatelypreceding the meeting at the alternate location.

C. Committees may hold special meetings, and continue or adjourn regular meetings, in the manner provided for the Board of Supervisors set forth in Sections 2.04.030 and2.04.060, above.

D. Each committee may annually adopt a schedule setting forth the time and place forholding regular meetings; such schedule may be amended from time-to-time by the committee.

(Ord. 2523 § 1 Ch. 7 Rule 23, 1979)

(Ord. No. 5257, §§ 5, 6, 9-29-2015)

Introduced: 1/28/2026
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

Receive the Measure AA Committee's funding recommendations and provide direction as deemed appropriate.

RECOMMENDATION:
It is recommended that the Board of Supervisors:

a. Receive the Measure AA Committee's funding recommendations; and,
b. Provide direction as deemed appropriate

SUMMARY:
The Measure AA Ad Hoc Committee was established by the Board of Supervisors on January 7, 2025, following voter approval of Measure AA in November 2024. Measure AA is a 1% sales tax dedicated to general government purposes and consumption within unincorporated areas of Monterey County. On January 14, 2025, the Board appointed Supervisors from Districts 2 and 3 to serve on the committee.

On August 26, 2025, the Board approved maintaining FY 2025-26 budget priorities consistent with FY 2024-25 priorities, establishing quarterly funding allocations beginning in FY 2026-27 independent of the annual budget process, prioritizing new and highly visible projects including roads, parks, and homelessness initiatives.

Recognizing the ongoing need for Measure AA oversight, the Board transitioned the ad hoc committee into a standing committee in October 2025, retaining the existing membership from Districts 2 and 3 to ensure continuity. This action reflects the long-term nature of responsibilities, which include monitoring revenues, assessing projections, and reviewing projects for potential funding-tasks that warrant continued oversight and public engagement.

In December 2025, the Measure AA Committee (Committee) convened to review potential projects for recommendation to the Board. The Committee's recommended projects, outlined in Attachment A, align with the Board-approved FY 2025-26 priority areas in terms of categories for allocation revenue. Recommendations are organized into two categories: Tier 1 projects, which can be fully funded with currently available revenue and substantially completed before the close of FY 2025-26, and Tier 2 projects, which would be prioritized when additional funding becomes available. In developing its recommendations, the Committee considered the Board's established priorities and identified projects that include road and park improvements, preparation of a battery energy storage

system ordinance, housing element implementation, and fire preparedness initiatives such as home hardening and defensible space programs. The total recommended allocation for Tier 1 projects is $9.5 million. The Committee further recommends that unspent allocation balances for approved projects be carried forward to future fiscal years.

Staff wishes to convey the following options for Board consideration:

1. Approve the Committee's recommendations as proposed.
2. Adjust the Committee's recommendations.
3. Continue this item to the February 10, 2026 Pre-Budget Workshop for further discussion
4. Refer the item back to the Committee for additional review.

Should the Board elect to proceed with options 1 or 2, staff would return with a budget resolution reflecting the Board's direction.

In addition, the Committee has reviewed and provided recommendations related to the development of signage for Measure AA project sites. That item will be brought forward for Board consideration at a future meeting.

Staff will also return at a future meeting to request formal establishment of the citizens' oversight committee.

OTHER AGENCY INVOLVEMENT:
The County Administrative Office coordinated with the Office of County Counsel on the development of this report. The Measure AA Committee provided the proposed recommendations during its meeting on December 8, 2025.

FINANCING:
To date, the County has collected $7.0 million in FY 2024-25 and $8.5 million in FY 2025-26 (covering 4 months of collections); for a total combined $15.5 million in collections year-to-date since inception (covering 7 months of collections). The FY 2025-26 Budget has allocated $5.9 million in Measure AA funding as approved by the Board. The remaining balance is $9.7 million based on collected revenue.

The recommendations from the Measure AA committee include allocations totaling $9.5 million for Tier 1, while Tier 2 recommendations total $2.7 million. Based on the current available balance, should Tier 1 recommendations be approved, the balance will be $192,025.

Measure AA revenue is estimated at $24 million annually. This is a new revenue source, the County does not have a full year of collections and therefore is not allocating the full amount of estimated revenues.

Prepared by: Karina Bokanovich, Management Analyst III
Approved by: Nicholas E. Chiulos, Chief Assistant County Administrative Officer

Attachments: List of recommended projects

Introduced: 1/28/2026 **Current Status:** Agenda Ready

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

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Prepared by: Karina Bokanovich, Management Analyst III
Approved by: Nicholas E. Chiulos, Chief Assistant County Administrative Officer

Attachments: List of recommended projects

Tier 1		
Battery Energy Storage System	HCD	100,000.0
Housing Element Implementation	HCD	650,000.0
Fire Prepared(Home Harding and Defensible Space	HCD	100,000.0
San Benancio Road (SR68-to Harper Cyn Rd)	Roads	5,600,000.0
Vierra Canyon Road (SR-156 to 1 mile East)		
Blackie Road (SR-183 to Del Monte Ave)		
Old Stage Road (Alisal to San Jerardo)		
Bradley Rd (Bridge to Salinas St. W/Fire Station Loop)		
Reservation Rd		
Rio Rd D-5		
Central Ave Blade Lay	Roads	1,250,000.0
Wildhourse Road Blade Lay		
Lonoak Road Blade Lay		
Toro Playground	Parks	1,200,000.0
Royal Oaks Playground	Parks	
San Lorenzo Playground	Parks	
San Lorenzo Splash Zone	Parks	
Bathroom Gigling	Parks	200,000.0
Lake San Antonio South Shore Water System	Parks	300,000.0
Disc Golf (4)	Parks	100,000.0
		9,500,000.0

Tier 2		
San Lucas Community Parcel	Roads	70,000.0
Neighborhood Traffic Management Program	Roads	200,000.0
Augmented Litter Abatement	Roads	230,000.0
San Benancio Road (MP 1.0-2.0)	Roads	1,000,000.0
Parkfield Coalinga Road Blade-Lay	Roads	250,000.0
Lake San Antonio and San Lorenzo Park Kitchen Remodel	Parks	500,000.0
San Lorenzo Park Shower Building Remodel	Parks	100,000.0
LSRA Potable Drinking Water System LSRA	Parks	300,000.0
		2,650,000.0

Measure AA Committee Recommendations

Board of Supervisors Meeting

February 3, 2026

Ballot Language:

Measure AA - County, Unincorporated Area (*November 5, 2024 General Election*)
To fund critical County of Monterey services, including street maintenance and pothole repair; enhanced public safety, emergency services and disaster response, prevention, and recovery; programs to reduce homelessness; libraries, parks, and recreation facilities; water and sewer infrastructure; healthcare; clean and affordable drinking water and other services; shall the County of Monterey's transaction and use tax be increased in unincorporated areas by 1%, providing approximately $29,000,000 annually, to be spent locally only, until ended by voters?

FY 2025-26 Budget Priorities:

1) Road Repair and Infrastructure Projects – repair roads and bridges, fix potholes, and address failing public facilities and infrastructure that have exceeded their useful life.

2) Water and Sewer (Wastewater) Infrastructure Projects – make repairs to improve reliability, improve efficiency, quality, and service for reliable, sustainable and safe water.

3) Parks Projects – restoring the recreational features and improve our County parks and lake recreational facilities for enhancing resident visitorship experience.

4) Essential and Mandated 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.

5) Emergency Management and Response Services including disaster response, animal services and emergency communications.

Tier 1		
Battery Energy Storage System	HCD	100,000.0
Housing Element Implementation	HCD	650,000.0
Fire Prepared(Home Harding and Defensible Space	HCD	100,000.0
San Benancio Road (SR68-to Harper Cyn Rd)	Roads	5,600,000.0
Vierra Canyon Road (SR-156 to 1 mile East)		
Blackie Road (SR-183 to Del Monte Ave)		
Old Stage Road (Alisal to San Jerardo)		
Bradley Rd (Bridge to Salinas St. W/Fire Station Loop)		
Reservation Rd		
Rio Rd D-5		
Central Ave Blade Lay	Roads	1,250,000.0
Wildhourse Road Blade Lay		
Lonoak Road Blade Lay		
Toro Playground	Parks	1,200,000.0
Royal Oaks Playground	Parks	
San Lorenzo Playground	Parks	
San Lorenzo Splash Zone	Parks	
Bathroom Gigling	Parks	200,000.0
Lake San Antonio South Shore Water System	Parks	300,000.0
Disc Golf (4)	Parks	100,000.0
		9,500,000.0

Tier 2		
San Lucas Community Parcel	Roads	70,000.0
Neighborhood Traffic Management Program	Roads	200,000.0
Augmented Litter Abatement	Roads	230,000.0
San Benancio Road (MP 1.0-2.0)	Roads	1,000,000.0
Parkfield Coalinga Road Blade-Lay	Roads	250,000.0
Lake San Antonio and San Lorenzo Park Kitchen Remodel	Parks	500,000.0
San Lorenzo Park Shower Building Remodel	Parks	100,000.0
LSRA Potable Drinking Water System LSRA	Parks	300,000.0
		2,650,000.0

Options:

1. Approve the Committee's recommendations as proposed
2. Adjust the Committee's recommendations
3. Continue this item to the February 10, Pre-Budget Workshop for further discussion
4. Refer item back to the Committee for additional review

AA Funding Allocations in Budget FY 25-26	FTE	Final Budget	
CAO			
Fisheries and Reservoir contributions		100,000	
Health			
Overtime		15,000	
Spay and Neuter Clinic		101,780	
4.0 New positions for Animal Services	4.0	180,842	
Housing and Community Development			
Planning On-Call Services		112,500	
Chualar Community Plan		375,000	
Contract Plan Check and Inspection Services		75,000	
General Plan Housing and Safety Element Update.		373,787	
Public Works, Facilities and Parks			
Temporary Staff		97,500	
Road Fund - backfill 25% TOT allocation		1,673,966	
Sheriff-Coroner			
Deputies - Enforcement Operations	6.0	1,318,417	
Axon Agreement (Mid Year Modification)		1,450,000	
Grand Total	**10.0**	**5,873,792**	
Measure AA Asignment (FY 2024-25)		7,014,858	
YTD Revenue Collection		8,550,959	through Oct 2025 (4 mo)
Total Measure AA Funds		**15,565,817**	
Balance		**9,692,025**	
Tier 1 Projects		9,500,000	
Balance		192,025	

Introduced: 1/22/2026
Version: 1

Current Status: Scheduled PM
Matter Type: BoS Resolution

2026 LAND USE FEE UPDATE

Public hearing to consider adopting a resolution to:
a. Find that modification to Housing and Community Development's and County Counsel's fees is statutorily exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15273 and 15378(b)(4) of the CEQA Guidelines; and
b. Amend the Monterey County Fee Resolution, Article IX - Land Use, Article XVII - County Counsel, and Article XIX -Building Services to make adjustments to fees for processing applications for land use permits and entitlements.

RECOMMENDATION:

It is recommended that the Board of Supervisors adopt a resolution to:
a. Find that modification to the Housing and Community Development's and County Counsel's fees is statutorily exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15273 and 15387(b)(4) of the CEQA Guidelines; and
b. Amend the Monterey County Fee Resolution, Article IX - Land Use, Article XVII - County Counsel, and Article XIX -Building Services to make adjustments to fees for processing applications for land use permits and entitlements.

SUMMARY:

Fees for processing applications for land use permits and entitlements and building services are set forth in "articles" of the Monterey County Fee Resolution. Internal evaluations and fee updates have been completed periodically in recent years, but staff hired a consultant to perform a full study to assess and determine the updated full cost of providing development-related services. In 2025, the Housing and Community Development (HCD) Department contracted with Matrix Consulting Group (Matrix) to complete a fee study for both building permits and land use entitlements. Matrix analyzed the cost-of-service relationships that exist between fees for service activities for both Building Services and Planning Services. The results of this study provide a tool for understanding current service levels and the cost of providing those services. (Attachment B) The attached detailed discussion (Attachment C) reviews the changes HCD proposes for adoption per suggestions made in the Matrix fee study. County Counsel is also proposing to revise its land use permit application fees to align with the HCD's proposed fee structure and to update hourly rates.

DISCUSSION:

Matrix analyzed the cost-of-service relationships that exist between fees for service activities. The results of this study provide a tool for understanding current service levels and the cost for those services. The approach used for the fee study was to determine the time spent per unit of fee activity

for each position within HCD. Time spent per activity was determined by interviewing department staff on each step in the permit process. After time spent for a fee activity was determined, all applicable direct and indirect costs were then considered in the calculation of the "full" cost of providing each service. Information regarding the recent wage increases were included in updating the fully burdened hourly rates of all staff which in turn affected the cost-of-service results.

The Matrix study found that HCD is under-recovering costs by approximately $2.5 million. Building Services had the largest deficit at $1.7 million and Planning Services had a deficit of approximately $830,000. The proposed revisions to both Building Services and Planning Services will bring HCD's revenue closer to full cost recovery for the services provided. Please see the Detailed Discussion in Attachment C for more information and links to the cost-of-service data as well as the itemized list of changes to both fee articles. Additionally, HCD is proposing less than full cost recovery for several fee items to incentivize particular activities, including construction of accessory dwelling units and solar energy installations. An itemized table of the approximate $1.2M in estimated revenue that would not be realized due to these proposed fee reductions is also included in the attached detailed discussion. The total net increase to revenue to HCD after adoption of the proposed fee articles is an estimated $1.3M.

County Counsel's land use permit application fees are set out in Article XVII of the Monterey County Fee Resolution. These fees recover a portion of the cost of County Counsel staff advising County departments on processing land use permit applications and associated work. The proposed amendment to Article XVII changes County Counsel's fee structure for legal review associated with condition compliance and mitigation monitoring to align with the change in fee structure proposed by HCD for these services. County Counsel is also proposing to update the hourly rate in its fee schedule to $340 per hour, from the current $324 per hour, to reflect the current fully burdened hourly labor rate for Deputy County Counsel IV, Step 7.

OTHER AGENCY INVOLVEMENT:
HCD worked with stakeholders, and other County departments with land-use responsibilities such as the Office of the County Counsel, the Environmental Health Bureau and Public Works, Facilities and Parks Department. HCD generally received support for the proposed amendments and updates to the fee articles. County Counsel is proposing revisions to its fee schedule to align with HCD's proposed changes and to update hourly rates.

FINANCING:
The fee study and staff time to develop and process the amended fee articles is funded as part of the Fiscal Year 2025-26 Adopted Budget, Unit 8543, Appropriation Unit HCD002. The objective of the proposed changes to existing fee articles is to make appropriate adjustments and provide full cost recovery for most permit categories.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The requested actions support the Board of Supervisors Strategic Plan goals by promoting fiscal responsibility and efficient, effective County operations while offering excellent customer service to the public.

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

Prepared by: Karen Riley-Olms, HCD Management Analyst II x5132
Approved by: Craig Spencer, HCD Director

The following attachments are on file with the Clerk of the Board:
Attachment A - Draft Resolution; including:
- Exhibit 1-Article IX
- Exhibit 2-Article XVII
- Exhibit 3-Article XIX

Attachment B - Fee Study Report
Attachment C - Detailed Discussion
Attachment D - Current Article IX
Attachment E - Article XVII redline
Attachment F - Current Article XIX
Attachment G - Public Hearing Notice
Attachment H - Links to Supporting Materials

cc: HCD Permit Center: Elizabeth Gonzalez and Elizabeth Ruiz; Environmental Health Bureau: Ric Encarnacion and Connor Cappi; Office of the County Counsel: Kelly Donlon, Cassandra Zarco and Wendy Strimling; HCD Planning: Melanie Beretti; HCD Building Services: Joshua Bowling and Evan Nuckles; HCD Director: Craig Spencer; PWFP Department: Randy Ishii and Jessica Cordiero-Martinez; and Permit Streamlining Task Force

Introduced: 1/22/2026
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Resolution

2026 LAND USE FEE UPDATE

Public hearing to consider adopting a resolution to:
a. Find that modification to Housing and Community Development's and County Counsel's fees is statutorily exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15273 and 15378(b)(4) of the CEQA Guidelines; and
b. Amend the Monterey County Fee Resolution, Article IX - Land Use, Article XVII - County Counsel, and Article XIX -Building Services to make adjustments to fees for processing applications for land use permits and entitlements.

RECOMMENDATION:

It is recommended that the Board of Supervisors adopt a resolution to:
a. Find that modification to the Housing and Community Development's and County Counsel's fees is statutorily exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15273 and 15387(b)(4) of the CEQA Guidelines; and
b. Amend the Monterey County Fee Resolution, Article IX - Land Use, Article XVII - County Counsel, and Article XIX -Building Services to make adjustments to fees for processing applications for land use permits and entitlements.

SUMMARY:

Fees for processing applications for land use permits and entitlements and building services are set forth in "articles" of the Monterey County Fee Resolution. Internal evaluations and fee updates have been completed periodically in recent years, but staff hired a consultant to perform a full study to assess and determine the updated full cost of providing development-related services. In 2025, the Housing and Community Development (HCD) Department contracted with Matrix Consulting Group (Matrix) to complete a fee study for both building permits and land use entitlements. Matrix analyzed the cost-of-service relationships that exist between fees for service activities for both Building Services and Planning Services. The results of this study provide a tool for understanding current service levels and the cost of providing those services. (Attachment B) The attached detailed discussion (Attachment C) reviews the changes HCD proposes for adoption per suggestions made in the Matrix fee study. County Counsel is also proposing to revise its land use permit application fees to align with the HCD's proposed fee structure and to update hourly rates.

DISCUSSION:

Matrix analyzed the cost-of-service relationships that exist between fees for service activities. The results of this study provide a tool for understanding current service levels and the cost for those services. The approach used for the fee study was to determine the time spent per unit of fee activity

for each position within HCD. Time spent per activity was determined by interviewing department staff on each step in the permit process. After time spent for a fee activity was determined, all applicable direct and indirect costs were then considered in the calculation of the "full" cost of providing each service. Information regarding the recent wage increases were included in updating the fully burdened hourly rates of all staff which in turn affected the cost-of-service results.

The Matrix study found that HCD is under-recovering costs by approximately $2.5 million. Building Services had the largest deficit at $1.7 million and Planning Services had a deficit of approximately $830,000. The proposed revisions to both Building Services and Planning Services will bring HCD's revenue closer to full cost recovery for the services provided. Please see the Detailed Discussion in Attachment C for more information and links to the cost-of-service data as well as the itemized list of changes to both fee articles. Additionally, HCD is proposing less than full cost recovery for several fee items to incentivize particular activities, including construction of accessory dwelling units and solar energy installations. An itemized table of the approximate $1.2M in estimated revenue that would not be realized due to these proposed fee reductions is also included in the attached detailed discussion. The total net increase to revenue to HCD after adoption of the proposed fee articles is an estimated $1.3M.

County Counsel's land use permit application fees are set out in Article XVII of the Monterey County Fee Resolution. These fees recover a portion of the cost of County Counsel staff advising County departments on processing land use permit applications and associated work. The proposed amendment to Article XVII changes County Counsel's fee structure for legal review associated with condition compliance and mitigation monitoring to align with the change in fee structure proposed by HCD for these services. County Counsel is also proposing to update the hourly rate in its fee schedule to $340 per hour, from the current $324 per hour, to reflect the current fully burdened hourly labor rate for Deputy County Counsel IV, Step 7.

OTHER AGENCY INVOLVEMENT:
HCD worked with stakeholders, and other County departments with land-use responsibilities such as the Office of the County Counsel, the Environmental Health Bureau and Public Works, Facilities and Parks Department. HCD generally received support for the proposed amendments and updates to the fee articles. County Counsel is proposing revisions to its fee schedule to align with HCD's proposed changes and to update hourly rates.

FINANCING:
The fee study and staff time to develop and process the amended fee articles is funded as part of the Fiscal Year 2025-26 Adopted Budget, Unit 8543, Appropriation Unit HCD002. The objective of the proposed changes to existing fee articles is to make appropriate adjustments and provide full cost recovery for most permit categories.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The requested actions support the Board of Supervisors Strategic Plan goals by promoting fiscal responsibility and efficient, effective County operations while offering excellent customer service to the public.

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

Prepared by: Karen Riley-Olms, HCD Management Analyst II x5132
Approved by: Craig Spencer, HCD Director

The following attachments are on file with the Clerk of the Board:
Attachment A - Draft Resolution; including:
- Exhibit 1-Article IX
- Exhibit 2-Article XVII
- Exhibit 3-Article XIX

Attachment B - Fee Study Report
Attachment C - Detailed Discussion
Attachment D - Current Article IX
Attachment E - Article XVII redline
Attachment F - Current Article XIX
Attachment G - Public Hearing Notice
Attachment H - Links to Supporting Materials

cc: HCD Permit Center: Elizabeth Gonzalez and Elizabeth Ruiz; Environmental Health Bureau: Ric Encarnacion and Connor Cappi; Office of the County Counsel: Kelly Donlon, Cassandra Zarco and Wendy Strimling; HCD Planning: Melanie Beretti; HCD Building Services: Joshua Bowling and Evan Nuckles; HCD Director: Craig Spencer; PWFP Department: Randy Ishii and Jessica Cordiero-Martinez; and Permit Streamlining Task Force

Attachment A

Before the Board of Supervisors
In and for the County of Monterey, Sate of California

Resolution No. 26- _____

Resolution Amending the Monterey County Fee Resolution relating to Fee Articles for processing applications for land-use permits and entitlements, effective April 4, 2026, as follows:
a. Find that modification of permit fees is statutorily exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15273 and 15378(b)(4) of the CEQA Guidelines; and
b. Amend Article IX-Land Use to make adjustments to fees;
c. Amend Article XVII—County Counsel to make adjustment to fees; and
d. Amend Article XIX-Building Services to make adjustments to fees.

This resolution is made with reference to the following facts:

1. State law allows the County, after noticed public hearing, to adopt a resolution to adopt new fees or increase existing fees for processing land use permits and entitlements, provided the fees do not exceed the estimated reasonable cost of providing the service for which the fee is charged.

2. Section 1.40.010 of Chapter 1.40 of the Monterey County Code provides that all fees, penalties, refunds, reimbursements, and charges of any kind collected by the County may be specified in the Monterey County Fee Resolution.

3. Federal, state, and local laws and regulations mandate that the County provide certain services. Periodically, land use fees are amended to recover at least a portion of the costs to provide these services.

4. The Housing and Community Development (HCD) department contracted with Matrix Consulting Group in 2025 to prepare a fee study to determine the estimated reasonable costs for providing those fee-based services

5. The Housing and Community Development department is proposing adjustments to fee schedules based on the results of the fee study conducted by Matrix Consulting Group.

6. The land use fee adjustments made by this resolution are to recover staff costs of processing applications for land use for permits and entitlements and associated

planning, monitoring, and enforcement activities performed by the HCD. The increased fees do not exceed estimated reasonable or actual costs of performing the services, processing land-use applications and entitlements, and associated permitting, monitoring, and enforcement activities. Any adjustments to the fees reflect no more than the actual costs of the services or benefits received by the payor. To the extent that the fees do not result in full cost recovery, the shortfall may impact the County General Fund.

7. Land use fees for the HCD department consist of the following Fee Articles:

    a. **Article IX** represents land use fees for Planning Services, which is a functional unit of the Housing and Community Development Department. This Article includes fees for services related to land-use entitlements and was last comprehensively updated in 2019 (Resolution 19-318) with minor updates in 2021 and 2024.
    b. **Article XIX** represents fees for Building Services, which is a functional unit of the Housing and Community Development department. This Article includes fees relating to building permit and inspection services and was last comprehensively updated in 2019 (Resolution 19-318).

8. County Counsel's land use permit application fees are set out in **Article XVII** of the Monterey County Fee Resolution. These fees recover a portion of the cost of County Counsel staff advising County departments on processing land use permit applications and associated work. The proposed amendment to Article XVII changes County Counsel's fee structure for legal review associated with condition compliance and mitigation monitoring to align with the change in fee structure proposed by HCD for these services. The hourly rate in County Counsel's fee schedule is updated to $340 per hour, from the current $324 per hour, to reflect County Counsel billing rates that took effect on July 1, 2025.

9. These fees are not a "tax" and are exempt from voter approval under section 1(e) (1)-(3), (5) and (6) of Article XIII C of the California Constitution (Proposition 26, excepting from the definition of "tax" charges imposed for specific benefit conferred/privilege/service or product, and/or reasonable regulatory costs to local government for issuing permits and the administrative enforcement thereof, fines and penalties and charges for violation of law, and property development charges). These fees are imposed for a specific government service provided directly to the applicant that is not provided to those not charged, are imposed for the reasonable regulatory costs to the County for issuing permits for property development and the administrative enforcement thereof, and do not exceed the reasonable costs to the County of providing these services.

10. This action to modify land use fees is statutorily exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15273 and 15378(b)(4) of the CEQQ Guidelines because the action involves modification to fees charged by the County for recovery of operating expenses associated with processing land use permits and is a governmental funding mechanism which does not involve any commitment to any

specific project which may result in a potentially significant physical impact on the environment. (CEQA Guidelines sections 15273 and 15378(b)(4).)

11. Said amendments to the land-use fees shall take effect no sooner than 60 days following adoption of the amendment.

12. A notice of this matter was provided by publication of notice in a newspaper of general circulation in the County and distribution of notice to interested persons, and all testimony from staff and the public has been heard and considered.

NOW, THEREFORE, BE IT RESOLVED THAT the Monterey County Board of Supervisors does hereby:

1. Certify that the foregoing recitals are true and correct.

2. Amend the Monterey County Fee Resolution, to take effect April 4, 2026, relating to fees for processing applications for land-use permits and entitlements, as follows:

a. Find that modification of permit fees is statutorily exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15273 and 15378(b)(4) of the CEQA Guidelines; and
b. Amend Article IX-Land Use to make adjustments to fees;
c. Amend Article XVII-County Counsel to make adjustment to fees; and
c. Amend Article XIX-Building Services to make adjustments to fees.

Article IX-Land Use, Article XVII-County Counsel, and Article XIX-Building Services, all as amended herein, are attached hereto and incorporated herein by reference.

PASSED AND ADOPTED upon motion of supervisor_____, seconded by Supervisor_____ and carried this 3rd day of February 2026, by the following vote, to wit:

AYES:

NOES:

ABSENT:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original resolution of said Board of Supervisors duly made and entered in the minutes thereof 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

EXHIBIT 1
ARTICLE IX – Land Use

ARTICLE IX- Land Use

Housing & Community Development Fee Schedule

(Per Resolution No. 26- _____, adopted _____,__ 2026 by the Monterey County Board of Supervisors)

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

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

Work performed without a permit where a permit is required is subject to Code Enforcement Investigation and Compliance Support based on hourly rates, plus double the permit fee.

Fee Name	Unit	Fee	Footnotes
Address - Address Reassignment	Each	$ 300	
Address - Address Verification	Each	$ -	
Address - Each Additional Address	Each	$ 90	
Address - First Address Assignment	Each	$ -	
Administrative Permit or Coastal Administrative Permit (General)	Each	$ 6,860	11
Airport Land Use Commission Application Review	Each	$ 1,900	
Appeal - Coastal/Inland Permit	Each	$ 3,000	1,2
Appeal - Director's Interpretation	Each	$ 1,820	1,2
Appeal - Fee Determination	Each	$ 2,170	1,2
Appeal - Incomplete or Completeness Determination	Each	$ 2,170	
Certificate of Compliance Conditional	Deposit	$ 5,000	6
Certificate of Compliance Unconditional - Each Additional Lot	Each Addl. Lot	$ 210	6
Certificate of Compliance Unconditional (up to 2 lots)	Each	$ 730	6
Certificate of Correction - Map modification (except change of scenic easement)	Each	$ 1,500	
Coastal Development Permit	Each	$ 12,510	10,11
Coastal Implementation Plan Amendment	Deposit	$ 10,000	
Code Enforcement Activities	Per Hour	$ 226	
Combined Development Permit	Each	$ 17,930	10,11
Condition Compliance - Mitigation Monitoring	Per MM	$ 420	8,9
Condition Compliance (First Three Conditions Included in Cost of Entitlement)	Per Condition	$ 210	8,9
Contract Administration (New contracts and amendments)	Each	15%	
Deed Restriction Processing (ministerial permits)	Per Hour	$ 217	
Design Approval - Administrative, review & approval required, no hearing required	Each	$ 1,210	
Design Approval - Over the Counter, limited in scope, no hearing required	Each	$ 640	
Design Approval - Public hearing required	Each	$ 3,750	

Development Agreement - Extension	Deposit	$ 5,000	3
Development Agreement/Amendment	Deposit	$ 10,000	3
Development Review Committee Conference	Each	$ 2,880	5
Director's Interpretation	Each	$ 1,520	
Emergency Permit	Each	$ 2,210	
Environmental Review - Addendum (tiered from earlier Environmental Impact Report or MND; fees are additive to permit fees)	Each	$ 1,300	
Environmental Review - Environmental Impact Report (Extraordinary Development Application)	Deposit	$ 20,000	3,4
Environmental Review - Initial Study (ND/MND; fees are additive to permit fees)	Deposit	$ 15,000	3
Extraordinary Development Application	Deposit	$ 20,000	3,4
Floodplain Determination	Each	$ -	
Franchise Agreement	Each	$ 13,580	
Franchise Agreement, Extension or Amendment	Each	$ 9,450	
General Development Plan	Each	$ 7,870	
General Plan / Land Use Inland Area or Master Plan Amendment	Deposit	$ 9,000	3
Hazardous Vegetation/Fuel Management Plan Review	Each	$ -	7
Historic Register Listing	Each	$ 3,270	
Landscape Management Plan Review (No Discretionary Planning Permit Required) - Major	Each	$ 750	
Landscape Management Plan Review (No Discretionary Planning Permit Required) - Minor	Each	$ 310	
Letter of Public Convenience and Necessity	Each	$ 1,270	
Local Coastal Program Amendment	Deposit	$ 10,000	3
Lot Line Adjustment or Merger (Coastal or Williamson Act)	Each	$ 6,010	
Lot Line Adjustment or Merger (Inland)	Each	$ 3,700	
Mills Act Contract Application	Each	$ 6,520	
Minor & Trivial Amendment or Minor Amendment, no hearing required	Each	$ 3,670	
Monterey Peninsula Water Management District Allocation Tracking	Each	$ 210	
Parcel Legality Determination	Each	$ 4,340	6
Permit Amendment, Renewal, or Revision (not otherwise specified)	Each	$ 7,450	
Permit Extension	Each	$ 1,960	
Pre-Application (Application Request &/or Builder's Remedy)	Each	$ 750	
Research	Per Hour	$ 217	
Restoration Plan - Administrative	Each	$ 3,270	
Restoration Plan - Hearing required	Each	$ 5,570	
Road Abandonment	Each	$ 500	
Road Name	Each	$ 10,030	
Scenic Easement Amendment	Each	$ 4,410	
Site Visit	Per Hour	$ 217	
Special Event Questionnaire Processing (other permits may be required; fees captured through other permits)	Each	$ 1,690	
Specific Plan	Deposit	$ 34,000	3
Specific Plan Amendment	Deposit	$ 14,000	3
Specific Plan Conformance Determination, Director's Approval, no hearing	Each	$ 3,470	
Specific Plan Conformance Determination, hearing required	Each	$ 4,770	
Subdivision - Minor - Subdivision Improvement Agreement/Extension	Each	$ 2,820	1

Subdivision - Minor - Tentative / Vesting Tentative Map Amendment	Each	$ 6,360	1
Subdivision - Minor - Tentative / Vesting Tentative Map Application	Each	$ 13,360	1
Subdivision - Minor - Tentative / Vesting Tentative Map Extension	Each	$ 2,170	1
Subdivision - Minor or Standard – Final Map/Amend Final Map	Deposit	$ 6,000	1,3
Subdivision - Standard - Subdivision Improvement Agreement/Extension	Deposit	$ 8,000	1,3
Subdivision - Standard - Tentative / Vesting Tentative Map Amendment	Deposit	$ 16,000	1,3
Subdivision - Standard - Tentative / Vesting Tentative Map Application	Deposit	$ 27,000	1,3
Subdivision - Standard - Tentative / Vesting Tentative Map Extension	Deposit	$ 11,000	1,3
Surface Mine Annual Inspection (disturbed area < 20 acres)	Each	$ 4,460	
Surface Mine Annual Inspection (disturbed area > 20 acres)	Each	$ 4,460	
Surface Mine Reclamation Plan	Deposit	$ 28,000	3
Transfer of Development Credit - Big Sur Viewshed Acquisition	Each	$ 6,010	
Transfer of Development Credit - Big Sur Viewshed Acquisition - part of an existing application	Each	$ 1,300	
Tree Removal - Director's Approval or Waiver (Inland Zone only)	Each	$ 470	
Tree Removal - Hazard	Each	$ -	7
Tree Removal - Use Permit/Coastal Development Permit	Each	$ 2,740	11
Use Permit – General	Each	$ 12,460	11
Use Permit - Oil & Gas	Deposit	$ 8,000	3
Vacation Rental Operator License	Each	$ 965	
Vacation Rental Operator License - Renewal Fee - Change	Each	$ 357.50	
Vacation Rental Operator License - Renewal Fee - No Change	Each	$ 135	
Variance	Each	$ 5,870	
Vested Rights Determination	Deposit	$ 9,000	3
Williamson Act - Farmland Security Zone Contract or Williamson Act Contract Amendment	Each	$ 5,460	
Zone Change / Code Amendment	Deposit	$ 9,000	1,3
Zoning Verification Letter - Base	Each	$ 940	
Zoning Verification Letter - Each Addl. Hour	Each	$ 210	
Hourly Rates			
Code Enforcement Investigations and Compliance Support	Per Hour	$ 226	
Environmental Services	Per Hour	$ 222	
Planning	Per Hour	$ 217	
Development Services	Per Hour	$ 247	
Public Works	Per Hour	$ 238	
Housing Division	Per Hour	$ 219	
Front Counter Processing	Per Hour	$ 212	
Additional Fees			
Credit Card Convenience Fee (subject to adjustments)	% of Permit Fe	2.49%	
Technology Fee	% of Permit Fe	13.00%	

Footnotes:

1. An appeal fee applies to appeals of the HCD Director’s Interpretations of the zoning or subdivision ordinance, regardless of planning area.

2. In the coastal zone, the appeal fee applies only to appeals of permits that are not appealable to the California Coastal Commission such as Administrative Permits, Design Approvals, Variances, and Tree Removal Permits in certain coastal areas. The appeal fee applicable to such permits would be subject to the same appeal fee listed in the appeal item for inland projects. The appeal fee does not apply to appeals of Coastal Development Permits that are appealable to the Coastal Commission. No fee is charged for postage & handling.

3. For certain applications, a "deposit" is indicated because the cost of processing varies widely depending on the application. Where a "deposit" is indicated, the fee will be based on actual hours, measured by actual time spent on an application in quarter-hour (.25) increments. Applicant is required to pay the deposit, which is initially established based on an estimated minimum set of hours multiplied by the applicable billable rates. If during the processing of applications County staff determines that the deposit is insufficient to cover actual processing time, the applicant will be asked to increase the deposit amount based on a revised estimate provided by the County. The revised estimate will be calculated based on the established billable rate(s) multiplied by actual hours expended. Should the instance arise where the deposit is insufficient to cover the actual cost of the actual processing time, the applicant will be billed to cover the outstanding amount. All outstanding amounts must be paid prior to the County finalizing the application. On deposit applications, the applicant and Director of Housing and Community Development may elect, on a case-by-case basis, to agree to a different deposit amount based on the estimated cost of processing a specific application. Invoices shall be provided to the applicant on a frequency dependent upon the application's progress. The fee will be calculated based on the number of hours expended by County staff multiplied by the applicable billable rate noted in the fee article. Costs for consultants and other expenses shall be reimbursed by the applicant based on actual costs incurred.

4. "Extraordinary development applications" are those applications that require staff time well beyond a typical application, as determined by the Director of Housing and Community Development or Chief of Planning. These applications may include, by way of example and without limitation, applications for large-scale development involving multiple discretionary entitlements, significant technical review by other land use agencies, and/or an anticipated lengthy time frame for processing because of scope and complexity. Consistent with these criteria, any project requiring the preparation of an Environmental Impact Report shall qualify as an extraordinary development application. The applicant shall be responsible for paying the associated staff hours multiplied by the applicable billable rate noted in the fee article, as well as any other costs incurred, including consultant costs.

5. Fees collected for application appointments and Development Review Committee Conferences shall be credited against any subsequent discretionary permit, except design approval, provided the discretionary permit application is made within 12 months of the application fee payment date.

6. Certificate of Compliance (COC) requests not required by a condition of approval will not be processed until a Parcel Legality Status Determination demonstrating COC eligibility is obtained. Parcel Legality Status Determination fees are invoiced separately from the Certificate of Compliance fees. Condition Compliance fees cover the processing of COCs required by conditions of approval.

7. Hazard Tree Removal - No Fee applies when a tree is deemed hazardous by a professional licensed arborist or tree trimmer/remover.

8. Applications approved after the effective date of this article with mitigation measures shall be subject to the mitigation monitoring fees set forth in this Article. Projects approved prior to the effective date of this article with mitigation measures shall be subject to the mitigation monitoring fees set forth in the Monterey County Fee Resolution that was in effect on the application approval date.

9. Applications with conditions of approval that do not include mitigation measures, approved after the effective date of this Article shall be subject to the condition compliance fees set forth in this Article, and applications approved prior to the effective date of this Article shall be subject to the condition compliance fees set forth in the Monterey County Fee Resolution that was in effect on the application approval date.

10. When the construction of a principally permitted use in a zoning district necessitates an entitlement for a Coastal Development Permit due to proximity to a resource (e.g. 100 feet of ESHA or 750 feet of known archaeological resources), but evidence provided with an application demonstrates that development will not directly impact a resource, the fee for a Coastal Development Permit shall apply rather than a Combined Development Permit fee. Should tree removal also be required, the Coastal Development Permit - Tree Removal fee shall be additive.
11. “Combined Development Permit” - Any person desiring to develop property, which under the terms of Monterey County Code requires more than one discretionary permit, may apply for a Combined Development Permit. The Director of Housing and Community Development or Chief of Planning, may elect to charge fees based on specific entitlements that are consolidated in the Combined Development Permit. Instances where alternative fees may be apply include, by way of example and without limitation, applications for multiple Administrative/Coastal Administrative Permits, which may be charged a single Administrative Permit fee; or an Administrative/Coastal Administrative Permit combined with a Use Permit/Coastal Development Permit due to proximity to resources, in which case a single Use Permit/Coastal Development Permit fee may be charged.

EXHIBIT 2

Article XVII – County Counsel

ARTICLE XVII
COUNTY COUNSEL FEES

(Authorized per the following resolutions adopted by the Monterey County Board of Supervisors: Resolution No. 08-132, adopted April 22, 2008; Resolution No. 13-143, adopted May 7, 2013; Resolution No. 14-0421, adopted February 25, 2014; Resolution No. 15-075 adopted March 24, 2015; Resolution No. 16-250, adopted September 27, 2016; Resolution No. 19-318, adopted September 17, 2019; Resolution No. 21-132, adopted May 11, 2021; Resolution No. 25-020, adopted February 4, 2025; and Resolution No. ____, adopted ____, 2026.)

SECTION 1. LAND USE FEES.

A. Fees for Processing Various Land Use Permits Established in Monterey County Code, Title 20 (Coastal Implementation Plan) and Title 21 (Non-coastal Zoning Ordinance) and Related Planning Services (Government Code §§ 65104, 65909.5, 66014)

DESCRIPTION	AMOUNT[1]	UNIT/TIME
Administrative Permit (Inland) —General		
Application fee	$204	Each permit
Appeal, inland permits and coastal permits if not appealable to Coastal Commission[2]	$340	Each appeal
Appeal of Director's Interpretation[3]	$340	Each appeal

[1] The County Counsel flat fees are based on an hourly rate of $340.00, representing the fully burdened labor rate for the Deputy County Counsel IV, Step 7 job classification as of July 1, 2025. Unless a "deposit" or "hourly" rate is indicated, the application fee is a fixed, one-time fee based on the estimated reasonable cost, averaged across all applications, of processing the permit/entitlement for which the fee is charged. On matters for which a deposit is required, fees will be based on actual time multiplied by the hourly top step fully burdened labor rate of the individual providing the service; applicant is required to pay the indicated deposit and will be billed subsequently if the deposit is insufficient to cover actual processing time. On deposit matters, applicant and County Counsel may elect, on a case-by-case basis, to agree to a different deposit amount based on the estimated actual cost of processing a specific application. County Counsel time providing advice to the Board of Supervisors and Planning Commission or prosecuting or defending litigation is not incorporated into the fee calculations.

Where indicated in this Article, the application fee is separate from condition compliance and mitigation monitoring fees. Fees for condition compliance and mitigation monitoring are set forth separately in this Article.

[2] The appeal fee applies to appeals of decisions on project applications in the non-coastal areas of the County. In the coastal zone, the appeal fee applies only to appeals of permits that are not appealable to the California Coastal Commission such as most Administrative Permits, Design Approvals, Variances, and Use Permits for Tree Removal in certain coastal areas. County Counsel's appeal fee is based on the estimated reasonable cost of addressing procedural issues on appeal and does not cover time spent on substantive review, which sets the fee substantially lower than actual cost. The appeal fee is subsidized by the County General Fund.

[3] This appeal fee applies to appeals of the HCD Director's interpretations of the zoning or subdivision ordinance, regardless of planning area. County Counsel's appeal fee is based on the estimated reasonable cost of addressing procedural issues on appeal and does not cover time spent on substantive review, which sets the fee substantially lower than actual cost. The appeal fee is subsidized by the County General Fund.

Appeal of Fee Determination[4]	$340	Each appeal
Coastal Administrative Permit--General		
Application fee	$204	Each permit
Coastal Development Permit		
Application fee	$2040	Each permit
Coastal Implementation Plan amendment (applicant initiated)	$3400	Per application
Combined Development Permit		
Application fee	$2040	Each permit
Condition compliance fee[5]	$170	Per permit with more than 3 conditions
Design Approval – Limited in Scope (administrative; no hearing)		Each DA
Application fee	$85	
Design Approval Requiring Public Hearing		Each DA
Application Fee	$340	
Development Agreement	hourly	Deposit ($3400)
Director's Interpretation	$690	Each
Emergency Permit		Each permit
Application fee	$204	
Extraordinary Development Application[6]		
Application fee	$3400	Per application

[4] This appeal fee is based is based on the estimated reasonable cost of addressing procedural issues on appeal and does not cover time spent on substantive review, which sets the fee substantially lower than actual cost. The appeal fee is subsidized by the County General Fund.

[5] The condition compliance fee shall be collected after approval of the discretionary entitlement for the project. The condition compliance fee is a flat fee assessed per permit. The fee is based on the estimated minimum reasonable cost, averaged across all land use permit approvals, of legal review of documents associated with compliance with conditions of approval. A separate mitigation monitoring fee is applicable to projects with mitigation measures and is in addition to the condition compliance fee. For projects with conditions of approval, projects approved after the effective date of this Article shall be subject to the condition compliance fees set forth in this Article. Projects approved prior to the effective date of this Article shall be subject to the condition compliance fees set forth in the County Fee Resolution that was in effect on the project approval date.

[6] "Extraordinary Development Applications" are those applications which will require staff time well beyond the typical application, as determined by the Director of Housing and Community Development or Chief of Planning. These applications may include, by way of example and without limitation, applications for large scale development involving multiple discretionary entitlements, significant technical review by other land use agencies, and an anticipated lengthy time frame for processing because of their scope and complexity. Consistent with these criteria, any project requiring the preparation of an EIR shall qualify as an Extraordinary Development Application. The amount paid to the County is for staff costs separate from the cost of consultants. The County may utilize a consultant, whose expenses shall be fully funded by the project applicant.

General Development Plan		
Application fee	$340	Each
General Plan Amendment/ Coastal Land Use Plan Amendment (applicant initiated)	$4080	Per application
Permit --Minor Amendment (inland permit; no public hearing)		
Application fee	$340	Each
Permit--Minor and Trivial Amendment (coastal permit; no public hearing)		
Application fee	$340	Each
Rezoning or Code Text Amendment (applicant initiated)	$3400	Per application
Scenic Easement Amendment	$680	Each
Specific Plan (applicant initiated)	$4080	Each
Specific Plan Amendment (applicant initiated)	$4080	Each
Specific Plan Conformance Determination (Director's approval or hearing required)	$1020	Each
Use Permit – General		
Application fee	$680	Each permit
Use Permit -- oil and gas		
Application fee	$1700	Each permit
Use Permit Amendment, Renewal, or Revision		Each permit
Application fee	$1020	
Use Permit Extension	$340	Each
Variance	$340	Per application
Vested Rights Determination	$2040	Each

B. Various Subdivision Activities as Established in Monterey County Code, Title 19 (Subdivision Ordinance) (Government Code §§ 66499.35, 66451.2)

Certificate of Compliance (Conditional)		
1. request for 1 or 2 lots	$1360	1 - 2 lots
2. each additional lot requested	$340	Per each addt'l Lot > 2
Certificate of Compliance (Unconditional)		
1. Request for 1 or 2 lots	$680	1 – 2 lots
2. Each additional lot requested	$340	Per each addt'l lot > 2
Certificate of Correction	$ 204	Each
Lot Line Adjustment – coastal	$340	Each

Lot Line Adjustment --inland		
Application fee	$204	Each permit
Lot Line Adjustment – Williamson Act		
Application fee	$2380	Each permit
Lot Line Adjustment Amendment, Revision, or Extension	$340	Each
Parcel Legality Determination[7]		
1. request for 1 or 2 lots	$2720	1 - 2 lots
2. each additional lot requested	$340	Per each addt'l Lot > 2
Subdivision – Minor Tentative/Vesting Tentative Map Application	$2040	Per application
Subdivision – Minor Final parcel map	$680	Per final map
Subdivision – Standard Tentative/Vesting Tentative Map Application	$6800	Per application
Subdivision – Standard Final map	$3400	Per final map (per phase if phased final map)
Subdivision – Minor or Standard— Tentative/Vesting Tentative Map Extension	$1020	Each
Subdivision –Amendment of Final or Tentative/Vesting Tentative Map	$3400	Per application for amendment
Subdivision: Subdivision Improvement Agreement	$680	Per agreement

C. Fees for Environmental Review Pursuant to California Environmental Quality Act (Public Resources Code § 21089; Government Code §§ 65104, 65909.5, 66014)

Addendum (tiered from earlier EIR)	$680	Each
Environmental Review – Initial Study (ND/MND)	$1360	Each
Environmental Review – Environmental Impact Report	$6800	Each
Environmental Impact Report --Contract and contract amendment administration	$680	Each

[7] According to the County Housing and Community Development Department, Certificate of Compliance requests not required by a condition of approval will not be processed until a Parcel Legality Determination demonstrating COC eligibility is obtained. Parcel Legality Determination fees are invoiced separately from the Certificate of Compliance fees.

Mitigation Monitoring[8]	$340	Per permit

D. Fees For Miscellaneous Services (reference: Gov't Code §65104 and as noted below)

Airport Land Use Commission application review (Pub. Util. Code §21671.5)	$340	Per application
Commercial Cannabis permit –initial permit	$162	Each
Commercial Cannabis permit –renewal	$162	Each
Deed restriction processing (ministerial permit)[9]	$170	Each
Letter of Public Convenience and Necessity	$680	Each
Mills Act Contract Application (Government Code § 50281.1)	$1360	Each
Road Abandonment (Streets and Highway Code §8321)	$680	Each
Williamson Act or Farmland Security Zone Contract	$2720	Each
Williamson Act Contract Amendment	$340	Each
Surface Mining Reclamation Plan	$2720	Each

E. Recordation Fee

The applicant for a discretionary land use development permit, use permit, construction permit, Williamson Act agreement, Mills Act contract, lot line adjustment, and/or any procedure that requires processing through the County and includes recording/filing of a document with the Monterey County Recorder shall, in addition to the payment of any and all other County fees, be required to pay any and all applicable standard recording/filing fees no later than the time of the recording/filing of that document. The payment of the applicable recording/filing fee shall be required whether or not the document is processed on behalf of the applicant by an employee of

[8] The fees for compliance review of mitigation measures shall be collected after approval of the discretionary entitlement for the project. The mitigation monitoring fee is a flat fee assessed on each permit with mitigation measures and is in addition to the condition compliance fee. The flat fee is based on the estimated minimum reasonable cost, averaged across all land use permit approvals, of legal review of documents associated with compliance with mitigation measures. For projects with mitigation measures, projects approved after the effective date of this Article shall be subject to the mitigation monitoring fees set forth in this Article. Projects approved prior to the effective date of this Article shall be subject to the mitigation monitoring fees set forth in the County Fee Resolution that was in effect on the project approval date.

[9] This fee applies only to deed restrictions that are not pursuant to a condition of approval or mitigation measure for a discretionary entitlement. If the deed restriction is pursuant to a condition of approval or mitigation measure for a discretionary entitlement, the applicable condition compliance or mitigation monitoring fee would apply.

the County of Monterey (e.g., Clerk of the Board) or is processed by the applicant. Failure to ensure full payment of such recording/filing fee by the time of the recording/filing shall be grounds for rejection of the recording/filing of that document with no liability to the County.

EXHIBIT 3

Article XIX – Building Services

Article XIX – Building Services Housing & Community Development Department
(Per Resolution No. 26_____, adopted February 3, 2026,
by the Monterey County Board of Supervisors
Permit Fees - MCC 18.01.070

Fee Name	Unit	Fee Amount
Building Inspection		
Single Family Residential - New Construction / Remodels / Additions		
$1 - $2,000	Base	$329.36
$2,001 - $25,000	Base	$329.36
$2,001 - $25,000	Each Additional $1,000 or fraction thereof	$52.18
$25,001 - $50,000	Base	$1,529.56
$25,001 - $50,000	Each Additional $1,000 or fraction thereof	$68.77
$50,001 - $100,000	Base	$3,248.89
$50,001 - $100,000	Each Additional $1,000 or fraction thereof	$34.83
$100,001 - $500,000	Base	$4,990.57
$100,001 - $500,000	Each Additional $1,000 or fraction thereof	$2.18
$500,001 - $1,000,000	Base	$5,861.41
$500,001 - $1,000,000	Each Additional $1,000 or fraction thereof	$2.61
$1,000,001 - $5,000,000	Base	$7,167.68
$1,000,001 - $5,000,000	Each Additional $1,000 or fraction thereof	$0.44
$5,000,000 - $10,000,000	Base	$8,920.53
$5,000,000 - $10,000,000	Each Additional $1,000 or fraction thereof	$0.35
$10,000,001 - $25,000,000	Base	$10,673.39
$10,000,001 - $25,000,000	Each Additional $1,000 or fraction thereof	$0.19
$25,000,000+	Base	$13,542.74
$25,000,000+	Each Additional $1,000 or fraction thereof	$0.10
Commercial / Multi-Family / Industrial - New Construction / TI		
$1 - $2,000	Base	$882.02
$2,001 - $25,000	Base	$882.02
$2,001 - $25,000	Each Additional $1,000 or fraction thereof	$37.86
$25,001 - $50,000	Base	$1,752.86
$25,001 - $50,000	Each Additional $1,000 or fraction thereof	$43.77

$50,001 - $100,000	Base	$2,847.00
$50,001 - $100,000	Each Additional $1,000 or fraction thereof	$30.59
$100,001 - $500,000	Base	$4,376.56
$100,001 - $500,000	Each Additional $1,000 or fraction thereof	$6.42
$500,001 - $1,000,000	Base	$6,944.38
$500,001 - $1,000,000	Each Additional $1,000 or fraction thereof	$2.61
$1,000,001 - $5,000,000	Base	$8,250.64
$1,000,001 - $5,000,000	Each Additional $1,000 or fraction thereof	$0.43
$5,000,000 - $10,000,000	Base	$9,981.15
$5,000,001 - $10,000,000	Each Additional $1,000 or fraction thereof	$1.06
$10,000,001 - $25,000,000	Base	$15,295.60
$10,000,000 - $25,000,000	Each Additional $1,000 or fraction thereof	$0.31
$25,000,000	Base	$19,973.68
$25,000,000+	Each Additional $1,000 or fraction thereof	$0.16
Building Plan Check		
Single Family Residential Plan Check	% of Bldg Insp Fee	65%
Commercial / Multi-Family / Industrial Plan Check	% of Bldg Insp Fee	80%
Standardized ADU Plan Review	Each	$646.00
Accessory Dwelling Unit (New) - Up to 750 sf	% of Bldg Insp Fee	32.5%
Junior Accessory Dwelling Unit	% of Bldg Insp Fee	32.5%
Misc. Inspection & Plan Check Fees		
Reinspection	Per Hour	$217
Inspection Outside of Normal Business Hours	Per Hour	$258
Inspection During a Holiday	Per Hour	$296
Inspection Fee for projects not Otherwise Specified	Per Hour	$217
Re-Review	Per Hour	$220
Plan Review for projects not Otherwise Specified	Per Hour	$215
Misc. Permit Fees		
Permit Extension (includes Permit Card Replacement for Simple Permits)	Each	$416
Permit Renewal Investigation	Per Hour	$257
Alternate Methods of Construction / Code Modification Request	Per Hour	$243
Appeal	Per Hour	$289
Deed Restriction	Flat Fee	$468
Inspection Card Replacement	Flat Fee	$212
Change of Record on Permit	Flat Fee	$347
Processing - Permit Front Counter Hourly Rate	Per Hour	$212
Document Management - Escrow Report / Filing / Etc.	Per Hour	$212
Temporary Certificate of Occupancy	Each	$1,887

Pre-Fab Manufactured Homes	Each	$5,788
Walls / Fences (No Retaining Walls):		
Up to 50 Linear Feet	Base	$1,698
Each Additional 50 Linear Feet	Each Addl 50LF	$217
Retaining Walls:		
Up to 50 Linear Feet	Base	$2,911
Each Additional 50 Linear Feet	Each Addl 50LF	$497
Swimming Pools & Spas:		
Residential		
Inground - No Hillside	Each	$3,303
Inground - Hillside	Each	$4,376
Aboveground - No Hillside	Each	$3,035
Aboveground - Hillside	Each	$3,640
Spa Only	Each	$2,937
Commercial		
Inground	Each	$5,289
Aboveground	Each	$4,683
Bathroom / Kitchen Remodels (non-structural)	Each	$3,046
Window / Door / Skylight:		
Replacement		
First 5 Windows / Doors	Base	$1,632
Each Additional Window / Door	Each Addl	$113
Install		
First 5 Windows / Doors	Base	$1,858
Each Additional Window / Door	Each Addl	$113
Demolition:		
Structural	Each	$2,500
Non-Structural	Each	$1,507
Residential Reroof:		
Structural	Each	$2,188
Non-Structural	Each	$1,210
Residential Siding:		
Structural	Each	$2,188
Non-Structural	Each	$1,407
Residential Stucco Repair	Each	$1,645
Residential Patio / Carport:		
Structural	Each	$3,112
Non-Structural	Each	$1,993
Hillside	Each	$3,125
Residential Deck / Balcony:		
Structural	Each	$3,632
Non-Structural	Each	$2,658
Hillside	Each	$3,790
Residential Fireplace:		
Pre-Fab	Each	$1,771
Non Pre-Fab	Each	$2,667

Commercial Signs:		
Replacement	Each	$1,801
Electrical	Each	$2,043
Structural	Each	$2,594
Structural w/Electrical	Each	$3,032
Environmental Services:		
ASBS Inspection	Per Hour	$224
Plan Review	Per Hour	$217
Revisions		
Plan Check	Per Hour	$238
Inspection	Per Hour	$218
Permit Support	Per Hour	$241
Miscellaneous Fees:		
Plan Check	Per Hour	$249
Inspection	Per Hour	$223
Grading Permits		
10-100 c.y.[1]	Base	$604
10-100 c.y.[1]	Each Addl. 10 c.y.	$213
100-1,000 c.y.	Base	$2,519
100-1,000 c.y.	Each Addl. 100 c.y.	$164
1,000-10,000 c.y.	Base	$3,997
1,000-10,000 c.y.	Each Addl. 1,000 c.y.	$193
10,000-100,000 c.y.	Base	$5,738
10,000-100,000 c.y.	Each Addl. 1,000 c.y.	$18
100,000+ c.y.	Base	$7,377
100,000+ c.y.	Each Addl. 1,000 c.y.	$9
MEPs		
Mechanical Fees		
Kitchen Hood / Ventilation System:		
Residential	Each	$618
Commercial	Each	$1,466
Whole House Fan	Each	$777
Residential Heat Pump	Each	$777
Electrical Fees		
Residential Battery / Energy Storage System	Per Battery	$1,224
Residential EV Charging Station	Each	$1,336
Commercial EV Charging Station:		
1-6 stations	Each	$2,694
6+ stations	Each	$3,706
Panel Replacements / Service:		
Less than 400 amps	Each	$441
400 amps or larger	Each	$1,409
Generators	Each	$1,342
Commercial Electrical Upgrades	Each	$2,025
Outlets:		
1-10 outlets	Base	$393

Each addl 5 outlets	Each addl. 5	$37
Key Pads and Gates	Each	$333
Plumbing Fees		
Residential Water Heater Replacement	Each	$276
Residential Tankless Water Heater	Each	$498
Residential Misc. (Gas / Water / Sewer Line or Fixture) Replacement	Each	$332
Commercial Ag Pumps	Each	$658
Solar / Photovoltaic		
Residential:		
Roof Mounted		
15kW or Less	Base	$428
Each Additional kW Above 15kW	Each Addl kW	$15
Ground Mounted		
15kW or Less	Base	$995
Each Additional kW Above 15kW	Each Addl kW	$15
Commercial:		
Roof Mounted		
50kW or Less	Base	$1,158
Per kW Between 50kW - 250kW	Each kW	$7
Each Additional kW Above 250kW	Each Addl kW	$7
Ground Mounted		
50kW or Less	Base	$2,211
Per kW Between 50kW - 250kW	Each kW	$7
Each Additional kW Above 250kW	Each Addl kW	$7
Solar APP+	Each	$446
Special Event Construction and/or Encroachment Permit		
Submitted < 30 Days Prior to Event	Each	Double Plan Review or Base Fee
Submitted < 60 Days Prior to Event	Each	1.5 x Plan Review or Base Fee
Special Event Construction and/or Encroachment Permit - Private Events:		
1-3 Tents	Each	$2,346
3+ Tents	Per Tent	$545
Special Event Construction and/or Encroachment Permit - Public Events:		
1-3 Tents	Each	$3,716
3+ Tents	Per Tent	$872
Encroachment Permits per MCC 14.04		
General Encroachment Permit - Minor:		
Drive Approach Connection (Residential or Commercial)	Each	$599
Aerial Installation (Overlashing)	Each	$599
Low Growing Landscaping (12" in height or less; includes irrigation and hardscape)	Each	$599

Tree removal & trimming (may require Arborist report)	Each	$0
Utility cabinet & power supply (may require separate construction permit)	Each	$1,460
Construction / Destruction of Water Monitoring Wells (includes soil sampling borings & potholing)	Each	$766
Special event up to one-hundred-ninety-nine (199) daily participants	Each	$1,244
Road & right of way usage, road/lane/sidewalk closure, or traffic control & signage, less than one (1) day (includes filming & photography)	Each	$1,389
General Encroachment Permit - Major:		
Landscaping Review for Tree Installation	Each	$1,210
Fences/Gates/walls/Columns/Keypads (may require separate design approval and/or construction permit)	Each	$2,731
Street & Signal Improvements	Each	$2,731
Special event two hundred (200) or more daily participants	Each	$1,867
Road & right of way usage, road/lane/sidewalk closure, or traffic control & signage, more than one (1) day (includes filming & photography)	Each	$2,011
Misc. Encroachment Fees		
Administrative Fee	Each	$600
Late Issuance Fee	Each	Double Permit Fee
Inspection Fee	Per Hour	$222
Annual Blanket Encroachment Permit for Utility Companies	Per Year	$43,313
Encroachment Maintenance Agreement	Each	$11,532
Complex Tents[2]	Per Hour	$222
Encroachment Base + Fees		
Minor Base Fee	Each	$599
Major Base Fee	Each	$2,731
Underground Utility Trenching	Per Linear Foot	$2
Utility Poles & Street Lights	Per pole	$111
Boring & Existing Utility Underground Installation (overpull)	Per Bellhole	$111
Sidewalk, curb or gutter	Per Linear Foot	$1
Tree Installation	Per Tree	$322
Transportation Permits		
Single Trip	Each	$16
Annual Trip	Each	$90
Code Enforcement		
Code Enforcement Investigations and Compliance Support	Per Hour	$226
Work without a Permit	Each	Double Permit Fee
Surcharges		
California Building Standards Commission	Each	Calculated / State Regs

Strong Motion Instrumentation Program	Each	Calculated / State Regs
Accessibility (CASP) - Applicable for Commercial Projects	Each	Calculated / State Regs
Credit Card Surcharge (passthrough from vendor)	% of Permit Fee	2.38%
General Plan Management Fee	% of Permit Fee	15.00%
Technology Fee	% of Permit Fee	13.00%

Footnotes

[1]Applicable to projects that must comply with Monterey County Code 16.10 Digging and Excavation on the Former Fort Ord.
[2]General guidelines for complex tents & temporary structures that will require special inspections and signed letter from a structural engineer are as follows: a) more than single story; b) structural elements are covered/not visible and did not obtain approval of a building inspection throughout the build; c) contain complex truss systems, including truss systems with more than one truss section in length, width, or height, or are constructed to support display coverings; d) stages or elevated structures supporting stage appurtenances

General Notes

1. Hourly fees are charged in 0.25 hour increments
2. “Extraordinary development applications” are those applications which will require staff time well beyond the typical application, as determined by the Chief of Planning or Building Official. These applications may include, by way of example and without limitation, applications for large scale development involving multiple discretionary entitlements, significant technical review by other land use agencies, and/or an anticipated lengthy time frame for processing because of their scope and complexity. Consistent with these criteria, any project requiring the preparation of an EIR shall qualify as an extraordinary development application. The amount paid to the County is for staff costs. The County may utilize a consultant, whose expenses shall be fully funded by the project applicant.
3. All applications require diagram of project attached to permit.
4. Construction valuation is determined from the current International Code Council Building Valuation Data to be updated annually with the first published valuation table of the calendar year.
5. Technical Expertise services required for projects including, but not limited to Water Resources Agency, shall be billed based on Cost Plus administrative fees for costs incurred to process such requests and shall be calculated at the time of service.

Attachment B

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HOUSING AND COMMUNITY DEVELOPMENT USER FEE STUDY REPORT

NOVEMBER 2025

MONTEREY COUNTY, CA

MATRIX
CONSULTING GROUP

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INTRODUCTION AND EXECUTIVE SUMMARY

The report, which follows, presents the results of the Development Cost of Services (User Fee) Study conducted by Matrix Consulting Group for the Housing and Community Development of County of Monterey, California.

PROJECT BACKGROUND AND OVERVIEW

The Housing and Community Development Department in Monterey County has not previously conducted a formalized fee study. Internal evaluations have been completed periodically. The purpose of this study is to evaluate and determine the full cost (direct and indirect) of providing development-related services. Matrix Consulting Group analyzed the cost-of-service relationships that exist between fees for service activities in the following areas: Building Services and Planning Services. The results of this study provide a tool for understanding current service levels and the cost for those services.

GENERAL PROJECT APPROACH AND METHODOLOGY

The methodology employed by the Matrix Consulting Group is a widely accepted "bottom up" approach to cost analysis, where time spent per unit of fee activity is determined for each position within a Department or Program. Once time spent for a fee activity is determined, all applicable Department costs are then considered in the calculation of the "full" cost of providing each service. The following table provides an overview of types of costs applied in establishing the "full" cost of services provided by the Department:

TABLE 1: OVERVIEW OF COST COMPONENTS

Cost Component	*Description*
Direct	Fiscal Year 2026 Budgeted salaries, benefits, and allowable expenditures.
Indirect	Program, departmental, clerical, and Countywide support.

Together, the cost components in the table above comprise the calculation of the total "full" cost of providing a service, regardless of whether a fee for that service is charged.

The work accomplished by the Matrix Consulting Group in the analysis of the proposed fees for service involved the following steps:

- **Department Staff Interviews:** The project team interviewed Department staff regarding their needs for clarification to the structure of existing fee items or for the addition of new fee items.

- **Data Collection:** Data was collected for each permit / service, including time estimates. In addition, all budgeted costs and staffing levels for Fiscal Year 2026 were entered into Matrix Consulting Group's analytical software model.
- **Cost Analysis:** The full cost of providing each service included in the analysis was established.
- **Review and Approval of Results with County Staff:** Department management has reviewed and approved these documented results.

A more detailed description of user fee methodology and legal and policy considerations are provided in subsequent chapters of this report.

SUMMARY OF RESULTS

When comparing FY25 fee-related revenue with the total calculated cost of providing the associated services, the Department is under-recovering its costs by approximately $2.5 million or recovering 78% of its costs. The following table shows the annual revenue collected, total annual cost, resulting difference, and cost recovery level by service area:

TABLE 2: ANNUAL COST RECOVERY ANALYSIS

Service Area	Total Revenue	Total Annual Cost	Difference	Cost Recovery %
Building	$6,190,632	$7,870,114	($1,679,482)	79%
Planning	$2,495,833	$3,330,203	($834,370)	75%
Total	**$8,686,465**	**$11,200,317**	**($2,513,852)**	**78%**

Building constitutes the largest portion of the overall deficit at around $1.7 million, which is driven largely by the miscellaneous flat building permit fees, such as residential re-roofs. These differences highlight the disparity between the current fees charged and the actual cost of providing services. As such, the County should closely evaluate and modify fees where appropriate to help bridge the cost-recovery gap.

The detailed documentation of this study will show an over-collection for some fees (on a per unit basis) and an undercharge for most others. The results of this analysis will provide the Department with guidance on how to right-size their fees to ensure that each service unit is set at an amount that does not exceed the full cost of providing that service. The display of the cost recovery figures shown in this report are meant to provide a basis for policy development discussions among Board members and Department staff and do not represent a recommendation for where or how the Board should act. The setting of the "rate" or "price" for services, whether at full cost recovery or lower, is a policy decision to be made only by the Board with input from Department staff and the community.

CONSIDERATIONS FOR COST RECOVERY POLICY AND UPDATES

The Matrix Consulting Group recommends that the Department use the information contained in this report to discuss, adopt, and implement a formal Cost Recovery Policy, including a mechanism for the annual update of fees for service.

ADOPT A FORMAL COST RECOVERY POLICY

The Matrix Consulting Group strongly recommends that the Board of Supervisors adopt a formalized, individual cost recovery policy for each service area included in this Study. Whenever a cost recovery policy is established at less than 100% of the full cost of providing services, a known gap in funding is recognized and may then potentially be recovered through other revenue sources. The Matrix Consulting Group considers a formalized cost recovery policy for various fees for service an industry Best Management Practice.

ADOPT AN ANNUAL FEE UPDATE / INCREASE MECHANISM

The purpose of a comprehensive update is to completely revisit the analytical structure and service level estimates and assumptions and to account for any major shifts in cost components or organizational structures that have occurred since the County's previous analysis. It's recommended the County adopt the practice of conducting comprehensive analyses every five to seven years as this practice captures any changes to organizational structure, processes, as well as any new service areas.

In between comprehensive updates, the County should utilize published industry economic factors such as Consumer Price Index (CPI) or other regional factors to update the cost calculations established in the Study on an annual basis.

LEGAL FRAMEWORK

This section of the report is intended to provide an overview of the legal rules and regulations that govern what is considered a fee for service, how those fees can be calculated, general principles, philosophies, and general policy considerations for setting fees for service.

LEGAL FRAMEWORK

A "user fee" is a charge for service provided by a governmental agency to a public citizen or group. California has several Government Codes and Propositions that regulate fees for service, with the purpose of ensuring that fees are reasonable and justified. The most prominent and relevant of these includes:

- **Proposition 26:** Passed in 2010, specifically outlined the difference between a fee and a tax and dictates that fees must be directly related to a service and cannot exceed the reasonable cost of that service.
- **Government Code § 50076:** clarifies that fees for service costs are not special taxes and do not need voter approval.
- **Government Code § 65104:** gives local governments the authority to charge planning and zoning fees to recover processing costs.

When determining fees for service it is important to ensure there is a **direct benefit** – the service is provided directly to the payer, and that it is **cost based**, and does not exceed the reasonable cost of providing the service.

GENERAL PRINCIPLES AND PHILOSOPHIES REGARDING USER FEES

Local governments are providers of many types of general services to their communities. While all services provided by local government are beneficial to constituents, some services can be classified as globally beneficial to all citizens, while others provide more of a direct benefit to a specific group or individual. The following table provides examples of services provided by local government within a continuum of the degree of community benefit received:

TABLE 3: SERVICES IN RELATION TO BENEFIT RECEIVED

"Global" Community Benefit	"Global" Benefit and an Individual or Group Benefit	Individual or Group Benefit
•Police •Park Maintenance •Fire Suppression	•Recreation / Community Services •Fire Prevention	•Building Permits •Planning and Zoning Approval •Engineering Development Review

Funding for local government is obtained from myriad revenue sources such as taxes, fines, grants, special charges, user fees, etc. In recent years, alternative tax revenues, which typically offset subsidies for services provided to the community, have become increasingly limited. These limitations have caused increased attention on user fee activities as a revenue source that can offset costs otherwise subsidized (usually) by the general fund. In Table 3, services in the "global community benefit" section tend to be funded primarily through voter-approved tax revenues. In the middle of the table, one typically finds a mixture of taxes, user fees, and other funding sources. Finally, in the "individual / group benefit" section of the table are the services provided by local government that are typically funded almost entirely by user fee revenue.

The following are two central concepts regarding the establishment of user fees:

- **Fees should be assessed according to the degree of individual or private benefit gained from services.** For example, the processing and approval of a land use or building permit will generally result in monetary gain to the applicant, whereas Police services and Fire Suppression are examples of services that are essential to the safety of the community at large.
- **A profit-making objective should not be included in the assessment of user fees.** In fact, California laws require that the charges for service be in direct proportion to the costs associated with providing those services. Once a charge for service is assessed at a level higher than the actual cost of providing a service, the term "user fee" no longer applies. The charge then becomes a tax subject to voter approval.

Therefore, user fees are established at a level that will recover up to, and not more than, the cost of providing a particular service.

GENERAL POLICY CONSIDERATIONS REGARDING USER FEES

Undoubtedly, there are programs, circumstances, and services that justify a subsidy from a tax-based or alternative revenue source. However, it is essential that jurisdictions prioritize the use of revenue sources for the provision of services based on the continuum of benefit received.

Within the services that are typically funded by user fees, the Matrix Consulting Group recognizes several reasons why County staff or Board of Commissioners may not advocate the full cost recovery of services. The following factors are key policy considerations in setting fees at less than 100 percent of cost recovery:

- **Limitations posed by an external agency.** The State or an outside agency will occasionally set a maximum, minimum, or limit on the jurisdiction's ability to charge a fee. Examples include time spent copying and retrieving public documents and / or transportation permits.
- **Encouragement of desired behaviors.** Keeping fees for certain services below full cost recovery may provide better compliance from the community. For example, if the cost of a permit for changing a water heater in residential home is higher than the cost of the water heater itself, many citizens will avoid pulling the permit.
- **Benefit received by user of the service and the community at large is mutual.** Many services that directly benefit a group or individual equally benefit the community. Examples include Planning Design Review, historical dedications, and certain types of special events.

The Matrix Consulting Group recognizes the need for policies that intentionally subsidize certain activities. The primary goals of a User Fee Study are to provide a fair and equitable basis for determining the costs of providing services and ensure that the County complies with State law.

SUMMARY OF LEGAL RESTRICTIONS AND POLICY CONSIDERATIONS

Once the full cost of providing services is known, the next step is to determine the "rate" or "price" for services at a level which is up to, and not more than, the full cost amount. The Board of Supervisors is responsible for this decision, which often becomes a question of balancing service levels and funding sources. The placement of a service or activity within the continuum of benefit received may require extensive discussion and at times fall into a "grey area." However, with the resulting cost of services information from a User Fee Study, the Board of Supervisors can be assured that the adopted fee for service is reasonable, fair, and legal.

USER FEE STUDY METHODOLOGY

The Matrix Consulting Group utilizes a cost allocation methodology commonly known and accepted as the "bottom-up" approach to establishing User Fees. The term means that several cost components are calculated for each fee or service. These components then build upon each other to comprise the total cost for providing the service. The following chart describes the components of a full cost calculation:

The following subsections discuss the two components of the basis of the full cost.

TIME ESTIMATION

Utilization of time estimates is a reasonable and defensible approach, especially since experienced staff members who understand service levels and processes unique to the Department developed these estimates. The project team worked closely with Department staff in developing time estimates with the following criteria:

- Estimates are representative of **average times** for providing services. Extremely difficult or abnormally simple projects are not factored in the analysis.
- Estimates reflect the time associated with the **position or positions** that typically perform a service.
- Estimates are reviewed by the project team for "**reasonableness**" against their experience with other agencies.
- Estimates were not based on time in motion studies, as they are not practical for the scope of services and time frame for this project.
- Estimates match the current or proposed staffing levels to ensure there is no over-allocation of staff resources to fee and non-fee related activities.

The Matrix Consulting Group agrees that while the use of time estimates is not perfect, it is the best alternative available for setting a standard level of service on which to base a jurisdiction's fees for service and meets the requirements of California law.

The alternative to time estimating is actual time tracking, often referred to billing on a "time and materials" basis. Except in the case of anomalous or very large and complex projects, Matrix Consulting Group believes this approach to not be cost effective or reasonable for the following reasons:

- Accuracy in time tracking is compromised by the additional administrative burden required to track, bill, and collect for services in this manner.
- Additional costs are associated with administrative staff's billing, refunding, and monitoring deposit accounts.
- Customers often prefer to know the fees for services in advance of applying for permits or participating in programs.
- Departments can better predict revenue streams and staff needs using standardized time estimates and anticipated permit volumes.

Situations arise where the size and complexity of a given project warrants time tracking and billing on a "time and materials" basis. The Matrix Consulting Group has recommended taking a deposit and charging Actual Costs for such fees as appropriate and itemized within the current fee schedule.

FULLY BURDENED HOURLY RATES

The fully burdened hourly rates calculated through this study include the following components:

- **Salaries**: FY25-26 Budgeted salaries were utilized and consolidated at the positional level.
- **Benefits:** FY25-26 Budgeted benefits were utilized and consolidated at the positional level.
- **Productive Hours:** Based on Monterey's current personnel system rules, working or productive hours were calculated. This means taking the starting total working hours and reducing the hours by vacation, sick, holidays, trainings, and administrative leave based on each bargaining unit
- **Departmental / Divisional Overhead:** This captures any internal service charges or operating supply costs such as vehicles, supplies, etc. Additionally, this component includes the cost associated with support from Director, Administrative and Analytical staff that do not directly work on fees.
- **Countywide Overhead:** This captures support provided by the Board of Supervisors, County Manager, County Clerk, County Attorney, Finance, and Human Resources. The costs are based on the Countywide Cost Allocation Plan (provided by County staff).

Together these components result in the generation of fully burdened hourly rates by position / classification. These rates were multiplied against the time assumptions to calculate the full cost of services noted in this report.

RESULTS OVERVIEW

The motivation behind a cost of services (User Fee) analysis is for the Board of Supervisors and Departmental staff to maintain services at a level that is both accepted and effective for the community and also to maintain control over the policy and management of these services.

It should be noted that the results presented in this report are not a precise measurement. In general, a cost-of-service analysis takes a "snapshot in time," where a fiscal year of financial and operational information is utilized. Changes to the structure of fee names, along with the use of time estimates, allow only for a reasonable projection of subsidies and revenue. Consequently, the Board and Department staff should rely conservatively upon these estimates to gauge the impact of implementation going forward.

Discussion of results in the following chapters is intended as a summary of extensive and voluminous cost allocation documentation produced during the Study. Each chapter will include detailed cost calculation results for each fee, including the following:

- **Modifications**: discussions regarding any proposed revisions to the current fee schedule, including elimination or addition of fees.
- **"Per Unit" Results**: comparison of the full cost of providing each unit of service to the current fee for each unit of service (where applicable).
- **Annualized Results**: utilizing volume of activity estimates, annual subsidies, and revenue impacts were projected where workload was available.

The full analytical results were provided to Department staff under separate cover from this summary report.

BUILDING

The Building Division is responsible for overseeing the enforcement of building regulations to ensure the safety of the County's residents. The fees examined within this study relate to plan check and inspection for commercial and residential construction; mechanical, electrical, and plumbing permits; grading permits; encroachment permits; and miscellaneous other building improvements. The following subsections discuss fee schedule modifications, detailed per unit results, and annual revenue impacts for the fee-related services provided by Building.

FEE SCHEDULE MODIFICATIONS

In discussions with Department staff, the following modifications were proposed to the current fee schedule:

- **Valuation-Based Fees:** Housing and Community Development currently charges all building permits regardless of type based on the valuation of the project. Through this study, the project team discussed creating different valuation tables depending on the scope of the project and breaking out various flat fees. A table was proposed for residential projects and separate table for commercial / multi-family / industrial projects. Flat fees were proposed for items such as windows, pools, retaining walls, ADUs, heat pumps, generators, water heaters, etc.
- **Eliminated Fee:** The fee for 'Extraordinary Development Applications' was removed from the fee schedule.
- **New Fees:** Staff proposed the addition of the following fees as they highlight either services already offered but not codified on the fee schedule or new services the County is looking to provide:
  - 'Encroachment Base + Fees – Tree Installation'
  - 'Misc. Encroachment Fees – Complex Tents'
  - 'Re-Review'
  - 'Solar APP+'
- **Condensed Fees:** To streamline the fee schedule, staff proposed condensing the following fees:
  - The two 'Encroachment Maintenance Agreement' fees on the schedule were condensed into a single fee.
  - The 'Minor – Inspection' and 'Major – Inspection' fees under 'Encroachment Permits' were condensed into a singular 'Misc. Encroachment Fees – Inspection Fee.'
  - 'General Encroachment Permit – Minor – Fences' fee was condensed with the 'General Encroachment Permit – Major – Gates/walls.'
  - The 'General Encroachment Permit – Minor – Directional signage/traffic controls' was combined with the minor road use encroachment permit.

  - The fee for a 'General Encroachment Permit – Major – Traffic striping, marking or signal improvements' was combined with the major road use encroachment permit.
  - The 'Street & Signal Improvements' fee was condensed from a base fee and additional charge to a single fee.
  - 'Storage & Electronic Conversion of Files' was combined with the Technology fee to better conform with best practices.

- **Expanded Fees**: Due to variability in how the fees are administered, staff proposed expanding the following fee categories into separate fees:
  - 'General Encroachment Permit – Minor' was expanded to include several new categories: 'Aerial Installation (Overlashing),' 'Tree removal & trimming (may require Arborist report),' and 'Construction / Destruction of Water Monitoring Wells (includes soil sampling borings & potholing).'
  - A fee for 'Landscaping Review for Tree Installation' was added as an expansion to the 'General Encroachment Permit – Major' category, and the 'Gates/walls' fee was expanded to include fences, columns, and keypads.
  - 'Special Event Construction and/or Encroachment Permit - Private Events' was expanded to include subcategories for '0-3 Tents' and '3+ Tents.'
  - 'Special Event Construction and/or Encroachment Permit - Public Events' was expanded to include '0-3 Tents' and '3+ Tents.'
- **Modified Fees**: The following miscellaneous modifications were proposed to the fee schedule:
  - The fees for special event permits 'Submitted < 30 Days Prior to Event' and 'Submitted < 60 Days Prior to Event' were moved from being specific to Public events to apply to all Special Event Construction and/or Encroachment permits.
  - 'Grading Permits' were modified from a valuation basis to a 'Per Cubic Yard' basis.
  - The fees for 'Underground Utility Trenching,' 'Utility Poles & Street Lights,' 'Boring & Existing Utility Underground Installation (overpull),' and 'Sidewalk, curb, or gutter' were moved to an 'Encroachment Base + Fees' category and were changed to a minor/major base classification plus a per unit fee.
  - The 'General Plan Update and Implementation Fee' was renamed the 'General Plan Management Fee' and was modified to only apply to Building permits.

The modifications proposed ensure that the fee schedule better reflects the services being provided by Building staff.

DETAILED RESULTS

The Building Division collects fees for plan check and inspection; mechanical, electrical, and plumbing permits; and common projects like re-roofs, fireplaces, and photovoltaic systems. The total cost

calculated for each service includes direct staff costs and Departmental, Divisional, and Countywide overhead. The following table details the fee name, current fee, total cost, and difference associated with each service offered.

TABLE 4: TOTAL COST PER UNIT RESULTS – BUILDING FEES

Fee Name	Current Fee[1]	Total Cost	Difference
Building Inspection			
Single Family Residential - New Construction / Remodels / Additions			
$1 - $2,000	Modified	$329.36	N/A
$2,001 - $25,000 – Base	Modified	$329.36	N/A
$2,001 - $25,000 – Per Add'l $1,000	Modified	$52.18	N/A
$25,001 - $50,000 – Base	Modified	$1,529.56	N/A
$25,001 - $50,000 – Per Add'l $1,000	Modified	$68.77	N/A
$50,001 - $100,000 – Base	Modified	$3,248.89	N/A
$50,001 - $100,000 – Per Add'l $1,000	Modified	$34.83	N/A
$100,001 - $500,000 – Base	Modified	$4,990.57	N/A
$100,001 - $500,000 – Per Add'l $1,000	Modified	$2.18	N/A
$500,001 - $1,000,000 – Base	Modified	$5,861.41	N/A
$500,001 - $1,000,000 – Per Add'l $1,000	Modified	$2.61	N/A
$1,000,001 - $5,000,000 – Base	Modified	$7,167.68	N/A
$1,000,001 - $5,000,000 – Per Add'l $1,000	Modified	$0.44	N/A
$5,000,000 - $10,000,000 – Base	Modified	$8,920.53	N/A
$5,000,000 - $10,000,000 – Per Add'l $1,000	Modified	$0.35	N/A
$10,000,001 - $25,000,000 – Base	Modified	$10,673.39	N/A
$10,000,001 - $25,000,000 – Per Add'l $1,000	Modified	$0.19	N/A
$25,000,000+ – Base	Modified	$13,542.74	N/A
$25,000,000+ – Per Add'l $1,000	Modified	$0.10	N/A
Commercial / Multi-Family / Industrial - New Construction / TI			
$1 - $2,000	Modified	$882.02	N/A
$2,001 - $25,000 – Base	Modified	$882.02	N/A
$2,001 - $25,000 – Per Add'l $1,000	Modified	$37.86	N/A
$25,001 - $50,000 – Base	Modified	$1,752.86	N/A
$25,001 - $50,000 – Per Add'l $1,000	Modified	$43.77	N/A
$50,001 - $100,000 – Base	Modified	$2,847.00	N/A
$50,001 - $100,000 – Per Add'l $1,000	Modified	$30.59	N/A
$100,001 - $500,000 – Base	Modified	$4,376.56	N/A
$100,001 - $500,000 – Per Add'l $1,000	Modified	$6.42	N/A
$500,001 - $1,000,000 – Base	Modified	$6,944.38	N/A
$500,001 - $1,000,000 – Per Add'l $1,000	Modified	$2.61	N/A
$1,000,001 - $5,000,000 – Base	Modified	$8,250.64	N/A
$1,000,001 - $5,000,000 – Per Add'l $1,000	Modified	$0.43	N/A
$5,000,001 - $10,000,000 – Base	Modified	$9,981.15	N/A
$5,000,001 - $10,000,000 – Per Add'l $1,000	Modified	$1.06	N/A
$10,000,000 - $25,000,000 – Base	Modified	$15,295.60	N/A

[1] Modified refers to the current fee being based on the valuation of the project.

Fee Name	Current Fee[1]	Total Cost	Difference
$10,000,000 - $25,000,000 – Per Add'l $1,000	Modified	$0.31	N/A
$25,000,000+ – Base	Modified	$19,973.68	N/A
$25,000,000+ – Per Add'l $1,000	Modified	$0.16	N/A
Building Plan Check			
Single Family Residential Plan Check	Modified	65%	N/A
Commercial / Multi-Family / Industrial Plan Check	Modified	80%	N/A
Standardized ADU Plan Review	New	$646	N/A
Accessory Dwelling Unit (New) - Up to 750 sf	New	50%	N/A
Junior Accessory Dwelling Unit	Modified	50%	N/A
Misc. Inspection & Plan Check Fees			
Reinspection	$195	$217	($22)
Inspection Outside of Normal Business Hours	$293	$258	$35
Inspection During a Holiday	$390	$296	$94
Inspection Fee for projects not Otherwise Specified	$195	$217	($22)
Re-Review	New	$220	N/A
Plan Review for projects not Otherwise Specified	$195	$215	($20)
Misc. Building Permits			
Permit Extension (includes Permit Card Replacement for Simple Permits)	$195	$416	($221)
Permit Renewal Investigation	$195	$257	($62)
Alternate Methods of Construction / Code Modification Request	$195	$243	($48)
Appeal	$195	$289	($94)
Deed Restriction	$195	$468	($273)
Inspection Card Replacement	$90	$212	($122)
Change of Record on Permit	$195	$347	($152)
Processing - Permit Front Counter Hourly Rate	$90	$212	($122)
Document Management - Escrow Report / Filing / Etc.	$90	$212	($122)
Extraordinary Development Applications	$22,000	$22,000	$0
Temporary Certificate of Occupancy	$500	$1,887	($1,387)
Pre-Fab Manufactured Homes	Modified	$5,788	N/A
Walls / Fences (No Retaining Walls):			
Up to 50 Linear Feet	Modified	$1,698	N/A
Each Additional 50 Linear Feet	Modified	$217	N/A
Retaining Walls:			
Up to 50 Linear Feet	Modified	$2,911	N/A
Each Additional 50 Linear Feet	Modified	$497	N/A
Swimming Pools & Spas:			
Residential			
Inground - No Hillside	Modified	$3,303	N/A
Inground - Hillside	Modified	$4,376	N/A
Aboveground - No Hillside	Modified	$3,035	N/A
Aboveground - Hillside	Modified	$3,640	N/A
Spa Only	Modified	$2,937	N/A

Fee Name	Current Fee[1]	Total Cost	Difference
Commercial			
Inground	Modified	$5,289	N/A
Aboveground	Modified	$4,683	N/A
Bathroom / Kitchen Remodels (non-structural)	Modified	$3,046	N/A
Window / Door / Skylight:			
Replacement			
First 5 Windows / Doors	Modified	$1,632	N/A
Each Additional Window / Door	Modified	$113	N/A
Install			
First 5 Windows / Doors	Modified	$1,858	N/A
Each Additional Window / Door	Modified	$113	N/A
Demolition:			
Structural	Modified	$2,500	N/A
Non-Structural	Modified	$1,507	N/A
Residential Reroof:			
Structural	Modified	$2,188	N/A
Non-Structural	Modified	$1,210	N/A
Residential Siding:			
Structural	Modified	$2,188	N/A
Non-Structural	Modified	$1,407	N/A
Residential Stucco Repair	Modified	$1,645	N/A
Residential Patio / Carport:			
Structural	Modified	$3,112	N/A
Non-Structural	Modified	$1,993	N/A
Hillside	Modified	$3,125	N/A
Residential Deck / Balcony:			
Structural	Modified	$3,632	N/A
Non-Structural	Modified	$2,658	N/A
Hillside	Modified	$3,790	N/A
Residential Fireplace:			
Pre-Fab	Modified	$1,771	N/A
Non Pre-Fab	Modified	$2,667	N/A
Commercial Signs:			
Replacement	Modified	$1,801	N/A
Electrical	Modified	$2,043	N/A
Structural	Modified	$2,594	N/A
Structural w/Electrical	Modified	$3,032	N/A
Environmental Services:			
ASBS Inspection	$164	$224	($60)
Plan Review	$164	$217	($53)
Revisions			
Plan Check	Modified	$238	N/A
Inspection	Modified	$218	N/A
Permit Support	Modified	$241	N/A
Miscellaneous Fees:			
Plan Check	Modified	$249	N/A

Fee Name	Current Fee[1]	Total Cost	Difference
Inspection	Modified	$223	N/A
Grading Permits			
10-100 c.y. – Base	Modified	$604	N/A
10-100 c.y. – Per Add'l 10 c.y.	Modified	$213	N/A
100-1,000 c.y. – Base	Modified	$2,519	N/A
100-1,000 c.y. – Per Add'l 100 c.y.	Modified	$164	N/A
1,000-10,000 c.y. – Base	Modified	$3,997	N/A
1,000-10,000 c.y. – Per Add'l 1,000 c.y.	Modified	$193	N/A
10,000-100,000 c.y. – Base	Modified	$5,738	N/A
10,000-100,000 c.y. – Per Add'l 1,000 c.y.	Modified	$18	N/A
100,000+ c.y. – Base	Modified	$7,377	N/A
100,000+ c.y. – Per Add'l 1,000 c.y.	Modified	$9	N/A
MEPs			
Mechanical Fees			
Kitchen Hood / Ventilation System:			
Residential	Modified	$618	N/A
Commercial	Modified	$1,466	N/A
Whole House Fan	Modified	$777	N/A
Residential Heat Pump	Modified	$777	N/A
Electrical Fees			
Residential Battery / Energy Storage System	Modified	$1,224	N/A
Residential EV Charging Station	Modified	$1,336	N/A
Commercial EV Charging Station:			
1-6 stations	Modified	$2,694	N/A
6+ stations	Modified	$3,706	N/A
Panel Replacements / Service:			
Less than 400 amps	Modified	$441	N/A
400 amps or larger	Modified	$1,409	N/A
Generators	Modified	$1,342	N/A
Commercial Electrical Upgrades	Modified	$2,025	N/A
Outlets:			
1-10 outlets	Modified	$393	N/A
Each add'l 5 outlets	Modified	$37	N/A
Key Pads and Gates	Modified	$333	N/A
Plumbing Fees			
Residential Water Heater Replacement	Modified	$276	N/A
Residential Tankless Water Heater	Modified	$498	N/A
Residential Misc. (Gas / Water / Sewer Line or Fixture) Replacement	Modified	$663	N/A
Commercial Ag Pumps	Modified	$658	N/A
Solar / Photovoltaic[2]			
Residential:			
Roof Mounted			
15kW or Less	$390	$1,222	($832)
Each Additional kW Above 15kW	$15	$15	$0
Ground Mounted			

[2] GOV § 66015 (a & b)

Fee Name	Current Fee[1]	Total Cost	Difference
15kW or Less	$780	$2,842	($2,062)
Each Additional kW Above 15kW	$15	$15	$0
Commercial:			
Roof Mounted			
50kW or Less	$1,170	$1,781	($611)
Per kW Between 50kW - 250kW	$7	$7	$0
Each Additional kW Above 250kW	$7	$7	$0
Ground Mounted			
50kW or Less	$2,340	$3,402	($1,062)
Per kW Between 50kW - 250kW	$0	$7	($7)
Each Additional kW Above 250kW	$7	$7	$0
Solar APP+	New	$446	N/A
Special Event Construction and/or Encroachment Permit			
Submitted < 30 Days Prior to Event	Double Plan Review or Base Fee		
Submitted < 60 Days Prior to Event	1.5 x Plan Review or Base Fee		
Special Event Construction and/or Encroachment Permit - Private Events:			
0-3 Tents	New	$2,346	N/A
3+ Tents	New	$545	N/A
Special Event Construction and/or Encroachment Permit - Public Events:			
0-3 Tents	New	$3,716	N/A
3+ Tents	New	$872	N/A
Encroachment Permits per MCC 14.04			
General Encroachment Permit - Minor:			
Driveway Approach Connection (Residential or Commercial)	$390	$599	($209)
Aerial Installation (Overlashing)	$390	$599	($209)
Low Growing Landscaping (12" in height or less; includes irrigation and hardscape)	$390	$599	($209)
Tree removal & trimming (may require Arborist report)	$390	$599	($209)
Utility cabinet & power supply (may require separate construction permit)	$390	$1,460	($1,070)
Construction / Destruction of Water Monitoring Wells (includes soil sampling borings & potholing)	$390	$766	($376)
Special event up to one-hundred-ninety-nine (199) daily participants	$390	$1,244	($854)
Road & right of way usage, road/lane/sidewalk closure, traffic control & signage, less than one (1) day (includes filming & photography)	$390	$1,389	($999)
General Encroachment Permit - Major:			
Landscaping Review for Tree Installation	$1,073	$1,210	($137)
Fences/gates/walls/columns/keypads (may require separate design approval and/or construction permit)	$1,073	$2,731	($1,659)
Street & Signal Improvements	$1,073	$2,731	($1,659)
Special event two hundred (200) or more daily participants	$1,073	$1,867	($795)

Fee Name	Current Fee[1]	Total Cost	Difference
Road usage, road/lane/sidewalk closure, traffic control & signage, more than one (1) day (includes filming and photography)	$1,073	$2,011	($939)
Misc. Encroachment Fees			
Administrative Fee	$355	$600	($245)
Inspection Fee	$195	$222	($27)
Annual Blanket Encroachment Permit for Utility Companies	$3,005	$43,313	($40,308)
Encroachment Maintenance Agreement	$7,000	$11,532	($4,532)
Complex Tents	New	$222	N/A
Encroachment "Base +" Fees			
Minor Base Fee	$390	$599	($209)
Major Base Fee	$1,073	$2,731	($1,658)
Underground Utility Trenching	$1.50	$2.22	($0.72)
Utility Poles & Street Lights	$50	$111	($61)
Boring & Existing Utility Underground Inspection (overpull)	$100	$111	($11)
Sidewalk, curb, or gutter	$2	$2.22	($0.22)
Tree Installation	New	$322	N/A
Transportation Permits[3]			
Single Trip	$16	$16	$0
Annual Trip	$90	$90	$0
Code Enforcement			
Code Enforcement Investigations and Compliance Support	$180	$226	($46)

The fees administered by the Building Division generally under-recover the associated costs. The fee with the largest under-recovery is the 'Annual Blanket Encroachment Permit for Utility Companies' at around $40,000. The next largest undercharge is associated with the 'Encroachment Maintenance Agreement' at about $4,500. The smallest undercharge is in relation to the Commercial Solar / Photovoltaic fees; the 'Per KW Between 50kW – 250kW' fee for ground-mounted systems under-recovers by $7. Only the fees for 'Inspection Outside of Normal Business Hours' and 'Inspection During a Holiday' show over-recoveries at about $35 and $100, respectively.

ANNUAL REVENUE IMPACT

Based on the prior year's (FY24/25) workload information, Building has a deficit of roughly $1.7 million. The following table shows the revenue at current fee, total projected annual cost, and resulting difference by major fee category.

TABLE 5: ANNUAL RESULTS – BUILDING

Fee Category	Revenue at Current Fee	Annual Cost	Difference
Single Family Residential	$3,688,770	$3,084,429	$604,341

[3] CA Veh Code § 35795; Cal. Code Regs. tit. 21 § 1411.3 (a)

Fee Category	Revenue at Current Fee	Annual Cost	Difference
Commercial / Multi-Family / Industrial	$692,581	$619,350	$73,230
Misc. Inspection & Plan Check Fees	$502,517	$556,173	($53,656)
Misc. Permit Fees	$443,641	$1,551,607	($1,107,965)
Grading Permits[4]	$495	$1,209	($714)
Mechanical Fees	$28,275	$97,242	($68,967)
Electrical Fees	$87,945	$280,152	($192,207)
Plumbing Fees	$33,735	$91,439	($57,704)
Solar / Photovoltaic	$362,300	$918,225	($555,925)
Encroachment Permits	$339,737	$659,652	($319,915)
Transportation Permits	$10,636	$10,636	$0
Total	**$6,190,632**	**$7,870,114**	**($1,679,482)**

Building has an annual cost recovery of about 80%. The largest source of the subsidy is in relation to the miscellaneous permit fees that were previously charged on a valuation basis (over 65% of the total cost recovery gap). The 'Single Family Residential' and 'Commercial / Multi-Family / Industrial' fees currently show a combined over-recovery of close to $700,000. When considered together, these differences emphasize the importance of adjusting the current valuation schedule to more accurately account for different project types. Right sizing these fees will help the department ensure greater, more accurate cost recovery.

[4] Grading fees are currently processed as part of general project valuation; as such, the information related to current revenue is limited.

PLANNING

The Planning Division is responsible for overseeing current and future development within the County. The fees examined within this study relate to appeals, zoning, use permits, development agreements, signs, variances, and special events, among others. The following subsections discuss fee schedule modifications, detailed per unit results, and annual revenue impacts for the fee-related services provided by Planning.

FEE SCHEDULE MODIFICATIONS

In discussions with County staff, the following modifications to the current fee schedule were proposed:

- **Fee Schedule Organization:** In order to more accurately capture the costs associated with Planning's fee-related services, the department proposed moving away from the current tiered system and reorganizing the fee schedule alphabetically.
- **Eliminated Fees:** Staff proposed eliminating the following fees as these services are no longer offered or they are covered by another department or another fee category:
  - 'Certificate of Compliance Conditional – Each Additional Lot'
  - 'Certificate of Correction – Map modification (except change of scenic easement)'
  - 'Change of Commercial or Industrial Use'
  - 'Commercial Cannabis Business Permit'
  - 'Design Approval – Limited in scope, no hearing required, no other departmental review required, minor change to existing structure, no addition'
  - 'General Plan Update and Implementation Fee'[5]
  - 'Lot Line Adjustment or Merger (No Public Hearing) Amendment, Revision, or Extension'
  - 'Mills Act Contract Selected Contract Processing'
  - 'Oak Woodland Guidelines Consistency Certification'
  - 'Personal Cannabis Permit'
  - 'Record of Survey'
  - 'Road Abandonment'
  - 'Transfer of Development Credit'
  - 'Voluntary Merger'

[5] It is recommended that this fee only apply to Building permits moving forward.

- **New Fees:** Staff proposed the addition of the following fees as they highlight either services already offered but not codified on the fee schedule or new services the County is looking to provide:
  - 'Address – Address Reassignment'
  - 'Development Agreement – Extension'
  - 'Historic Register Listing'
  - 'Local Coastal Program Amendment'
  - 'Tree Removal – User Permit/Costal Development Permit'
  - 'Vacation Rental Operator License'
  - 'Vacation Rental Operator License – Renewal Fee – Change'
  - 'Vacation Rental Operator License – Renewal Fee – No Change'
  - 'Zoning Verification Letter – Base'
  - 'Zoning Verification Letter – Each Addl. Hour'
- **Condensed Fees**: To streamline the fee schedule, the following fees were condensed or combined:
  - The Coastal and Inland Appeal fees were condensed into a single fee: 'Appeal – Coastal/Inland Permit.'
  - The tiers associated with the 'Condition Compliance / Mitigation Monitoring' fees were condensed into two fees: 'Condition Compliance (First Three Conditions Included in the Cost of Entitlement)' and 'Conditional Compliance – Mitigation Monitoring.'
  - The two fees related to Environmental Review Addendums were combined into a single fee.
  - The Coastal and Williamson Act 'Lot Line Adjustment or Merger' fees were combined into a singular fee covering both permit types.
  - The 'Storage and Electronic Conversion of Files Fee (File Storage Fee)' was combined with the 'Technology Fee' to better align with best practices.
- **Expanded Fee**: The 'Landscape Management Plan Review (No Discretionary Planning Permit Required)' was expanded to 'Minor' and 'Major' to better specify the service provided. This fee now also specifies that there is no discretionary planning permit required.
- **Modified Fees**: The following miscellaneous modifications were proposed:
  - The 'Certificate of Compliance Conditional' fee was changed from a flat fee for up to two lots to a deposit-based fee, regardless of the number of lots.
  - The 'Flood Zone Inquiry Report or Flood Zone Inquiry Cover Page' fee was renamed 'Floodplain Determination' for clarity.
  - The 'Application Request' fee was renamed 'Pre-Application Request' and a note was added that it includes Builder's Remedy.

- The 'Subdivision – Minor' fees were changed from a deposit-basis to flat fees.
- References to the GPUI fee were removed, as it is recommended that this fee no longer apply to Planning permits.

The modifications proposed ensure that the proposed fee schedule better reflects the services being provided by Planning staff.

DETAILED RESULTS

The Planning Division collects fees for zoning, use permits, design review, administrative and ministerial permits, code compliance, appeals, and environmental review, among other services. The total cost calculated for each service includes direct staff costs and Departmental, Divisional, and Countywide overhead. The following table details the fee name, current fee, total cost, and difference associated with each service offered.

TABLE 6: TOTAL COST PER UNIT RESULTS – PLANNING

Fee Name	Current Fee	Total Cost	Difference
HCD Land Use Fee Schedule			
Address - Address Reassignment	New	$561	N/A
Address - Each Additional Address	$90	$761	($671)
Address - First Address Assignment	$0	$761	($761)
Address - Address Verification	$0	$761	($761)
Administrative Permit or Coastal Administrative Permit (General)	$5,000	$6,861	($1,861)
Airport Land Use Commission Application Review	$1,500	$1,908	($408)
Appeal - Coastal/Inland Permit	Modified	$3,780	N/A
Appeal - Director's Interpretation	$1,500	$1,825	($325)
Appeal - Fee Determination	$1,500	$2,171	($671)
Appeal - Incomplete or Completeness Determination	$3,000	$2,171	$829
Certificate of Compliance Conditional	$7,000	$1,825	$5,175
Certificate of Compliance Unconditional (up to 2 lots)	$3,000	$739	$2,261
Certificate of Compliance Unconditional - Each Additional Lot	$1,000	$217	$783
Coastal Development Permit	$10,000	$12,513	($2,513)
Coastal Implementation Plan Amendment	$20,000	$10,859	$9,141
Contract Administration (New contracts and amendments)	15%	15%	$0
Combined Development Permit	$10,000	$17,939	($7,939)
Condition Compliance (First Three Conditions Included in Cost of Entitlement)	Modified	$212	N/A
Condition Compliance - Mitigation Monitoring	Modified	$424	N/A
Design Approval - Administrative, review & approval required, no hearing required	$1,500	$1,218	$282

Fee Name	Current Fee	Total Cost	Difference
Design Approval - Over the Counter, limited in scope, no hearing required	$500	$648	($148)
Design Approval - Public hearing required	$3,000	$3,755	($755)
Development Agreement/Amendment	$20,000	$10,859	$9,141
Development Agreement - Extension	New	$5,000	N/A
Development Review Committee Conference	$3,000	$2,882	$118
Director's Interpretation	$1,500	$1,520	($20)
Emergency Permit	$5,000	$2,218	$2,782
Environmental Review - Addendum (tiered from earlier Environmental Impact Report or MND; fees are additive to permit fees)	$5,000	$1,303	$3,697
Environmental Review - Environmental Impact Report (Extraordinary Development Application)	$20,000	$21,719	($1,719)
Environmental Review - Initial Study (ND/MND; fees are additive to permit fees)	$10,000	$15,203	($5,203)
Extraordinary Development Application	$20,000	$26,063	($6,063)
Floodplain Determination	$0	$1,405	($1,405)
Franchise Agreement	$7,000	$13,584	($6,584)
Franchise Agreement, Extension or Amendment	$5,000	$9,456	($4,456)
General Development Plan	$10,000	$7,872	$2,128
General Plan / Land Use Inland Area or Master Plan Amendment	$20,000	$9,773	$10,227
Hazardous Vegetation/Fuel Management Plan Review	$0	$106	($106)
Historic Register Listing	New	$3,271	N/A
Landscape Management Plan Review (No Discretionary Planning Permit Required) - Major	$500	$750	($250)
Landscape Management Plan Review (No Discretionary Planning Permit Required) - Minor	$500	$310	$190
Letter of Public Convenience and Necessity	$1,500	$1,278	$222
Local Coastal Program Amendment	New	$10,859	N/A
Lot Line Adjustment or Merger (Coastal or Williamson Act)	Modified	$6,016	N/A
Lot Line Adjustment Or Merger (Inland)	Modified	$3,701	N/A
Mills Act Contract Application	$3,000	$6,528	($3,528)
Minor & Trivial Amendment or Minor Amendment, no hearing required	$3,000	$3,670	($670)
Monterey Peninsula Water Management District Allocation Tracking	$182	$212	($30)
Parcel Legality Determination	$3,000	$4,343	($1,343)
Permit Amendment, Renewal, or Revision (not otherwise specified)	$5,000	$7,450	($2,450)
Permit Extension	$5,000	$1,967	$3,033
Pre-Application Request (Incl. Builder's Remedy)	$500	$757	($257)

Fee Name	Current Fee	Total Cost	Difference
Restoration Plan - Administrative	$5,000	$3,271	$1,729
Restoration Plan - Hearing required	$10,000	$5,571	$4,429
Road Name	$3,000	$10,031	($7,031)
Scenic Easement Amendment	$3,000	$4,411	($1,411)
Special Event Questionnaire Processing (other permits may be required; fees captured through other permits)	$0	$1,698	($1,698)
Specific Plan	$20,000	$34,325	($14,325)
Specific Plan Amendment	$20,000	$14,933	$5,067
Specific Plan Conformance Determination, Director's Approval, no hearing	$1,500	$3,475	($1,975)
Specific Plan Conformance Determination, hearing required	$5,000	$4,774	$226
Subdivision - Minor - Extension / Subdivision Improvement Agreement Extension	$20,000	$2,828	$17,172
Subdivision - Minor - Tentative / Vesting Tentative Map Amendment	$20,000	$6,363	$13,637
Subdivision - Minor - Tentative / Vesting Tentative Map Application	$20,000	$13,365	$6,635
Subdivision - Minor - Tentative / Vesting Tentative Map Extension	$20,000	$2,171	$17,829
Subdivision - Standard - Extension / Subdivision Improvement Agreement Extension	$20,000	$8,885	$11,115
Subdivision - Standard - Tentative / Vesting Tentative Map Amendment	$20,000	$16,877	$3,123
Subdivision - Standard - Tentative / Vesting Tentative Map Application	$20,000	$27,041	($7,041)
Subdivision - Standard - Tentative / Vesting Tentative Map Extension	$20,000	$11,057	$8,943
Surface Mine Annual Inspection (disturbed area < 20 acres)	$5,000	$4,461	$539
Surface Mine Annual Inspection (disturbed area > 20 acres)	$10,000	$4,461	$5,539
Surface Mine Reclamation Plan	$20,000	$28,060	($8,060)
Transfer of Development Credit - Big Sur Viewshed Acquisition	$3,000	$6,019	($3,019)
Transfer of Development Credit - Big Sur Viewshed Acquisition - part of an existing application	$3,000	$1,303	$1,697
Tree Removal - Director's Approval or Waiver (Inland Zone only)	$500	$479	$21
Tree Removal - Hazard	$0	$373	($373)
Tree Removal - Use Permit/Coastal Development Permit	New	$2,748	N/A
Use Permit – General	$5,000	$12,463	($7,463)
Use Permit - Oil & Gas	$20,000	$8,656	$11,344
Vacation Rental Operator License	$965	$977	($12)
Vacation Rental Operator License - Renewal Fee - Change	$135	$380	($245)

Fee Name	Current Fee	Total Cost	Difference
Vacation Rental Operator License - Renewal Fee - No Change	$357.50	$162	$196
Variance	$7,000	$5,877	$1,123
Vested Rights Determination	$20,000	$9,773	$10,227
Williamson Act - Farmland Security Zone Contract or Williamson Act Contract Amendment	$5,000	$5,463	($463)
Zone Change / Code Amendment	$20,000	$9,773	$10,227
Zoning Verification Letter - Base	New	$945	N/A
Zoning Verification Letter - Each Addl. Hour	New	$214	N/A
Hourly Rates			
Code Enforcement Investigations and Compliance Support	$180	$226	($46)
Environmental Services	$164	$222	($58)
Planning	$175	$217	($42)
Development Services	$186	$247	($61)
Public Works	$175	$238	($63)
Housing Division	$165	$219	($54)
Front Counter Processing	$90	$212	($122)
Activities / Services Provided Billed on Hourly Rates:			
Code Enforcement Activities	$180	$226	($46)
Deed Restriction Processing (ministerial permits)	$175	$217	($42)
Research	$175	$217	($42)
Site Visit	$175	$217	($42)
Subdivision - Minor or Standard – Amend Final Map (Deposit Required $6,000)	$175	$217	($42)

The fees administered by the Planning Division show a mix of under- and over-recoveries. Many of the fees that show the largest overcharges are currently charged as deposits; as such, exact costs would be recovered, and they are not true over-recoveries. Examples include the subdivision fees, 'Vested Rights Determination,' and 'Development Agreement/Amendment,' among others. The non-deposit-based fees that show the largest overcharges are the 'Surface Mine Annual Inspection' fee ($5,500) and the 'Certificate of Compliance Conditional' fee ($5,200). Because of the complex and varied nature of conditional certificates of compliance, that fee will be converting to a deposit basis.

Similar to the fees that show over-recoveries, several of the fees with the largest under-recoveries are deposit-based fees, so all costs would be recovered. Of the fees that are not deposits, the 'Combined Development Permit' shows the largest under-recovery at about $8,000. The 'Road Name' and 'Use Permit – General' fees show similarly large under-recoveries at around $7,000 and $7,500, respectively.

ANNUAL REVENUE IMPACT

Based on the prior year's (FY24/25) workload information, Planning has a deficit of roughly $835,000. The following table shows the revenue at current fee, total projected annual cost, and resulting difference by major fee category.

TABLE 7: ANNUAL RESULTS – PLANNING

Fee Category	Revenue at Current Fee	Annual Cost	Difference
Addressing	$7,650	$64,685	($57,035)
Administrative Permit	$290,000	$397,938	($107,938)
Certificate of Compliance	$34,000	$8,778	$25,222
Coastal Permits	$50,000	$62,565	($12,565)
Combined Development Permit	$540,000	$968,706	($428,706)
Design Approval	$306,500	$341,843	($35,343)
Lot Line Adjustment or Merger	$48,000	$37,010	$10,990
Permit Amendment, Extension, Renewal, or Revision	$64,000	$45,096	$18,904
Pre-Application Request	$38,000	$57,532	($19,532)
Subdivisions	$20,000	$20,000	$0
Tree Removal	$11,000	$10,538	$462
Use Permit	$105,000	$261,723	($156,723)
Misc Land Use Fees	$397,670	$317,432	$80,238
Hourly Rates	$584,013	$736,357	($152,344)
Total	**$2,495,833**	**$3,330,203**	**($834,370)**

Planning has an annual cost recovery of about 75%. Approximately $430,000 of that subsidy is in relation to Combined Development Permits. The per unit deficit for that fee is approximately $8,000, and it was administered 54 times in FY25, resulting in a large annual deficit. The next largest source of deficit is in relation to Use Permits at around $157,000. Modifying these fees will result in a large impact to the Division's revenue.

DEVELOPMENT SERVICES SURCHARGES

There are two typical surcharges assessed as part of the development review process – General Plan Maintenance Fee and Technology fee. Currently, Monterey County Housing and Development assesses both of these fees. The following subsections discuss the calculation and application of the General Plan Maintenance Fee and Technology Fee and provides comparative context to other jurisdictions.

GENERAL PLAN MAINTENANCE FEE

A General Plan Maintenance fee is meant to account for updates to the general plan, zoning ordinance, housing elements, and other long-range planning activities that are part of the larger General Plan.

The General Plan Maintenance fee is governed by Government Code Section 66014(b) which states that fees "may include the costs reasonably necessary to prepare and revise the plans and policies that a local agency is required to adopt before it can make any necessary findings and recommendations." This code states that fees can be charged against zoning changes, zoning variances, use permits, building inspections, and filing applications.

More typically, the fee is charged during the building permit phase to ensure any development project that progresses to that phase and makes enough of an impact to require the need for an update to the Zoning Code or the General Plan bears its fair share of the costs, without burdening smaller projects that will not have an impact. This fee should only be applied to major building permits (i.e., new or remodel / tenant improvements) rather than standalone permits for water heaters or electrical outlets.

The project team took the estimated cost associated with updating the General Plan and annualized it over the life of the plan. Additionally, the team also anticipated annual staff costs associated with updating the long-range activities. The following table breaks out by category the components that comprise the total annual cost calculation.

TABLE 8: GENERAL PLAN MAINTENANCE FEE – ANNUAL COSTS

Task	Estimated Cost	Years	Annualized Cost
General Plan Update	$5,000,000	15	$333,333
Staff Cost	$258,663	1	$258,663
Total Annual Cost			**$591,996**

The annual cost to the County for working on its long-range activities is approximately $600,000. The County currently assesses this fee as a percentage of the applicable permits. The project team calculated the full cost of the General Plan Fee based on the recommended methodology of applying the fee only to major building permits. The following table shows this calculation:

TABLE 9: GENERAL PLAN MAINTENANCE FEE CALCULATION

Category	Amount
Total Annual Cost	$591,996
Building Permit Fee Revenue – New construction	$3,703,780
General Plan Maintenance Fee	**15%**

The full cost of the General Plan Maintenance fee is 15%. The County currently charges this fee on both Planning and Building projects. It is recommended that the fee only be assessed on building projects, as this has the strongest nexus for the application of the fee. The following table compares the County's current fee to the full cost fee and associated difference:

TABLE 10: GENERAL PLAN MAINTENANCE FEE – PER UNIT RESULTS

Category	Current Fee	Full Cost	Difference
General Plan Fee	10%	15%	(5%)

The County is currently under-recovering by approximately 5 percentage points for its General Plan Maintenance Fee.

As part of this analysis, the project team conducted a comparative survey of other local jurisdictions and their assessment of a General Plan Maintenance Fee. Like other comparative efforts, the survey below simply shows the fees charged by the jurisdiction and does not include the basis upon which the other jurisdictions calculated or developed their fee. The following table shows the results of this comparative analysis:

TABLE 11: GENERAL PLAN MAINTENANCE FEE – COMPARATIVE SURVEY

Jurisdiction	Fee Amount
City of Monterey	15% of Building Permit Fee
San Luis Obispo County	N/A
Santa Barbara County	N/A
Santa Clara County	0.205% of Building Permit Valuation
Santa Cruz	1.22% of Building Permit Valuation for Non-ADUs
Santa Cruz County	7% of Permit Fee

As the table indicates, some jurisdictions charge their General Plan Maintenance Fee based on valuation, while others charge it based on the full permit fee. Of those that charge the surcharge based on the building permit fee, the full cost calculated for the County is higher than Santa Cruz County but comparable to the City of Monterey. Additionally, all of the jurisdictions only assess this on Building Permits.

TECHNOLOGY SURCHARGE FEE

A Technology Fee allows a jurisdiction to support the costs associated with its permitting system, staff time for managing the systems, acquiring the system, mobile devices used for permitting, etc. The project team used knowledge from working with a wide range of jurisdictions to estimate annual permit-

related technology costs. The costs included in this estimate are the capital costs for a permitting system, annualized over 10 years. The following table shows the annual cost by cost category:

TABLE 12: TECHNOLOGY SURCHARGE COST COMPONENTS

Item	Total Cost	# of Years	Annualized Cost
System Replacement	$15,000,000	10	$1,500,000
Total Annual Cost			**$1,500,000**

To replace the system, the County would need to set aside approximately $1.5 million annually. While this is based on the system replacement, it is meant to be a proxy to capture any and all technology related costs for the department – hardware, software, scanning, etc. To calculate the fee needed to recover this full cost, the project team took the annualized cost of the system replacement and divided it by the potential permit and application fees to which it would be applicable. The following table shows this calculation:

TABLE 13: TECHNOLOGY FEE CALCULATION

Category	Amount
Total Annual Cost	$1,500,000
Total Development Fee Revenue	$11,200,317
Technology Fee	**13%**

Based upon this calculation, the County's full cost Technology Fee would be 13% of the permit fee. Therefore, if a permit fee was $100, the Technology fee collected would be $13; whereas if a permit fee was $1,000, the Technology fee collected would be $130. This type of structure enables the Technology fee to be more proportionately distributed based upon the projects and their impact upon the system.

The County currently assesses two separate technology fees, a fee for the storage and electronic conversion of files and a more general technology fee. Through this study, merging these fees into a singular technology fee was proposed, consistent with best practices. The following table compares the County's current fee (with both fees included) to the full cost and provides the associated difference:

TABLE 14: TECHNOLOGY FEE – PER UNIT RESULTS

Category	Current Fee	Full Cost	Difference
Technology Fee	9.42%[6]	13.00%	(3.58%)

The Department is currently under-recovering by about 3.6 percentage points for its Technology Fee. As part of this analysis, the project team conducted a comparative survey of other local jurisdictions and their assessment of a Technology Fee. Like other comparative efforts, the survey below simply shows the fees charged by the jurisdiction and does not include the basis upon which the other jurisdictions calculated or developed their fee. The following table shows the results of this comparative analysis:

[6] Includes the 7.49% Technology Fee and the 1.93% scanning / records fee.

TABLE 15: TECHNOLOGY SURCHARGE – COMPARATIVE SURVEY

Jurisdiction	Fee Amount
City of Monterey	N/A
San Luis Obispo County	8.9% of Applicable Fees
Santa Barbara County	N/A
Santa Clara County	3% of Permit Fee
Santa Cruz	6% of Permit Fee
Santa Cruz County	3% of Permit Fee

For those jurisdictions that do charge a fee, their fee is charged as a percentage of the permit or applicable fees. The Department's current fee and full cost fee are higher than the surveyed jurisdictions and most comparable to San Luis Obispo County's fee.

SURCHARGE FUND BEST PRACTICES

It is a best practice to collect and account for General Plan Maintenance and Technology surcharges in separate accounts, as doing so ensures compliance with funding requirements, enables appropriate allocation of funds to general plan or technology-related activities, and mitigates any potential issues with the comingling of funds. The Department already tracks this revenue in a separate subaccount and meets this best practice.

COST RECOVERY CONSIDERATIONS

The following sections provide guidance regarding how and where to increase fees, determine annual update factors, and develop cost recovery policies and procedures.

FEE ADJUSTMENTS

This study has documented and outlined on a fee-by-fee basis where the Department is under- and over-collecting for its fee-related services. County and Department management will now need to review the study results and adjust fees per Departmental and County philosophies and policies. The following points outline the major options the County has in adjusting its fees:

- **Over-Collection:** Upon review of the fees that were shown to be over-collecting for costs of services provided, the Department should reduce the current fee to be in line with the full cost of providing the service.
- **Full Cost Recovery:** For fees that show an under-collection for costs of services provided, the Department may decide to increase the fee to full cost recovery immediately.
- **Phased Increase:** For fees with significantly low-cost recovery levels, or which would have a significant impact on the community, the Department could choose to increase fees gradually over a set period.

The Department will need to review the results of the fee study and associated cost recovery levels and determine how best to adjust fees. While decisions regarding fees that currently show an over-recovery are straightforward, the following subsections provide further detail on why and how the Department should consider either implementing Full Cost Recovery or a Phased Increase approach to adjusting its fees.

FULL COST RECOVERY

Based on the permit or review type, the Department may wish to increase the fee to cover the full cost of providing services. Certain permits may be close to cost recovery already, and an increase to full cost may not be significant. Other permits may have a more significant increase associated with full cost recovery.

Increasing fees associated with permits and services that are already close to full cost recovery can potentially bring a department's overall cost recovery level higher. Often, these minimal increases can provide necessary revenue to counterbalance fees that cannot be increased.

The Department should consider increasing fees for permits for which services are rarely engaged to full cost recovery. These services often require specific expertise and can involve more complex research

and review due to their infrequent nature. As such, setting these fees at full cost recovery will ensure that when the permit or review is requested, the Department is recovering the full cost of its services.

PHASED INCREASES

Depending on current cost recovery levels, some current fees may need to be increased significantly to comply with established or proposed cost recovery policies. Due to the type of permit or review or the amount by which a fee needs to be increased, it may be best for the Department to use a phased approach to reaching its cost recovery goals.

As an example, you may have a current fee of $200 with a full cost of $1,000, representing 20% cost recovery. If the current policy is 80% cost recovery, the current fee would need to increase by $600, bringing the fee to $800, to comply with proposed recovery levels. Assuming this service is something the Department provides quite often and affects various members of the community, an instant increase of $600 may not be feasible. Therefore, the Department could take a phased approach, whereby it increases the fee annually over a set period until cost recovery is achieved.

Raising fees over a set period not only allows the Department to monitor and control the impact to applicants but also ensure that applicants have time to adjust to significant increases. Continuing with the example above, the Department could increase the fee by $150 per year for the next four years, spreading out the increase. Depending on the desired overall increase and the impact to applicants, the Department could choose to vary the number of years by which it chooses to increase fees. However, the project team recommends that the Department not phase increases for periods greater than five years, as that is the maximum window after which a comprehensive fee assessment should be completed.

ANNUAL ADJUSTMENTS

Conducting a comprehensive analysis of fee-related services and costs annually would be quite cumbersome and costly. The general recommendation is that a comprehensive fee analysis should be conducted every five to seven years. This allows jurisdictions to ensure they account for organizational changes, such as staffing levels and merit increases, and process efficiencies, code or rule changes, or technology improvements. Developing annual update mechanisms allow jurisdictions to maintain current levels of cost recovery, while accounting for increases in staffing or expenditures related to permit services. The two most common types of update mechanisms are Consumer Price Index (CPI) and Cost of Living Adjustment (COLA) factors. The following points provide further detail on each of these mechanisms:

- **COLA / Personnel Cost Factor:** Jurisdictions often provide their staff with annual salary adjustments to account for increases in local cost of living. These increases are not tied to merit or seniority but rather meant to offset rising costs associated with housing, gas, and other livability factors. Sometimes these factors vary depending on the bargaining group of a specific employee. Generally, these factors are around two or three percent annually.

- **CPI / ECI Factor:** A common method of increasing fees or cost is to look at regional cost indicators, such as the Consumer Price Index or Employment Cost Index. These factors are calculated by the Bureau of Labor Statistics, are put out at various intervals within a year, and are specific to states and regions.

The County of Monterey should review its current options internally (COLA) as well as externally (CPI / ECI) to determine which option better reflects the goals of the Departments and the County. If choosing a CPI / ECI factor, the County should outline which CPI / ECI should be used, including specific region and adoption date. If choosing an internal factor, the County should be sure to specify which factor if multiple exist.

POLICIES AND PROCEDURES

This study has identified areas where the Department is under-collecting the costs associated with providing services. This known funding gap is therefore being subsidized by other County revenue sources.

Development of cost recovery policies and procedures will ensure that current and future decision makers understand how and why fees were determined and set, as well as provide a road map for ensuring consistency when moving forward. The following subsections outline typical cost recovery levels and discuss the benefits of developing target cost recovery goals and procedures for achieving and increasing cost recovery.

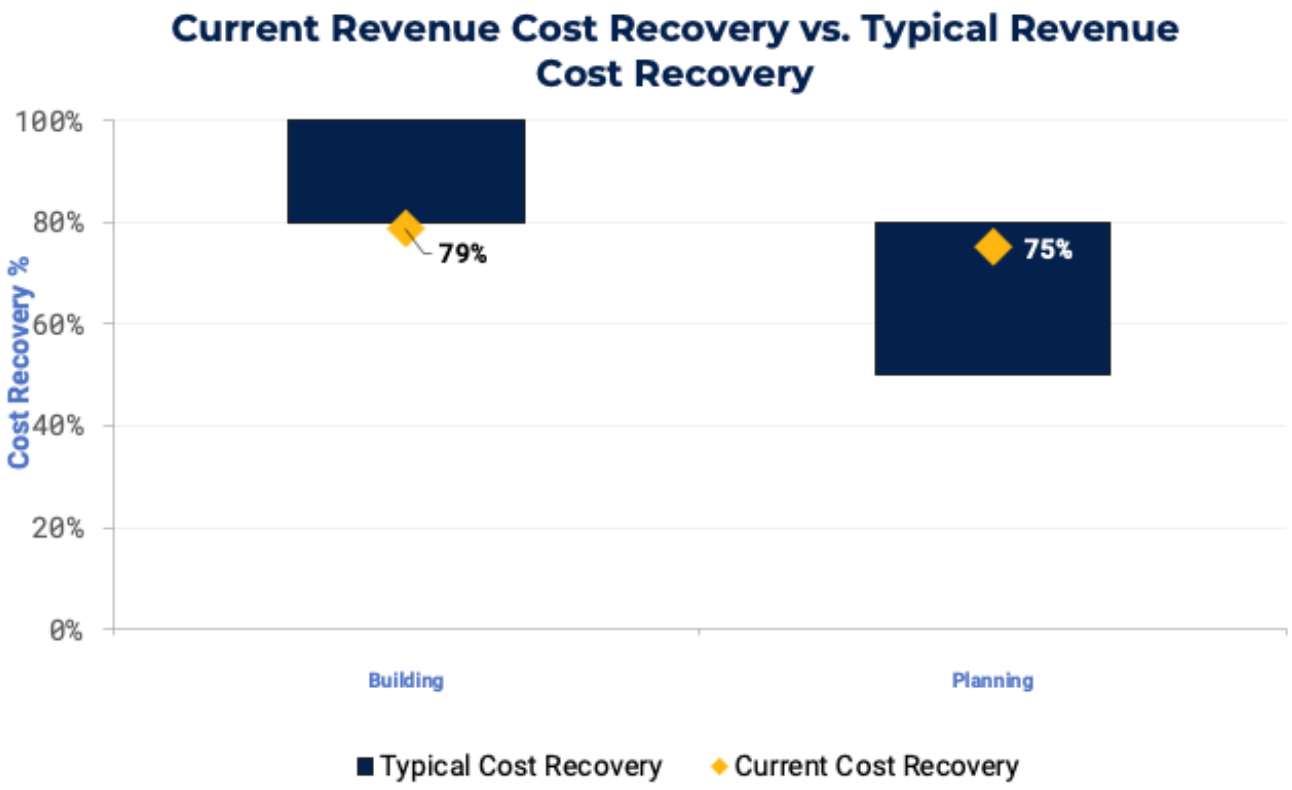
TYPICAL COST RECOVERY

The Matrix Consulting Group has extensive experience in analyzing local government operations across the United States and has calculated typical cost recovery ranges. The following table outlines cost recovery ranges by major service area.

TABLE 16: TYPICAL COST RECOVERY RANGES BY MAJOR SERVICE AREA

Service Areas	Typical Cost Recovery Ranges
Building	80-100%
Planning	50-80%

Information presented in the table above is based on the Matrix Consulting Group's experience in analyzing local governments' operations across the United States and within California and reflects typical cost recovery ranges observed by local adopting authorities. The following graph depicts how Monterey compares to industry cost recovery range standards.



Building is slightly lower than the typical cost recovery range, while Planning is within the typical range seen for those services.

DEVELOPMENT OF COST RECOVERY POLICIES AND PROCEDURES

The Department should review the current cost recovery levels and adopt a formal policy regarding cost recovery. This policy can be general in nature and can apply broadly to the Department as a whole or to each division specifically. A division-specific cost recovery policy would allow the Department to better control the cost recovery associated with different types of services being provided and the community benefit received.

APPENDIX – COMPARATIVE SURVEY

As part of the Cost of Services (User Fee) study for the County of Monterey, Matrix Consulting Group conducted a comparative survey of user fees. The County identified six municipalities to be included in the comparative survey: City of Monterey, San Luis Obispo County, Santa Barbara County, Santa Clara County, City of Santa Cruz, and Santa Cruz County. The project team then reviewed public documents (i.e., agenda items, staff reports, budgets, fee schedules, and ordinances) and or contacted jurisdictions to get comparative information.

While this full report provides the County with a reasonable estimate and understanding of the true costs of providing services, many jurisdictions also wish to benchmark themselves against other comparable jurisdictions to understand the local "rates" for comparable services. This type of comparative analysis allows for the County to assess what types of changes in fee levels their community can bear. However, benchmarking does not provide adequate information regarding the relationship of other jurisdiction's costs to their fees (i.e., policy decisions to subsidize, cost recovery goals, etc.). To contextualize this portion of the analysis, the project team provided economic and recency factors for the comparable jurisdictions.

The following sections detail various factors to consider when reviewing comparative survey results, as well as graphical comparisons of current fees and total calculated costs for various permits issued or services provided by the County.

ECONOMIC FACTORS

To provide additional context for the comparative survey information, the project team collected economic data for the included jurisdictions. Three important economic factors to consider when comparing fees across multiple jurisdictions are: population, budget, and workforce size. These factors can impact how and when fees are administered, as a jurisdiction with a smaller population may choose to not charge a fee, or a smaller workforce size may inhibit their ability to administer a fee.

The following tables rank each jurisdiction from smallest to largest for each of these economic factors:

TABLE 17: RANKING OF JURISDICTIONS BY POPULATION

Jurisdiction	Population[7]
City of Monterey	27,273
City of Santa Cruz	62,972
Santa Cruz County	263,710
San Luis Obispo County	279,337
Monterey County	**438,831**
Santa Barbara County	447,132

[7] California Finance estimates as of 1/1/2025 were used to determine each jurisdiction's population.

Jurisdiction	Population[7]
Santa Clara County	1,922,259

TABLE 18: RANKING OF JURISDICTIONS BY DEVELOPMENT-RELATED FTE

Jurisdiction	FY25-26 Development FTE
City of Monterey	29.25
City of Santa Cruz	35.00
Santa Clara County	96.00
Monterey County	**108.00**
Santa Barbara County	114.25
San Luis Obispo County	115.50
Santa Cruz County[8]	362.50

TABLE 19: RANKING OF JURISDICTIONS BY DEVELOPMENT-RELATED BUDGET

Jurisdiction	FY25-26 Development Budget
City of Santa Cruz	$10,076,133
City of Monterey	$12,985,552
San Luis Obispo County	$20,472,275
Monterey County	**$26,063,271**
Santa Barbara County	$27,945,200
Santa Clara County	$29,572,412
Santa Cruz County	$247,715,144

When compared to the surveyed jurisdictions, the County of Monterey ranks near the middle in terms of population, budget, and staffing.

RECENCY FACTOR

While the above comparative information can provide some perspective when paralleling Monterey's fees with surveyed jurisdictions, other key factors to consider are when a jurisdiction's fee schedule was last updated and when the last comprehensive analysis was undertaken.

Regarding fee schedule updates, all surveyed jurisdictions have updated their fee schedules within the last year (2025).

However, as it relates to the previous fee study, there is variable information regarding that. It is important to note that even though jurisdictions may have conducted recent fee studies, their fees are not always adopted at full cost recovery. The following tables detail when each surveyed jurisdiction last conducted a fee analysis and when they last updated their fee schedule

TABLE 20: LAST FEE STUDY CONDUCTED

Jurisdiction	Response
City of Monterey	2024

[8] Includes Public Works.

Jurisdiction	Response
City of Santa Cruz	2024
San Luis Obispo County	Currently Undergoing
Santa Barbara County	2021
Santa Clara County	Currently Undergoing
Santa Cruz County	2017

All jurisdictions are either undergoing a study or have done one within the last 10 years.

The comparative results only show the adopted fee for the surveyed jurisdiction, not necessarily the full cost associated with the comparable service.

ADDITIONAL FACTORS

Along with keeping the statistics outlined in the previous sections in mind, the following issues should also be noted regarding the use of market surveys in the setting of fees for service:

- **Cost Recovery Factors:** Each jurisdiction and its fees are different, and many are not based on the actual cost of providing services as various policy decisions may subsidize services.
- **Fee Variance Factors:** The same "fee" with the same name may include different steps or sub-activities. Jurisdictions also provide varying levels of service and have varying levels of costs associated with providing services such as staffing levels, salary levels, indirect overhead costs, etc.

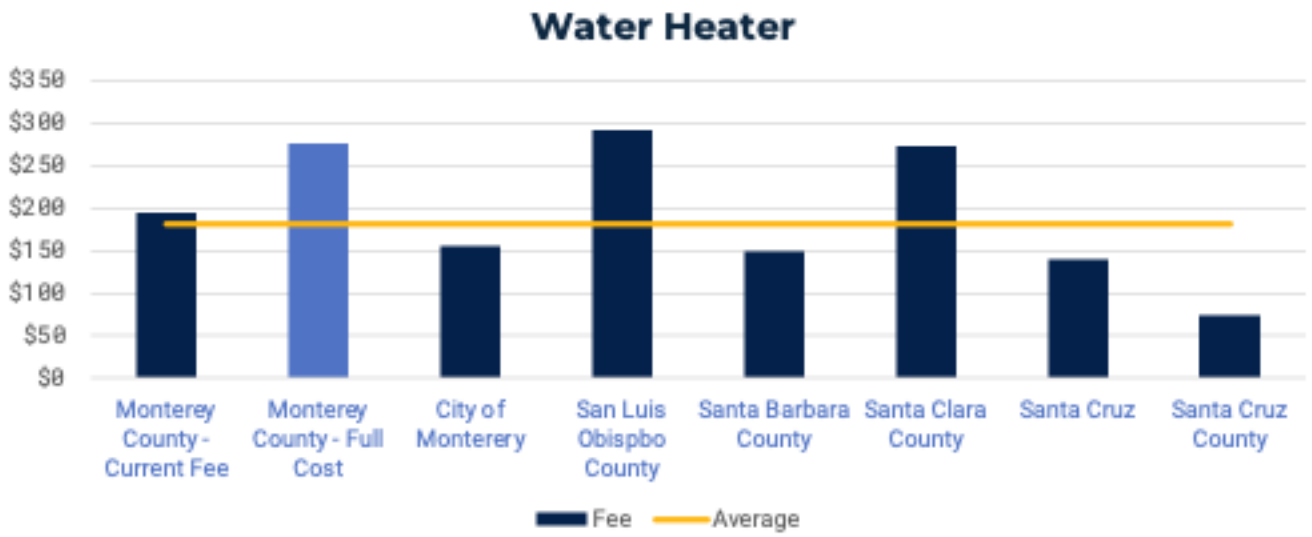
In addition to the issues noted, market surveys can also run the risk of creating a confusing excess of data that will obscure rather than clarify policy issues. Because each jurisdiction is different, the Matrix Consulting Group recommends that the information contained in the market comparison of fees be used as a secondary decision-making tool, rather than the primary method for determining an acceptable price point for services.

COMPARATIVE SURVEY RESULTS

As part of this study, the project team conducted a survey of how the Department's current user fees and calculated full cost compare to other identified jurisdictions. The following subsections provide a comparative look at several fee-related services provided by the County versus the surveyed jurisdictions.

1 WATER HEATER

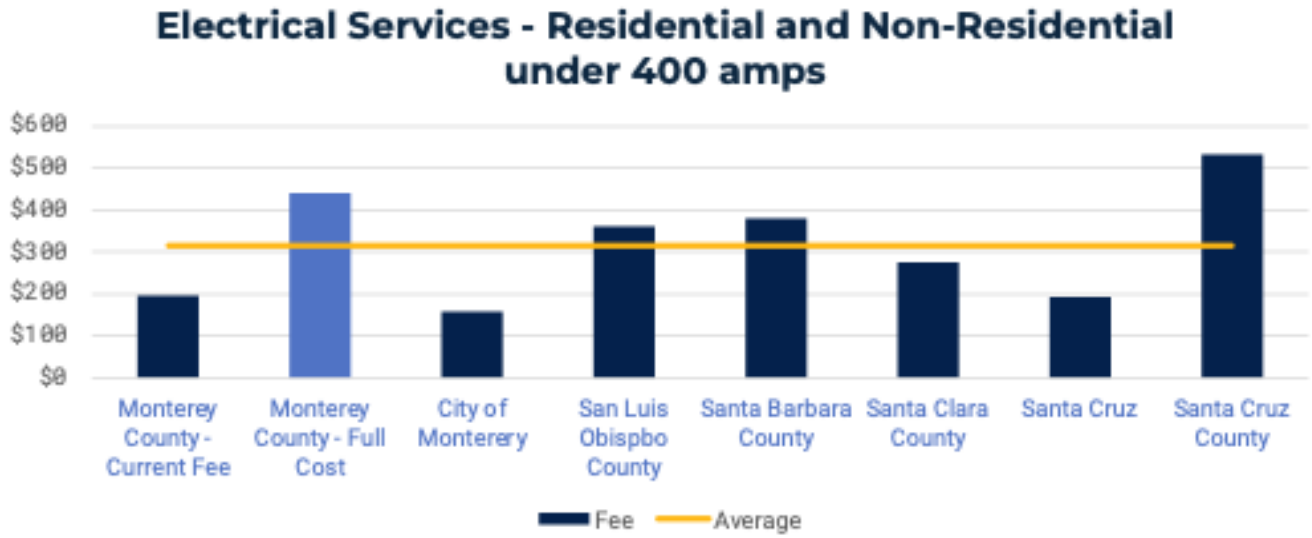
Building currently charges a fee of $195 for a Water Heater. Through this study, the project team calculated the full cost of this service to be $276. The following graph shows how County of Monterey's current fee and full cost compare to the surveyed jurisdictions.



The County of Monterey's current fee is near the jurisdictional average of $181. The full cost calculated is the second highest and is comparable to Santa Clara County's fee of $274. Santa Cruz County charges the least for this service with a fee of $75.

2 ELECTRICAL SERVICES - RESIDENTIAL AND NON-RESIDENTIAL UNDER 400 AMPS

Building currently charges a fee of $195 for to review an electrical service under 400 amps. Through this study, the project team calculated the full cost of this service to be $441. The following graph shows how County of Monterey's current fee and full cost compare to surveyed jurisdictions.

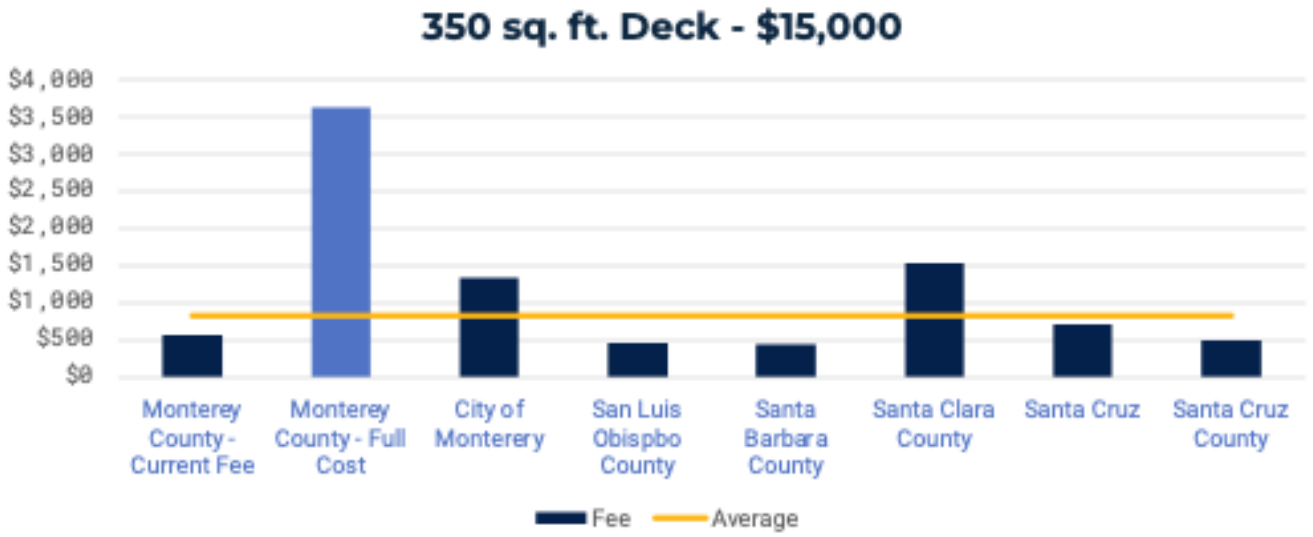


The County of Monterey's current fee is below the jurisdictional average of $302 and is most similar to the City of Santa Cruz's fee of $193. The full cost calculated is the second highest and is greater than the

fees charged by the surveyed jurisdictions, except for Santa Cruz County ($533). The City of Monterey charges the lowest fee at $156.

3 350 SQ. FT. DECK, VALUED AT $15,000

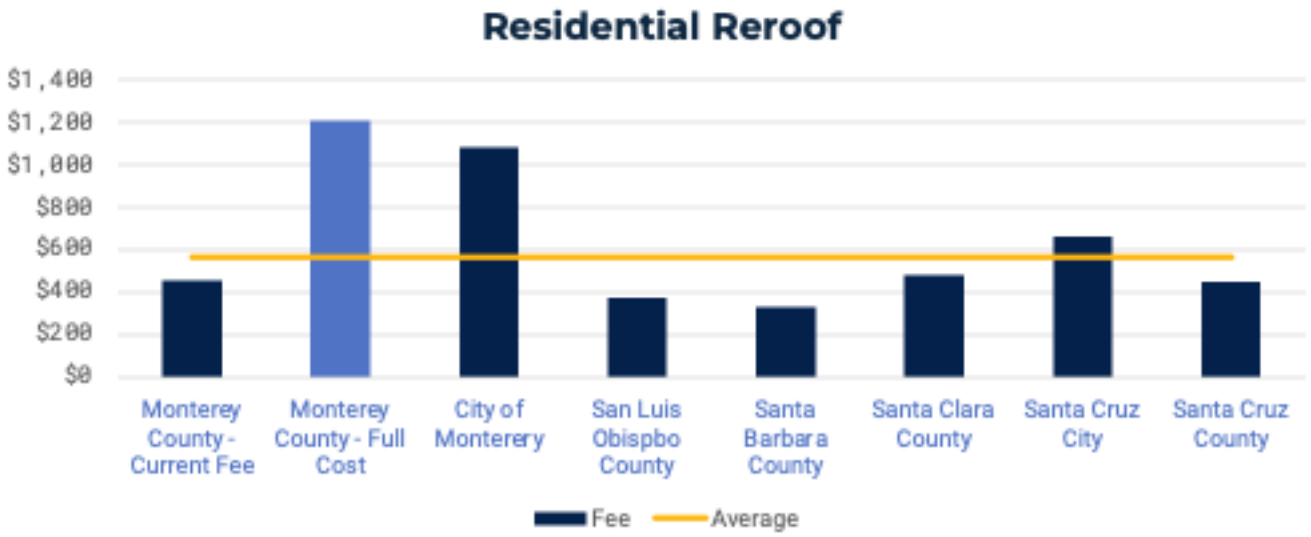
Building currently charges a fee of $570 for a 350 sq. ft. deck valued at $15,000. Through this study, the project team calculated the full cost of this service to be $3,632. The following graph shows how County of Monterey's current fee and full cost compare to surveyed jurisdictions.



The County of Monterey's current fee is below the jurisdictional average of $825 and is most comparable to Santa Cruz County's fee of $493. Building's full calculated cost is higher than all surveyed jurisdictions. Santa Barbara County's fee is the lowest at $435. The City of Monterey, Santa Clara County, and the City of Santa Cruz all charge this fee based on valuation, while the other jurisdictions have a flat fee specific to decks.

4 RESIDENTIAL REROOF, VALUED AT $12,000, 1,800 SQ. FT.

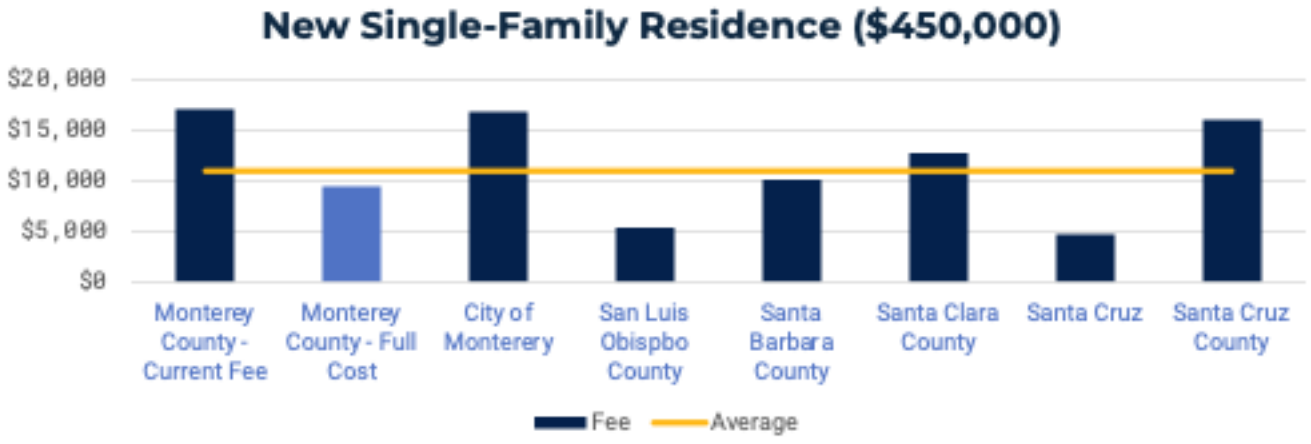
Building currently charges a fee of $456 for an 1,800 sq. ft. residential reroof valued at $12,000. Through this study, the project team calculated the full cost of this service to be $1,210. The following graph shows how County of Monterey's current fee and full cost compare to the surveyed jurisdictions.



The County of Monterey's current fee is below the jurisdictional average of $563. The full calculated cost is the highest among the surveyed jurisdictions and is most comparable to the City of Monterey's fee of $1,082. Santa Barbara County's fee is the lowest at $329. The City of Monterey and the City of Santa Cruz charge this fee based on valuation, while the other jurisdictions have a flat fee.

5 2,500 SQ. FT. NEW RESIDENTIAL RESIDENCE - $450,000

Building currently charges a fee of $17,100 for the plan check and inspection of a 2,500 sq. ft. new residential single-family home valued at $450,000. Through this study, the project team calculated the full cost of this service to be $9,492. The following graph shows how the County of Monterey's current fee and full cost compare to the surveyed jurisdictions.

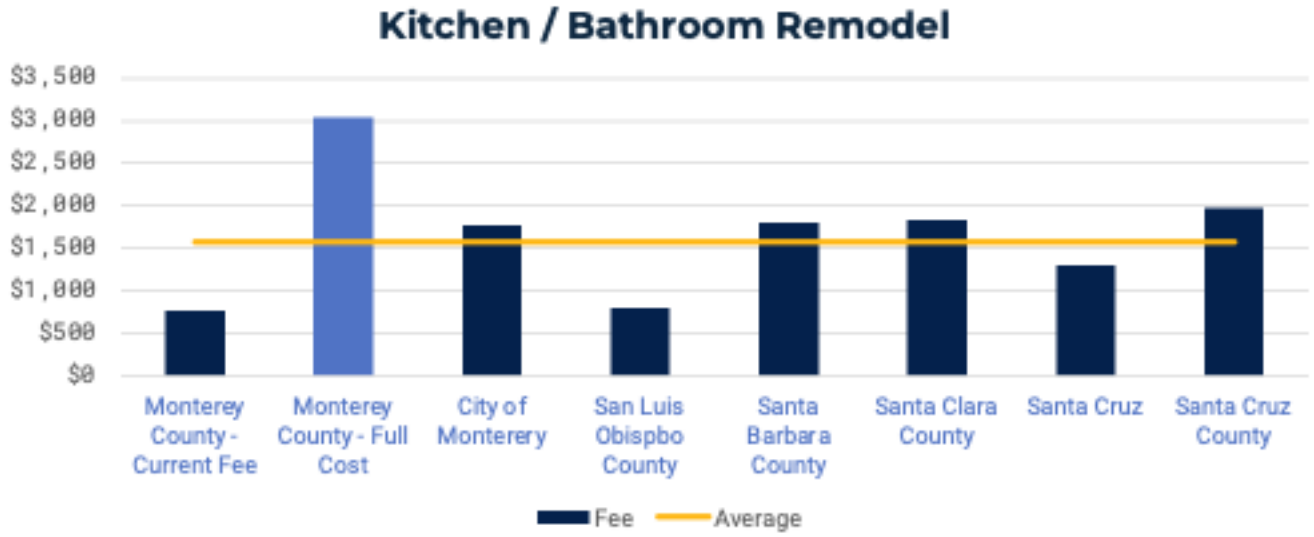


The County of Monterey's current fee is above the jurisdictional average of $10,989 and is most comparable to the City of Monterey's fee of $16,890. The full cost is below average and is most

comparable to Santa Barbara County's fee of $10,115. Santa Cruz charges the lowest for this review at $4,759.

6 KITCHEN / BATHROOM REMODEL (NO STRUCTURAL)- $20,000 VALUATION

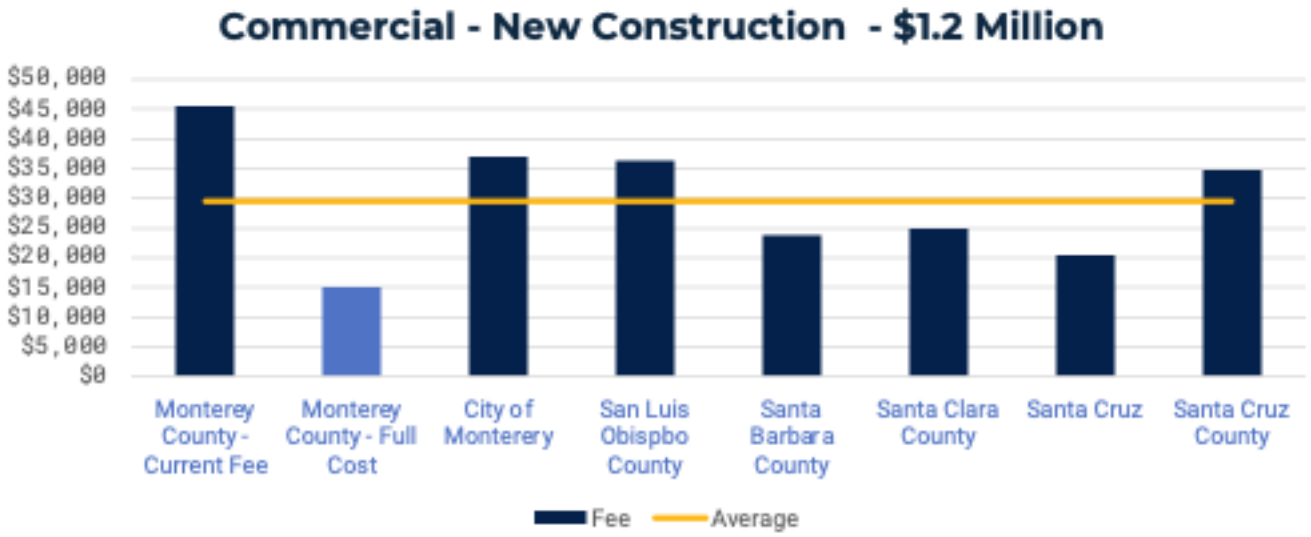
Building currently charges a fee of $760 for the plan review and inspection of a non-structural kitchen or bathroom remodel valued at $20,000. Through this study, the project team calculated the full cost of this service to be $3,046. The following graph shows how County of Monterey's current fee and full cost compare to the surveyed jurisdictions.



The County of Monterey's current fee is below the jurisdictional average of $1,576; it is most similar to San Luis Obispo County's fee of $796. The full cost calculated is higher than any surveyed jurisdiction. Santa Cruz County has the highest fee surveyed at $1,980. Santa Barbara County's fee is based on the square footage of the project, and San Luis Obispo County has a flat fee for residential remodels. The other fees are based on project valuation.

7 NEW COMMERCIAL/INDUSTRIAL – 10,000 SQ. FT., $1.2 MILLION

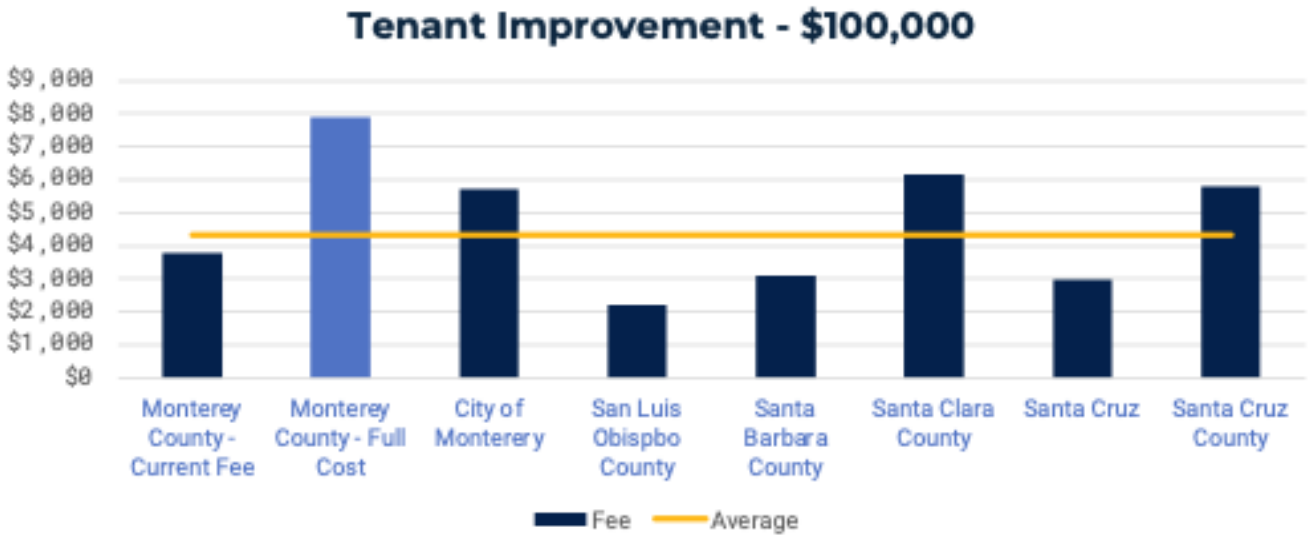
Building currently charges a fee of $45,600 for the plan review and inspection of a 10,000 square foot new commercial construction project valued at $1.2 million. Through this study, the project team calculated the full cost of this service to be $15,007. The following graph shows how County of Monterey's current fee and full cost compare to the surveyed jurisdictions.



The County of Monterey's current fee is the highest of the surveyed jurisdictions and falls above the jurisdictional average of $29,564. The full cost is below average and closest to Santa Cruz County's fee at $20,451. San Luis Obispo County and Santa Barbara County charge their fees based on occupancy type and square footage; all other jurisdictions charge based on valuation.

8 COMMERCIAL TENANT IMPROVEMENT - $100,000 VALUATION

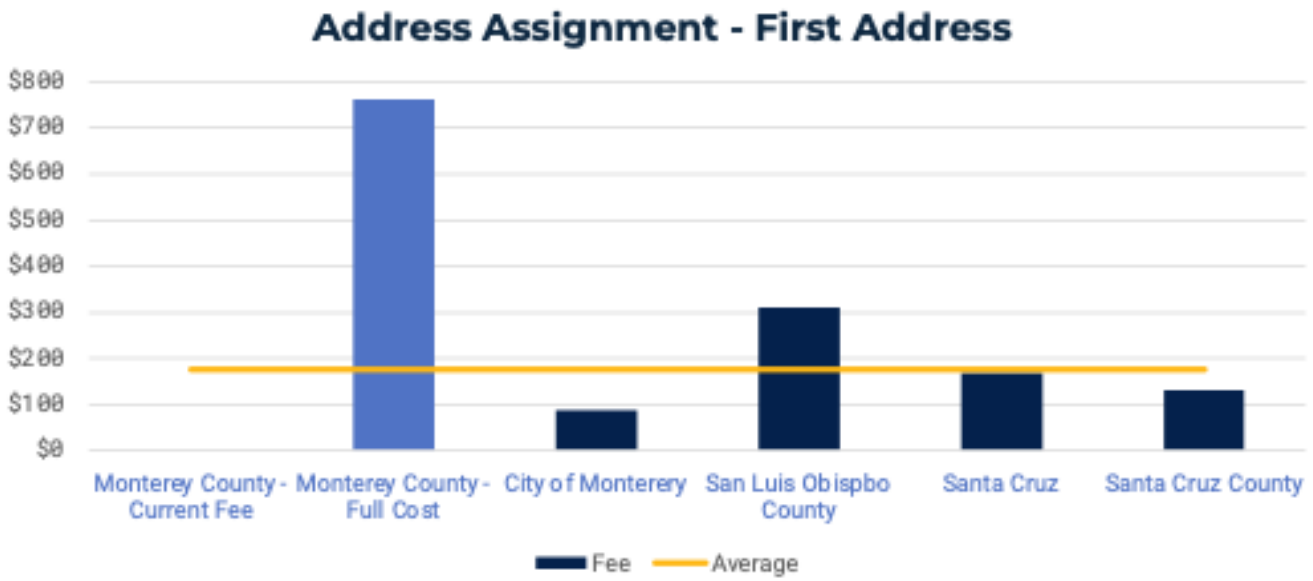
Building currently charges a fee of $3,800 for a 1,000 square foot commercial tenant improvement valued at $100,000. Through this study, the project team calculated the full cost of this service to be $7,878. The following graph shows how County of Monterey's current fee and full cost compare to the surveyed jurisdictions.



Building's current fee is below the jurisdictional average of $4,320 and is most comparable to Santa Barbara County's fee oof $3,102. The County of Monterey's full cost is the highest among the surveyed jurisdictions; it is closest to Santa Clara County's fee of $6,157. San Luis Obispo County and Santa Barbara County charge their fees based on occupancy type and square footage; all other jurisdictions charge based on valuation

9 ADDRESS ASSIGNMENT - FIRST ADDRESS

For the first address assignment, Monterey County's Planning Division currently charges $0. Through this study, the project team calculated the full cost of this service to be $761. The following graph shows how County of Monterey's current fee and full cost compare to the surveyed jurisdictions.

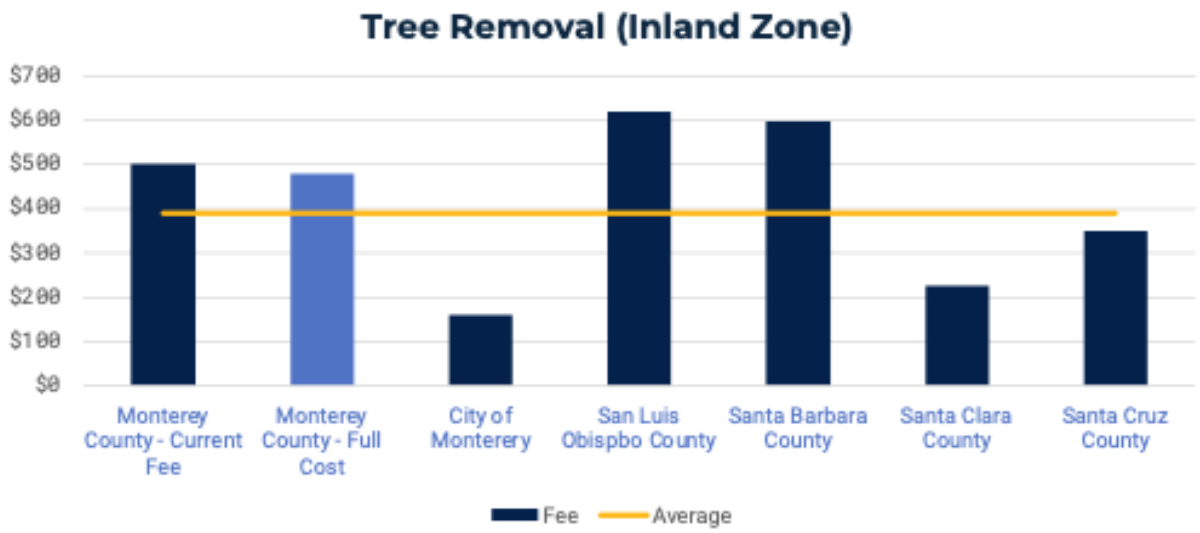


The County of Monterey currently chooses to offer this service for free. The County's full cost of providing addressing services is higher than the fees charged by all surveyed jurisdictions and above the jurisdictional average of $175. The City of Monterey charges the least among the surveyed jurisdictions at $88, while San Luis Obispo charges the most at $311. It is important to note, however, that the City of Santa Cruz and Santa Cruz County charge their fees on an hourly basis; as such, they may recover additional costs if additional time is required for processing.

10 TREE REMOVAL (INLAND ZONE)

For an inland zone tree removal permit, the County of Monterey's Planning Division currently charges $500. Through this study, the project team calculated the full cost of this service to be $479. The

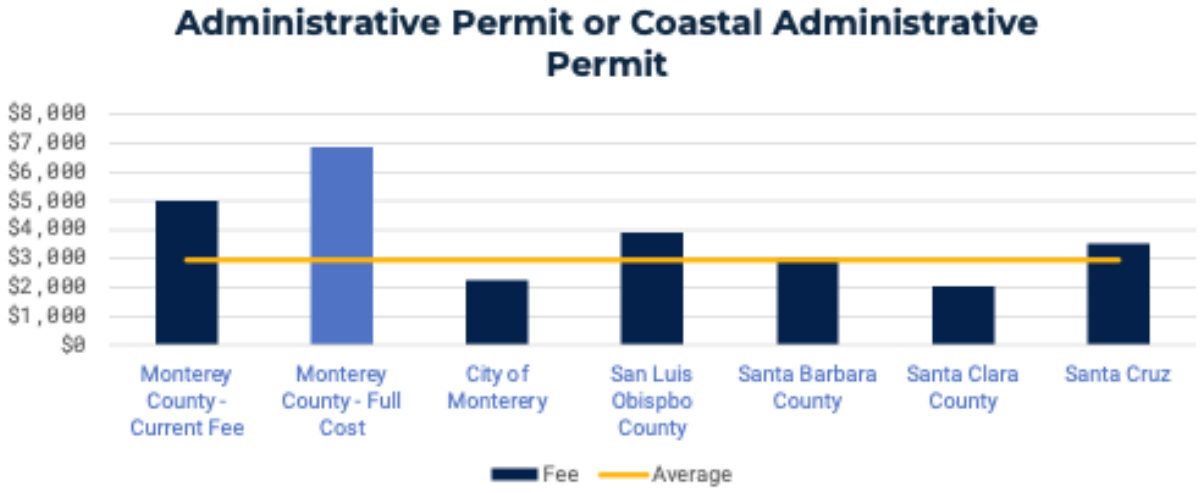
following graph shows how County of Monterey's current fee and full cost compare to the surveyed jurisdictions.



Planning's current fee and full cost are above the jurisdictional average of $390; both fall between Santa Cruz County's fee ($349) and Santa Barbara County's fee ($596). San Luis Obispo County charges the highest for this service at $619.

11 ADMINISTRATIVE PERMIT OR COASTAL ADMINISTRATIVE PERMIT (GENERAL)

Planning currently charges a fee of $5,000 for an Administrative Permit or Coastal Administrative Permit. Through this study, the project team calculated the full cost of this service to be $6,861. The following graph shows how County of Monterey's current fee and full cost compare to the surveyed jurisdictions.

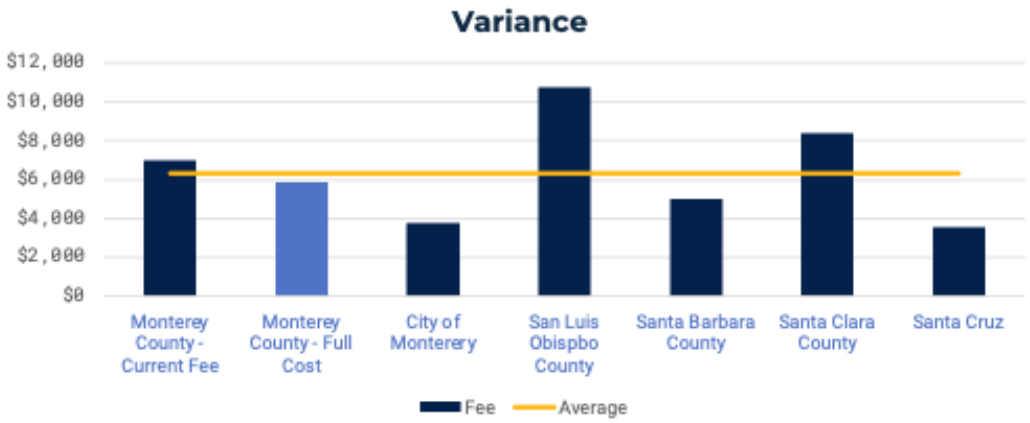


The current fee is most comparable to San Luis Obispo County's fee of $5,987 and is above the jurisdictional average of $2,944. The County of Monterey's full cost is above average and is not

comparable to the other jurisdictions' fees. Santa Barbara County, however, charges this fee as a deposit; as such, they will recover actual costs that may be higher or lower than the fee listed here.

12 VARIANCE

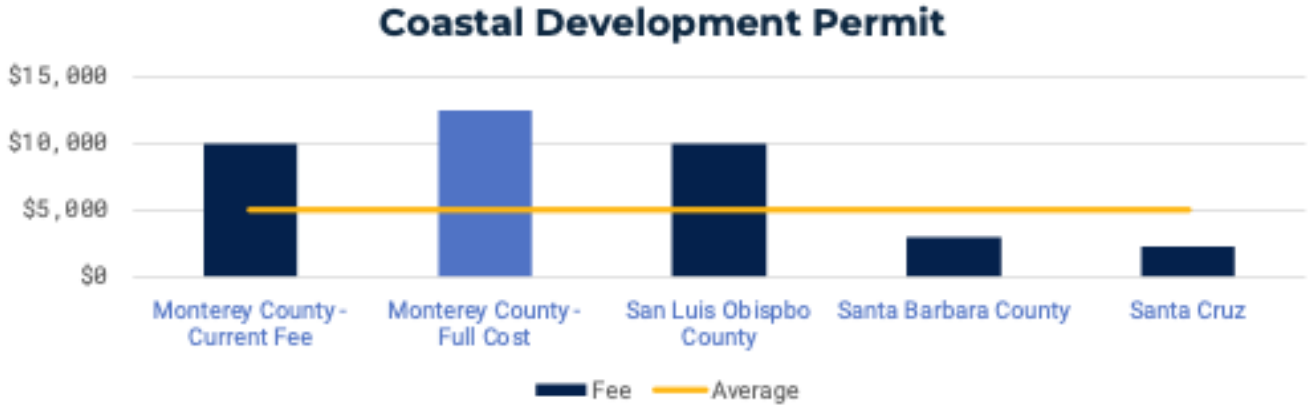
Planning currently charges a fee of $7,000 for a variance. Through this study, the project team calculated the full cost of this service to be $5,877. The following graph shows how County of Monterey's current fee and full cost compare to the surveyed jurisdictions.



Planning's current fee is above the jurisdictional average of $6,304; it falls between Santa Barbara County's fee of $5,000 and Santa Clara County's fee of $8,414. The County of Monterey's full cost is below average and most comparable to Santa Barbara County's fee. Santa Barbara County and Santa Clara County charge this fee as a deposit, which means they may recover more or less than is represented here depending on the scope of the project.

13 COASTAL DEVELOPMENT PERMIT

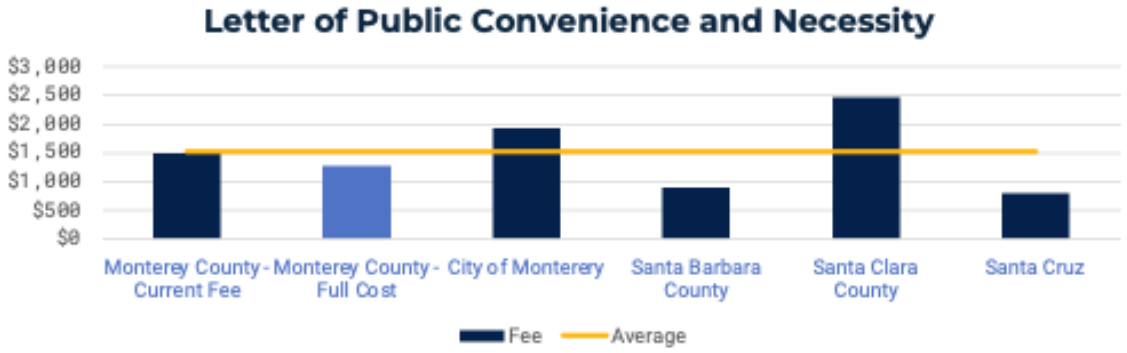
Planning currently charges a fee of $10,000 for a Coastal Development Permit. Through this study, the project team calculated the full cost of this service to be $12,513. The following graph shows how County of Monterey's current fee and full cost compare to the surveyed jurisdictions.



The County of Monterey's current fee and full cost are both above the jurisdictional average of $5,102 and are most comparable to San Luis Obispo County's fee ($9,962). Santa Barbara County charges this fee as a deposit; as such, the total cost of the permit may be more or less than is reflected here.

14 LETTER OF PUBLIC CONVENIENCE AND NECESSITY

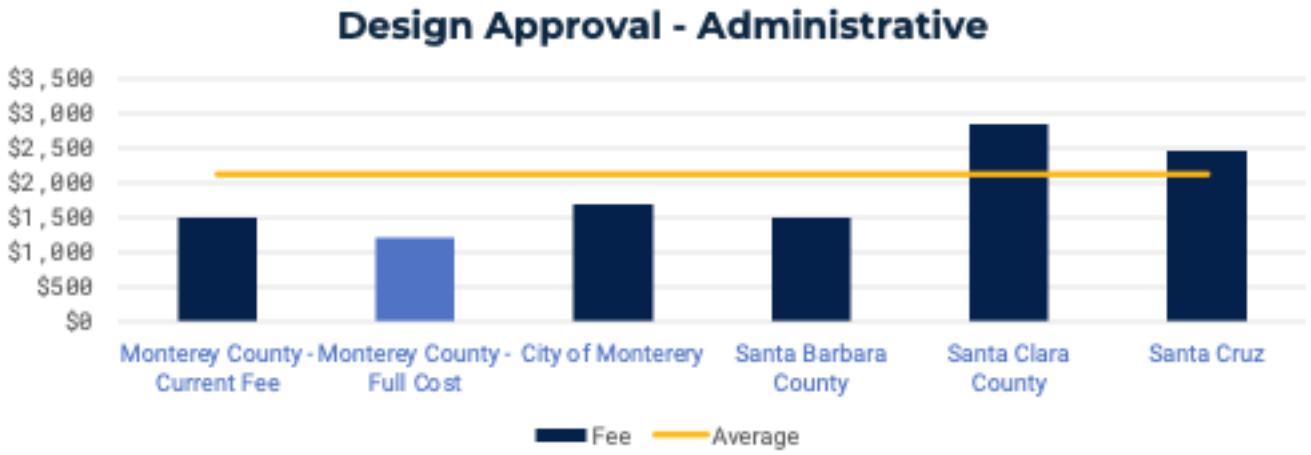
Planning currently charges a fee of $1,500 for a Letter of Public Convenience and Necessity. Through this study, the project team calculated the full cost of this service to be $1,278. The following graph shows how County of Monterey's current fee and full cost compare to the surveyed jurisdictions.



The County of Monterey's current fee is near the jurisdictional average of $1,525. It is most similar to the City of Monterey's fee ($1,931). The full cost is below average and falls between Santa Barbara County's fee ($894) and the City of Monterey's fee. Santa Cruz County and the City of Santa Cruz both charge this fee as on a deposit basis.

15 DESIGN APPROVAL - ADMINISTRATIVE

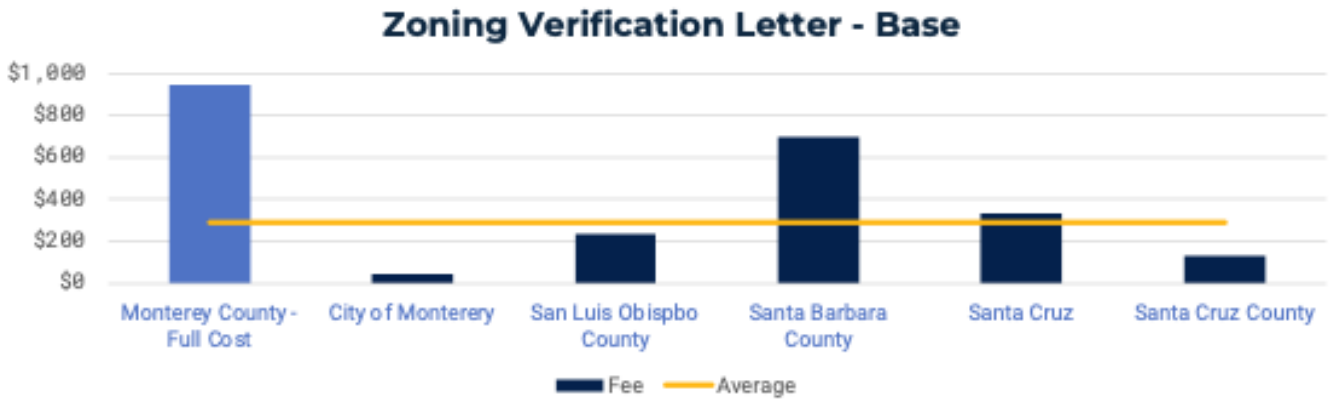
Planning currently charges a fee of $1,500 for an administrative design approval. Through this study, the project team calculated the full cost of this service to be $1,218. The following graph shows how County of Monterey's current fee and full cost compare to the surveyed jurisdictions.



The County of Monterey's current fee and full cost are both below the jurisdictional average of $2,131 and are both most comparable to Santa Barbara County's fee ($1,500). Santa Barbara County and Santa Clara County both charge this fee as a deposit, however, which means that they will recover actual costs.

16 ZONING VERIFICATION LETTER - BASE

The County of Monterey has proposed a new fee for Zoning Verification Letter. This fee is composed of a base fee plus an hourly rate for any additional time needed. Through this study, the project team calculated the full cost of the base service to be $945. The following graph shows how County of Monterey's full cost compares to the surveyed jurisdictions.



The County of Monterey's calculated full cost is above the jurisdictional average of $287 and is most similar to Santa Barbara County's fee ($695). Santa Cruz County charges this fee as a minimum of one hour but also includes costs for additional time in 15-minute increments above the base amount. The other surveyed jurisdictions charge this as flat fee.

SUMMARY

For the included fees, County of Monterey generally has current fees that are below the fees charged by the surveyed jurisdictions. The full cost of providing these services is generally above the jurisdictional average. The Department's current fees are generally most similar to the City of Monterey's fees and Santa Barbara County's fees, while the full cost tends to be most comparable to Santa Barbara County and Santa Clara County. It is important to note that the results of this survey only show the fees adopted by the governing board, not the cost recovery policy decisions for departments or a jurisdiction. As such, the results of this survey should be used as a secondary decision-making tool.

Attachment C

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DETAILED DISCUSSION:
Matrix Consulting Group conducted an in-depth analysis of the services provided by Planning Services and Building Services activities within the HCD department. This analysis was used to provide understanding of HCD's current service levels and the cost for those services. Integral to the analysis were the interviews with all staff involved in the permit process to determine the time spent per activity. Then all associated direct, and indirect costs were calculated and included to reach the fully burdened cost of providing services. The Matrix study can be found in Attachment B.

The results of the Matrix study revealed that overall HCD is under-recovering costs by approximately $2.5 million; Building Services' deficit was approximately $1.7 million, and Planning Services had a deficit of approximately $830,000. The proposed revisions that follow to both Building Services and Planning Services fee articles will bring HCD's revenue closer to 100% cost recovery. The recommended fee changes are estimated to produce an increase in revenue of approximately $834,000 for Planning Services and $1.7M for Building Services. HCD is recommending reductions for several fee items across both service areas that would result in lowering the estimated net increase in revenue to approximately $1.3M.

Proposed Revisions to Article IX – Land Use
Once the fees were calibrated to reflect the actual cost to provide each service, including direct, indirect, and overhead costs identified in the Study, it was clear that an alphabetized structure would be more appropriate. The fee article is now reorganized alphabetically by service category and descriptor. This approach emphasizes clarity, consistency, and ease of reference for stakeholders. The new alphabetical organization improves searchability when locating specific services and aligns more easily with the Land Use Fee Matrix. In addition to altering the overall structure, the following changes were made.

Additional fee items added:
- Address Verification
- Address Reassignment
- Tree Removal – Use Permit/Coastal Development Permit
- Development Agreement – Extension
- Historic Register Listing
- Local Coastal Program Amendment
- Zoning Verification Letter – Base
- Zoning Verification Letter – Each Addl. Hour

Fee items deleted from HCD's fees (but other departments may have fees for such matters):
- Design Approval limited in scope, no hearing required, no other departmental review required, minor change to existing structure, no addition
- Change of Commercial or Industrial Use
- Oak Woodland Guidelines Consistency Certification
- Commercial Cannabis Business Permit – Initial
- Commercial Cannabis Business Permit – Renewal
- Personal Cannabis Permit

- Record of Survey
- General Plan Update and Implementation fee

Consolidation of fee items:

Current	Proposed
Appeal Coastal	Appeal Coastal/Inland
Appeal Inland	
Lot Line Adjustment (General)	Lot Line Adjustment or Merger (Coastal or Williamson Act) & Lot Line Adjustment or Merger (Inland)
Lot Line Adjustment (Williamson Act)	
Voluntary Merger	
Condition Compliance/Mitigation Monitoring-Tier 2	Condition Compliance - Mitigation Monitoring (Per MM) & Condition Compliance (Per Cond - First Three Conditions Included in Cost of Entitlement)
Condition Compliance/Mitigation Monitoring-Tier 3	
Condition Compliance/Mitigation Monitoring-Tier 4	
Condition Compliance/Mitigation Monitoring-Tier 5	
Condition Compliance/Mitigation Monitoring-Tier 6	

Division of fee items:

Current	Proposed
Subdivision – Minor or Standard - Tentative / Vesting Tentative Map Application - Tentative / Vesting Tentative Map Amendment - Tentative / Vesting Tentative Map Extension (Deposit)	Subdivision - Minor - Tentative/Vesting Tentative Map Application (Flat Fee)
	Subdivision - Minor - Tentative/Vesting Tentative Map Amendment (Flat Fee)
	Subdivision - Minor - Tentative/Vesting Tentative Map Extension (Flat Fee)
	Subdivision - Minor - Subdivision Improvement Agreement/Extension (Flat Fee)
	Subdivision - Minor or Standard – Final Map/Amend Final Map (Deposit)
	Subdivision - Standard - Tentative / Vesting Tentative Map Application (Deposit)
	Subdivision - Standard - Tentative / Vesting Tentative Map Amendment (Deposit)
	Subdivision - Standard - Tentative / Vesting Tentative Map Extension (Deposit)
	Subdivision - Standard - Subdivision Improvement Agreement/Extension (Deposit)

Changes to footnotes:
Removed as footnote, edited, moved to top of fee article and applied to entire document:

- 1(current): Unless a "deposit" is indicated, the fee is a flat fee based on the estimated reasonable cost, averaged across all applications, for processing the permit/entitlement/activity. In cases where the scope of an application is modified and/or exceeds the scope originally used to assign the fee and other associated fees, HCD reserves the right to re-assess the appropriate fee to the application and collect associated fees.
- 11(current): Work performed without a permit where a permit is required is subject to Code Enforcement Investigation and Compliance Support based on hourly rates, plus double the permit fee.

Deleted as no longer relevant:

- 6(current): This fee shall not apply to an application for the first Building Permit following approval of a discretionary planning entitlement, except Design Approvals.
- 7(current): General Plan Update and Implementation fee of 10% is applied to the total permit fee assessed toward an application and is required for all permits covered under this article except for: Application Requests; Appeals; Appeals of Director's Interpretation; and Appeals of Fee Determinations.
- 12(current): A portion of the fee (50%, $1,650) collected for a parcel legality determination may be credited toward a request for Certificate of Compliance (Conditional $7,700 or Unconditional$3,300) for the same lot that was the subject of the parcel legality determination.

Additions:

- 6(proposed): Certificate of Compliance (COC) requests not required by a condition of approval will not be processed until a Parcel Legality Status Determination demonstrating COC eligibility is obtained. Parcel Legality Status Determination fees are invoiced separately from the Certificate of Compliance fees. Condition Compliance fees cover the processing of COCs required by conditions of approval.
- 10(proposed): When the construction of a principally permitted use in a zoning district necessitates an entitlement for a Coastal Development Permit due to proximity to a resource (e.g. 100 feet of ESHA or 750 of known archaeological resources), but evidence provided with an application demonstrates that development will not directly impact a resource, the fee for a Coastal Development Permit shall apply rather than a Combined Development Permit fee. Should tree removal also be required, the Coastal Development Permit - Tree Removal fee shall be additive.
- 11(proposed). Any person desiring to develop property, which under the terms of Monterey County Code requires more than one discretionary permit, may apply for a Combined Development Permit. The Director of Housing and Community Development or Chief of Planning may elect to charge fees based on specific entitlements that are consolidated in the Combined Development Permit. Instances where alternative fees may be applied include, by way of example and without limitation, applications for multiple

Administrative/Coastal Administrative Permits, which may be charged a single Administrative Permit fee; or an Administrative/Coastal Administrative Permit combined with a Use Permit/Coastal Development Permit due to proximity to resources, in which case a single Use Permit/Coastal Development Permit fee may be charged.

The above changes were made to the footnotes then renumbered appropriately.

The current land use fees (Article IX) can be found in Attachment D and the proposed land use fees can be found in Attachment A, Exhibit 1. The modifications are also provided in a comparison format viewable on the HCD website. Links are available in Attachment H.

Proposed Revisions to Article XIX – Building Services

Currently the building permit fee in Article XIX - Building Services is based on a standardized method of calculating fees using the International Code Council (ICC) Building Valuation Data (BVD) Table and ICC Permit Fee Multiplier calculated by multiplying the total budget by the anticipated cost recovery, then dividing by the total valuation. While this method is standardized it produces fees that can be too generalized. HCD proposes adopting the suggested method from the fee study report where the multiplier is derived from the time estimated for HCD staff to complete the work depending on the size of the project rather than the currently used ICC multiplier. The ICC BVD table will continue to be utilized to determine overall project valuation. Adopting the proposed changes is expected to increase revenue by approximately $1.7M.

Changes identified for incorporation into this update of Article XIX for include the following:
Additions:

- Adopt the suggested method from the fee study report for calculating the building inspection and plan review fees for Single Family Residential projects including new construction, remodels and additions.
- Adopt the suggested method from the fee study report for calculating the building inspection and plan review fees for Commercial, Multi-Family Residential, and Industrial projects including new construction, remodels, additions & tenant improvements.
- Re-Review fee
- Grading permit Per Cubic Yard table
- SolarAPP+ flat fee
- Encroachment Base + Fees – Tree Installation
- Misc. Encroachment Fees – Complex Tents
- General Plan Update and Implementation Fee was renamed the General Plan Management Fee and modified to be applied only to building permits that have a related planning permit
- Many new flat fees were determined including the following:
    - Walls/Fences (Base + per Addl 50 linear feet)
    - Retaining Walls (Base + per Addl 50 linear feet)
    - Swimming Pools & Spas
    - Bathroom/Kitchen Remodels (non-structural)
    - Window/Door/Skylight Replacement
    - Window/Door/Skylight Installation
    - Demolition
    - Residential Reroof
    - Residential Siding
    - Residential Patio/Carport
    - Residential Deck/Balcony
    - More (found in attached proposed fee article)

The proposed Building fees (Article XIX) can be found in Attachment A, Exhibit 3 and the current fee article in Attachment F. The modifications are also provided in a comparison format viewable on the HCD website. Links are available in Attachment H.

Proposed Revisions to Percentage-Based Fees in Article IX and Article XIX

General Plan Update and Implementation, technology fees and file storage and scanning fees are added as a percentage of the permit fee for both building permits and planning permits.
The fee study report suggests that HCD rename the General Plan Update and Implementation fee to the General Plan Management fee (GPM) and only charge the GPM fee during the building permit phase. This will ensure development projects that progress to the building phase and make enough of an impact to require the need for an update to the Zoning Code, or the General Plan bears its fair share of the costs, without burdening smaller, less impactful projects.

The technology fee offsets actual costs to support the permitting systems, staff time for managing the systems, acquiring the system, mobile devices used for permitting, etc. Per the fee study report, staff proposes combining the technology fee and the document storage and scanning fee. The combined current "tech" and "doc" fees would be 9.42%. Adjusting for increased costs for both technology and document storage and scanning would increase the combined fee to 13%.

Proposed Reduced Fees

HCD proposes the fee items shown below be reduced to below cost recovery as they provide public benefit or an incentive. Most of the proposed fee reductions are carried forward to align with current practices, such as providing first address assignments at no charge and additional addresses at a reduced cost of $90, preparing floodplain determinations, and reducing the fee amounts for solar project installations to be in alignment with surrounding jurisdictions. New fee reductions are proposed with this revision of the fee article including plan review fees for construction of ADUs and Junior ADUs and encroachment permits for removal and trimming trees in the right-of-way at no cost. The proposed fee and approximate lost revenue of the proposed reductions are provided with each fee item. The total estimated lost revenue of the proposed fee reductions is $1,183,400. Decreasing Matrix's projected increase to revenue for HCD of $2.5M by the estimated lost revenue of $1.2M due to these reductions yields an estimated increase in projected revenue of $1.3M annually for HCD.

Service Area	Projected Revenue Increase	Proposed Fee Reductions	Net Projected Revenue
Planning Services	$ 834,370	$ 259,980	$ 574,390
Building Services	$ 1,679,482	$ 923,420	$ 756,062
		Total	**$ 1,330,452**

Proposed Fee Reductions: Planning Services				
Fee Item	Current Fee	Cost	Proposed Reduced Fee	Est Reduction in Revenue
Address - Address Verification	$0	$761	$0	$30,440
Address - Each Additional Address	$90	$761	$90	$26,840
Address - First Address Assignment	$0	$761	$0	$38,050
Floodplain Determination	$0	$1,405	$0	$42,150
Hazardous Vegetation/Fuel Management Plan Review	$0	$106	$0	$10,600
Tree Removal - Hazard	$0	$373	$0	$111,900
			Total	$259,980

Proposed Fee Reductions: Building Services				
Fee Item	Current Fee	Cost	Proposed Reduced Fee	Est Reduction in Revenue
Building Plan Check - ADU & JADU	n/a	65% of Insp Fee	32.5% of Insp Fee	$204,513
Residential Misc. (Gas/Water/Sewer Line or Fixture) Replacement	$195	$663	$332	$182,050
Residential & Commercial Solar	Variable	Variable	Variable	$512,897
Encroachment – General Encroachment – Tree removal & trimming	n/a	$559	$0	$23,960
			Total	$923,420
			Combined Total	**$1,183,400**

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Attachment D

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ARTICLE IX – Land Use
Housing & Community Development Fee Schedule
(Per Resolution No. 24-300, adopted August 27, 2024 by the Monterey County Board of Supervisors)

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

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

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

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

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

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

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

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

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

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

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

$92.50	Commercial Cannabis Business Permit - Renewal
$175	Condition Compliance / Mitigation Monitoring – Tier 2 9,10,13
$350	Condition Compliance / Mitigation Monitoring – Tier 3 9,10,13
$1,050	Condition Compliance / Mitigation Monitoring – Tier 4 9,10,13
$700	Condition Compliance / Mitigation Monitoring – Tier 5 9,10,13
$2,100	Condition Compliance / Mitigation Monitoring – Tier 6 9,10,13
$182	Monterey Peninsula Water Management District Allocation Tracking
$170	Personal Cannabis Permit
$100	Record of Survey (Each Additional Sheet)
$300	Record of Survey (First Sheet)
15%	Contract Administration (New contracts and amendments)
$965	Vacation Rental Operation License

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

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

	Additional Fees
2.25%	Credit Card Convenience Fee (subject to adjustments)

10%	General Plan Update and Implementation Fee (Included in Tier Pricing Schedule unless noted otherwise [7])
1.93%	Storage and Electronic Conversion of Files Fee (File Storage Fee)
7.49%	Technology Fee

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

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

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

Footnotes

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

2) For certain applications, a "deposit" is indicated because the cost of processing varies widely depending on the application. Where a "deposit" is indicated, the fee will be based on actual hours, measured by actual time spent on an application in quarter-hour (.25) increments. Applicant is required to pay the deposit, which is initially established based on an estimated minimum set of hours multiplied by the applicable billable rates. If during the processing of applications County staff determines that the deposit is insufficient to cover actual processing time, the applicant will be asked to increase the deposit amount based on a revised estimate provided by the County. The revised estimate will be calculated based on the established billable rate(s) multiplied by actual hours expended. Should the instance arise where the deposit is insufficient to cover the actual cost of the actual processing time, the applicant will be billed to cover the outstanding amount. All outstanding amounts must be paid prior to the County finalizing the application. On deposit applications, the applicant and Director of Housing and Community Development may elect, on a case-by-case basis, to agree to a different deposit amount based on the estimated cost of processing a specific application. Invoices shall be provided to the applicant on a frequency dependent upon the application's progress. The fee will be calculated based on the number of hours expended by County staff multiplied by the applicable billable rate noted in the fee article. Consultants and other expenses shall be reimbursed based on actual costs incurred.

3) In the coastal zone, the appeal fee applies only to appeals of permits that are not appealable to the California Coastal Commission such as Administrative Permits, Design Approvals, Variances, and Tree Removal Permits in certain coastal areas. The appeal fee applicable to such permits would be subject to the same appeal fee listed in the appeal item for inland projects. The appeal fee does not apply to appeals of Coastal Development Permits that are appealable to the Coastal Commission. No fee is charged for postage & handling.

4) "Extraordinary development applications" are those applications that require staff time well beyond a typical application, as determined by the Director of Housing and Community Development or Chief of Planning. These applications may include, by way of example and without limitation, applications for large-scale development involving multiple discretionary entitlements, significant technical review by other land use agencies, and/or an anticipated lengthy time frame for processing because of scope and complexity. Consistent with these criteria, any project requiring the preparation of an Environmental Impact Report shall qualify as an extraordinary development application. The applicant shall be responsible for paying the associated staff hours multiplied by the applicable billable rate noted in the fee article, as well as any other costs incurred, including consultant costs.

5) Fees collected for application appointments and Development Review Conferences shall be credited against any subsequent discretionary permit, except design approval, provided the discretionary permit application is made within 12 months of the application appointment.

6) This fee shall not apply to an application for the first Building Permit following approval of a discretionary planning entitlement, except Design Approvals.

7) General Plan Update and Implementation fee of 10% is applied to the total permit fee assessed toward an application and is required for all permits covered under this article except for: Application Requests; Appeals; Appeals of Director's Interpretation; and Appeals of Fee Determinations.

8) Hazard Tree Removal - *No Fee* applies when a tree is deemed hazardous by a professional licensed arborist or tree trimmer/remover.

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

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Attachment E

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ARTICLE XVII
COUNTY COUNSEL FEES

(Authorized per the following resolutions adopted by the Monterey County Board of Supervisors: Resolution No. 08-132, adopted April 22, 2008; Resolution No. 13-143, adopted May 7, 2013; Resolution No. 14-0421, adopted February 25, 2014; Resolution No. 15-075 adopted March 24, 2015; Resolution No. 16-250, adopted September 27, 2016; Resolution No. 19-318, adopted September 17, 2019; Resolution No. 21-132, adopted May 11, 2021; and Resolution No. ~~_____~~25-020, adopted ~~_____~~.February 4, 2025; and Resolution No. ____, adopted ____, 2026.)

SECTION 1. LAND USE FEES.

A. Fees for Processing Various Land Use Permits Established in Monterey County Code, Title 20 (Coastal Implementation Plan) and Title 21 (Non-coastal Zoning Ordinance) and Related Planning Services (Government Code §§ 65104, 65909.5, 66014)

DESCRIPTION	AMOUNT[1]	UNIT/TIME
Administrative Permit (Inland) —General		
~~1.~~ Application fee	$~~194~~204	Each permit
~~2. Condition Compliance fee~~	~~$130~~	
Appeal, inland permits and coastal permits if not appealable to Coastal Commission[2]	$~~324~~340	Each appeal

[1] The County Counsel flat fees are based on an hourly rate of $~~324~~340.00, representing the fully burdened labor rate for the Deputy County Counsel IV, Step 7 job classification as of July 1, 202~~4~~5. Unless a "deposit" or "hourly" rate is indicated, the application fee is a fixed, one-time fee based on the estimated reasonable cost, averaged across all applications, of processing the permit/entitlement for which the fee is charged. On matters for which a deposit is required, fees will be based on actual time multiplied by the hourly top step fully burdened labor rate of the individual providing the service; applicant is required to pay the indicated deposit and will be billed subsequently if the deposit is insufficient to cover actual processing time. On deposit matters, applicant and County Counsel may elect, on a case-by-case basis, to agree to a different deposit amount based on the estimated actual cost of processing a specific application. County Counsel time providing advice to the Board of Supervisors and Planning Commission or prosecuting or defending litigation is not incorporated into the fee calculations.

Where indicated in this Article, ~~fees have been separated into an application fee and a~~ the application fee is separate from condition compliance and mitigation monitoring fees. ~~Fees for condition compliance and mitigation monitoring are set forth separately in this Article. The condition compliance fee shall be collected after approval of the discretionary entitlement for the project. For projects with conditions of approval or mitigation measures, projects approved after the effective date of this Article shall be subject to the condition compliance fees set forth in this Article. Projects approved prior to the effective date of this Article shall be subject to the condition compliance and mitigation monitoring fees set forth in the County Fee Resolution that was in effect on the project approval date. The condition compliance fee is based on the estimated reasonable cost of legal review of documents submitted by the applicant to comply with conditions of approval, including compliance with mitigation measures as applicable, and varies based on the complexity of the permit type~~.

[2] The appeal fee applies to appeals of decisions on project applications in the non-coastal areas of the County. In the coastal zone, the appeal fee applies only to appeals of permits that are not appealable to the California Coastal Commission such as most Administrative Permits, Design Approvals, Variances, and Use Permits for Tree Removal in certain coastal areas. County Counsel's appeal fee is based on the estimated reasonable cost of addressing procedural issues on appeal and does not cover time spent on substantive review, which sets the fee substantially lower than

Appeal of Director's Interpretation[3]	$~~324~~340	Each appeal
Appeal of Fee Determination[4]	$~~324~~340	Each appeal
Coastal Administrative Permit--General		
~~1.~~ Application fee	$~~194~~204	Each permit
~~2. Condition compliance fee~~	~~$130~~	
Coastal Development Permit		
~~1.~~ Application fee	$~~1944~~2040	Each permit
~~2. Condition compliance fee~~	~~$324~~	
Coastal Implementation Plan amendment (applicant initiated)	$~~3240~~3400	Per application
Combined Development Permit		
~~1.~~ Application fee	$~~1944~~2040	Each permit
~~2. Condition compliance fee~~	~~$324~~	
Condition compliance fee[5]	$170	Per permit with more than 3 conditions
Design Approval – Limited in Scope (administrative; no hearing)		Each DA
~~1.~~ Application fee	$~~64~~85	
~~2. Condition compliance fee~~	~~$64~~	
Design Approval Requiring Public Hearing		Each DA
~~1.~~ Application Fee	$~~324~~340	
~~2. Condition compliance fee~~	~~$130~~	
Development Agreement	hourly	Deposit ($~~324~~3400)
Director's Interpretation	$~~648~~690	Each

actual cost. The appeal fee is subsidized by the County General Fund.

[3] This appeal fee applies to appeals of the HCD Director's interpretations of the zoning or subdivision ordinance, regardless of planning area. County Counsel's appeal fee is based on the estimated reasonable cost of addressing procedural issues on appeal and does not cover time spent on substantive review, which sets the fee substantially lower than actual cost. The appeal fee is subsidized by the County General Fund.

[4] This appeal fee is based is based on the estimated reasonable cost of addressing procedural issues on appeal and does not cover time spent on substantive review, which sets the fee substantially lower than actual cost. The appeal fee is subsidized by the County General Fund.

[5] The condition compliance fee shall be collected after approval of the discretionary entitlement for the project. The condition compliance fee is a flat fee assessed per permit. The fee is based on the estimated minimum reasonable cost, averaged across all land use permit approvals, of legal review of documents associated with compliance with conditions of approval. A separate mitigation monitoring fee is applicable to projects with mitigation measures and is in addition to the condition compliance fee. For projects with conditions of approval, projects approved after the effective date of this Article shall be subject to the condition compliance fees set forth in this Article. Projects approved prior to the effective date of this Article shall be subject to the condition compliance fees set forth in the County Fee Resolution that was in effect on the project approval date.

Emergency Permit		Each permit
~~1.~~ Application fee	$~~194~~204	
~~2. Condition compliance fee~~	~~$130~~	
Extraordinary Development Application[6]		
~~1.~~ Application fee	$~~324~~03400	Per application
~~2. Condition compliance fee~~	~~$648~~	
General Development Plan		
~~1.~~ Application fee	$~~324~~340	Each
~~2. Condition compliance fee~~	~~$324~~	
General ~~/Land Use~~ Plan Amendment/ Coastal Land Use Plan Amendment (applicant initiated)	$~~3888~~4080	Per application
Permit --Minor Amendment (inland permit; no public hearing)		
~~1.~~ Application fee	$~~324~~340	Each
~~2. Condition compliance fee~~	~~$130~~	
Permit--Minor and Trivial Amendment (coastal permit; no public hearing)		
~~1.~~ Application fee	$~~324~~340	Each
~~2. Condition compliance fee~~	~~$130~~	
Rezoning or Code Text Amendment (applicant initiated)	$~~324~~03400	Per application
Scenic Easement Amendment	$~~648~~680	Each
Specific Plan (applicant initiated)	$~~3888~~4080	Each
Specific Plan Amendment (applicant initiated)	$~~3888~~4080	Each
Specific Plan Conformance Determination (Director's approval or hearing required)	$~~972~~1020	Each
Use Permit – General		
~~1.~~ Application fee	$~~648~~680	Each permit
~~2. Condition compliance fee~~	~~$194~~	
Use Permit -- oil and gas		
1. Application fee	$~~1620~~1700	Each permit
~~2. Condition compliance fee~~	~~$324~~	

[6] "Extraordinary Development Applications" are those applications which will require staff time well beyond the typical application, as determined by the Director of Housing and Community Development or Chief of Planning. These applications may include, by way of example and without limitation, applications for large scale development involving multiple discretionary entitlements, significant technical review by other land use agencies, and an anticipated lengthy time frame for processing because of their scope and complexity. Consistent with these criteria, any project requiring the preparation of an EIR shall qualify as an Extraordinary Development Application. The amount paid to the County is for staff costs separate from the cost of consultants. The County may utilize a consultant, whose expenses shall be fully funded by the project applicant.

Use Permit Amendment, Renewal, or Revision		Each permit
~~1.~~ Application fee	$~~972~~1020	
~~2. Condition compliance fee~~	~~$130~~	
Use Permit Extension	$~~194~~340	Each
Variance	$~~324~~340	Per application
Vested Rights Determination	$~~1944~~2040	Each

B. Various Subdivision Activities as Established in Monterey County Code, Title 19 (Subdivision Ordinance) (Government Code §§ 66499.35, 66451.2)

Certificate of Compliance (Conditional)		
1. request for 1 or 2 lots	$~~1944~~1360	1 - 2 lots
2. each additional lot requested	$~~324~~340	Per each addt'l Lot > 2
Certificate of Compliance (Unconditional)		
1. Request for 1 or 2 lots	$~~1944~~680	1 – 2 lots
2. Each additional lot requested	$~~324~~340	Per each addt'l lot > 2
Certificate of Correction	$~~194~~ 204	Each
Lot Line Adjustment – coastal	$340	Each
Lot Line Adjustment --inland		
~~1.~~ Application fee	$~~194~~204	Each permit
~~2. Condition compliance fee~~	~~$130~~	
Lot Line Adjustment – Williamson Act		
~~1.~~ Application fee	$~~2268~~2380	Each permit
~~2. Condition compliance fee~~	~~$194~~	
Lot Line Adjustment Amendment, Revision, or Extension	$~~324~~340	Each
Parcel Legality Determination[7]		
1. request for 1 or 2 lots	$~~1944~~2720	1 - 2 lots
2. each additional lot requested	$~~324~~340	Per each addt'l Lot > 2
~~Subdivision – Minor~~		~~Per application~~
Subdivision – Minor	$~~1944~~2040	Per application

[7] ~~A portion (50%) of the fee collected for a parcel legality determination may be credited toward a request for a Certificate of Compliance for the same lot that was the subject of the parcel legality determination.~~According to the County Housing and Community Development Department, Certificate of Compliance requests not required by a condition of approval will not be processed until a Parcel Legality Determination demonstrating COC eligibility is obtained. Parcel Legality Determination fees are invoiced separately from the Certificate of Compliance fees.

Tentative/Vesting Tentative Map Application		
Subdivision – Minor Final parcel map ~~condition compliance~~	$~~324~~680	Per final map
Subdivision – Standard Tentative/Vesting Tentative Map Application	$~~6480~~6800	Per application
Subdivision – Standard Final map ~~condition compliance~~	$~~3240~~3400	Per final map (per phase if phased final map)
Subdivision – Minor or Standard— Tentative/Vesting Tentative Map Extension	$~~972~~1020	Each
Subdivision –Amendment of Final or Tentative/Vesting Tentative Map	$~~3240~~3400	Per application for amendment
Subdivision: Subdivision Improvement Agreement	$680	Per agreement

C. Fees for Environmental Review Pursuant to California Environmental Quality Act (Public Resources Code § 21089; Government Code §§ 65104, 65909.5, 66014)

Addendum (tiered from earlier EIR)	$~~648~~680	Each
Environmental Review – Initial Study (ND/MND)	$~~1296~~1360	Each
Environmental Review – Environmental Impact Report	$~~6480~~6800	Each
Environmental Impact Report --Contract and contract amendment administration	$~~648~~680	Each
~~Condition Compliance/~~ Mitigation Monitoring[8]	$340 ~~(refer to condition compliance fee applicable to the specific permit type)~~	Per permit

D. Fees For Miscellaneous Services (reference: Gov't Code §65104 and as noted below)

[8] The fees for compliance review of mitigation measures ~~are the same as the condition compliance fees, as set forth in this Article.~~ shall be collected after approval of the discretionary entitlement for the project. The mitigation monitoring fee is a flat fee assessed on each permit with mitigation measures and is in addition to the condition compliance fee. The flat fee is based on the estimated minimum reasonable cost, averaged across all land use permit approvals, of legal review of documents associated with compliance with mitigation measures. For projects with mitigation measures, projects approved after the effective date of this Article shall be subject to the mitigation monitoring fees set forth in this Article. Projects approved prior to the effective date of this Article shall be subject to the mitigation monitoring fees set forth in the County Fee Resolution that was in effect on the project approval date.

Airport Land Use Commission application review (Pub. Util. Code §21671.5)	$~~324~~340	Per application
Commercial Cannabis permit –initial permit	$162	Each
Commercial Cannabis permit –renewal	$162	Each
Deed restriction processing (ministerial permit)[9]	$~~130~~170	Each
Letter of Public Convenience and Necessity	$~~648~~680	Each
Mills Act Contract Application (Government Code § 50281.1)	$~~1296~~1360	Each
~~Oak Woodlands Guidelines Consistency Certification (Government Code § 65401; Fish & Game Code § 1366(f))~~	~~$324~~	~~Each~~
Road Abandonment (Streets and Highway Code §8321)	$~~648~~680	Each
Williamson Act or Farmland Security Zone Contract	$~~2592~~2720	Each
Williamson Act Contract Amendment	$~~324~~340	Each
Surface Mining Reclamation Plan	$~~2592~~2720	Each

E. Recordation Fee

The applicant for a discretionary land use development permit, use permit, construction permit, Williamson Act agreement, Mills Act contract, lot line adjustment, and/or any procedure that requires processing through the County and includes recording/filing of a document with the Monterey County Recorder shall, in addition to the payment of any and all other County fees, be required to pay any and all applicable standard recording/filing fees no later than the time of the recording/filing of that document. The payment of the applicable recording/filing fee shall be required whether or not the document is processed on behalf of the applicant by an employee of the County of Monterey (e.g., Clerk of the Board) or is processed by the applicant. Failure to ensure full payment of such recording/filing fee by the time of the recording/filing shall be grounds for rejection of the recording/filing of that document with no liability to the County.

[9] This fee applies only to deed restrictions that are not pursuant to a condition of approval or mitigation measure for a discretionary entitlement ~~to which a condition compliance fee applies~~. If the deed restriction is pursuant to a condition of approval or mitigation measure for a discretionary entitlement, the applicable condition compliance or mitigation monitoring fee would apply.

Attachment F

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Article XIX – Building Services
Housing & Community Development Department
(Per Resolution No. 23_____, adopted August 22, 2023, by the Monterey County Board of Supervisors)

Permit Fees - MCC 18.01.070		
Building Permit		
$0 to $5,000	$390	Base Fee
$5,001 and Up	Local Multiplier [5] x ICC Valuation [6] = Total Building Permit Fee (0.0380) x (ICC Valuation) = Total Building Permit Fee	
Grading Permit		
Grading Estimate provided by qualified Licensed Professional (e.g., PE, Geotechnical Engineer, Contractor)	Local Multiplier [5] x ICC Valuation [6] + Grading Estimate provided by qualified Licensed Professional = Total Building Permit Fee (0.0380) x (ICC Valuation) = Total Building Permit Fee	
Remodeling Building Permit (Based on Extent of Alteration as percentage of ICC Valuation)		
Extent of Remodeling & Corresponding % of ICC Valuation = Permit Fee	**Definition**	
20%	Minor - Cosmetic work, refinishing walls, ceilings, floors; minor mechanical, electrical, plumbing; no structural work.	
40%	Medium - Addition or removal of some walls or extensive construction of partitions; projects with more involved mechanical, electrical, plumbing work, such as residential additions or renovations of bathrooms and kitchens, commercial replacement of major HVAC components or of ceiling grids; refinishing of many existing walls, ceilings, floors; replacement of substantial portions of the glazing systems if a major portion of the project; moderate projects may include minor changes to the exterior envelope or structural systems.	
60%	Major - Addition or demolition of many walls; installation of new glazing systems in conjunction with major remodeling; upgrade of structural systems in some portions to receive increased loads in limited areas or structural repair of significant elements in limited area. Significant upgrades to mechanical, electrical, and plumbing systems in conjunction with significant refinishing of surfaces.	
80%	Extensive - Demolition of all non-structural portions leaving a structural shell; installation of new or substantial replacement of electrical, mechanical systems in conjunction with significant changes in room configuration; significant structural upgrading to meet seismic requirements, or other substantial structural renovation, extensive structural repair.	

95%	Full - Demolition of all interior partition walls (structural and non-structural); Demolition of a majority of exterior walls and entire roof structure; Installation of new electrical, mechanical systems in conjunction with significant changes in room configuration.
PhotoVoltaic Solar Permit	
Residential Roof Mounted solar system	$390 + $15/kW over 15kW
Residential Ground Mounted solar system	$780 + $15/kW over 15kW
Commercial Roof Mounted solar system	$1170 + $7/kW over 50 kW
Commercial Ground Mounted solar system	$2340 + $7/kW over 250 kW
Mechanical, Plumbing, Electrical - Simple Permits	
Simple Permit - Demolition	Based on Minimum # of inspections for project
Simple Permit - Re-Roof	Based on Minimum # of inspections for project
Simple Permit - Sub Trade	Based on Minimum # of inspections for project
Special Events	
Special Event Construction and/or Encroachment Permit Submitted < 30 Days Prior to Event [4]	Double Plan Review or base Fee
Special Event Construction and/or Encroachment Permit Submitted < 60 Days Prior to Event [4]	1.5 x Plan Review or base Fee
Encroachment Permits per MCC 14.04 **Additional fees may be required if scope of project includes services provided by Public Works. See Article X.**	
General Encroachment Permit - Minor	$390 base fee + necessary number of inspections/reinspections
	-Minor Driveway (residential or commercial)
	-Tree removal/trimming/landscaping (tree removal may require arborist report)
	-Fences (fences may require separate design approval and/or construction permit)
	-Utility cabinet & power supply (may require separate construction permit)
	-Directional signage/traffic controls
	-Underground Utility Trenching (50-750 feet = + $2.00 per linear foot, over 750 feet=+$1.50 per linear foot)
	-Utility Poles (1-6 Poles, additional poles = + $50 per pole)

	-Boring (1-2 bell holes, additional bell holes = + $100 each bell hole)	
	-New Sidewalk, curb or gutter = + $2.00 per linear foot	
	Minor special event up to one-hundred-ninety-nine (199) daily participants	
	Minor road usage or road closure less than one (1) day (includes filming-photography)	
General Encroachment Permit - Major	$1,072.50 base fee + necessary number of inspections/reinspections	
	-Gates/walls (e.g., concrete or masonry wall/column) (may require separate design approval and/or construction permit)	
	-Traffic striping, marking or signal improvements	
	-Street Improvements (additional $0.05 per square foot)	
	Major special event two hundred (200) or more daily participants	
	Major road usage or road closure more than one (1) day (includes filming-photography)	
Encroachment - Administrative Fee	$355	
Encroachment – Late Issuance Fee	Double Permit Fee	
Blanket Encroachment Permit for Utility Companies	$3,005/year	
Encroachment Maintenance Agreement	Hourly (2 hour minimum)	
Transportation Permits (fees set by State of California and adopted per Resolution 96-395) Subject to change based on California Department of Transportation Fee Schedule		
Single Trip	$16.00	
Annual Trip	$90.00	
Fees not otherwise specified		
Plan Review for projects not Otherwise Specified	$195	Hourly[1]
Additional Technical Review or Specialty Review [7]	Cost + Admin Fee	Calculated at time of Service
Inspection Fee for projects not Otherwise Specified	$195	Hourly (One Hour Minimum)
Inspection - After Working Hours (Based on Time 1/2)	$293	Hourly (4 Hour Minimum)
Inspection - Holidays (Based on Double Time)	$390	Hourly (4 Hour Minimum)

Re-Inspection	$195	Hourly (One Hour Minimum)
Environmental Services ASBS Inspection	$164	Hourly (1/2 Hour Minimum)
Environmental Services Plan Review	$164	Hourly (One Hour Minimum)

Alternate Methods of Construction / Code Modification Request	$195	Hourly (One Hour Minimum)
Temporary Certificate of Occupancy	$500	Flat Fee
Appeal	$195	Hourly (4-Hour Minimum)
Permit Extension (includes Permit Card Replacement for Simple Permits)	$195	Flat Fee
Permit Renewal Investigation	$195	Hourly (One Hour Minimum)
Deed Restriction	$195	Flat Fee
Inspection Card Replacement	$90	Flat Fee
Change of Record on Permit	$195	Flat Fee
Processing - Permit Front Counter Hourly Rate	$90	Hourly [1]
Document Management - Escrow Report / Filing / Etc.	$90	Hourly [1]
Extraordinary Development Applications[2]	$22,000	Deposit (Billed based on Actual Costs)
Code Enforcement		
Code Enforcement Investigations and Compliance Support	$180	Hourly [1]
Work without a Permit		Double the Permit Fee
Surcharges		
1. California Building Standards Commission		calculated/state regs
2. Strong Motion Instrumentation Program		calculated/state regs
3. Accessibility (CASP) - Applicable for Commercial Projects		calculated/state regs
4. Credit Card Surcharge	2.25%	(Current County Rate)
5. Storage & Electronic Conversion of Files	1.93%	
6. General Plan Update	10%	
7. Technology	7.49%	

8. Clerk Recorder Fee		(Current County Rate)
Bonds		
Bonds		Determined by ICC valuation, Approved by Building Official

NOTES
1.Hourly fees are charged in 0.25 hour increments
2. "Extraordinary development applications" are those applications which will require staff time well beyond the typical application, as determined by the Chief of Planning or Building Official. These applications may include, by way of example and without limitation, applications for large scale development involving multiple discretionary entitlements, significant technical review by other land use agencies, and/or an anticipated lengthy time frame for processing because of their scope and complexity. Consistent with these criteria, any project requiring the preparation of an EIR shall qualify as an extraordinary development application. The amount paid to the County is for staff costs. The County may utilize a consultant, whose expenses shall be fully funded by the project applicant.
3. All applications require diagram of project attached to permit.
4. Applicable to Special Events with temporary construction of tents over 400 sq ft or tents of any size with utilities.
5. ICC Standard Calculation of Local Multiplier = (Budget x Cost Recovery %) / Total Valuation (from previous Fiscal year)
6. Construction valuation is determined from the current International Code Council Building Valuation Data to be updated annually with the first published valuation table of the calendar year. 7. Technical Expertise services required for projects including, but not limited to Water Resources Agency, shall be billed based on Cost Plus administrative fees for costs incurred to process such requests and shall be calculated at the time of service.

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Attachment G

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Notice of Public Hearing
County of Monterey Board of Supervisors

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the County of Monterey, State of California will hold a public hearing to consider amendment of the County of Monterey Fee Resolution to amend fees for processing applications for land use entitlements and construction permits. The Board will consider the following amendments to articles of the Monterey County Fee Resolution: amend Article IX-Land Use to make adjustments to fees; amend Article XIX-Building Services to make adjustments to fees; and amend Article XVII—County Counsel fees which cover a portion of County Counsel's time involved in processing land use applications. The proposed amendments include adjustments to land use application fees for the Planning and Building Services divisions of the County's Housing and Community Development (HCD) department. The proposed action also includes amending County Counsel's component of land use application fees to update the hourly rate and modify the fee structure to align with HCD's fees. If approved, the fees would take effect 60 days after adoption.

The hearing will be held on **Tuesday, February 3, 2026 at 10:30 a.m.** Electronic and/or telephonic meeting participation options and translation services will be available. The agenda for the Tuesday, February 3, 2026 Board of Supervisors' meeting will describe how the public may observe and provide testimony telephonically, electronically, or in person at the Monterey Board of Supervisors' Chambers, Government Center, 168 W. Alisal St, Salinas, CA, 93901. At least 72 hours ahead of the Board meeting, the agenda will be posted at 168 W. Alisal Street, Salinas, CA and on the County website at the following address:

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

IF YOU CHALLENGE THIS MATTER IN COURT, YOU MAY BE LIMITED TO RAISING ONLY THOSE ISSUES YOU OR SOMEONE ELSE RAISED AT THE PUBLIC HEARING DESCRIBED IN THIS PUBLIC NOTICE OR IN WRITTEN CORRESPONDENCE DELIVERED TO THE APPROPRIATE AUTHORITY AT OR BEFORE THE PUBLIC HEARING.

FOR ADDITIONAL INFORMATION CONTACT: KAREN RILEY-OLMS/MONTEREY COUNTY HOUSING AND COMMUNITY DEVELOPMENT/1441 SCHILLING PL. SOUTH FL2/SALINAS CA 93901 Telephone/E-Mail: (831) 755-5132/Riley-OlmsKA@co.monterey.ca.us

Attachment H

Link to all information listed below:
http://www.countyofmonterey.gov/government/departments-a-h/housing-community-development/permit-center/permits-fees-types/2026-land-use-fee-update

FY26 Calculated Hourly Rates

HCD Building Services Fees – Clean and with comparison

HCD Planning Services Fees – Clean and with comparison

HCD Planning & Building Recommended Fee Workbook with Time Study

Land Use Fee Matrix – Existing & Proposed

County of Monterey

Board Report

Legistar File Number: 26-061

Item No.10

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

February 03, 2026

Introduced: 1/20/2026
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

a. Receive a presentation from Department of Emergency Management and partners, concerning the MOSS 300 site clean-up at the Moss Landing Battery Energy Storage System facility; and
b. Provide direction to staff as appropriate

County of Monterey

Board Report

Legistar File Number: 26-061

Item No.

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

February 03, 2026

Introduced: 1/20/2026
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

a. Receive a presentation from Department of Emergency Management and partners, concerning the MOSS 300 site clean-up at the Moss Landing Battery Energy Storage System facility; and
b. Provide direction to staff as appropriate

County of Monterey

Board Report

Legistar File Number: OBM 26-013

Item No.11

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

February 03, 2026

Introduced: 1/13/2026
Version: 1

Current Status: Agenda Ready
Matter Type: Other Board Matters

Referral Matrix and New Referrals

Monterey County Board of Supervisors

MEETING: **February 3, 2026 - Other Board Matters**

SUBJECT: Board Referrals Update

DEPARTMENT: County Administrative Office

Item #	Brd Rfi #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Item	Report	Status
1	2017.18	9/19/17	Board	CAO		Bokanovich	Request a presentation to the Board of Supervisors with options for commissioner compensation that supports our ability to recruit a diverse and representative pool of commissioners.	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 May 2026.	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 Sports Authority ("Authority") 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. Authoriy submitted for FY26 Federal Earmarks through Congresswomen Lofgren's office. Awaiting response.	**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	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. The project is now fully funded with additional $50,000 is proposed for funding allocated to the project during the FY26 CIP. Construction site work is underway and the project including art panels is expected to be completed by January 2026.	Pending
5	2021.09	5/25/2021	Church/Askew	CAO		Bokanovich	Review of Board Committee Responsibilities	This referral seeks to clarify the purpose and responsibilities of each Board of Supervisors committees to improve staff workflow and Board decision making ability. A preliminary analysis was approved by the Board on June 15, 2021. Staff will be submitting a response to this referral for Board consideration in May 2022. The referral has been reassigned to the County Administrative Office for response. Board is scheduled to conduct its 2nd annual evaluation of pending referrals on March 28, 2023. To avoid future delays, all annual evaluations will be scheduled to occur the first month of each calendar year. Board review of the referral procedures is anticipated to occur in October, in conjunction with other Board policies. Staff anticipates a report to the Board in early May 2026.	Pending

Item #	Brd Rfl #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Item	Report	Status
6	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.Proposed completion date in 2026.	Pending
7	2021.29	12/7/2021	Adams	PWFP		Ishii	Increased Fines for Big Sur Roadside Camping Prohibition	This referral seeks to increase the administrative citation and fine amounts for citations issued under Monterey County Code Section 14.18.020.A. This is a follow-up to Board Referral No. 2019.16 (Big Sur Roadside Camping Prohibition Enforcement). A preliminary response was provided to the Board on January 11, 2022. The Ordinance increasing the existing fine amount to $1,000 was adopted by the BOS at its July 26, 2022 meeting. New signage to indicate the increased fine amount has been installed on all existing camping prohibition signs. Staff continues coordination with the Big Sur Byways Organization and District 5 on installation of additional new signs. Staff continues to coordinate with Caltrans and Coastal Commission on getting the necessary approval/permits to install along SR 1. Staff is working with HCD regarding Coastal permits. Proposed completion date of January Winter 2025.	Pending
8	2022.02	1/11/2022	Askew	CAO		Blitch/Chiulos	Sheriff Oversight Board Formation	This referral seeks to explore formation of a Sheriff Oversight Board. Assembly Bill 1185 authorized counties to establish a sheriff oversight board to assist the board of supervisors to fulfill its duties related supervising the official conduct of all county officers, including the sheriff. An oversight board would consist of civilian residents appointed by the board of supervisors. Formation of the oversight board can be accomplished by action of the board of supervisors or through a vote of county residents. This referral requests the Board of Supervisor form such an oversight board and that staff return with a report that includes bylaws, formation resolution, and an outline of administrative capacity needed to support the oversight board. A preliminary response was provided to the Board on March 22, 2022; at which time, the Board took action to defer the item until after the new Sheriff is elected and the Board has had an opportunity to establish a relationship. An Ad Hoc Committee has been established by the Board to study the various options concerning oversight of the Office of the Sheriff, pursuant to Assembly Bill 1185. Report is currently with Ad Hoc committee for review and revision. **Referral on hold pending results/recommendations received from the Board of Supervisors requested Sheriff Ofice financial audit.**	**On hold**
9	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
10	2022.14	4/19/2022	Lopez	PWFP		Ishii	Harkins Road	This referral requests that staff investigate the possibility of changing Harkins Road into a one-way street. Staff presented the Preliminary Analysis Report at the May 17, 2022 Board Meeting. PWFP engaged consultant support to evaluate a potential one-way concept for Harkins Road, and a community meeting was held in Spreckels on December 5, 2022 to get feedback. Staff provided a verbal update to the referring Supervisor in January and a report to the Board is planned for the February 28, 2023 March 7, 2022 Board meeting. With the Board Report seeking approval for the Harkins/Hunter project, staff is presenting our recommendation for the Harkins Road next week. The one-way option of Harkins is not being recommended. Staff is recommends upgrading signage and constructing improvements to the Harkins/Hunter intersection instead. The additional signs were installed at the Harkins/Hunter intersection to detour trucks around Spreckels. The one-way option was not recommended by the BoS. Continuing to monitor the effectiveness of the addition signs that were installed. Referring Supervisor has asked that this Referral be re-engaged for potential options, including pilot programs. Staff is exploring a "pilot program" option with TAMC.	Pending
11	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
12	2023.03	2/7/2023	Alejo	HCD		Spencer	Affordable Senior Housing Project at 855 East Laurel Drive	This referral purpose is to approve using a vacant county property at the eastern-corner portion of 855 East Laurel Drive to construct affordable housing units for Monterey County seniors. A preliminary response was provided to the Board of Supervisors on February 28, 2023. HCD staff has met with the Housing Authority who have expressed an interest in partnering with the County on such a project. HCD is also coordinating with PWFP on plans for the Laurel Yard campus which are currently in development. Separately, HCD has been progressing an affordable housing project at this same site. On February 7, 2023 the Board approved an Exclusive Negotiating Agreement with Eden Housing Inc. for design and development of an Affordable Housing Multifamily Rental Housing Project. December 12, 2023, the Development Review Committee considered Eden's two-phase 132 rental unit affordable housing project. County has procured outside legal counsel and negotiations with Eden for a Disposition and Development Agreement with Long-Term Ground Lease are underway, which are anticipated to come to Board for consideration late spring 2024. The potential for a senior housing project will be presented to the Board once the Eden housing project is completed and PWFP has identified any remaining needs for land at the Laurel Yard. Proposed completion date of December 2026.	Pending

Item #	Brd Rfi #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Item	Report	Status
13	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 grant funding.	Pending
14	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. A 2 hour workshop at the Board of Supervisors has been scheduled to review the Facilities Master Plan that will include options for reuse of Laurel Yard for the Board to consider. The Board's direction from this workshop will ultimately be incorporated into the FMP and fulfill this referral. Proposed completion Winter 2025.	Pending
15	2023.17	7/19/2023	Adams	HCD		Spencer	Safeguard & Maintain Historic Buildings in Monterey County	Referral requests the County pass a local ordinance where it shall be unlawful for any person to cause or cause others to act to burn or structurally damage a structure that has been listed on a city, county, state, or national list of historic properties. This includes owners of a structure listed on a local, state, or national register of historic structures. HCD staff presented a preliminary response to this referral on September 12, 2023. The Board directed HCD to proceed with updating the County's Historic Preservation Ordinance to incorporate penalties for unlawful damage to historic resources. Updates to the Historic Preservation are on the long-range work plan for HCD and are programed to be completed in future years. Proposed completion date in 2027.	Pending
16	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. Staff will provide an update to the Board on February 3, 2026.	Pending
17	2023.22	11/28/2023	Adams	PWFP		Ishii	Bixby Bridge - Traffic and Pedestrian Safety	Referral requests that staff identify solutions to respond to the immediate health and safety emergency concerns at the Bixby Bridge in Big Sur due to increased levels of visitation resulting in traffic congestion, parking issues, blocked residential access, and unsafe illegal pedestrian crossings across Highway 1. Staff presented a Preliminary Analysis Report to the Board on January 23, 2024. Staff will provide updates as they meet with the working group. Urgency Ordinance was approved by the Board of Supervisors on June 25, 2024. Next steps are to work with HCD on Emergency Coastal Development Permit. Proposed completion date of August 2024. The permit for the Urgency Ordinance was approved. PW installed railing along Coast Road to help with the illegal parking issues near Bixby Bridge. PW installed railing along Coast Road to help with the illegal parking issues near Bixby Bridge. In addition, PWFP worked with HCD and HCD was able to extend the Emergency Coastal Development Permit approval into 2026.	Pending
18	2024.04	3/23/2024	Church	CAO/PWFP		Paolinelli/Ishii	Maintenance of Little Bear Creek: Permits	This referral requests a study of permit processes for cleaning and long-term maintenance of Little Bear Creek. A preliminary response will be presented to the Board on April 16, 2024. PWFP is acquiring a hydrologic and hydraulic study proposal from one of our on-call consultants. This is the next step identified in the Preliminary Analysis Report. There is currently not enough information to determine a completion date. Much will depend on State and federal regulators (as well as the public and Board if this effort should be funded). The hydrologic and hydraulic study is underway. The hydrologic and hydraulic study report has been completed and will be presented to the Board. The report presents several options to mitigate the extent of the flooding. The exact option will depend on State and federal regulators, as well as the public and Board if this effort should be funded.	Pending
19	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~~ Early 2026.	Pending
20	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

Item #	Brd Rfi #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Item	Report	Status
21	2024.10	9/10/2024	Church	Health		Jimenez	Allow POU/POE Water Treatment for New Construction (Including ADUs)	To allow for Point of Use/Point of Entry water treatment devices to be used for new construction on vacant legal lots of record and for accessory dwelling units (ADUs). A preliminary response will be presented to the Board on October 1, 2024. EHB has prepared a draft amended ordinance that will be sent to County Counsel for review this week. The amendments add the option to use POU/POE for new development on a vacant lot or for an ADU or other second unit. Once County Counsel approves the amended ordinance, EHB will contract with Rincon to do the Initial Study. It is necessary to prepare the draft ordinance before contracting with Rincon, so they know what to include in the initial study. The updates in the amended ordinance regarding new development are the same as Rincon analyzed in the initial CEQA document, which will help streamline the process. Staff gave an update to the Board on April 22, 2025 and were instructed to return by December 2025 with a proposed amendment to the ordinance and an initial Study-Mitigated Negative Declaration evaluation. Staff will provide an update to the Board on February 6, 2026.	Pending
22	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. Proposed completion date in October 2025.	Pending
23	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. Being reviwed as part of the Facility Master Plan. Completion date in 2026.	Pending
24	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 on October 7, 2025. **Deemed complete by referring supervisor on January 28, 2026.**	**COMPLETE**
25	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
26	2025.01	2/4/2025	Alejo	County Counsel		Blitch	Monterey County Fracking Ban	The purpose of this referral is to draft an ordinance that would prohibit fracking in Monterey County. A preliminary response will be presented to the Board on February 25, 2025. Staff provided a preliminary response to the Board on 12/3/24 and were directed to return to the Board after presenting to the Coastal Commission consideration. Coastal Commissiong consideration in 2025. Proposed completion date in early 2026.	Pending
27	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
28	2025.04	4/22/2025	Askew	CAO/County Counsel/COB		Chiulos/Blitch/Ralph	Follow-up to Referral #2023.19 - Monterey County Regional Fire District Board of Directors (MCRFD) Vacancies, to ensure completion of BOS direction.	The purpose of this referral is to ensure BOS direction to prepare for review, adoption, and implementation of a Board policy ensuring timely noticing of recruitments for vacancies on the boards of special districts for which the BOS is the appointing authority, given as a result of Referral #2023.19, is completed. A preliminary analysis was provided in May 2025. The subject policy revision will be brought forward to the Board in March 2026.	Pending
29	2025.05	5/13/2025	Daniels	PWFP		Ishii	Bixby Bridge – No Parking	Requesting staff to define actions needed to continue the current emergency parking prohibition and maintain the physical measures implementing it beyond the conclusion of the CT Rocky Creek slip out repair project (currently estimated to be completed in June) without interruption unless/until a more global solution can be identified and implemented thru future projects. Staff will provide a preliminary analysis response on June 3, 2025. The parking prohibition has been extended since the Caltrans work in the vicinity is expected to continue through 2026.	Pending

Item #	Brd Rfi #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Item	Report	Status
30	2025.06	6/10/2025	Alejo/Lopez	Health		Jimenez	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. Staff was directed to return with a more comprehensive analysis of referral and anticipated effort for completion in September 2025.	Pending
31	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
32	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
33	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
34	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
35	2025.11	9/16/2025	Church	PWFP		Ishii	No Recreational Vehicle Parking on Railroad Avenue in Pajaro	This referral request for the Board of Supervisors to consider adoption of an ordinance to prohibit recreational vehicle parking on the entirety of Railroad Avenue in the unincorporated area of the County of Monterey and establish a tow-away zone, authorizing the immediate removal of vehicles that violate this no-parking restriction. Staff will provide a preliminary response on November 4, 2025.	Pending
36	2025.13	10/21/2025	Alejo	CAO		Chiulos/Pasculli	County of Monterey Facility Naming Policy	The purpose of this referral is to create a formalized process and policy for naming County of Monterey-owned and county-operated facilities. Staff provided a preliminary response on December 10, 2025.	Pending
37	2025.14	10/21/2025	Alejo	CAO		Paolinelli/Vaughn	Monterey Count Arts Master Plan	The purpose of this referral is to initiate the development of an Arts Master Plan for the County of Monterey, designed to establish a long-term vision for promoting, supporting, and expanding public art throughout the county's unincorporated areas. Staff provided a preliminary response on December 10, 2025. Staff will provide an update to the board in March 2026.	Pending
38	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

Item #	Brd Rfl #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Item	Report	Status
39	2025.16	11/18/2025	Alejo	NMC/Health		Harris/Jimenez	Esperanza Care 2.0	The purpose of this referral is to bring back the Esperanza Care Program in light of thousands of Monterey County residents who are expected to lose their MediCal coverage starting in 2026. Staff will provide a preliminary response on January 27, 2026.	Pending
40	2025.18	12/10/2025	Daniels	HCD		Spencer	History and Status of Monterey County Trails: Jack's Peak to Laureles Grade	This referral seeks to better understand the status of trail alignments on private land throughout the general area between Jacks Peak, Laureles Grade, Highway 68 and Carmel Valley Road. Staff will provide a preliminary response on January 6, 2026.	Pending
41	2026.01	2/3/2026	Daniels	CAO		Beaton	Establish a Local Housing Fund through Special Tax Measure	The purpose of this referral is to explore the feasibility of implementing a local real estate transfer tax on high-value property sales in unincorporated Monterey County to create a local housing fund for home development in relative proximity to those transactions.	**New Pending Approval on 2/3/26**
								Completed by Executive Assistant on January 29, 2026.	

Monterey County Board of Supervisors
Referral Submittal Form

Referral No. 2026.01
Assignment Date: 02/03/26
(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: 1/28/2026	**Submitted By:** Supervisor Kate Daniels	**District #:** 5

Referral Title: Establish a Local Housing Fund through Special Tax Measure

Referral Purpose: Explore the feasibility of implementing a local real estate transfer tax on high-value property sales in unincorporated Monterey County to create a local housing fund for home development in relative proximity to those transactions.

Brief Referral Description:

This referral seeks to explore the feasibility and policy considerations of adopting a local real estate transfer tax applicable to the sale of high-value properties, potentially $10 million and above, located in unincorporated Monterey County. The purpose of the proposed measure is to generate a dedicated revenue source to address critical "missing middle" and workforce housing needs within the County's unincorporated communities. The analysis should examine a measure for a special tax on transactions above an established threshold for single-family homes.

Revenue generated from such a tax could be used to support a range of "missing middle" or moderate-level housing-related priorities, including but not limited to housing development and redevelopment, workforce housing, additional HCD planning staff, and rental assistance. Monterey County continues to experience significant housing affordability challenges, particularly in the unincorporated areas where high-value real estate transactions are increasingly common.

Several California jurisdictions have adopted similar real estate transfer taxes, including the nearby cities of San Francisco, San José, Oakland, and Santa Cruz. These measures typically apply to property sales above a specified value threshold and may include graduated tax rates. This referral requests an analysis of how comparable measures are structured and how those models could inform a potential Monterey County approach.

Furthermore, staff should review exemptions commonly included in similar measures in other jurisdictions and evaluate which exemptions may be appropriate for Monterey County. These may include exemptions for transfers involving nonprofit organizations, community land trusts, affordable housing developers, or other transactions that advance public-benefit housing goals.

Classification - Implication	**Mode of Response**
☐ Ministerial / Minor ☐ Land Use Policy ☐ Social Policy ☐ Budget Policy ☐ Other: _____	☐ Memo ☐ Board Report ☐ Presentation **Requested Response Timeline** ☐ 2 weeks ☐ 1 month ☐ 6 weeks ☐ Status reports until completed ☐ Other: _____ [X] Specific Date: 2/10/2026

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

Department(s): CAO	Referral Lead: Michael Beaton	Board Date: 02/03/26

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

Department(s):	Referral Lead:	Date:

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

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

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

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

Note: Please cc Claudia Escalante and Karina Bokanovich on all CAO correspondence relating to referrals.

Introduced: 1/14/2026
Version: 1

Current Status: Scheduled PM
Matter Type: Preliminary Analysis Report

a. Receive an update in response to Board Referral No. 2024.10, submitted by Board of Supervisor Church, to allow point of use and point of entry water treatment devices for new construction on legal lots of record, including accessory dwelling units; and
b. Provide further direction to staff, as appropriate.

RECOMMENDATION:
It is recommended that the County of Monterey Board of Supervisors:
a. Receive an update in response to Board Referral No. 2024.10, submitted by Board of Supervisor Church, to allow point of use and point of entry water treatment devices for new construction on legal lots of record, including accessory dwelling units; and
b. Provide further direction to staff, as appropriate.

SUMMARY:

Board Referral No. 2024.10 requests that staff research and evaluate necessary steps to allow for point of use (POU) and point of entry (POE) water treatment devices to be used for vacant legal lots of record and accessory dwelling units (ADUs) where POU/POE treatment is otherwise allowed for the existing connections. Staff have completed the draft amendments to Monterey County Code Chapter 15.06 that would include provisions for new development using POU/POE treatment on existing lots of record and ADUs. Monterey County Environmental Health Bureau has engaged with Rincon Consultants for preparation of the initial study on the draft ordinance. The anticipated date that a draft ordinance and initial study will be available for public review is end of March 2026.

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

On November 28, 2023, the Board of Supervisors adopted Ordinance No. 5408 amending portions

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

On October 1, 2024, staff provided an update to the Board in response to Board Referral No. 2024.10, outlining the next steps, including the amendment of Monterey County Code Chapter 15.06 to allow new development on existing lots of record to utilize POU/POE treatment. Staff also indicated the need to collaborate with an external consultant to conduct an Initial Study-Mitigated Negative Declaration (IS-MND), with an estimated timeline of approximately 9 months, along with the potential for transitioning to an Environmental Impact Report (EIR) in accordance with the California Environmental Quality Act (CEQA).

On April 22, 2025, staff provided an update to the Board that a draft amendment to Monterey County Code Chapter 15.06 was under staff review. The draft amendment would include provisions for new development using POU/POE treatment on existing lots of record. In parallel, staff was working on environmental review, which will be conducted by an external consultant. Without the option to use POU/POE treatment, new construction-including ADUs-would be required to connect to a centralized treatment system for the entire water system, even if other connections on the system already utilize POU/POE treatment. Centralized treatment systems are significantly more expensive and cost-prohibitive compared to POU/POE treatment.

Current Update:
Staff has met with Rincon and provided information, and Rincon is currently working on the draft documents. There were some delays in the process on securing a consultant and the anticipated date that a draft ordinance and initial study will be available for public review is end of March 2026.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Office of County Counsel has reviewed and approved this update.

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

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

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

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

_____ Diverse and Thriving Economy

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

Attachments:
Board Report
Board Report No. 25-247
Preliminary Analysis Report
Board Referral No. #2024.10

Introduced: 1/14/2026
Version: 1

Current Status: Scheduled PM
Matter Type: Preliminary Analysis Report

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On November 28, 2023, the Board of Supervisors adopted Ordinance No. 5408 amending portions

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BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
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Mark a check next to the related Board of Supervisors Strategic Plan Goals:

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__X__ Sustainable Infrastructure for the Present and Future
__X__ Safe and Resilient Communities

_____ Diverse and Thriving Economy

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

Attachments:
Board Report
Board Report No. 25-247
Preliminary Analysis Report
Board Referral No. #2024.10

Introduced: 4/10/2025

Current Status: Health Department - Consent

Version: 1

Matter Type: General Agenda Item

a. Receive an update in response to Board Referral No. 2024.10 to allow point of use and point of entry water treatment devices for new construction on legal lots of record, including accessory dwelling units; and
b. Provide further direction to staff, as appropriate.

RECOMMENDATION:
It is recommended that the County of Monterey Board of Supervisors:
a. Receive an update in response to Board Referral No. 2024.10 to allow point of use and point of entry water treatment devices for new construction on legal lots of record, including accessory dwelling units: and
b. Provide further direction to staff, as appropriate.

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

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

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

On October 1, 2024, staff provided an update to the County of Monterey Board of Supervisors in response to Board Referral No. 2024.10, outlining the next steps, including the amendment of Monterey County Code Chapter 15.06 to allow new development on existing lots of record to utilize

Point of Use (POU)/Point of Entry (POE) treatment. Staff also indicated the need to collaborate with an external consultant to conduct an Initial Study-Mitigated Negative Declaration (IS-MND), with an estimated timeline of approximately 9 months, along with the potential for transitioning to an Environmental Impact Report (EIR).

Currently, a draft amendment to Monterey County Code Chapter 15.06 is under review, which would include provisions for new development using POU/POE treatment on existing lots of record. In parallel, staff are working on developing the scope of services for the Initial Study and environmental review in accordance with the California Environmental Quality Act (CEQA), which will be conducted by an external consultant. Without the option to use POU/POE treatment, new construction-including accessory dwelling units (ADUs)-would be required to connect to a centralized treatment system for the entire water system, even if other connections on the system already utilize POU/POE treatment. Centralized treatment systems are significantly more expensive and cost-prohibitive compared to POU/POE treatment.

Staff anticipate that a draft amended ordinance and Initial Study will be available for public review by December 2025, depending on the timeline and results of the Initial Study.

This work supports the County of Monterey Health Department 2025-2028 Strategic Plan Goal 1. Build Community Power and Partners' Capacity to Increase Equity and Improve Health. It also supports the following of the ten essential public health services, specifically, 2., diagnose and investigate health problems and health hazards in the community; 3., inform, educate, and empower people about health issues; 4., mobilize community partnerships and action to identify and solve health problems; 5. develop policies and plans that support individual and community health efforts and 6., enforce laws and regulations that protect health and ensure safety.

OTHER AGENCY INVOLVEMENT:
The Office of County Counsel has reviewed this report as to legal form.

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

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
Check the related Board of Supervisors Strategic Initiatives:

☐ Economic Development:
- Through collaboration, strengthen economic development to ensure a diversified and healthy economy.

☐ Administration:
- Promote an organization that practices efficient and effective resource management and is recognized for responsiveness, strong customer orientation, accountability and transparency.

☒ Health & Human Services:
- Improve health and quality of life through County supported policies, programs, and services;

promoting access to equitable opportunities for healthy choices and healthy environments in collaboration with communities.

☒ Infrastructure:

- Plan and develop a sustainable, physical infrastructure that improves the quality of life for County residents and supports economic development results.

☐ Public Safety:

- Create a safe environment for people to achieve their potential, leading businesses and communities to thrive and grow by reducing violent crimes as well as crimes in general.

Prepared by: Robin Kimball, Management Analyst III, 755- 1297
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Board Referral No. #2024.10

Monterey County
Board of Supervisors

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

Board Order

Upon the consensus the Board:

a. Received an update in response to Board Referral No. 2024.10 to allow point of use and point of entry water treatment devices for new construction on legal lots of record, including accessory dwelling units: and
b. Provided further direction to staff, as appropriate.

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 April 22, 2025.

Dated: April 28, 2025
File ID: 25-247
Agenda Item No.: 15

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

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

Docusign Envelope ID: 35312B4E-8998-47AA-8859-2F17A7687564

County of Monterey

Board Report

Legistar File Number: PAR 24-011

Item No.

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

October 01, 2024

Introduced: 9/19/2024
Version: 1

Current Status: Agenda Ready
Matter Type: Preliminary Analysis Report

Receive a preliminary analysis report in response to Board Referral No. 2024.10 to allow point of use and point of entry water treatment devices for new construction on legal lots of record, including accessory dwelling units.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

1. Receive a preliminary analysis report in response to Board Referral No. 2024.10 to allow point of use and point of entry water treatment devices for new construction on legal lots of record, including accessory dwelling units and direct that staff:
    a. Proceed with completion of referral based on modifications by the Board; or
    b. Return to Board with a more comprehensive analysis of referral and anticipated effort for completion; or
    c. Rescind referral.
2. Provide further direction to staff, as appropriate.

PRELIMINARY ANALYSIS:

Referral Summary & Background:

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

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

On November 28, 2023, the Board of Supervisors adopted Ordinance No. 5408 amending portions of Chapters 15.04 and adding Chapter 15.06 to the Monterey County Code to allow for POU/POE treatment to be utilized by systems with 2-14 connections, however Ordinance No. 5408 only applies

Docusign Envelope ID: 35312B4E-8998-47AA-8859-2F17A7687564

to existing service connections, not new construction on legal lots of record or ADUs.

Proposed Project Description:
This proposed project will require amending Monterey County Code Chapter 15.06 to include new development using POU/POE treatment on existing lots of record as well as environmental review pursuant to the California Environmental Quality Act (CEQA), including starting with an initial study conducted by an external consultant. Without the opportunity to utilize POU/POE treatment, new construction, including ADU's, are then required to use a centralized treatment system for the entire water system, even if the other connections on the water system use POU/POE treatment. Centralized treatment systems are far more expensive and cost prohibitive than POU/POE treatment.

Estimated Project Cost:
The estimated costs for the project include staff time and the estimated cost to work with an outside consultant to conduct an Initial Study-Mitigated Negative Declaration (IS-MND) is approximately $50,000 to $80,000 and will take approximately 9 months.

Should the project require transitioning to an environmental impact report (EIR), the cost and timeline would increase significantly. For planning purposes, an EIR could range from $150,000 to $250,000 and take between 12 to 18 months, depending on factors such as development potential, the need for technical studies (e.g., vehicle miles travelled), and/or site-specific analysis.

Staffing Level Estimate:
Most of the work has previously been completed as part of amending Chapter 15.04 and adding 15.06 to the Monterey County Code regarding use of POU and POE treatment. The new work will require review and any updates to the Monterey County Code as needed, estimated to be 40-60 hours. Additional time will be needed to review and comment on the Initial Study and prepare to return with a proposed ordinance for Board consideration.

Departmental Challenges:
The Environmental Health Drinking Water Program is resource constrained affecting staffing and the available funds to support the cost of a consultant. Staff are prepared to request the Initial Study once funding is available and request assistance with identifying a funding source.

Proposed Response Date:
Staff anticipate having a draft amended ordinance and initial study for public review dependent upon timeframe and results of the Initial Study, estimated to be early to mid-2025.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
Mark a check to the related Board of Supervisors Strategic Initiatives

☐ Economic Development:

- Through collaboration, strengthen economic development to ensure a diversified and healthy economy.

Docusign Envelope ID: 35312B4E-8998-47AA-8859-2F17A7687564

☐ Administration:

- Promote an organization that practices efficient and effective resource management and is recognized for responsiveness, strong customer orientation, accountability and transparency.

☒ Health & Human Services:

- Improve health and quality of life through County supported policies, programs, and services, promoting access to equitable opportunities for healthy choices and healthy environments in collaboration with communities.

☐ Infrastructure:

- Plan and develop a sustainable, physical infrastructure that improves the quality of life for County residents and supports economic development results.

☐ Public Safety:

- Create a safe environment for people to achieve their potential, leading businesses and communities to thrive and grow by reducing violent crimes as well as crimes in general.

Prepared by: Robin Kimball, Management Analyst III, 796-1297

Approved by:

DocuSigned by:
C7A30BA59CA8423...
Date 9/23/2024 | 10:42 AM PDT

Elsa Mendoza Jimenez, Director of Health Services, 755-4621

Attachments:
Preliminary Analysis Report
Board Referral No. # 2024.10

Monterey County
Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
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Board Order

A motion was made by Supervisor Glenn Church, seconded by Supervisor Chris Lopez to:

1. Receive a preliminary analysis report in response to Board Referral No. 2024.10 to allow point of use and point of entry water treatment devices for new construction on legal lots of record, including accessory dwelling units and direct that staff:
a. Proceed with completion of referral based on modifications by the Board.

PASSED AND ADOPTED on this 1st day of October 2024, by roll call vote:

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

Motion Passed 4 to 0

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting October 1, 2024.

Dated: October 2, 2024
File ID: PAR 24-011
Agenda Item No.: 11

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

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

Monterey County Board of Supervisors
Referral Submittal Form

Referral No. 2024.10
Assignment Date: 09/10/24
(Completed by CAO's Office)

SUBMITTAL - Completed by referring Board office and returned to CAO no later than 10:00AM on Wednesday prior to Board meeting:

Date: 9/23/24	Submitted By: Supervisor Glenn Church	District #: 2

Referral Title: Allow POU/POE Water Treatment for New Construction (Including ADUs)

Referral Purpose: To allow for Point of Use/Point of Entry water treatment devices to be used for new construction on vacant legal lots of record and for accessory dwelling units (ADUs).

Brief Referral Description (attach additional sheet as required):
Point of Use/Point of Entry water treatment devices are an affordable water treatment option for people whose water systems are impacted by contamination. On November 28, 2023, the Board of Supervisors adopted an ordinance amending portions of Chapters 15.04 and adding Chapter 15.06 to the Monterey County Code to allow for POU/POE to be utilized by local small water systems with 2-4 connections and state small water systems with 5-14 connections. However, the ordinance only applies to existing service connections, and not to new construction on legal lots of record or to ADUs. Without the option to use POU/POE, new construction (including ADUs) are then required to use a centralized treatment system, even if the other connections on the water system use POU/POE. Centralized treatment systems are far more expensive than POU/POE. This referral asks staff to begin taking necessary steps to allow for POU/POE to be used for vacant legal lots of record and accessory dwelling units in systems with 2-14 connections where POU/POE is otherwise allowed for the existing connections.

Classification - Implication	**Mode of Response**
☐ Ministerial / Minor X Land Use Policy ☐ Social Policy ☐ Budget Policy ☐ Other: _____	☐ Memo X Board Report ☐ Presentation **Requested Response Timeline** ☐ 2 weeks X 1 month ☐ 6 weeks ☐ Status reports until completed ☐ Other: _____ ☐ Specific Date: _____

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

Department(s):	Referral Lead:	Board Date:

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

Department(s): Health Department	Referral Lead: Elsa Jimenez	Date: 09/10/24

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

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

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

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

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

Note: Please cc Claudia Escalante and Karina Bokanovich on all CAO correspondence relating to referrals.

Receive an update in response to Board Referral No. 2024.10 to allow point of use and point of entry water treatment devices for new construction on legal lots of record

Monterey County Health Department

Environmental Health Bureau

February 3 , 2026

Recommendation

It is recommended that the Board of Supervisors:

a. Receive an update in response to Board Referral No. 2024.10 to allow point of use and point of entry water treatment devices for new construction on legal lots of record, including accessory dwelling units.
b. Provide further direction to staff, as appropriate.

BACKGROUND

- Monterey County regulates 987 systems with 2-14 connections
- Approx. 450 out of compliance – nitrate, arsenic, hexavalent chromium, and/or 1-2-3 Trichloropropane Poses health risk to public
- Current compliance options
  - Consolidation
  - New well
  - Centralized treatment
  - Not always feasible and can be cost prohibitive
  - POU/POE for existing homes

BACKGROUND

- June 18, 2019 – Board adopted ordinance that allowed POU/POE to be used for:
  - Local and State small systems (2-14 connections)
    - Existing homes to meet drinking water standards
    - Development of vacant lots that did not meet drinking water standards
  - Individual Property Owner – may use POU/POE to meet drinking water standards for a building permit
  - Public Water systems (in conformance with state law)
- County received litigation challenging ordinance and ordinance was suspended (except for public water systems)

BACKGROUND

- November 28, 2023– Board adopted ordinance that allowed POU/POE to be used for:
  - Local and State small systems (2-14 connections)
    - Existing homes to meet drinking water standards
    - Did not apply to undeveloped lots

- October 1, 2024 – EHB gave update on Board Referral No. 2024.10 to allow POU/POE treatment to be utilized for new construction on legal lots of record, include accessory dwelling units
  - Ordinance needs to be drafted
  - Need to collaborate with consultant for Environmental Review

UPDATE

- Draft ordinance has been prepared
- Staff has met with and provided information to Rincon Consultants and they are working on the draft CEQA document
- Staff anticipate a draft amended ordinance and Initial Study will be available for public review by end of March 2026

Recommendation

It is recommended that the Board of Supervisors:

a. Receive an update in response to Board Referral No. 2024.10 to allow point of use and point of entry water treatment devices for new construction on legal lots of record, including accessory dwelling units.
b. Provide further direction to staff, as appropriate.

Introduced: 1/14/2026
Version: 1

Current Status: Agenda Ready
Matter Type: Preliminary Analysis Report

a. Receive an update in response to Board Referral No. 2023.20, submitted by Board of Supervisor Church, addressing littering fines for illegal dumping and littering of solid waste and refuse; and
b. Provide further direction, as appropriate.

RECOMMENDATION:
It is recommended that the County of Monterey Board of Supervisors:
a. Receive an update in response to Board Referral No. 2023.20, submitted by Board of Supervisor Church, addressing littering fines for illegal dumping and littering of solid waste and refuse; and
b. Provide further direction, as appropriate.

SUMMARY

The County of Monterey (County) has long had illegal dumping and littering issues. Board Referral No. 2023.20 sought to amend the Monterey County Code to increase fines to deter littering, prevent illegal dumping, promote an enjoyable environment and protect our natural resources. The purpose of amending the code was to facilitate an effective response to hold those responsible for illegal dumping and littering by clarifying code violations, increased penalties, and updated language to emphasize local roles and responsibilities.

DISCUSSION
On February 27, 2024, the Board of Supervisors adopted an ordinance revising Sections 10.41.010 and 10.41.040 of the Monterey County Code, raising fines for littering in unincorporated areas of the county. The new fines include up to $2,500 for a first violation, up to $5,000 for a second violation within twelve months, and up to $10,000 for a third or any subsequent violation within twelve months.

Also on February 27, 2024, Environmental Health, on behalf of the Illegal Dumping and Litter Abatement Task Force (IDLATF), presented an update to the Board of Supervisors regarding the potential use of surveillance cameras as a deterrent to illegal dumping in the County. The Board approved a request to purchase cameras and supportive monitoring and connectivity subscription services. On July 16, 2024, an agreement with Epic iO was approved to purchase six surveillance cameras to be installed in known illegal dumping hotspots throughout the County.

On April 22, 2025, Environmental Health returned to provide an update on the implementation of the program including capture of illegal dumping events within two days of installation. This presentation included limitation and advantages of the camera technologies, where improvements can be made,

online tracking via EPIC iO and the issuance of fines.

Staff return today to update the Board of Supervisors on the second year of the program. The update will include where the program succeeds in community collaboration and where improvements to the program can be made.

OTHER AGENCY INVOLVEMENT:
The Health Department-Environmental Health Bureau has worked collaboratively with the Department of Housing and Community Development and the Department of Public Works, Facilities and Parks for the installation of cameras and with the County's media teams for the media campaign distribution.

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

BOARD OF SUPERVISORS STRATEGIC GOALS:
Illegal dumping and littering are a nuisance and have the potential to create public health hazards. The ongoing surveillance and increased fines are targeted to improve well-being 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 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: Charise Walters, Management Analyst III, 755-4708
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4621

Attachments:
Board Report
Board Order No. 25-244
Board Report No. 25-244
Board Order PAR 23-027
Board Report PAR 23-027
Board Referral 2023.20
Presentation

Introduced: 1/14/2026
Version: 1

Current Status: Agenda Ready
Matter Type: Preliminary Analysis Report

a. Receive an update in response to Board Referral No. 2023.20, submitted by Board of Supervisor Church, addressing littering fines for illegal dumping and littering of solid waste and refuse; and
b. Provide further direction, as appropriate.

RECOMMENDATION:
It is recommended that the County of Monterey Board of Supervisors:
a. Receive an update in response to Board Referral No. 2023.20, submitted by Board of Supervisor Church, addressing littering fines for illegal dumping and littering of solid waste and refuse; and
b. Provide further direction, as appropriate.

SUMMARY

The County of Monterey (County) has long had illegal dumping and littering issues. Board Referral No. 2023.20 sought to amend the Monterey County Code to increase fines to deter littering, prevent illegal dumping, promote an enjoyable environment and protect our natural resources. The purpose of amending the code was to facilitate an effective response to hold those responsible for illegal dumping and littering by clarifying code violations, increased penalties, and updated language to emphasize local roles and responsibilities.

DISCUSSION
On February 27, 2024, the Board of Supervisors adopted an ordinance revising Sections 10.41.010 and 10.41.040 of the Monterey County Code, raising fines for littering in unincorporated areas of the county. The new fines include up to $2,500 for a first violation, up to $5,000 for a second violation within twelve months, and up to $10,000 for a third or any subsequent violation within twelve months.

Also on February 27, 2024, Environmental Health, on behalf of the Illegal Dumping and Litter Abatement Task Force (IDLATF), presented an update to the Board of Supervisors regarding the potential use of surveillance cameras as a deterrent to illegal dumping in the County. The Board approved a request to purchase cameras and supportive monitoring and connectivity subscription services. On July 16, 2024, an agreement with Epic iO was approved to purchase six surveillance cameras to be installed in known illegal dumping hotspots throughout the County.

On April 22, 2025, Environmental Health returned to provide an update on the implementation of the program including capture of illegal dumping events within two days of installation. This presentation included limitation and advantages of the camera technologies, where improvements can be made,

online tracking via EPIC iO and the issuance of fines.

Staff return today to update the Board of Supervisors on the second year of the program. The update will include where the program succeeds in community collaboration and where improvements to the program can be made.

OTHER AGENCY INVOLVEMENT:
The Health Department-Environmental Health Bureau has worked collaboratively with the Department of Housing and Community Development and the Department of Public Works, Facilities and Parks for the installation of cameras and with the County's media teams for the media campaign distribution.

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

BOARD OF SUPERVISORS STRATEGIC GOALS:
Illegal dumping and littering are a nuisance and have the potential to create public health hazards. The ongoing surveillance and increased fines are targeted to improve well-being 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 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: Charise Walters, Management Analyst III, 755-4708
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4621

Attachments:
Board Report
Board Order No. 25-244
Board Report No. 25-244
Board Order PAR 23-027
Board Report PAR 23-027
Board Referral 2023.20
Presentation

Docusign Envelope ID: B55C9BCE-1AFE-4D66-80D0-408E40179F62

Monterey County
Board of Supervisors

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Board Order

Upon consensus the Board:

a. Received an update in response to Board Referral No. #2023.20 addressing littering fines for illegal dumping and littering of solid waste and refuse; and
b. Directed staff to come back in six (6) months for a further status report and to look into the Sheriff's flock cameras for further surveillance in the same areas of illegal dumping.

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 April 22, 2025.

Dated: April 28, 2025
File ID: 25-244
Agenda Item No.: 16

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

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

Docusign Envelope ID: B55C9BCE-1AFE-4D66-80D0-408E40179F62

Introduced: 4/9/2025
Version: 1
Current Status: Scheduled PM
Matter Type: General Agenda Item

a. Receive an update in response to Board Referral No. #2023.20 addressing littering fines for illegal dumping and littering of solid waste and refuse.
b. Provide further direction, as appropriate.

RECOMMENDATION:
It is recommended that the County of Monterey Board of Supervisors:
a. Receive an update in response to Board Referral No. #2023.20 addressing littering fines for illegal dumping and littering of solid waste and refuse.
b. Provide further direction, as appropriate.

SUMMARY/DISCUSSION:
Monterey County has long had illegal dumping and littering issues. Board Referral No. 2023.20 sought to amend Monterey County Code to increase fines to deter littering, prevent illegal dumping, promote an enjoyable environment and protect our natural resources. The purpose of amending the code was to facilitate an effective response to hold those responsible for illegal dumping and littering by clarifying code violations, increased penalties, and updated language to emphasize local roles and responsibilities.

On February 27, 2024, the Board of Supervisors adopted an ordinance revising Sections 10.41.010 and 10.41.040 of the Monterey County Code, raising fines for littering in unincorporated areas of the county. The new fines include up to $2,500 for a first violation, up to $5,000 for a second violation within twelve months, and up to $10,000 for a third or any subsequent violation within twelve months.

Also on February 27, 2024, Environmental Health, on behalf of the Illegal Dumping and Litter Abatement Task Force (IDLATF), presented an update to the Board of Supervisors regarding the potential use of surveillance cameras as a deterrent to Illegal Dumping in Monterey County. The Board approved a request to purchase cameras and supportive monitoring and connectivity subscription services and on July 16, 2024, an agreement with Epic iO was approved to purchase six surveillance cameras to be installed in known illegal dumping hotspots throughout the county.

Two cameras were initially installed in September 2024 with illegal dumping captured on surveillance within two days of installation. A media campaign to identify the responsible party ensued however no identification has been confirmed at this time. The remaining four cameras have since been installed with surveillance ongoing. Staff return today to provide an update of the implementation of surveillance cameras, increased litter fines, the advantages and limitations of the cameras, where improvements can be made, the online tracking via EPIC iO

Docusign Envelope ID: B55C9BCE-1AFE-4D66-80D0-408E40179F62

and the issuance of fines.

This work supports the County of Monterey Health Department 2025-2028 Strategic Plan Goal(s) 1. Build Community Power and Partners' Capacity to Increase Equity and Improve Health. It also supports the following of the ten essential public health services, specifically, 6., enforce laws and regulations that protect health and ensure safety.

OTHER AGENCY INVOLVEMENT:
The Health Department-Environmental Health has worked collaboratively with the Housing and Community Development/Public Works Departments for the installation of cameras and the county's media teams for the media campaign distribution.

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

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
Illegal dumping and littering are a nuisance and has the potential to create public health hazards. The ongoing surveillance and increased fines are 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.

Check the related Board of Supervisors Strategic Initiatives:

☐ Economic Development:
- Through collaboration, strengthen economic development to ensure a diversified and healthy economy.

☐ Administration:
- Promote an organization that practices efficient and effective resource management and is recognized for responsiveness, strong customer orientation, accountability and transparency.

☒ Health & Human Services:
- Improve health and quality of life through County supported policies, programs, and services, promoting access to equitable opportunities for healthy choices and healthy environments in collaboration with communities.

☒ Infrastructure:
- Plan and develop a sustainable, physical infrastructure that improves the quality of life for County residents and supports economic development results.

☐ Public Safety:
- Create a safe environment for people to achieve their potential, leading businesses and communities to thrive and grow by reducing violent crimes as well as crimes in general.

Prepared by: Robin Kimball, Management Analyst III, 755-1297
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4621

Docusign Envelope ID: B55C9BCE-1AFE-4D66-80D0-408E40179F62

Attachments:
Board Report

Docusign Envelope ID: B55C9BCE-1AFE-4D66-80D0-408E40179F62

Monterey County
Board of Supervisors

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1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

Board Order

A motion was made by Supervisor Glenn Church, seconded by Supervisor Chris Lopez to:

Receive a preliminary analysis report in response to Board Referral No. #2023.20 and direct that staff: Return to Board with a more comprehensive analysis of referral and anticipated effort for completion as expeditiously it can be reviewed. Also, keep a lens of Governing for Racial Equity when analyzing the code penalties to apply higher fines for illegal dumping and littering.

PASSED AND ADOPTED on this 28th day of November 2023, by roll call vote:

AYES: Supervisors Alejo, Church, 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 November 28, 2023.

Dated: November 29, 2023
File ID: PAR 23-027
Agenda Item No.: 29

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

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

Docusign Envelope ID: B55C9BCE-1AFE-4D66-80D0-408E40179F62

County of Monterey

Board Report

Legistar File Number: PAR 23-027

Item No.

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

November 28, 2023

Introduced: 11/16/2023
Version: 1

Current Status: Agenda Ready
Matter Type: Preliminary Analysis Report

Receive a preliminary analysis report in response to **Board Referral No. #2023.20** seeking to amend Monterey County Code to establish Littering Fines for illegal dumping and littering of solid waste and refuse.

RECOMMENDATION:
It is recommended that the Board of Supervisors:

a. Receive a preliminary analysis report in response to Board Referral No. #2023.20 and direct that staff:
    1) Proceed with completion of referral based on modifications by the Board; or,
    2) Remove from consent and:
        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.
b. Provide further direction, as appropriate.

PRELIMINARY ANALYSIS:
In an effort to reduce the ongoing issue of illegal dumping and littering of solid waste, the County of San Benito, our neighboring county, recently updated their code penalties to apply higher fines for illegal dumping and littering. The increase in fines is an enhancement to their current array of enforcement tools. Monterey County has long had similar illegal dumping and littering issues. With closely shared county lines, the possibility exists of increased illegal dumping in Monterey County due to the lack of fines and enforcement to deter illegal dumpers. Board Referral No. 2023.20 seeks to amend Monterey County Code in the same fashion to prevent illegal dumping and littering, promote an enjoyable environment and protect our natural resources.

Proposed Project Description:
Illegal dumping and littering of solid waste and refuse is a common, repeated and increasing occurrence despite regulatory and service-related activities performed by the County of Monterey's various departments and agencies. Residents, and local groups of ordinary citizens who volunteer their own personal time and efforts to clean up after those who break the law do not deter law breakers. Many jurisdictions understand that public education and physical eradication efforts also require a robust enforcement element for an effective system to succeed. This project will focus on amending current county code, specifically MCC 10.41.040, and all

Docusign Envelope ID: B55C9BCE-1AFE-4D66-80D0-408E40179F62

other applicable local codes, to facilitate an effective response to holding those responsible for illegal dumping and littering by clarifying code violations, increasing penalties, and updating language to emphasize local roles and responsibilities.

It is worth noting that other jurisdictions, both within CA and other states, have discussed the benefits of implementing fines at the statewide Illegal Dumping Conference. This conference highlights "the three E's" of education, eradication, and enforcement as the best approach for addressing illegal dumping. Locally, the Illegal Dumping Litter Abatement Task Force, known as IDLATF, has modeled its subcommittees after this three-pronged approach. The Education & Outreach subcommittee has worked on distributing a quarterly newsletter, creating media posts/videos, promoting the Disposal Voucher Program, and more as part of our efforts to continuously educate the public on why they shouldn't illegally dump and alternatives to illegal dumping. The Eradication subcommittee has worked on hosting regular community cleanups throughout the County, collaborating with franchise solid waste haulers who host cleanup events for residents, working with Public Works to clean up illegal dumpsites, and more. The Enforcement and Eradication subcommittees have been developing a pilot surveillance program and implementing fines for illegal dumping/litter will only strengthen enforcement efforts through distinct consequences to illegal dumping.

Estimated Project Cost:
This project is estimated to require a minimum of six months to one year of staff time working a minimum of five hours a week on this project. The estimated cost is undetermined at this time.

Staffing Level Estimate:
At a minimum, about 10% of time for six Environmental Health staff to collaborate, assess, analyze, and review the components that would create an effective, enforceable outcome and County Counsel support to amendments to County Code.

Departmental Challenges:
Departmental challenges currently are limited staffing resources and competing operational priorities. However, every effort will be made to ensure that the project is managed and prioritized to provide progress updates.

Proposed Response Date:
The initial estimated evaluation and feasibility response date is April 2024. From there, an estimated timeline to completion can be established, no later than December 2024.

This work supports the Monterey County Health Department 2018-2022 Strategic Plan Goal (1.) to empower the community to improve health. It also supports the following of the ten essential public health services, specifically (3.) inform, educate, and empower people about health issues and (4.) mobilize community partnerships and action to identify and solve health problems.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
Illegal dumping and littering are a nuisance and has the potential to create public health hazards.

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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: Robin Kimball, Management Analyst III, 796-1297

Approved by:

DocuSigned by:
C7A30BA59CA8423...
Date: 11/17/2023 | 3:56 PM PST
Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Preliminary Analysis Report
Board Referral No. # (must be attached to report as reference)

Monterey County Board of Supervisors
Referral Submittal Form

Referral No. 2023.20
Assignment Date: 11/07/23
(Completed by CAO's Office)

SUBMITTAL - Completed by referring Board office and returned to CAO no later than 10:00 AM on Wednesday prior to Board meeting:

Date:7 November 2023	Submitted By: Supervisor Glenn Church	District #: 2
Referral Title: Littering Fines		
Referral Purpose: 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		

Brief Referral Description (attach additional sheet as required):

Unincorporated areas of Monterey County have observed an increase in littering and dumping of furniture, tires, garbage, e-waste, and agricultural materials. Unlawful dumping and littering may lead to soil and water contamination, air quality concerns, habitat destruction, and vector attraction that pose significant risks to public health, environmental quality, and local wildlife. While the County of Monterey and residents have undertaken initiatives to clean up refuse, unlawful dumping and littering persist.

California penal codes 374.3 and 374.4 state it is unlawful to litter or dump waste matter upon public or private property or roads. The maximum fine structure for unlawful dumping allowed by California law is $3,000 for individuals and $20,000 for businesses. On August 22, 2023, the San Benito County Board of Supervisors unanimously voted to increase its illegal dumping fines to $2,500, $5,000, and $10,000 to deter illegal dumping. Since the County of Monterey shares approximately 100 miles of county boundary with San Benito County, adopting similar fines could help combat littering offenses in the tri-county area.

Due to the severity of the issue, it is recommended that the County of Monterey Board of Supervisors consider amending county code 10.41.040 to establish clear and significant penalties for littering and dumping by adopting fines parallel to those of San Benito County.

Classification - Implication	**Mode of Response**
☐ Ministerial / Minor ☐ Land Use Policy ☐ Social Policy ☐ Budget Policy X Other: Code Enforcement	☐ Memo X Board Report ☐ Presentation **Requested Response Timeline** ☐ 2 weeks X 1 month ☐ 6 weeks ☐ Status reports until completed ☐ Other: _____ ☐ Specific Date: _____

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

Department(s): Health Department	Referral Lead: Elsa Jimenez	Board Date: 11/7/23

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:	**Department's Recommended Response Timeline**

_____ Date: _____	☐ 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.

Monterey County Camera Pilot Program

Maria Ferdin, Co-Chair

Monterey County Illegal Dumping & Litter Abatement Task Force Environmental

Board of Supervisor Presentation

February 3, 2026

The Pilot Program

- Six Reconyx Cameras Purchased 8/2024
- Service agreement with EPIC iO 8/2024
- Lapis Rd cameras installed 9/16/2024 and remaining cameras installed on Trafton and Old Stage Rd. 02/18/2025
- All are IR, cellular enabled w/ motion sensors

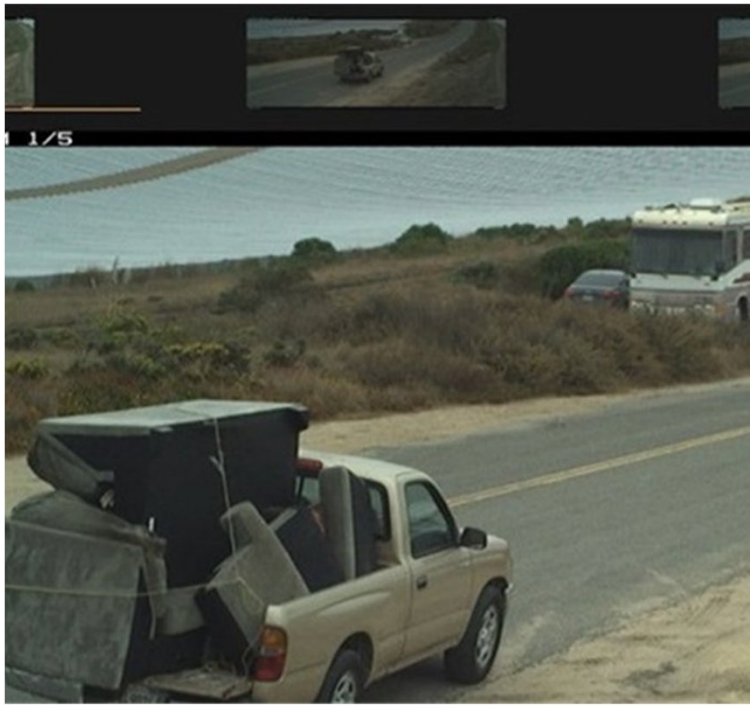
Lapis Rd 2024-2025

- 41 illegal dumping events reported or observed
- Cameras help identify four illegal dumpers & citations were issued

Early Successes

Box Spring Dumper- 09/19/24, 2:18PM

Couch Dumper- 9/21/24, 9:47AM



Lapis Rd Dumping- July 30, 2025

- Reported by ReGen on July 30, 2025
- Approximate time of disposal known
- Assortment of garbage including documents with name and address

Lapis Rd Dumping- July 30, 2025

- Entering from the south at 1:58 AM

- Exiting to the north at 2:08 AM

Lapis Rd 2024-2025

- **Community of observers (ReGen, Mayor of Marina, County, DA's Office)**
- Provide good photos
- Interagency support and cooperation
  - ✓ Share information
  - ✓ Use of other resources
  - ✓ In-field investigation

Next Steps

- Relocate Trafton Rd and Old Stage Rd Cameras
- Lower cameras for better LP resolution and IR night vision
- Site cameras directly on a “hotspot”

Monterey County Camera Pilot Program

Questions

Maria Ferdin, Co-Chair

Monterey County Illegal Dumping & Litter Abatement Task Force Environmental

Board of Supervisor Presentation

February 3, 2026

County of Monterey

Board Report

Legistar File Number: OBM 26-014

Item No.14

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

February 03, 2026

Introduced: 1/13/2026
Version: 1

Current Status: Agenda Ready
Matter Type: Other Board Matters

County Administrative Officer Comments

County of Monterey

Board Report

Legistar File Number: OBM 26-015

Item No.15

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

February 03, 2026

Introduced: 1/13/2026
Version: 1

Current Status: Agenda Ready
Matter Type: Other Board Matters

Board Comments

County of Monterey

Board Report

Legistar File Number: 26-096

Item No.

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

February 03, 2026

Introduced: 1/29/2026
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

2026 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 2026……

The Board will meet on Wednesday, May 27, 2026, at 9:00 a.m. and Thursday, May 28, 2026, at 9:00 a.m. for Budget Hearings and will meet each Tuesday at 9:00 a.m., as scheduled below:

Meeting On:
January 6, 2026
January 13, 2026
January 27, 2026
February 3, 2026
February 10, 2026
February 13, 2026, Legislative Workshop – Friday
March 6, 2026 BOS/Department Head Retreat – Friday
March 10, 2026
March 17, 2026
March 24, 2026
April 7, 2026 – Budget Workshop
April 14, 2026
April 21, 2026
April 28, 2026
May 5, 2026
May 12, 2026
May 19, 2026
May 27, 2026 Budget Hearings – Wednesday
May 28, 2026 Budget Hearings – Thursday
June 2, 2026
June 9, 2026
June 16, 2026 Budget Adoption and other agenda items
June 23, 2026
June 25, 2026 Executive Performance Evaluations -Thursday
June 26, 2026 Executive Performance Evaluations – Friday (If needed)
July 7, 2026
August 11, 2026
August 18, 2026
August 25, 2026
September 1, 2026
~~September 8, 2026~~ Labor Day
September 15, 2026
September 22, 2026
September 29, 2026
October 13, 2026
October 20, 2026
October 27, 2026
November 3, 2026
November 17, 2026
December 8, 2026
December 9, 2026 Executive Performance Evaluations – Wednesday
December 15, 2026

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

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 20, 2026	Martin Luther King's Day
February 17, 2026	President's Day
February 24, 2026	NACo Legislative Conference, Washington, D.C
~~March 4, 2026~~ March 3, 2026	Department Head Retreat
March 31, 2026	Cesar Chavez Day
May 26, 2026	Memorial Day
June 30, 2026	Fifth Tuesday
July 14, 2026	Summer Recess
July 21, 2026	Summer Recess/2026 NACo Legislative Conference (July 17-20, New Orleans, LA)
July 28, 2026	Summer Recess
August 4, 2026	Summer Recess
September 8, 2026	Labor Day
October 6, 2026	Fall Break
November 10, 2026	Veterans Day
November 24, 2026	Thanksgiving
December 1, 2026	Thanksgiving
December 22, 2026	Winter Break
December 29, 2026	Winter Break

PASSED AND ADOPTED on this 23rd day of September 2025 upon motion of Supervisor Luis A. Alejo and seconded by Supervisor Glenn Church, by the following vote, to-wit:

AYES: Supervisor Lopez, Root Askew, Daniels, Alejo and Church
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 23, 2025. .

Revised date: October 9, 2025
Legister File ID No. 25-654
Agenda Item No. 43

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

By Valerie Ralph
Valerie Ralph, Clerk of the Board

Introduced: 1/20/2026

Current Status: Natividad Medical Center - Consent

Version: 1

Matter Type: BoS Agreement

a. Authorize the County Counsel to execute a standard agreement with Hooper, Lundy & Bookman PC, for legal services with respect to healthcare matters, for a maximum County obligation of $900,000 for a term Date Fully Executed through December 31, 2028; and
b. Authorize the County Counsel to execute up to three (3) future amendments that do not exceed 10% ($90,000) of the original agreement, do not significantly change the scope of services, and do not increase the total not to exceed amount over $990,000.

RECOMMENDATION:

It is recommended the Board of Supervisors:

a. Authorize the County Counsel to execute a standard agreement with Hooper, Lundy & Bookman PC, for legal services with respect to healthcare matters, for a maximum County obligation of $900,000 for a term Date Fully Executed through December 31, 2028; and
b. Authorize the County Counsel to execute up to three (3) future amendments that do not exceed 10% ($90,000) of the original agreement, do not significantly change the scope of services, and do not increase the total not to exceed amount over $990,000.

SUMMARY

Natividad seeks to enter into a new agreement with an existing contractor Hooper, Lundy & Bookman PC ("HLB"). As the largest law firm in the U.S. dedicated exclusively to representing health care clients, and with clients in all 50 states and two U.S. territories, the law firm represents some of the largest and most respected providers and suppliers from coast to coast.

DISCUSSION:

Natividad looks to HLB to identify and evaluate opportunities and challenges, help make informed decisions, and devise and implement strategies to reach its goals. Particular areas of assistance include inpatient and outpatient behavioral health compliance, licensing and accreditation, Medicare and Medi-Cal reimbursement, federal and state privacy and confidentiality requirements, and operational issues.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed and approved this Agreement as to legal form and risk provisions, and the Auditor-Controller has reviewed and approved as to payment provisions. This Agreement has also been reviewed and approved by Natividad's Finance Committee and Board of Trustees on January 9, 2025.

FINANCING:

The cost for this agreement is $900,000 of which $300,000 is included in the FY 2025-26 Adopted Budget. Amounts for remaining years of the agreement will be included in those budgets as appropriate. There is no impact on the General Fund with this action.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS SECTION:

The legal services provided by Hooper Lundy & Bookman advance the County's Strategic Plan in assisting in the expansion of access to exceptional health services, in the growth in non-General-Fund revenues, and in strengthening of Natividad's long-term fiscal sustainability.

X Well-Being and Quality of Life
X Sustainable Infrastructure for Present and Future
__ Safe and Resilient Communities
__ Diverse and Thriving Economy
X Administrative

Prepared by: Daniel Leon, Chief Financial Officer, 783-2561
Approved by: Charles R. Harris, M.D., Chief Executive Officer, 783-2504

Attachments:
Board Report
Hooper, Lundy and Bookman P.C. Agreement
Attachments on file with the Clerk of the Board

Introduced: 1/20/2026
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

a. Authorize the County Counsel to execute a standard agreement with Hooper, Lundy & Bookman PC, for legal services with respect to healthcare matters, for a maximum County obligation of $900,000 for a term Date Fully Executed through December 31, 2028; and
b. Authorize the County Counsel to execute up to three (3) future amendments that do not exceed 10% ($90,000) of the original agreement, do not significantly change the scope of services, and do not increase the total not to exceed amount over $990,000.

RECOMMENDATION:

It is recommended the Board of Supervisors:

a. Authorize the County Counsel to execute a standard agreement with Hooper, Lundy & Bookman PC, for legal services with respect to healthcare matters, for a maximum County obligation of $900,000 for a term Date Fully Executed through December 31, 2028; and
b. Authorize the County Counsel to execute up to three (3) future amendments that do not exceed 10% ($90,000) of the original agreement, do not significantly change the scope of services, and do not increase the total not to exceed amount over $990,000.

SUMMARY

Natividad seeks to enter into a new agreement with an existing contractor Hooper, Lundy & Bookman PC ("HLB"). As the largest law firm in the U.S. dedicated exclusively to representing health care clients, and with clients in all 50 states and two U.S. territories, the law firm represents some of the largest and most respected providers and suppliers from coast to coast.

DISCUSSION:

Natividad looks to HLB to identify and evaluate opportunities and challenges, help make informed decisions, and devise and implement strategies to reach its goals. Particular areas of assistance include inpatient and outpatient behavioral health compliance, licensing and accreditation, Medicare and Medi-Cal reimbursement, federal and state privacy and confidentiality requirements, and operational issues.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed and approved this Agreement as to legal form and risk provisions, and the Auditor-Controller has reviewed and approved as to payment provisions. This Agreement has also been reviewed and approved by Natividad's Finance Committee and Board of Trustees on January 9, 2025.

FINANCING:

The cost for this agreement is $900,000 of which $300,000 is included in the FY 2025-26 Adopted Budget. Amounts for remaining years of the agreement will be included in those budgets as appropriate. There is no impact on the General Fund with this action.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS SECTION:

The legal services provided by Hooper Lundy & Bookman advance the County's Strategic Plan in assisting in the expansion of access to exceptional health services, in the growth in non-General-Fund revenues, and in strengthening of Natividad's long-term fiscal sustainability.

X Well-Being and Quality of Life
X Sustainable Infrastructure for Present and Future
__ Safe and Resilient Communities
__ Diverse and Thriving Economy
X Administrative

Prepared by: Daniel Leon, Chief Financial Officer, 783-2561
Approved by: Charles R. Harris, M.D., Chief Executive Officer, 783-2504

Attachments:
Board Report
Hooper, Lundy and Bookman P.C. Agreement
Attachments on file with the Clerk of the Board

Docusign Envelope ID: 118260F8-808A-4AD8-9C87-844DF378781B
Docusign Envelope ID: 5ACAD689-14EF-48C7-9AFF-1A121288A438

AGREEMENT FOR SPECIALIZED ATTORNEY SERVICES

THIS AGREEMENT FOR SPECIALIZED ATTORNEY SERVICES ("Agreement") is made and entered by and between the COUNTY OF MONTEREY, a political subdivision of the State of California ("COUNTY"), and **HOOPER, LUNDY & BOOKMAN, P.C**, a California professional corporation ("ATTORNEY").

RECITALS

This Agreement is made with respect to the following facts:

A. The County may contract for legal services for the COUNTY when it is necessary and appropriate that special legal services be performed for the COUNTY and its officers and employees.

B. COUNTY desires to retain ATTORNEY to provide legal services to COUNTY regarding healthcare law matters. Accordingly, the County Counsel will provide direction with respect to its nature.

C. ATTORNEY is specially trained, experienced, expert, and competent to perform the legal services required. COUNTY specifically seeks the expertise of Alicia W. Macklin, Esq., Emily L. Brinkman, Esq., Andrea L. Frey, Esq., Linda Randlett Kollar, Esq., Jordan Kearney, Esq., and David J. Vernon, Esq. and enters into this agreement with the understanding that Alicia Macklin, Esq. and Andrea Frey will be primary attorneys providing services under this Agreement at the commencement of this engagement, although other attorneys or paralegals in the firm may be utilized on an as-needed basis.

D. COUNTY and ATTORNEY entered into an agreement for legal services dated July 1, 2018, along with amendments to that agreement (as amended, "July 1, 2018 Agreement") and mutually desire to terminate the July 1, 2018 Agreement on the effective date of this Agreement;

NOW, THEREFORE, the parties agree as follows:

1. EFFECTIVE DATE AND TERM

1.01 This Agreement shall be effective as of the date the Agreement is fully executed by COUNTY and ATTORNEY ("Effective Date") through December 31, 2028, unless earlier terminated as set forth below. This Agreement may be amended from time-to-time upon the mutual agreement of the parties.

1.02 The July 1, 2018 Agreement is terminated and superseded as of Effective Date of this Agreement, provided, however, that COUNTY shall remain responsible for paying undisputed fees and costs incurred prior to the Effective Date consistent with the terms of the July 1, 2018 Agreement.

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Docusign Envelope ID: 5ACAD689-14EF-48C7-9AFF-1A121288A438

2. SERVICES TO BE PERFORMED

2.01. Services to be Performed by ATTORNEY. COUNTY hereby hires ATTORNEY to render independent legal services to COUNTY, subject to the terms of this Agreement. Primary attorneys providing services hereunder shall include Alicia W. Macklin, Esq. and Andrea Frey, Esq., although other attorneys and paralegals in the firm may be utilized on an as-needed basis. ATTORNEY shall perform said services faithfully and well, when needed by and as requested by COUNTY. The services to be performed under this Agreement shall consist of providing advice to COUNTY regarding healthcare law matters. A specific scope of work is enclosed as Exhibit A and incorporated herein by reference. ATTORNEY shall perform only such services as are within the proficiency of the individual attorneys on ATTORNEY's staff, and ATTORNEY will take prompt and appropriate steps to protect COUNTY if any work requested is beyond such proficiency. ATTORNEY shall diligently provide such legal services as are necessary in a professional, timely manner. ATTORNEY shall perform all of its services with due regard to ethical guidelines and the COUNTY's interests.

2.02. No Conflicts of Interest. Except with respect to previously disclosed and waived conflicts of interest, ATTORNEY does not have an actual or potential interest adverse to COUNTY nor does ATTORNEY presently represent a person or firm with an interest adverse to COUNTY with respect to the matter accepted. It is specifically understood and agreed that ATTORNEY's duty of care under this Agreement is to COUNTY.

2.03. Direction from and Consultation with County Counsel. ATTORNEY shall coordinate and consult with, and receive direction from County Counsel in providing services under this Agreement. Initially, primary attorneys from the County Counsel's Office working with ATTORNEY with respect to this agreement shall be County Counsel Susan K. Blitch and Chief Deputy County Counsel Stacy L. Saetta although other deputies in the County Counsel's Office may be designated from time-to-time to work on the matter. Unless otherwise directed by County Counsel, if ATTORNEY prepares any court pleadings or County documents in the performance of services under this Agreement, including but not limited to County resolutions, staff reports, and memoranda to the Board of Supervisors or other County legislative or advisory bodies, ATTORNEY shall provide such drafts to County Counsel for review and consultation prior to finalizing any such drafts.

2.04. Reporting Requirements. ATTORNEY shall provide COUNTY with reports as may reasonably be requested by COUNTY in connection with the performance of services hereunder.

2.05. Closing Report. If this Agreement is terminated as set forth herein, or if for any reason ATTORNEY is no longer retained by COUNTY with respect to this matter, ATTORNEY, upon request of County Counsel, shall submit a sealed Closing Report describing the status of the matter, setting forth any information needed by another attorney to handle the matter. The sealed Closing Report will be expeditiously submitted, together with necessary executed Substitutions of Attorneys, to County Counsel.

Docusign Envelope ID: 118260F8-808A-4AD8-9C87-844DF378781B
Docusign Envelope ID: 5ACAD689-14EF-48C7-9AFF-1A121288A438

2.06. Oral Reports. ATTORNEY shall promptly report orally to County Counsel, in person or by telephone, any event or discovery which is of an urgent nature or requires the prompt attention of COUNTY. ATTORNEY shall promptly follow up such oral report with a Status Report or Status Update reiterating such event or discovery. ATTORNEY shall immediately advise County Counsel in writing if an actual or potential conflict of interest arises or is discovered.

3. COMPENSATION

3.01. Compensation to Attorney. As consideration for ATTORNEY's performance of services under this Agreement, COUNTY shall pay to ATTORNEY the fees and necessary expenses calculated in accordance with the hourly rate and expense method of billing. Fees and expenses are to be charged in accordance with the terms of this agreement and in accordance with the hourly rates for partners, associates, paralegals, and planners, if any, of ATTORNEY and any other terms governing fees set forth in Exhibit B, attached hereto and incorporated herein by reference. COUNTY will not pay ATTORNEY for travel time. COUNTY will reimburse ATTORNEY for the actual expenses related to the travel, as set forth below.

3.02. Budget. ATTORNEY and COUNTY agree that the budget for services pursuant to this Agreement shall not exceed the sum of Nine Hundred Thousand dollars ($900,000). ATTORNEY and COUNTY shall revise the budget as necessary to reflect additional fees and expenses required for services, and this Agreement shall be amended accordingly to provide for such budget increases. Proposed budget increases must be approved by COUNTY before increased charges or expenditures are accrued. ATTORNEY shall notify the County Counsel in writing when fifty percent (50%) and seventy-five percent (75%) of the Budget has been spent. If COUNTY does not approve additional fees and expenses required by the project beyond the initial and revised budget, COUNTY hereby consents to ATTORNEY's withdrawal as co-counsel in any cases.

3.03. Maximum Liability. The maximum amount of COUNTY's liability over the full term of this Agreement (including all items paid under paragraph 3.04) shall include the initial budget amount and any revised budget amount as provided in paragraph 3.02.

3.04. Reimbursement for Expenses.

(a) COUNTY shall reimburse ATTORNEY for all actual and necessary expenses for the following items:

(1) Deposition and transcript fees;
(2) Filing fees;
(3) Postage;
(4) Actual travel expenses, as more fully described in (b) below;
(5) Consultant and expert witness fees;
(6) Photocopying;
(7) Computerized legal research; and
(8) Other expenses when approved in advance.

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(b) COUNTY will not reimburse ATTORNEY for any non-attorney staff time or overtime for secretarial, clerical, or word processing costs connected with preparing required status reports, time spent to provide information for a fee audit, or for work not authorized by COUNTY. Travel authorized by County Counsel will be reimbursed as follows: Transportation at actual fare for economy or coach class, meals and lodging not to exceed COUNTY per diem unless authorized in advance, in accordance with the County Travel Policy, a copy of which is attached hereto as Exhibit C. COUNTY will not pay ATTORNEY for the travel time, provided, nothing herein shall restrict ATTORNEY from performing work when in transit as a passenger.

(c) ATTORNEY shall not seek any additional compensation from COUNTY as a result of ATTORNEY's representation of COUNTY under this Agreement.

3.05. Monthly Claims by Attorney. Not later than ten days after the last day of each month, or at such later time as accepted by COUNTY, ATTORNEY shall submit to COUNTY a claim, on a form or in a format approved by COUNTY, setting forth in detail the time and expense items incurred by ATTORNEY during the previous month, for which payment is sought, and setting forth such other information pertinent to the claim as COUNTY may require, while protecting the attorney-client privilege between ATTORNEY and COUNTY. The fees charges shall be calculated correctly, contain no charges previously billed, and be consistent with the approved hourly fee schedule and budget maximum set forth in Exhibit B. The following information shall be set forth accurately in or attached to the billing invoice:

(a) Staffing level, hourly rate, and redacted detailed time and activity descriptions for each attorney, paralegal, and/or planner, including but not limited to time spent with respect to conferences, correspondence, telephone calls, hearings, meetings, research, project review, depositions, document filing, and trials; and

(b) Invoices supporting all outside costs.

3.06. Payment of Monthly Claims by COUNTY. COUNTY, through the Office of the County Counsel, shall certify ATTORNEY's claim, either in the requested amount or in such other amount as County Counsel approves in conformity with this Agreement. County Counsel shall promptly submit such certified claim to the Auditor, Risk Manager or third-party claims administrator for COUNTY. The Auditor, Risk Manager or third-party claims administrator shall thereafter pay the balance of the certified claim not later than 45 days after receipt of the certified claim.

3.07. Disputed Payment Amount. If for any claim, COUNTY certifies a lesser amount than the amount requested, and if ATTORNEY desires to dispute the amount so certified, ATTORNEY must submit a written notice of protest to COUNTY within 20 days after ATTORNEY's receipt of the certification. The parties shall then 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.

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3.08. Conflicting Payment Provisions. The provisions regarding payment set forth in this portion of the Agreement prevail over any conflicting provisions that may be found in any of the exhibits to this Agreement.

4. INDEMNIFICATION AND INSURANCE

4.01. Indemnification. ATTORNEY shall indemnify, defend, and hold harmless the COUNTY, its officers, agents, and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, ATTORNEY'S and/or its agents', employees' or subcontractors' negligent acts or omissions in the performance of this Agreement, excepting only loss, injury or damage caused by the gross negligence or willful misconduct of COUNTY, its officers or employees. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the COUNTY. The ATTORNEY shall reimburse the COUNTY for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the ATTORNEY is obligated to indemnify, defend and hold harmless the COUNTY under this Agreement. Notwithstanding the foregoing indemnification obligations, ATTORNEY's indemnity obligation arising from any unauthorized use or disclosure of protected health information, including any breaches of protected health information, will be limited to $5,000,000.

4.02. Evidence of Coverage. Prior to commencement of this Agreement, ATTORNEY 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, ATTORNEY 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. This approval of insurance shall neither relieve nor decrease the liability of ATTORNEY.

4.03. Qualifying Insurers. All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by COUNTY's Purchasing Manager.

4.04. Insurance Coverage Requirements. Without limiting ATTORNEY's duty to indemnify, ATTORNEY shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

(a) 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.

☐ Exemption/Modification (Justification attached; subject to approval).

(b) Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this

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Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
☐ Exemption/Modification (Justification attached; subject to approval).

(c) Workers' Compensation Insurance, if ATTORNEY 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.
☐ Exemption/Modification (Justification attached; subject to approval).

(d) 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 ATTORNEY shall, upon the expiration or earlier termination of the 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.
☐ Exemption/Modification (Justification attached; subject to approval).

(e) Cyber liability Insurance. ATTORNEY agrees to obtain and maintain, at its sole expense, liability insurance on a claims-made basis, covering any and all claims, liabilities, demands, damages, losses, costs expenses, fines, and compliance costs arising from a breach of the obligations as a Business Associate, as that term is defined in the Business Associate Agreement ("BAA") attached as Exhibit "D" to this Agreement, its officers, employees, agents and its subcontractors under this Agreement. Without limiting the foregoing, at a minimum, ATTORNEY'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 patients served under this agreement:

Unique Patients	Coverage
Less than 12,001	$2,000,000
12,001 – 30,000	$3,000,000
30,001 – 60,000	$5,000,000
More than 60,000	$10,000,000

If ATTORNEY 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 ATTORNEY. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Covered Entity as that term is defined in the BAA (Exhibit "D"). Such insurance coverage will be maintained for the term of this Agreement, and a copy of such policy or a certificate evidencing the policy shall be provided to Covered Entity at Covered Entity's request.

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(f) Other Insurance Requirements. All insurance required by this Agreement shall be with a company acceptable to COUNTY and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date ATTORNEY completes its performance of services under this Agreement.

Each liability policy shall provide that COUNTY shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for ATTORNEY and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the ATTORNEY'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 ATTORNEY's insurance. The required endorsement form for Commercial General Liability Additional Insured is ***ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000)****. The required endorsement form for Automobile Additional Insured endorsement is* ***ISO Form CA 20 48 02 99****.*

Prior to the execution of this Agreement by COUNTY, ATTORNEY shall file certificates of insurance with the COUNTY's contract administrator and COUNTY's Contracts/Purchasing Division, showing that the ATTORNEY has in effect the insurance required by this Agreement. The ATTORNEY 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.

ATTORNEY shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by COUNTY, annual certificates to COUNTY's Contract Administrator and COUNTY's Contracts/Purchasing Division. If the certificate is not received by the expiration date, COUNTY shall notify ATTORNEY and ATTORNEY shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by ATTORNEY to maintain such insurance is a default of this Agreement which entitles County, at its sole discretion, to terminate this Agreement immediately.

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5. TERMINATION

5.01. Termination by COUNTY. COUNTY may terminate this Agreement at any time for its convenience and without cause. Upon such termination, ATTORNEY shall promptly comply with the provisions of paragraph 2.05. COUNTY shall pay to ATTORNEY all sums then due and owing for services performed through the effective date of the termination, subject to all other provisions of this Agreement.

5.02. Termination by ATTORNEY. ATTORNEY may terminate this agreement at any time upon giving thirty (30) days written notice to COUNTY. Upon such termination, and unless COUNTY notifies ATTORNEY in writing that it will not need a substitute co-counsel, ATTORNEY shall continue to provide such services as COUNTY may require until such time as COUNTY is able to identify a substitute co-counsel to render necessary services. COUNTY shall not unreasonably delay in identifying such substitute co-counsel or in providing written notice that it will not require a substitute co-counsel. ATTORNEY shall also immediately comply with the provisions of paragraph 2.05. COUNTY shall pay to ATTORNEY all sums due and owing for services performed through the effective date of the termination, subject to all other provisions of this Agreement.

6. GENERAL PROVISIONS

6.01. Non-assignment. ATTORNEY shall not assign or transfer this Agreement, or any part thereof, without the written consent of COUNTY, nor shall ATTORNEY assign any monies due or to become due to ATTORNEY hereunder without the previous written consent of COUNTY.

6.02. Independent Contractor. Nothing in this Agreement shall be construed or interpreted to make ATTORNEY anything but an independent contractor and in all ATTORNEY's activities and operations pursuant to this Agreement, ATTORNEY shall for no purposes be considered an employee or agent of COUNTY.

6.03. No Authority to Bind COUNTY. It is understood that ATTORNEY, in the performance of any and all duties under this Agreement, has no authority to bind COUNTY to any agreements or undertakings with respect to any and all persons or entities with whom ATTORNEY deals in the course of business.

6.04. Nondisclosure of Information. ATTORNEY shall not disclose, without express written consent of COUNTY, any information relating to COUNTY which has been submitted by COUNTY to ATTORNEY pursuant to the services to be rendered pursuant to this Agreement. ATTORNEY shall not disclose, without express written consent of COUNTY, any information relating to COUNTY business which has been submitted by COUNTY to ATTORNEY pursuant to the services to be rendered pursuant to this Agreement. In the event that this Agreement is terminated, ATTORNEY shall immediately return to COUNTY all papers, documents and the like belonging to COUNTY and follow the procedures set for in Paragraph 2.05 concerning the Sealed Closing Report.

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6.05. Notices.

(a) Notices permitted or required to be given to the respective parties under this Agreement shall be deemed given (1) when personally delivered to the COUNTY or to ATTORNEY's principal partner contact; (2) when personally delivered to the party's principal place of business during normal business hours (i.e., to the office of the Monterey County Counsel in Salinas, California, or to ATTORNEY's office), by leaving the notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by fax machine to the other party, to the fax number indicated below; or (4) 3 days after the notice is deposited in the U.S. mail (by first class, certified, registered, or express mail), with postage fully prepaid, addressed to the party as indicated below.

(b) Notices mailed to the parties shall be addressed as follows:

To COUNTY:

Stacy L. Saetta, Chief Deputy County Counsel
Susan K. Blitch. County Counsel
Office of the County Counsel
County of Monterey
168 West Alisal Street, Third Floor
Salinas, California 93901
Phone Number: (831) 755-5045
Fax Number: (831) 755-5283

To ATTORNEY:

Alicia W. Macklin, Esq.
HOOPER, LUNDY, & BOOKMAN, P.C.
1875 Century Pk East
1600
Los Angeles, CA 90067
Phone Number: (310) 551-8161
Fax Number: (310) 551-0304

(c) The mailing addresses and fax numbers specified in paragraph (b) may be changed by either party, by giving notice to the other in the manner provided herein.

6.06. Subcontracting. ATTORNEY shall not subcontract or otherwise assign any portion of the work to be performed under this Agreement without prior written approval of COUNTY. Any and all subcontracts shall be subject to the provisions contained in this Agreement.

6.07. Modifications. This Agreement may be modified or amended only by written agreement of the parties. No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the parties hereto.

6.08. Nonwaiver. No covenant or condition of this Agreement can be waived except by the written consent of COUNTY. Forbearance or indulgence by COUNTY in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by ATTORNEY. COUNTY shall be entitled to invoke any remedy available to COUNTY under this Agreement or by law or in equity despite said forbearance or indulgence.

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6.09. Sole Agreement. This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this Agreement shall be of no force or effect excepting a subsequent modification in writing, signed by the parties hereto.

6.10. Venue. If any party herein initiates an action to enforce the terms hereof or declare rights hereunder, the parties agree that venue thereof shall be the County of Monterey, State of California.

6.11. Construed Pursuant to California Law. The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California

6.12. Exhibits. The following exhibits are attached hereto:

Exhibit A – Scope of Services
Exhibit B – Fees and Expenses
Exhibit C – County Travel Policy
Exhibit D – Business Associate Agreement

[signatures on next page]

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IN WITNESS WHEREOF, COUNTY and ATTORNEY have caused this Agreement to be executed:

COUNTY OF MONTEREY

DATED: _____

By _____
Susan K. Blitch
County Counsel
County of Monterey

HOOPER, LUNDY, & BOOKMAN, P.C.

DATED: 1/2/2026 | 1:26 PM PST

By Signed by: Alicia W. Macklin
Alicia W. Macklin, Esq.
Partner

APPROVED AS TO FORM AND LEGALITY:

SUSAN K. BLITCH, County Counsel

DATED: 1/2/2026 | 1:47 PM PST

By DocuSigned by: Stacy Saetta
Stacy L. Saetta
Chief Deputy County Counsel

APPROVED AS TO FINANCIAL TERMS

DATED: 1/12/2026 | 3:40 PM PST

By DocuSigned by: Patricia Ruiz
Title Auditor Controller Analyst I

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EXHIBIT A

SCOPE OF SERVICES

ATTORNEY shall provide independent legal services and representation of COUNTY consisting of providing advice to the COUNTY regarding healthcare law matters, and, in particular, hospital law; public agency transactions, behavioral health and community-based counseling; health information privacy and security; fraud and abuse, Stark, and Anti-Kickback counseling; and medical staff operations. Any legal advice in connection with a specific litigation shall be the subject of a further agreement or amendment.

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EXHIBIT B

FEES AND EXPENSES

COUNTY shall pay ATTORNEY the fees and necessary expenses for services performed under this Agreement. ATTORNEY's fees are based upon the number of ATTORNEY personnel hours devoted to a client's matters, and the then-existing hourly rates for the personnel involved.

ATTORNEY's personnel hourly rates are the following for 2026, 2027, and 2028, which represent a 15% discount off the firm's preferred rates with a not to exceed 5% annual upward adjustment:

Position	HLB 2026 Hourly Rate	Discounted Rate 2026	Discounted Rate 2027	Discounted Rate 2028
Partner	$995-1,300	$845-1,105	$888-1,160	$930-$1,218
Sr. Counsel	$970-970	$825-825	$865-865	$910-910
Associate	$555-935	$471-795	$495-834	$520-876
Paralegal	$455-525	$386-446	$406-468	$426-490

For example, the attorneys listed in Section C of the Recitals have the following rates for 2026: Alicia W. Macklin's discounted hourly rate is $905. Andrea L. Frey's discounted hourly rate is $865. Emily L. Brinkman's discounted hourly rate is $825. Linda R. Kollar's discounted hourly rate is $975. Jordan Kearney's discounted hourly rate is $905. David Vernon's discounted hourly rate is $905. The rates under this Agreement are significantly discounted from the firm's typical rates and comparable to the billing rates customarily extended to other public entities. As noted above, ATTORNEY's hourly rates will be increased in 2027 and 2028 by5% annually. Variations in ATTORNEY's current hourly rates may be made in some cases, either upward or downward, via a written amendment signed by the parties, to account for complexity of issues, uniqueness of services, expertise of the involved attorney, etc.

In addition to fees, ATTORNEY also charges for expenses incurred by ATTORNEY on COUNTY's behalf. These expenses shall be paid in accordance with Section 3.04 of this Agreement.

ATTORNEY will bill all such overhead expenses as costs advanced. ATTORNEY shall submit an invoice to the COUNTY no later than the 10th of the month following the month of service for work performed and costs advanced. Invoices shall be submitted to:

Stacy L. Saetta
saettasl@countyofmonterey.gov
Chief Deputy County Counsel
Office of the County Counsel
168 West Alisal Street, 3rd Floor
Salinas, CA 93901

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EXHIBIT C

COUNTY'S TRAVEL AND BUSINESS EXPENSE REIMBURSEMENT POLICY

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TRAVEL AND BUSINESS EXPENSE REIMBURSEMENT POLICY

Revised December 11, 2012

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I. PURPOSE

The purpose of this policy is to establish uniform travel and business expense reimbursement policies, rules and claim procedures for persons authorized to conduct County business.

II. SCOPE

The County travel and business expense reimbursement policy applies to all County employees, members of legislative bodies established by the Board (salaried or not), non-County employees (such as contractors who receive travel and/or business expense reimbursements) and volunteers traveling on County business.

III. DEFINITIONS

Unless the context otherwise requires, the definitions contained in this part govern the construction of this policy. They do not necessarily apply in other County contexts.

A. Accountable Expense Reimbursement Plan

Reimbursements of travel and other business expenses to a County employee, contractor or volunteer will be considered to be made under an "Accountable Expense Reimbursement Plan" if the following three requirements are met:

- The person substantiates his or her expenses by submitting an expense report with
  1) the amount of the expenditure,
  2) the time and place of the travel or business entertainment,
  3) the business purpose of the expenditure, and
  4) the names and business relationship of any persons entertained.
- The person documents the expenses with supporting receipts, paid bills, etc. within 60 days after the expense is paid or incurred, and
- Excess advances, if any, are repaid to the County within 120 days after the expense is paid or incurred.

"County" means the County of Monterey.

B. County Business

"County business" means the activity directly related to the ordinary, necessary and/or required business functions of the County of Monterey ("County"). It does not include travel or expenses related to an employee's participation in the County's Educational Assistance Program or commuting expenses (a non-reimbursable expense).

C. County Employee

"County employee" means any County officer or employee, whether elected or appointed, filling a budgeted position approved by the Board of Supervisors.

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Independent contractors and their employees are not County employees.

D. County Traveler

"County traveler" means any County employee, authorized non-County employee (such as a contractor) or volunteer traveling on County business. Agency temporary employees are not covered by this policy and are not reimbursable for travel.

E. County Volunteer

"County volunteer" means a person, other than a County employee, who performs volunteer work authorized by a department or the Board of Supervisors for the County, such as a department volunteer, a commissioner or a member of an interview panel. It does not include agency temps, inmates, wards or probationers working for the County.

F. Home

"Home" means the actual dwelling place of the County traveler without regard to any other legal or mailing address.

G. Main or Regular Place of Work

"Main or regular place of work" means the principal place of business for the County employee or the principal location to which the County volunteer/contractor is assigned to work for the County. This may be the place at which s/he spends the largest portion of his/her regular County workday or working time or, in the case of field workers, the assigned location/headquarters to which s/he returns upon completion of regular or special assignments.

H. Meals

Meals that are 1) directly related or associated with bona fide County business matters and 2) approved for reimbursement by a member of the Board of Supervisors or a department head (or his or her designee) will be considered a reimbursable County business expense, if incurred in connection with out-of-County business travel or while conducting in-County business. Also, reimbursement for the provision of in-kind meals to employees on the business premises of the County will only be allowed if there is a substantial non-compensatory business reason for providing such meals to employees.

I. Temporary Work Location

"Temporary work location" means the place where the County employee, volunteer or contractor is assigned on an irregular or short-term basis. If an employee is assigned to a work location for no more than 35 work days during a calendar year, then the location is considered temporary. Attending conferences, meeting or training sessions away from the main or regular place of work by County employees or volunteers, or field

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workers conducting fieldwork at off-site locations, does not normally constitute assignment to another site. If the employee is assigned for more than 35 work days during the calendar year, the new location has become the main or regular place of work.

J. Vehicle

"Vehicle" means a motor vehicle, which can be legally operated on public highways.

IV. AUTHORIZATION TO TRAVEL

A. General Conditions

1. Travel will be authorized only when the travel is necessary and in the best interest of the County.

2. Advance authorization is required for all County travel, as specified in B & C.

3. Advance written authorization from the County Administrative Officer is required for all County travel by County volunteers, except as follows:

   a) Travel by appointed members of County boards, commissions, or advisory committees to and from the official meetings of their respective boards.

   b) Travel to and from the County for members of personnel interview panels, subject to authorization by the Human Resources Department.

   c) Travel to and from meetings, conferences and training covered by the County MHSA plan, subject to authorization by the Behavioral Health Program Manager or designee.

B. In-County Travel

County employees are authorized to travel within the County when said travel is required by the department and is considered a part of the routine, day-to-day official duties of the employee as defined and authorized by the department head or his/her designee. All other in-County travel requires advance authorization by the department head or his/her designee.

C. Out-of-County Travel

1. All travel outside of the County, but within the State of California, requires advance authorization by the department head, or his/her designee. Travel by immediate staff of a member of the Board of Supervisors requires the advance authorization of the respective Board member.

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2. All travel outside of the State of California requires advance written authorization by the department head, or his/her designee. Travel by immediate staff of a member of the Board of Supervisors requires the advance authorization of the respective Board member.

3. Authorization for out-of-state travel by current members of the Board of Supervisors is subject to the guidelines established by the Board.

D. Travel Requests

Travel requests that require department head authorization shall be submitted to the department head pursuant to department policy. If the traveler is requesting a travel advance, an approved "County of Monterey Travel Request" form (usually in the form of a "white claim" or "GAX"), accompanied by all documentation relative to the request, shall be forwarded to the Auditor-Controller.

V. TRAVEL EXPENSES

A. General Conditions

1. County travelers are entitled to submit a claim for actual and necessary expenses for transportation, meals, lodging, and incidentals for authorized travel, subject to the conditions set forth in this Travel and Business Expense Reimbursement Policy ("Policy"), whenever the expenses are incurred as part of his/her official duties and authorized because the County traveler is required to work, attend a school, training, meeting or convention overnight at a location sufficiently distant from main or regular place of work to qualify under this policy for meal per diem and overnight lodging.

2. Notwithstanding Section 1 above, claims shall be paid subject to the rules set forth in this Policy and statutory law. Eligibility to submit a claim does not automatically entitle the claimant to reimbursement for any and all expenses.

3. County travelers receiving reimbursement from an outside source for travel on County time shall forward said reimbursement to the County Auditor-Controller for handling and deposit if the traveler intends to submit an expense claim to the County or use County resources to travel. Said travelers shall then be entitled to submit a claim for actual and necessary expenses for transportation, meals, lodging, and incidentals, subject to the conditions set forth in this travel policy.

4. Arrangements for transportation, lodging or registration fees that have cancellation or change penalties shall be carefully monitored by the department. If cancellation/change occurs due to direction by the County traveler's department head, or his/her designee, or the County Administrative Officer, the County department will cover the penalty cost. If the cancellation/change occurs due to a traveler's personal request or obligations, the traveler will be required to pay the

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penalty. Exceptions shall be made when a traveler is unable to travel because of hospitalization, serious sickness or death of self or an immediate family member or when the department head certifies that the reason for the employee's absence was legitimate and authorized.

B. Transportation Expenses

1. General Conditions

   a) Transportation expenses are the direct costs related to movement of the County traveler from authorized point of departure to destination of travel and back to the authorized point of return.

   b) All transportation expenses incurred shall be based upon the most efficient, direct, and economical mode of transportation required by the occasion.

   c) Whenever a time frame is established as criteria for eligibility for claiming, such as the requirements set forth for meals in Section V, subsection C. 1. d., estimated travel time shall be based upon legal vehicle speed limits, volume of traffic, and weather conditions in effect at the time of travel.

2. Vehicle Transportation

   Vehicle use (both County-owned and private) by authorized County travelers during the conduct of official County business is subject to the County Vehicle Use Policy.

   a) Private Vehicle

      (1) Travel by private vehicle will be reimbursed at the IRS rate for business use of a personal vehicle in effect in the County at the time of travel.

      (2) Authorized County travelers who travel in a vehicle other than their own may not claim mileage for business use of a private vehicle but may claim reimbursement of actual fuel expenses necessary for the trip and expended by the traveler. Receipts are required and should be claimed by the employee actually paying the expense.

      (3) Authorized County travelers may not claim mileage for business use of a private vehicle in the following instances:

         (a) when the County traveler is riding with someone who will be claiming reimbursement for the vehicle's use from the County or another source;

         (b) when the County traveler is traveling in a County or other government

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agency vehicle;

(c) when the County traveler is traveling in a rented vehicle (paid by County);

(d) when the County traveler has been assigned a County Vehicle for home retention, is receiving an allowance or lump sum for mileage, unless specifically provided for in the terms of their agreement or contract with the County or by Board resolution.

(4) County employee mileage to the regular or main place of work from home, and back, is considered commuting and may not be claimed.

(5) County employee mileage to the temporary work location from home, and back, is considered commuting and may not be claimed except in the following cases:

(a) if the County employee is required to report to the regular or main place of work before reporting to the temporary work location, s/he is eligible for mileage from the regular or main place of work to the temporary work location;

(b) if the County employee is required to report to the regular or main place of work after working at the temporary work location and before going home, s/he is eligible for mileage from the temporary work location to the regular or main place of work.

(6) Mileage in conjunction with authorized County travel to and from a school, training, convention or meeting shall be based on the distance to the destination from the traveler's home or the regular or main place of work, whichever is less, except in the following cases:

(a) if the traveler is required to report to his/her work location before leaving, s/he is eligible for mileage to the school, training, convention/meeting from the work location.

(b) if the traveler is required to report to his/her work location before returning home, s/he is eligible for mileage based on the distance from the school, training, convention/meeting to the work location.

(7) Appointed volunteer members of County boards, commissions, or advisory committees may claim mileage to the official meetings of their respective boards from home, and back.

(8) Members of personnel interview panels may claim mileage to the panel location from their regular or main place of work, and back.

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(9) When two or more County travelers from the same department are traveling to the same site by vehicle, they should use only as many vehicles as are required to accommodate the number of travelers and business needs of the County. If a County traveler chooses to use a separate private vehicle because of personal preferences or obligations, h/she shall not be eligible for mileage or fuel reimbursement for the travel unless the department head determines that reimbursement is appropriate and justified.

(10) If a County traveler chooses to use a private vehicle instead of an alternative mode of transportation chosen by the department head because of personal preferences or obligations, his/her mileage reimbursement shall not exceed the cost of using the alternative mode of transportation unless the department head determines that the additional reimbursement is appropriate and justified.

b) County Vehicle Transportation

(1) County travelers using a County vehicle for traveling shall not be eligible for reimbursement for mileage.

(2) County travelers required to fuel a County vehicle at their own expense should claim the actual fuel costs expended by them. Receipts must accompany the claim. Vehicle license number and the odometer reading should be written on the receipts.

(3) If the County vehicle experiences mechanical failure, the County traveler shall follow the rules set forth in the "Mechanical Failure" section of the "Vehicle Operator's Handbook" located in the glove compartment of each County vehicle.

c) Rental Vehicle Transportation

(1) Vehicles may be rented for transportation at the destination point when the County traveler travels to the destination via commercial common carrier and the cost of the rental will be less than the charge for shuttle or taxi service to and from the carrier termination point to the function or hotel accommodations.

(2) Vehicles may be rented for transportation to the destination point when the cost of the rental will be less than other reasonable and available modes of transportation.

(3) If more than one County traveler from the same department is traveling to the same function, only one rental vehicle may be claimed and then only if

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it is available for use by all of the County travelers.

(4) The County traveler shall choose the least expensive size and mileage limits appropriate to the use required. Rental expenses for luxury cars, motorcycles and recreational vehicles may not be claimed.

(5) Rental cars shall be refueled prior to return to the rental agency to reduce cost to the County. Rental cars should be returned to the renting location and on time to avoid additional charges.

(6) When traveling domestically the County traveler shall waive additional vehicle insurance (except for additional driver and coverage for drivers under 25 years of age), provided that the employee has his/her own vehicle insurance coverage. When traveling internationally additional insurance should be accepted if the traveler lacks other similar coverage.

(7) An original car rental receipt showing the number of days and type of vehicle rented is required for vehicle rental claims. A copy of the receipt or a credit card receipt alone is insufficient.

d) Commercial Carrier Transportation

(1) County travelers shall seek and attempt to use the lowest rates available for the type of commercial carrier service being utilized. Whenever possible, travelers should take advantage of flight arrangements that minimize County cost (for example, purchasing a round trip ticket may be less expensive than two one-way tickets). Reservations should be made as far in advance as possible to take advantage of available discounts and special offers. Travel agents that have added ticket handling charges should be avoided.

(2) Claims for travel via commercial carrier shall be limited to the cost of travel at economy rates for the same day and time of travel or actual cost, whichever is less. County travelers may upgrade tickets, provided that the traveler and not the County pay for the difference in cost for such upgrade. The County will not reimburse any type of travel insurance unless the Department Head requests the traveler to purchase cancellation coverage. Reasonable baggage charges, if imposed by the airline, on the first checked bag are reimbursable.

(3) Claims for commercial carrier tickets shall be substantiated by an original ticket document (such as an e-ticket or passenger receipt ticket copy) showing the price, date, date/time of travel and class of travel. A copy of the credit card receipt or statement from a travel agency alone is insufficient.

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(4) County business traveler may retain frequent flyer/hotel rewards and similar program benefits. However, participation in these programs must not influence flight/hotel/etc. selection, which would result in incremental cost to the County beyond the lowest available airfare/hotel cost unless the difference is paid by the traveler. Free tickets or cash allowances for volunteering to be denied timely boarding may be retained by the traveler but no additional cost to the County or interruption of County work is allowed and any additional time required to complete the trip is to be personal time.

(5) Should a Saturday night stay reduce the cost to the County of a ticket more than the total of any additional hotel/meal/parking cost, the costs to do so are reimbursable to the traveler but should be well-documented with a clear savings to the County.

e) Private Aircraft Transportation

(1) Traveling by private aircraft which is flown by a County employee may be authorized if it will be the most efficient means of travel and the flight is incidental to the purpose of the County travel. Said use shall require the advance written approval of the County Administrative Officer. If approved, the following must be provided to the Auditor-Controller's Office in advance of the travel:

(a) a copy of the pilot's Federal Aviation Administration (FAA) pilot's certificate and instrument rating for the category and class of aircraft to be flown and the type of flying to be performed;

(b) a copy of the pilot's current medical certificate;

(c) a copy of the FAA Pilot Proficiency Award Program certificate issued to the pilot within the twelve months prior to the flight;

(d) a copy of the pilot's flight log showing a minimum of 250 hours of flight time within the twelve months prior to the flight;

(e) a certificate of public liability and property damage insurance of not less than $1,000,000 naming the County as an additional insured.

(2) Traveling by private aircraft, which is flown by a non-County employee, except for flights conducted by members of the Sheriff's Air Squadron in the performance of their official duties, is normally prohibited.

(3) County travelers who operate a private aircraft in connection with approved County travel may be reimbursed the actual cost paid by the

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traveler for fuel used by the aircraft on the trip or the County's mileage rate for each air mile at the travelers option.

f) Other Transportation Expenses

(1) The following necessary transportation expenses may be claimed at actual cost (receipt required) when directly related to transporting the County traveler to and from the business destination point:

(a) taxi, shuttle, or public transit fares;

(b) parking fees (airport long-term parking is required for travel exceeding 24 hours);

(c) bridge, road or ferry tolls;

(d) other actual transportation expenses determined to be reasonable and necessary by the department head and the Auditor-Controller.

(2) The following transportation expenses may not be claimed:

(a) traffic and parking violations;

(b) emergency repairs or non-emergency repairs on non-County vehicles;

(c) personal travel while at an out-of-County location;

(d) other actual transportation expenses determined to be unreasonable or unnecessary by the department head or the Auditor-Controller.

C. Meal Expenses

1. Eligibility for Meals

a) County employees, contractors and volunteers may be reimbursed for in-County meal costs that are 1) ordinary (not extravagant) and necessary, 2) directly related or associated with bona fide County business matters and 3) approved by a member of the Board of Supervisors or a department head (or his or her designee). County business discussions associated with a meal must be conducted in a "clear business setting".

b) County travelers involved with in-County travel that does not require an overnight stay away from their home are not eligible to claim for meals taken outside the County, unless the requirements of paragraph a) above are met, or unless provided for in a Board of Supervisor-approved written County policy.

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c) County travelers on out-of-County business travel that requires an overnight stay away from their home are eligible to claim for meals taken out-of-County.

d) County travelers are eligible to claim the meal reimbursements noted below for travel requiring overnight lodging if the total travel time (work time, plus the lunch period plus round-trip travel time) is estimated to equal or exceed 12 hours.

(1) Breakfast may be claimed if the County traveler must reasonably be away from home because of County business travel at or before 7:00 a.m.

(2) Lunch may be claimed if the County traveler must reasonably be away from home because of County business travel at or before Noon.

(3) Dinner may be claimed if the County traveler must reasonably be away from home because of County business travel at 7:00 p.m. or after.

e) Snacks are a personal expense, not reimbursable.

f) Claims for meals purchased by a County employee or volunteer on behalf of federal, state or local public officials or employees is prohibited, including any other Monterey County employees, unless provided for under other Board of Supervisor approved written County policies.

g) County travelers are not eligible to claim meals or other expenses for those persons who are not otherwise eligible to file a claim themselves for County reimbursement.

h) County travelers are not eligible to keep or claim per diem allowances for anyone other than themselves.

2. Meal Claims

a) The County maximum full day meal and incidental expenses rate shall be equal to the maximum federal per diem meal and incidental expenses (M&IE) rate established by the GSA. Said maximums include taxes and gratuities.

b) Meal expense amounts shall be calculated by the Auditor-Controller for first and last partial days of travel based on the maximum federal per diem meal rate for the appropriate meal(s).

c) Claims for out-of-County meals taken in conjunction with travel that includes an overnight stay away from the traveler's home shall be reimbursed in the form of a "per diem allowance", which means the traveler is eligible to be reimbursed at the maximum rate allowed and receipts are not required (except for Board of

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Supervisor Members). Partial days shall be reimbursed at the appropriate meal rate.

d) Allowable meal costs may only exceed the prescribed per diem rates if the meal is being served at a conference or workshop and the costs of the speaker, conference, and/or registration are included in the price. The agenda/brochure or other documentation describing the event and the price must accompany the claim to the Auditor-Controller's Office.

e) A County traveler may not claim a per diem allowance or reimbursement for any meal which is provided, or otherwise available, to the County traveler with the lodging or function, whether or not there is an actual charge for the meal. For example, if lunch is provided at the function or breakfast is included in the cost of lodging, the traveler may not claim a per diem allowance or request reimbursement for eating elsewhere. For purposes of this section, continental breakfast and meals provided during airline or other commercial carrier travel do not constitute provided meals and do not need to be deducted from the per diem allowance. A County traveler may not claim a per diem allowance for a meal that was paid for by someone else.

f) If a breakfast is included in the cost of lodging, the traveler may not claim for a breakfast meal; however, s/he may apply the next day's breakfast allowance amount towards the maximum lodging amount. For example, if the maximum lodging amount is $79.00 and the breakfast allowance is $8.00, the employee may claim up to a maximum of $87.00 for lodging which includes a continental breakfast. (For purposes of this section, continental breakfast does not constitute a provided breakfast meal.)

g) Claiming for alcoholic beverage expenses are prohibited in all cases.

h) As required by California Government Code 53232.2 Board of Supervisors members must provide receipts for all meals and will be reimbursed at the lower of the appropriate per diem amount or the actual expense.

D. Lodging Expenses

1. Eligibility for Lodging

a) County travelers are not eligible to claim for lodging for in-County functions.

b) For out-of-County business that is conducted on one business day, if the County traveler's actual time for the day is estimated to equal or exceed 12 hours (including work time, the lunch period and round-trip travel time), then the County traveler will have the option of securing one night's lodging at either the

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front-end or back-end of the trip. Illustration: A member of the County Board of Supervisors who resides in Monterey County is required to attend a one-day business meeting in Sacramento. The Board member estimates that his total time for the day without obtaining lodging would be 14 hours (8 hours of meetings, 1 hour for lunch and 5 hours for round-trip travel). The Board member will have the option of securing one night's lodging in Sacramento, either the night before the meeting, or after conclusion of the meeting.

c) For out-of-County business that requires multiple business days, if County travelers are eligible to claim lodging for the first and last evenings of an out-of-County trip, they are also eligible to claim lodging for any evenings that fall in between the first and last evenings of the trip.

d) County travelers are not eligible to claim reimbursement of lodging costs when staying overnight as a guest of friends or relatives.

2. Lodging Claims

a) Lodging expenses shall be claimed at either the actual cost of the lodging (limited to the single occupancy rate for a single room) or the County's maximum lodging rate (Federal Per Diem Rate), whichever is less. Receipts are required. Taxes are in addition to the Federal Per Diem Rate.

b) Lodging costs may exceed the County's maximum lodging rate only when a conference, meeting or convention is being sponsored by an organization of which the County, the department or employee is a member, the lodging may be claimed at the actual cost if seminars or meetings are to be held at the particular hotel and/or events are scheduled for evening hours, and the department head has given advance written authorization.

c) An original room folio receipt, showing the number of days and the number of occupants, is required for lodging claims. A copy of the receipt, travel agency statement or a credit card receipt alone is insufficient.

d) When a room is shared with a fellow County traveler, the expense may either be prorated, and the prorated amount claimed by each County traveler, or one County traveler may claim the total expense at the multiple occupancy rate.

e) When a room is shared with a person other than a County traveler and said person will also be claiming reimbursement from the County or another source, the amount shall be prorated between the two travelers.

f) Lodging expense may not be claimed for guests of the County traveler. Where expense for a family member or friend is included in the receipt, the claim must not exceed the single occupancy rate.

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g) Special lodging, such as accommodations in apartments, RV parks, campgrounds or other semi-permanent lodgings, shall require advance written authorization of the County Administrative Officer and the Auditor-Controller.

h) County travelers should inquire when making lodging arrangements whether the County is exempt from Transient Occupancy Taxes (TOT) in the locale where they are staying and should provide the necessary form to the lodging facility, if required to do so to obtain the waiver.

h) Except when registering for lodging at a pre-arranged group rate in conjunction with a conference or meeting, County travelers shall request the government rate or lowest available eligible rate when making lodging arrangements.

i) Travelers are responsible for canceling hotel rooms before the cancellation period ends and should record the cancellation number in case of disputes. Travelers will not be reimbursed for "no-show" hotel charges unless there are unavoidable reasons for not canceling the room.

j) When multiple country travelers are traveling together and the rooms are put on one invoice, one traveler may take care of the invoice but should provide the details on who stayed in each room on the invoice.

E. Registration Fees

Conference, convention and seminar registration and tuition fees may be claimed at the actual cost, provided that the agenda/brochure or other documentation describing the event, including the price, accompanies the approved claim to the Auditor-Controller's.

F. Other Travel Expenses

1. County travelers are eligible to claim a per diem incidental allowance, limited to the maximum federal per diem incidental rate established by the IRS, for each day of travel requiring an overnight stay away from the traveler's home. Said allowance covers fees and gratuities for persons who provide services, such as food servers and luggage handlers, and does not require receipts (Except for Board of Supervisors Meals). If applicable (such as a Board of Supervisor meal), gratuities are limited to not exceed 15% of the service costs unless billed by a provider's standard policy at a higher rate.

2. County travelers are eligible to claim the following expenses at actual cost, even if they also qualify for a per diem incidental allowance. Receipts are required.

   a) County business calls (traveler must annotate purpose of call on the bill)

   b) fax machine charges incurred to send or receive documents for County use.

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c) copy machine charges incurred to copy documents for County use.

d) Internet access connection and/or usage fees away from home not to exceed $15.00 per day, if Internet access is necessary for county related business.

e) other business related expenses determined to be reasonable and necessary by the department head and the Auditor-Controller.

VI. OTHER COUNTY BUSINESS EXPENSES

A. General Guidelines

In the course of conducting County business, employees, contractors or volunteers may incur business expenses (including meal expenses pursuant to Section V.C) on behalf of the County. Such expenses will be approved for reimbursement if the disbursement meets the following requirements:

- The disbursement is for an ordinary (not extravagant) and necessary expense of conducting County business, or is an expense that is required by the County,
- The expense is approved by a member of the County Board of Supervisors, or a County department head (or his or her designee), and
- The payee accounts for the expense in accordance with the rules for a "Accountable Expense Reimbursement Plan", as set forth in the Internal Revenue Code and related regulations.

B. Taxation of Business Expense Reimbursements

If a reimbursement to an employee, contractor or volunteer meets the requirements of an "Accountable Expense Reimbursement Plan", then such reimbursement will not be reportable for federal or California income tax purposes.

VII. CLAIMING PROCEDURES FOR OUT-OF-COUNTY TRAVEL

A. Travel Advance Claims

1. Authorizations and Eligibility

a) Travel advances are strongly discouraged and are only available to County employees. The issuance of travel advances creates double work for departmental and auditor-controller staff and should only be used if a County travel card cannot be used or the employee does not have a personal credit card. Board of Supervisors Members are not eligible for travel advances.

The first choice is for travelers to use their personal credit cards to pay for their

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travel expenses and be reimbursed before their monthly statement arrives. Secondly, the County has arranged for the use of the Travel Card to pay many travel related expenses. Departments may use their Travel Cards to pay for airline tickets and conference registration expenses for all of their employees, not just the cardholder. Commercial carrier and conference registration expenses should not be considered in the advance calculation. The third choice would be a cash advance, if necessary.

b) Travel advances require the authorization of the department head or his/her designee, and the Auditor-Controller or his/her designee.

c) The net amount of the travel advance shall not exceed the following:

(1) 75% of the total estimate for the following travel expenses, exclusive of payments made payable directly to the vendor:

(a) lodging (documentation, including at least the confirmation number and hotel name should be provided), including hotel parking

(b) rental vehicle transportation;

(c) per diem meal allowances;

(d) long-term airport parking;

(e) other out-of-pocket expenses deemed necessary and reasonable by the Auditor-Controller.

(2) 50% of the total estimate of reimbursement for mileage for business use of a private vehicle.

d) A travel advance shall not be issued for a net amount less than $100.00 nor more than $2,000.00.

e) A travel advance shall not be issued more than thirty (30) calendar days in advance of the commencement of travel.

f) Travelers are not eligible for an additional travel advance if they have an unsettled advance, unless the advances are for travel taken consecutively. In such case, the sum total of the travel advances shall not exceed $2,000.00.

2. Travel Advance Requests

a) Requests for travel advances involving travel shall be submitted by the department head to the Auditor-Controller's Office on a completed and signed

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"County of Monterey Travel Request" form, accompanied by all documentation relative to the request, at least ten (10) working days in advance of the commencement of travel.

b) After a completed and approved "County of Monterey Travel Request" form is received by the Auditor-Controller's Office, a warrant payable to the County traveler for the amount requested shall be issued, up to the 100% maximum amount allowed pursuant to this County travel policy.

3. Travel Advance Settlements

a) Within five (5) working days of completion of travel, the County traveler shall submit all receipts for allowable travel expenses to the Department and within fifteen (15) working days of completion of travel to the Auditor-Controller's Office on a completed County claim form. Credit for the travel advance shall be subtracted from the amount owed to the County traveler.

b) In the event that allowable expenses are less than the amount of the travel advance, the County traveler shall submit the difference in the form of a check or money order made out to the "County of Monterey" with the claim form.

c) County travelers who cannot provide a required receipt shall reimburse the County for the amount of the money advanced to them for that expense.

d) Travelers who do not submit the required documentation by the time frames set forth above may lose their eligibility for future travel advances.

e) Department heads are responsible for ensuring that their employees settle their travel advance claims within the time frames set forth in subsection a) above. Non-compliance may jeopardize advances for the entire department.

B. Prepaid Vendor Claims

1. Vendor Claim Requests

a) Once travel has been authorized, claims to the vendor may be submitted for lodging and registration fees when there is sufficient time for the check to be processed before the authorized County traveler commences travel.

b) If the travel requires a "County of Monterey Travel Request" form, the approved form shall be submitted with the claim. If the original has been submitted with a previous claim, then that shall be noted on the claim form and a copy of the form attached.

c) Whenever possible, the County shall be named as registrant for events to allow

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transfer of attendance privilege when conflicts prevent the original registrant from attending.

d) The County will mail the warrant directly to the vendor unless the traveler requests that the warrant be returned to them to hand carry to the vendor.

2. Vendor Claim Settlements

a) Each vendor claim must have an original receipt attached in order to settle the claim. The required receipts for vendor claims that have been prepaid shall be forwarded to the Auditor-Controller's Office within thirty (30) calendar days after completion of travel.

b) Claims paid directly to vendors that are not substantiated by receipts within thirty (30) calendar days of the completion of travel shall be considered to be unsettled travel advances to the County traveler.

c) Department heads are responsible for ensuring that their employees return their receipts within the time frames established by this policy. Non-compliance may jeopardize the department's ability to have travel expenses paid in advance.

d) In the event that all or a portion of the prepaid cost to a vendor is reduced after the check has been processed, the County traveler is responsible for ensuring that the entire difference is returned to the County within the time frames established for settling the claim.

C. Travel Reimbursement Claims

1. After completion of travel, the County traveler shall submit a completed County claim form to the department head for authorization. After review and authorization, the department head shall submit the authorized claim, together with any required receipts, to the Auditor-Controller's Office. Said claim shall be received by the Auditor-Controller's Office within thirty (30) calendar days of the completion of travel.

2. The traveler shall not be reimbursed until s/he has signed the certification for the claim that is required by the Auditor-Controller's Office.

3. The Auditor-Controller's Office shall review the claim for compliance with applicable County policies and procedures. If approved by the Auditor-Controller's Office, the claim shall be processed and a check sent to the claimant within ten (10) working days. If denied, or denied in part, the department's contact person will be notified immediately. The Auditor-Controller has the final decision on allowable expenses.

4. No reimbursement for travel shall be paid to the employee until all required receipts

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for the travel claim have been filed with the Auditor-Controller's Office.

5. Travel reimbursements are to be paid via checks and not to be paid via petty cash.

D. Mileage Claims

1. Whenever travel requires advance authorization of the department head, or his/her designee, the resulting mileage expense shall be claimed on the same claim form as the other expenses that apply to that travel. The only exception is if mileage is the only expense of the trip, in which case the traveler may claim the mileage on the monthly "Mileage Reimbursement" claim form.

2. Whenever travel does not require advance authorization of the department head, or his/her designee, the resulting mileage expense shall be claimed on the "Mileage Reimbursement" claim form.

3. Mileage claims shall be submitted monthly, unless the total for the month is less than $50.00, in which case the claim may be held for an additional month. However, the claim must not be held over to the next month more than twice, regardless of the dollar amount.

4. All mileage claims for the last month of the fiscal year must be processed by year-end close.

5. Mileage Claims are to be paid via warrants and not to be paid via petty cash.

E. Reimbursement by Outside Source

1. County travelers receiving reimbursement from an outside source for travel on County time shall forward said reimbursement to the Auditor-Controller for handling and deposit if the traveler intends to submit an expense claim to the County or use County resources, including a County vehicle, to travel. In such cases, the traveler shall then be entitled to submit a claim for actual and necessary expenses for transportation, meals, lodging, and incidentals, subject to the claiming conditions set forth in this travel policy. Said reimbursement shall be delivered to the Auditor-Controller's Office within thirty (30) days of the receipt of the funds.

2. If a County volunteer or non-employee will be receiving a per diem or other reimbursement of travel expenses from a source outside of the County, the volunteer shall not be eligible to claim or receive any additional reimbursement from the County for the same expenses.

F. Late Claims

If a claim for reimbursement or settlement of a travel claim is submitted after the allowed time frames, the payment to the employee shall not be made until the claim has

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been reviewed and approved by the Auditor-Controller or his/her designee.

G. Travel Card Use

Subject to the rules contained in the Travel Card Policy, travel expenses (airline, hotel, vehicle rental, gas, emergency repair of county vehicles and airport parking) may be charged to County of Monterey Travel Cards. Prohibited items include employee meals, room service, movies, cash advances, gift cards of any kind, liquor, tobacco and other items prohibited by the Travel Card Policy. Under no circumstances should personal items (even if reimbursed to the county) be charged to the travel card. Expenses paid on the travel card should not be included on a claim for reimbursement.

VII. INTERPRETATIONS

The Auditor-Controller, or his/her designee, shall be responsible for interpretations of this policy.

VIII. EXCEPTIONS

Exceptions to this policy require the approval of the Auditor-Controller or his/her designee.

IX. CONFLICT WITH RULES

In the event that this County Travel policy is in conflict with another County policy, the policy with the strictest application shall prevail.

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EXHIBIT D

BUSINESS ASSOCIATE AGREEMENT

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BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") effective July 1, 20 17 ("Effective Date"), is entered into by and among between the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center ("Covered Entity") and Hooper, Lundy & Bookman, P.C. ("Business Associate"), a provider of legal services (each a "Party" and collectively the "Parties").

RECITALS

A. WHEREAS, Business Associate provides certain Services for Covered Entity that involve the Use and Disclosure of Protected Health Information ("PHI") that is created, received, transmitted, or maintained by Business Associate for or on behalf of Covered Entity.

B. WHEREAS, The Parties are committed to complying with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), and their implementing regulations, including the Standards for the Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subparts A and E (the "Privacy Rule"), the Breach Notification Standards, 45 C.F.R. Part 160 and 164 subparts A and D (the "Breach Notification Rule"), and the Security Standards, 45 C.F.R. Part 160 and Part 164, Subpart C (the "Security Rule"), (collectively "HIPAA"), all as amended from time to time.

C. WHEREAS, The Parties are also committed to complying with the California Confidentiality Laws (defined below).

D. WHEREAS, To the extent that Business Associate is performing activities in connection with covered accounts for or on behalf of Covered Entity, the Parties are also committed to complying with applicable requirements of the Red Flag Rules issued pursuant to the Fair and Accurate Credit Transactions Act of 2003 ("Red Flag Rules").

E. WHEREAS, The Privacy and Security Rules require Covered Entity and Business Associate to enter into a business associate agreement that meets certain requirements with respect to the Use and Disclosure of PHI. This BAA, sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information ("EPHI") shall be handled, in accordance with such requirement.

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this BAA, the Parties agree as follows:

AGREEMENT

1 DEFINITIONS

1.1 All capitalized terms used in this BAA but not otherwise defined shall have the meaning set forth in the Privacy Rule, the Breach Notification Rule, or the Security Rule.

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(a) "Breach" shall have the same meaning as "breach" as defined in 45 C.F.R. § 164.402 and shall mean the access, acquisition, Use, or Disclosure of PHI in a manner not permitted under the Privacy Rule that compromises the privacy or security of the PHI; the term "Breach" as used in this BAA shall also mean the unlawful or unauthorized access to, Use or Disclosure of a patient's "medical information" as defined under Cal. Civil Code § 56.05(j), for which notification is required pursuant to Cal. Health & Safety Code 1280.15, or a "breach of the security of the system" under Cal. Civil Code §1798.29.

(b) "California Confidentiality Laws" shall mean the applicable laws of the State of California governing the confidentiality of PHI or Personal Information, including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code §56, et seq.), the patient access law (Cal. Health & Safety Code §123100 et seq.), the HIV test result confidentiality law (Cal. Health & Safety Code §120975, et seq.), the Lanterman-Petris-Short Act (Cal. Welf. & Inst. Code §5328, et seq.), and the medical identity theft law (Cal. Civil Code 1798.29).

(c) "Protected Health Information" or "PHI" shall mean any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual or the past, present or future payment for the provision of health care to an individual; (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information that can be used to identify the individuals, and (iii) is provided by Covered Entity to Business Associate or created, maintained, received, or transmitted by Business Associate on Covered Entity's behalf. PHI includes EPHI.

(d) "Services" shall mean the legal services for or functions on behalf of Covered Entity performed by Business Associate pursuant to a legal Services Agreement between Covered Entity and Business Associate to which this BAA applies.

2 PERMITTED USES AND DISCLOSURES OF PHI

Unless otherwise limited herein, Business Associate may:

(a) Use or Disclose PHI to perform Services for, or on behalf of, Covered Entity, provided that such Use or Disclosure would not violate the Privacy or Security Rules, this BAA, or California Confidentiality Laws;

(b) Use or Disclose PHI for the purposes authorized by this BAA or as otherwise Required by Law;

(c) Use PHI to provide Data Aggregation Services for the Health Care Operations of Covered Entity, if required by the Services Agreement and as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

(d) Use PHI if necessary for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted by 45 C.F.R. § 164.504(e)(4)(i);

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(e) Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted under 45 C.F.R. § 164.504(e)(4)(ii), provided that Disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will remain confidential and be Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person, and that such person will notify the Business Associate of any instances of which such person is aware that the confidentiality of the information has been breached;

(f) Use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1); and

(g) De-identify any PHI obtained by Business Associate under this BAA in accordance with 45 C.F.R. § 164.514 and Use or Disclose such de-identified information only as required to provide Services pursuant to the Services Agreement between the Parties, or with the prior written approval of Covered Entity.

3 RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI

3.1 Responsibilities of Business Associate. With regard to its Use and/or Disclosure of PHI, Business Associate shall:

(a) Notify the Privacy Officer of Covered Entity, in writing, of: (i) any Use and/or Disclosure of the PHI that is not permitted or required by this BAA; (ii) any Security Incident of which Business Associate becomes aware; and (iii) any suspected Breach. Such notice shall be provided within five (5) business days of Business Associate's discovery of such unauthorized access, acquisition, Use and/or Disclosure. Notwithstanding the foregoing, the Parties acknowledge the ongoing existence and occurrence of attempted but ineffective Security Incidents that are trivial in nature, such as pings and other broadcast service attacks, and unsuccessful log-in attempts. The Parties acknowledge and agree that this Section 3.1(a) constitutes notice by Business Associate to Covered Entity of such ineffective Security Incidents and no additional notification to Covered Entity of such ineffective Security Incidents is required, provided that no such Security Incident results in a Breach. A ransomware attack shall not be considered an ineffective Security Incident and shall be reported to Covered Entity, irrespective of whether such Security Incident results in a Breach. Business Associate shall investigate each Security Incident or unauthorized access, acquisition, Use, or Disclosure of PHI, or suspected Breach that it discovers and shall provide a summary of its investigation to Covered Entity, upon request. If Business Associate or Covered Entity determines that such Security Incident or unauthorized access, acquisition, Use, or Disclosure, or suspected Breach constitutes a Breach, then Business Associate shall comply with the requirements of Section 3.1(a)(i) below;

(i) Business Associate shall provide a supplemental written report in accordance with 45 C.F.R. § 164.410(c), which shall include, to the extent possible, the identification of each individual whose PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used or Disclosed during the Breach, to Covered Entity without unreasonable delay, but no later than five (5) business days after discovery of the Breach;

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(ii) Covered Entity shall have sole control over the timing and method of providing notification of such Breach to the affected individual(s), the appropriate government agencies, and, if applicable, the media. Business Associate shall assist with the implementation of any decisions by Covered Entity to notify individuals or potentially impacted individuals;

(b) In consultation with the Covered Entity, Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper access, acquisition, Use, or Disclosure, Security Incident, or Breach. Business Associate shall take prompt corrective action, including any action required by applicable State or federal laws and regulations relating to such Security Incident or non-permitted access, acquisition, Use, or Disclosure. Business Associate shall reimburse Covered Entity for its reasonable costs and expenses in providing any required notification to affected individuals, appropriate government agencies, and, if necessary the media, including, but not limited to, any administrative costs associated with providing notice, printing and mailing costs, public relations costs, attorney fees, and costs of mitigating the harm (which may include the costs of obtaining up to one year of credit monitoring services and identity theft insurance) for affected individuals whose PHI or Personal Information has or may have been compromised as a result of the Breach;

(c) Implement appropriate administrative, physical, and technical safeguards and comply with the Security Rule to prevent Use and/or Disclosure of EPHI other than as provided for by this BAA;

(d) Obtain and maintain a written agreement with each of its Subcontractors that creates, maintains, receives, Uses, transmits or has access to PHI that requires such Subcontractors to adhere to the substantially the same restrictions and conditions with respect to PHI that apply to Business Associate pursuant to this BAA;

(e) Make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the Use and/or Disclosure of PHI received from, created, maintained, or transmitted by Business Associate on behalf of Covered Entity to the Secretary of the Department of Health and Human Services ("Secretary") in a time and manner designated by the Secretary for purposes of determining Covered Entity's or Business Associate's compliance with the Privacy Rule. In addition, Business Associate shall promptly make available to Covered Entity such books, records, or other information relating to the Use and Disclosure of PHI for purposes of determining whether Business Associate has complied with this BAA or maintains adequate security safeguards, upon reasonable request by Covered Entity. Notwithstanding the foregoing, Business Associate may limit the scope of any such audit as necessary to ensure that Business Associate does not breach the attorney-client privilege or any other confidentiality obligation with respect to information maintained by Business Associate on behalf of its other clients;;

(f) Document Disclosures of PHI and information related to such Disclosure and, within thirty (30) days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of the Disclosures of the individual's PHI in accordance with 45 C.F.R. § 164.528. At a minimum, the Business Associate shall provide the Covered Entity with the following information: (i) the date of the Disclosure; (ii) the name of the

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entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI Disclosed; and (iv) a brief statement of the purpose of such Disclosure which includes an explanation of the basis for such Disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within ten (10) days, forward such request to the Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

(g) Subject to Section 4.4 below, return to Covered Entity within thirty (30) days of the termination of this BAA, the PHI in its possession and retain no copies, including backup copies;

(h) Disclose to its Subcontractors or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder;

(i) If all or any portion of the PHI is maintained in a Designated Record Set:

(i) Upon ten (10) days' prior written request from Covered Entity, provide access to the PHI to Covered Entity to meet a request by an individual under 45 C.F.R. § 164.524. Business Associate shall notify Covered Entity within ten (10) days of its receipt of a request for access to PHI from an Individual; and

(ii) Upon ten (10) days' prior written request from Covered Entity, make any amendment(s) to the PHI that Covered Entity directs pursuant to 45 C.F.R. § 164.526. Business Associate shall notify Covered Entity within ten (10) days of its receipt of a request for amendment of PHI from an Individual;

(j) If applicable, maintain policies and procedures to detect and prevent identity theft in connection with the provision of the Services, to the extent required to comply with the Red Flag Rules;

(k) To the extent that Business Associate carries out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations;

(l) Unless prohibited by law, notify the Covered Entity within five (5) days of the Business Associate's receipt of any request or subpoena for PHI. To the extent that the Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with the Covered Entity in such challenge; and

(m) Maintain policies and procedures materially in accordance with State Confidentiality Laws and industry standards designed to ensure the security and integrity of the Covered Entity's data and protect against threats or hazards to such security.

3.2 Business Associate Acknowledgment.

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(a) Business Associate acknowledges that, as between the Business Associate and the Covered Entity, all PHI shall be and remain the sole property of the Covered Entity.

(b) Business Associate further acknowledges that it is obligated by law to comply, and represents and warrants that it shall comply, with HIPAA and the HITECH Act. Business Associate shall comply with all California Confidentiality Laws, to the extent that such state laws are not preempted by HIPAA or the HITECH Act.

(c) Business Associate further acknowledges that uses and disclosures of protected health information must be consistent with NMC's privacy practices, as stated in NMC's Notice of Privacy Practices. The current Notice of Privacy Practices can be retrieved online at: http://www.natividad.com/quality-and-safety/patient-privacy. Business Associate agrees to review the NMC Notice of Privacy Practices at this URL at least once annually while doing business with NMC to ensure it remains updated on any changes to the Notice of Privacy Practices NMC may make.

3.3 Responsibilities of Covered Entity. Covered Entity shall, with respect to Business Associate:

(a) Provide Business Associate a copy of Covered Entity's notice of privacy practices ("Notice") currently in use;

(b) Notify Business Associate of any changes to the Notice that Covered Entity provides to individuals pursuant to 45 C.F.R. § 164.520, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI;

(c) Notify Business Associate of any changes in, or withdrawal of, the consent or authorization of an individual regarding the Use or Disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.506 or § 164.508, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI; and

(d) Notify Business Associate of any restrictions on Use and/or Disclosure of PHI as provided for in 45 C.F.R. § 164.522 agreed to by Covered Entity, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.

4 TERM AND TERMINATION

4.1 Term. This BAA shall become effective on the Effective Date and shall continue in effect unless terminated as provided in this Section 4. Certain provisions and requirements of this BAA shall survive its expiration or other termination as set forth in Section 5 herein.

4.2 Termination. If Covered Entity determines in good faith that Business Associate has breached a material term of this BAA, Covered Entity may either: (i) immediately terminate this BAA and any underlying Services Agreement; or (ii) terminate this BAA and any underlying Services Agreement within thirty (30) days of Business Associate's receipt of written notice of such breach, if the breach is not cured to the satisfaction of Covered Entity.

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4.3 Automatic Termination. This BAA shall automatically terminate without any further action of the Parties upon the termination or expiration of Business Associate's provision of Services to Covered Entity.

4.4 Effect of Termination. Upon termination or expiration of this BAA for any reason, Business Associate shall return all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(J) if, and to the extent that, it is feasible to do so. Prior to returning the PHI, Business Associate shall recover any PHI in the possession of its Subcontractors. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall provide Covered Entity with a statement that Business Associate has determined that it is infeasible to return or destroy all or some portion of the PHI in its possession or in possession of its Subcontractors. In such event, Business Associate shall: (i) retain only that PHI which is necessary for Business Associate to continue its proper management and administration or carry out its legal responsibilities; (ii) return to Covered Entity the remaining PHI that the Business Associate maintains in any form; (iii) continue to extend the protections of this BAA to the PHI for as long as Business Associate retains PHI; (iv) limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction of the PHI not feasible and subject to the same conditions as set out in Section 2 above, which applied prior to termination; and (vi) return to Covered Entity the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities. The Parties hereby acknowledge and agree that, except in certain limited circumstances, in the event of the termination of the attorney-client relationship between Covered Entity and Business Associate, it will not be feasible for Business Associate to return to Covered Entity or destroy PHI, and Business Associate will need to retain such PHI so that Business Associate can substantiate its Services, for quality control, risk management, and insurance requirements, in accordance with Business Associate's record retention policy. Business Associate and its subcontractors, if any, shall follow the restrictions of this Agreement regarding PHI retained by them, respectively, and shall limit further Uses and Disclosures to those purposes that make return or destruction infeasible.

5 MISCELLANEOUS

5.1 Survival. The respective rights and obligations of Business Associate and Covered Entity under the provisions of Sections 2.1, 4.4, 5.7, 5.8, 5.11, and 5.12 shall survive termination of this BAA until such time as the PHI is returned to Covered Entity or destroyed. In addition, Section 3.1(i) shall survive termination of this BAA, provided that Covered Entity determines that the PHI being retained pursuant to Section 4.4 constitutes a Designated Record Set.

5.2 Amendments; Waiver. This BAA may not be modified or amended, except in a writing duly signed by authorized representatives of the Parties. To the extent that any relevant provision of HIPAA, the HITECH Act, or California Confidentiality 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 to the facsimile telephone numbers listed below.

If to Business Associate, to:

Hooper, Lundy & Bookman, P.C.
Attn: Stephen K. Phillips
575 Market Street, Suite 2300
San Francisco, CA 94939
Phone: 415-875-8500
Fax: 415-875-8519

If to Covered Entity, to:

Natividad Medical Center
Attn: Compliance/Privacy Officer
1441 Constitution Blvd.
Salinas, CA 93906
Phone: 831-755-4111
Fax: 831-755-6254

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

5.5 Counterparts; Facsimiles. This BAA may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

5.6 Relationship of Parties. Notwithstanding anything to the contrary in the Services Agreement, Business Associate is an independent contractor and not an agent of Covered Entity under this BAA. Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all Business Associate obligations under this BAA.

5.7 Choice of Law; Interpretation. This BAA shall be governed by the laws of the State of California. Any ambiguities in this BAA shall be resolved in a manner that allows Covered Entity and Business Associate to comply with the Privacy Rule, the Security Rule, and the California Confidentiality Laws.

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5.8 Applicability of Terms. This BAA applies to all present and future Service Agreements and Business Associate relationships, written or unwritten, formal or informal, in which Business Associate creates, receives, transmits, or maintains any PHI for or on behalf of Covered Entity in any form whatsoever. This BAA shall automatically be incorporated in all subsequent agreements between Business Associate and Covered Entity involving the Use or Disclosure of PHI whether or not specifically referenced therein. In the event of any conflict or inconsistency between a provision of this BAA and a provision of any other agreement between Business Associate and Covered Entity, the provision of this BAA shall control unless the provision in such other agreement establishes additional rights for Business Associate or additional duties for or restrictions on Business Associate with respect to PHI, in which case the provision of such other agreement will control.

5.9 Insurance. In addition to any general and/or professional liability insurance required of Business Associate, Business Associate agrees to obtain and maintain, at its sole expense, liability insurance on an occurrence basis, covering any and all claims, liabilities, demands, damages, losses, costs and expenses arising from a breach of the obligations of Business Associate, its officers, employees, agents and Subcontractors under this BAA. Such insurance coverage will be maintained for the term of this BAA, and a copy of such policy or a certificate evidencing the policy shall be provided to Covered Entity at Covered Entity's request.

5.10 Legal Actions. Promptly, but no later than five (5) business days after notice thereof, Business Associate shall advise Covered Entity of any actual action, proceeding, regulatory or governmental orders or actions, that becomes known to it that may affect the interests of Covered Entity under this BAA or jeopardize this BAA, and of any facts and circumstances that may be pertinent to the prosecution or defense of any such actual legal action or proceeding, except to the extent prohibited by law or to the extent doing so would compromise Business Associate's ethical duty of confidentiality or loyalty.

5.11 Audit or Investigations. Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any audit, compliant review, or complaint investigation by the Secretary or other state or federal agency related to compliance with HIPAA, the HITECH Act, or the California Confidentiality Laws.

5.12 Attorney-Client Relationship. Notwithstanding anything to the contrary contained herein, the Parties, recognizing that Business Associate serves as legal counsel to Covered Entity, hereby agree that nothing contained in this Agreement:

(a) Waives the attorney-client, work-product, or any other privilege that may be invoked by, or is applicable to, either Party;

(b) Imposes any duties or obligations on Business Associate that are inconsistent with Business Associate's duties and obligations to Covered Entity as a client of Business Associate, including, without limitation, any obligation of confidentiality or other obligation imposed on Business Associate under ethical rules applicable to the Parties' attorney-client relationship or otherwise at law; or

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(c) Limits either Party's right or ability to adequately conduct discovery in any arbitration or litigation proceeding.

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: for:
Print Name: Stephen K. Phillips	Print Name: Gary R. Gray, DO
Print Title: Privacy Officer	Print Title: Chief Executive Officer
Date: March 27, 2018	Date:

Reviewed as to fiscal provisions
Auditor-Controller
County of Monterey
4/19/18

COUNTY OF MONTEREY

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CERTIFICATE OF LIABILITY INSURANCE

6/16/2025

DATE (MM/DD/YYYY) 6/3/2025

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 Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 8110 E Union Ave., Ste. 100 Denver CO 80237 denver-certs@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1340781 Hooper, Lundy & Bookman, PC 1875 Century Park East #1600 Los Angeles CA 90067	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : American Zurich Insurance Company — 40142 INSURER B : American Guarantee and Liab. Ins. Co. — 26247 INSURER C : Columbia Casualty Company — 31127 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 11285691 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	N	CPO 3468423-00	6/1/2025	6/1/2026	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 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ Included
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY X CompDed$1K	Y	N	CPO 3468423-00	6/1/2025	6/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	N	N	AUC 3468424-00	6/1/2025	6/1/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	WC 3468422-00	6/1/2025	6/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Lawyers Professional Liability	N	N	794112538	6/16/2024	6/16/2025	$20,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The County of Monterey, its officers, agents and employees are included as Additional Insureds with respects to the General Liability and Auto Liability policies to the extent provided by the policy language or endorsement issued or approved by the insurance carrier. Coverage is primary and non-contributory per the attached endorsement issued or approved by the insurance carrier. Notice of Cancellation in reference to the General Liability and Auto policies as per the attached Endorsements.

CERTIFICATE HOLDER

11285691
County of Monterey
168 W. Alisal Street
3rd Floor
Salinas CA 93901

CANCELLATION See Attachments

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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Attachment Code: D575100 Master ID: 1340781, Certificate ID: 11285691

Lawyers Professional Liability
$20,000,000

Carrier	Policy Number	Policy Period:	Limits
Columbia Casualty Company	794112538	06/16/2024 - 06/16/2025	$5M part of $10M
Lloyd's of London	GLSOL2400011	06/16/2024 - 06/16/2025	$5M part of $10M
Indian Harbor Insurance Company	LPE 9046430 01	06/16/2024 - 06/16/2025	$5M excess of $10M
Westfield Specialty Insurance Company	ELP-331094Q-01	06/16/2024 - 06/16/2025	$5M excess of $15M

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Docusign Envelope ID: 5ACAD689-14EF-48C7-9AFF-1A121288A438

Attachment Code: D465528 Certificate ID: 11285691

General Liability Enhancement Endorsement

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. CPO 3468423-00	Effective Date: [ICGLEFF1I]

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Broadened Named Insured

1. The following is added to Section **II — Who Is An Insured:**

Any organization of yours, including any partnership or joint venture, which is not shown in the Declarations, and over which you maintain an ownership interest of more than 50% of such organization as of the effective date of this Coverage Part, will qualify as a Named Insured. However, such organization will not qualify as a Named Insured under this provision if it:

a. Is newly acquired or formed during the policy period;

b. Is also an insured under another policy, other than a policy written to apply specifically in excess of this Coverage Part; or

c. Would be an insured under another policy but for its termination or the exhaustion of its limits of insurance.

Each such organization remains qualified as a Named Insured only while you maintain an ownership interest of more than 50% in the organization during the policy period.

2. The last paragraph of Section **II — Who Is An Insured** does not apply to this provision to the extent that such paragraph would conflict with this provision.

B. Newly Acquired or Formed Organizations as Named Insureds

1. Paragraph **3.** of Section II — **Who Is An Insured** is replaced by the following:

3. Any organization you newly acquire or form during the policy period, including any partnership or joint venture, and over which you maintain an ownership interest of more than 50% of such organization, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

An additional premium will apply in accordance with our rules and rates in effect on the date you acquired or formed the organization.

2. The last paragraph of Section **II — Who Is An Insured** does not apply to this provision to the extent that such paragraph would conflict with this provision.

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Docusign Envelope ID: 5ACAD689-14EF-48C7-9AFF-1A121288A438

Attachment Code: D465528 Certificate ID: 11285691

C. Insured Status — Employees

Paragraph **2.a.(1)** of Section II — **Who Is An Insured** is replaced by the following:

2. Each of the following is also an insured:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

However:

Paragraphs **(1)(a)** and **(1)(d)** do not apply to "bodily injury" arising out of his or her providing or failing to provide:

(i) Medical or paramedical services to persons performed by any physician, dentist, nurse, emergency medical technician, paramedic or other licensed medical care person employed by you to provide such services, or volunteering for you to provide such services; or

( ) "Good Samaritan Acts" performed by any non-licensed medical care person employed by you or volunteering for you,

So long as such "employee" or "volunteer worker" is performing duties related to the conduct of your business.

"Good Samaritan Acts" mean any assistance of a medical nature rendered or provided in an emergency situation for which no remuneration is demanded or received.

Paragraphs **(1)(a), (b)** and **(c)** do not apply to any "employee" designated as a supervisor or higher in rank, with respect to "bodily injury" to co-"employees". As used in this provision, "employees" designated as a supervisor or higher in rank means only "employees" who are authorized by you to exercise direct or indirect supervision or control over "employees" or "volunteer workers" and the manner in which work is performed.

D. Insured Status — Amateur Athletic Participants

Section II — **Who Is An Insured** is amended to include as an insured any person you sponsor while participating in amateur athletic activities. However, no such person is an insured for:

a. "Bodily injury" to:

(1) Your "employee", "volunteer worker" or any person you sponsor while participating in such amateur athletic activities; or

(2) You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company) while participating in such amateur athletic activities; or

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Docusign Envelope ID: 118260F8-808A-4AD8-9C87-844DF378781B

Docusign Envelope ID: 5ACAD689-14EF-48C7-9AFF-1A121288A438

Attachment Code: D465528 Certificate ID: 11285691

b. "Property damage" to property owned by, occupied or used by, rented to, in the care, custody or control of, or over which the physical control is being exercised for any purpose by:

(1) Your "employee", "volunteer worker" or any person you sponsor; or

(2) You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

E. Additional Insureds — Lessees of Premises

1. Section **II — Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) who leases or rents a part of the premises you own or manage who you are required to add as an additional insured on this policy under a written contract or written agreement, but only with respect to liability arising out of your ownership, maintenance or repair of that part of the premises which is not reserved for the exclusive use or occupancy of such person or organization or any other tenant or lessee.

This provision does not apply after the person or organization ceases to lease or rent premises from you.

However, the insurance afforded to such additional insured:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

2. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section **III — Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the written contract or written agreement referenced in Subparagraph **E.1.** of this endorsement; or

b. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This Paragraph **E.** shall not increase the applicable Limits of Insurance shown in the Declarations.

F. Additional Insured — Vendors

1. The following change applies if this Coverage Part provides insurance to you for "bodily injury" and "property damage" included in the "products-completed operations hazard":

Section **II — Who Is An Insured** is amended to include as an additional insured any person or organization (referred to throughout this Paragraph **F.** as vendor) who you have agreed in a written contract or written agreement, prior to loss, to name as an additional insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business:

However, the insurance afforded to such vendor:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the written contract or written agreement to provide for such vendor.

2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

a. The insurance afforded the vendor does not apply to:

(1) "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;

(2) Any express warranty unauthorized by you;

(3) Any physical or chemical change in the product made intentionally by the vendor;

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(4) 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;

(5) 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;

(6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(7) 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

(8) "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:

(a) The exceptions contained in Subparagraphs **(4)** or (6); or

(b) 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.

b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

c. This insurance does not apply to any of "your products" for which coverage is excluded under this Coverage Part.

3. With respect to the insurance afforded to the vendor under this endorsement, the following is added to Section III — **Limits Of Insurance:**

The most we will pay on behalf of the vendor is the amount of insurance:

a. Required by the written contract or written agreement referenced in Subparagraph **F.1.** of this endorsement; or

b. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This Paragraph **F.** shall not increase the applicable Limits of Insurance shown in the Declarations.

G. Additional Insured — Managers, Lessors or Governmental Entity

1. Section **II — Who Is An Insured** is amended to include as an insured any person or organization who is a manager, lessor or governmental entity who you are required to add as an additional insured on this policy under a written contract, written agreement or permit, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your acts or omissions; or

b. The acts or omission of those acting on your behalf; and

resulting directly from:

a. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit;

b. Ownership, maintenance, occupancy or use of premises by you; or

c. Maintenance, operation or use by you of equipment leased to you by such person or

organization. However, the insurance afforded to such additional insured:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

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2. This provision does not apply:

a. Unless the written contract or written agreement has been executed, or the permit has been issued, prior to the "bodily injury", "property damage" or offense that caused "personal and advertising injury";

b. To any person or organization included as an insured under Paragraph **3.** of Section **II — Who Is An Insured;**

c. To any lessor of equipment if the "occurrence" or offense takes place after the equipment lease expires;

d. To any:

(1) Owners or other interests from whom land has been leased by you; or

(2) Managers or lessors of premises, if:

(a) The "occurrence" or offense takes place after the expiration of the lease or you cease to be a tenant in that premises;

(b) The "bodily injury", "property damage" or "personal and advertising injury" arises out of the structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor; or

(c) The premises are excluded under this Coverage Part.

3. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section **III — Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the written contract or written agreement referenced in Subparagraph **G.1.** of this endorsement; or

b. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This Paragraph **G.** shall not increase the applicable Limits of Insurance shown in the Declarations.

H. Additional Insured — Other Persons or Organizations

1. Section **II — Who Is An Insured** is amended to include as an insured any person or organization who does not qualify as an additional insured under Paragraphs **E.** through Paragraph **G.** of this endorsement so long as you are required to add such person or organization as an additional insured on this policy under a written contract or written agreement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your acts or omissions; or

b. The acts or omissions of those acting on your behalf.

However, the insurance afforded to such additional insured:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

2. With respect to the insurance afforded to the additional insureds under this Paragraph **H.,** the following additional exclusions apply:

The insurance afforded to the additional insured under this Paragraph **H.** does not apply to any person or organization:

a. For "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional service;

b. For "bodily injury" or "property damage" included in the "products-completed operations hazard"; or

c. Who is scheduled as an additional insured under another endorsement attached to this policy.

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3. With respect to the insurance afforded to the additional insureds under this Paragraph **H.**, the following is added to Section **III — Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the written contract or written agreement referenced in Subparagraph **H.1.** of this endorsement; or

b. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This Paragraph **H.** shall not increase the applicable Limits of Insurance shown in the Declarations.

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Attachment Code: D524870 Certificate ID: 11285691

Policy Number:
Effective Date: 6/1/2025

COMMERCIAL AUTO
CA 04 43 11 20

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) – AUTOMATIC WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply to any person(s) or organization(s) for whom you are required to waive subrogation with respect to the coverage provided under this Coverage Form, but only to the extent that subrogation is waived:

A. Under a written contact or agreement with such person(s) or organization(s); and

B. Prior to the "accident" or the "loss."

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Docusign Envelope ID: 5ACAD689-14EF-48C7-9AFF-1A121288A438
Attachment Code: D524868 Certificate ID: 11285691

Policy Number:

COMMERCIAL AUTO
CA 04 49 11 16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to the Other Insurance Condition in the Business Auto Coverage Form and the Other Insurance – Primary And Excess Insurance Provisions in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the Other Insurance Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

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County of Monterey

Board Report

Legistar File Number: A 26-022

Item No.17

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

February 03, 2026

Introduced: 1/21/2026

Current Status: Health Department - Consent

Version: 1

Matter Type: BoS Agreement

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.

RECOMMENDATION:
It is recommended that the County of Monterey Board of Supervisors:
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.

SUMMARY/DISCUSSION:
Board of Supervisors (Board) approval of this recommended action will enhance efficiency by allowing the Director of Health Services or designee to continue to submit the approved resolution as authority to sign, submit grant applications and grant agreements to renew public and private funding for those designated programs without having to request Board approval for each grant application/agreement.

Attachment A - Program Funding List, includes Agreements the Board previously approved and delegated authority for the Director of Health Services or designee to execute on behalf of the County. The Program Funding List includes programs funded by state and federal agencies, as well as private non-profits that make funds available to the Health Department (Department) to advance health equity, Health in All Policies, population health, and integration and alignment efforts. Approval of this action will enhance efficiency by significantly reducing the number of board reports submitted for approval annually and will expedite execution of Agreements and receipt of funds by the County. These designated programs do not contain County match-funding requirements.

The Department will continue to secure Board approval for amendments to any grant agreements that require adjustments to the Adopted Budget for changes in revenue and appropriations, and/or adopted positions.

OTHER AGENCY INVOLVEMENT:
The Office of the County Counsel-Risk Management and the Auditor-Controller agree with the process and will continue to review each grant agreement prior to submission to the funding agencies.

FINANCING:
There is no impact to the General Fund from this action. As appropriate, the revenue and appropriations for items on Attachment A have been included in the Health Department's FY 2026-27 Adopted Budget. Any amendments to items on the list with budget impacts will be brought to the Board for approval if necessary.

BOARD OF SUPERVISORS STRATEGIC GOALS:
Mark a check next to the related Board of Supervisors Strategic Plan Goals:
_X_ Well-Being and Quality of Life (Identify and apply for funding opportunities to address Countywide continuum service delivery gaps.)
___ Sustainable Infrastructure for the Present and Future
___ Safe and Resilient Communities
___ Diverse and Thriving Economy
_X_ Administrative (To enhance efficiency by allowing the Director of Health Services or designee to continue to submit the approved resolution as authority to sign, submit grant applications and grant agreements to renew public and private funding for those designated programs without having to request Board approval for each grant application/agreement.)

Prepared by: Misti Hannan, Administrative Secretary-Confidential, 755-4621
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachment:
Board Report
Attachment A - Program Funding List - FY 26-27

County of Monterey

Board Report

Legistar File Number: A 26-022

Item No.

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

February 03, 2026

Introduced: 1/21/2026
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

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.

RECOMMENDATION:
It is recommended that the County of Monterey Board of Supervisors:
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.

SUMMARY/DISCUSSION:
Board of Supervisors (Board) approval of this recommended action will enhance efficiency by allowing the Director of Health Services or designee to continue to submit the approved resolution as authority to sign, submit grant applications and grant agreements to renew public and private funding for those designated programs without having to request Board approval for each grant application/agreement.

Attachment A - Program Funding List, includes Agreements the Board previously approved and delegated authority for the Director of Health Services or designee to execute on behalf of the County. The Program Funding List includes programs funded by state and federal agencies, as well as private non-profits that make funds available to the Health Department (Department) to advance health equity, Health in All Policies, population health, and integration and alignment efforts. Approval of this action will enhance efficiency by significantly reducing the number of board reports submitted for approval annually and will expedite execution of Agreements and receipt of funds by the County. These designated programs do not contain County match-funding requirements.

The Department will continue to secure Board approval for amendments to any grant agreements that require adjustments to the Adopted Budget for changes in revenue and appropriations, and/or adopted positions.

OTHER AGENCY INVOLVEMENT:
The Office of the County Counsel-Risk Management and the Auditor-Controller agree with the process and will continue to review each grant agreement prior to submission to the funding agencies.

FINANCING:
There is no impact to the General Fund from this action. As appropriate, the revenue and appropriations for items on Attachment A have been included in the Health Department's FY 2026-27 Adopted Budget. Any amendments to items on the list with budget impacts will be brought to the Board for approval if necessary.

BOARD OF SUPERVISORS STRATEGIC GOALS:
Mark a check next to the related Board of Supervisors Strategic Plan Goals:
_X_ Well-Being and Quality of Life (Identify and apply for funding opportunities to address Countywide continuum service delivery gaps.)
___ Sustainable Infrastructure for the Present and Future
___ Safe and Resilient Communities
___ Diverse and Thriving Economy
_X_ Administrative (To enhance efficiency by allowing the Director of Health Services or designee to continue to submit the approved resolution as authority to sign, submit grant applications and grant agreements to renew public and private funding for those designated programs without having to request Board approval for each grant application/agreement.)

Prepared by: Misti Hannan, Administrative Secretary-Confidential, 755-4621
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachment:
Board Report
Attachment A - Program Funding List - FY 26-27

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	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)
Agency	**Bureau**	**Grant/Contract Title**
City of Marina	Animal Services	Animal Sheltering Services
City Of Greenfield	Animal Services	Animal Sheltering Services
City of Del Rey Oaks	Animal Services	Animal Sheltering Services
City of Carmel	Animal Services	Animal Sheltering Services
Cal State University Monterey Bay	Animal Services	Animal Sheltering Services
City of Salinas	Animal Services	JPA Amendment #1
Agency	**Bureau**	**Grant/Contract Title**
The Board of State and Community Corrections	Behavioral Health	Proposition 47 Grant
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: Behavioral Health Services Act (BHSA); 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	BHCIP Crisis and Behavioral Health Continuum (Round 5) Infrastructure Program (BHCIP)
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 Mental Health Services Authority	Behavioral Health	Participation Agreements
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	Community Care Expansion Preservation Program
California Department of Social Services	Behavioral Health	Children's Crisis Continuum Pilot Program
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
Behavioral Health Services Oversight and Accountability Commission	Behavioral Health	Mental Health Student Services Act Grant
California State University, Monterey Bay	Behavioral Health	Project REACH
California Department of Health Care Services	Behavioral Health	Zero-Cost Vehicle Use Agreement
Agency	**Bureau**	**Grant/Contract Title**
Blue Shield of California Foundation	Clinic Services	Health Care Coverage/Safety Net/Mental Health/Payment Reform
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
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
Department of Healthcare Access and Information (HCAI)	Clinic Services	Loan Repayment
Agency	**Bureau**	**Grant/Contract Title**
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)
Agency	**Bureau**	**Grant/Contract Title**
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)
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)
Agency	**Bureau**	**Grant/Contract Title**
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
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
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
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
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	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
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
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
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

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	Let's Be Blunt: Driving High is a DUI/Roll Responsibly: Driving High is a DUI
Council of State and Territorial Epidemiologists (CSTE)	Public Health	CSTE Fellowship Program
Heluna Health on behalf of Department of Health Care Services	Public Health	CYBHI Round 3 Grant
California Department of Public Health	Public Health	STI Prevention and Collaboration Allocation
California Department of Public Health	Public Health	HCV Prevention and Collaboration Allocation

Introduced: 1/23/2026

Current Status: Health Department - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Director of Health Services or designee to execute Amendment No. 2 to Program Funding Agreement No. 7480-CA CCE-CP_2064_MONTEREY-01-G issued by BDO Government Services, LLC (BDO), the third-party grant Administrative Entity for the California Department of Social Services (CDSS) to preserve and avoid the closure of licensed adult residential care facilities serving Behavioral Health clients, with no change in the agreement term of June 27, 2023 through January 30, 2027, and maintains the not to exceed amount of $3,200,744; and
b. Approve and authorize the Director of Health Services or designee to execute up to three (3) future amendments where the combined amounts do not exceed 10% ($320,074) of the original Agreement amount, do not significantly alter the scope of services, and do not increase the total not to exceed amount over $3,520,818.

RECOMMENDATION

a. Approve and authorize the Director of Health Services or designee to execute Amendment No. 2 to Program Funding Agreement No. 7480-CA CCE-CP_2064_MONTEREY-01-G issued by BDO Government Services, LLC (BDO), the third-party grant Administrative Entity for the California Department of Social Services (CDSS) to preserve and avoid the closure of licensed adult residential care facilities serving Behavioral Health clients, with no change in the agreement term of June 27, 2023 through January 30, 2027, and maintains the not to exceed amount of $3,200,744; and
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SUMMARY

The County of Monterey Health Department, Behavioral Health Bureau, requests approval of Amendment No. 2 to recognize BDO as CDSS's new third-party administrator for the Community Care Expansion Preservation Projects (CCE) grant program, which was formerly administered by Horne LLP.

DISCUSSION

On June 6, 2023, the County of Monterey Board of Supervisors authorized the Director of Health Services to execute a Program Funding Agreement to accept a CCE grant award from Advocates for

Human Potential, Inc. (AHP), the former third-party grant administrative entity for CDSS. CCE provides funds to counties with existing licensed residential adult and senior care facilities for use in immediately preserving and avoiding the closure of facilities serving applicants or recipients of Supplemental Security Income/State Supplementary Payment (SSI/SSP) or Cash Assistance Program for Immigrants (CAPI), including those who are experiencing or at risk of homelessness.

On August 5, 2023, CDSS reassigned CCE third-party administrative duties to Horne LLP (Horne).

On November 1, 2025, CDSS reassigned CCE third-party administrative duties to BDO Government Services, LLC (BDO).

The purpose of this amendment is to officially recognize BDO as the current third-party administrator for CCE. It is BDO's standard practice to have County partners sign first prior to BDO signature and final execution.

OTHER AGENCY INVOLVEMENT
The office of the County Counsel and Auditor-Controller have reviewed and approved this Agreement as to form and fiscal provisions, respectively.

FINANCING
The Behavioral Health Bureau has enough appropriations in its FY 2025-26 Adopted Budget (Fund 023, Unit 8410, Appr HEA012) to absorb the costs of administering the CDSS grant and will not require an increase in appropriations.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This agreement will ensure access to culturally and linguistically appropriate, customer-friendly, quality health services, will link people to needed personal health services, and will assure the provision of healthcare when otherwise unavailable. This agreement aligns with the Board of Supervisors 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: Sal Cervantes, Management Analyst III, 279-3755
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Amendment 2 to Program Funding Agreement
Amendment 1 to Program Funding Agreement
Program Funding Agreement

Introduced: 1/23/2026 **Current Status:** Agenda Ready

Version: 1 **Matter Type:** BoS Agreement

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b. Approve and authorize the Director of Health Services or designee to execute up to three (3) future amendments where the combined amounts do not exceed 10% ($320,074) of the original Agreement amount, do not significantly alter the scope of services, and do not increase the total not to exceed amount over $3,520,818.

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b. Approve and authorize the Director of Health Services or designee to execute up to three (3) future amendments where the combined amounts do not exceed 10% ($320,074) of the original Agreement amount, do not significantly alter the scope of services, and do not increase the total not to exceed amount over $3,520,818.

SUMMARY

The County of Monterey Health Department, Behavioral Health Bureau, requests approval of Amendment No. 2 to recognize BDO as CDSS's new third-party administrator for the Community Care Expansion Preservation Projects (CCE) grant program, which was formerly administered by Horne LLP.

DISCUSSION

On June 6, 2023, the County of Monterey Board of Supervisors authorized the Director of Health Services to execute a Program Funding Agreement to accept a CCE grant award from Advocates for Human Potential, Inc. (AHP), the former third-party grant administrative entity for CDSS. CCE

provides funds to counties with existing licensed residential adult and senior care facilities for use in immediately preserving and avoiding the closure of facilities serving applicants or recipients of Supplemental Security Income/State Supplementary Payment (SSI/SSP) or Cash Assistance Program for Immigrants (CAPI), including those who are experiencing or at risk of homelessness.

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On November 1, 2025, CDSS reassigned CCE third-party administrative duties to BDO Government Services, LLC (BDO).

The purpose of this amendment is to officially recognize BDO as the current third-party administrator for CCE. It is BDO's standard practice to have County partners sign first prior to BDO signature and final execution.

OTHER AGENCY INVOLVEMENT
The office of the County Counsel and Auditor-Controller have reviewed and approved this Agreement as to form and fiscal provisions, respectively.

FINANCING
The Behavioral Health Bureau has enough appropriations in its FY 2025-26 Adopted Budget (Fund 023, Unit 8410, Appr HEA012) to absorb the costs of administering the CDSS grant and will not require an increase in appropriations.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This agreement will ensure access to culturally and linguistically appropriate, customer-friendly, quality health services, will link people to needed personal health services, and will assure the provision of healthcare when otherwise unavailable. This agreement aligns with the Board of Supervisors 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: Sal Cervantes, Management Analyst III, 279-3755
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Amendment 2 to Program Funding Agreement
Amendment 1 to Program Funding Agreement
Program Funding Agreement

Amendment No. 2 to Program Funding Agreement

This Amendment No. 2 to Program Funding Agreement (the "**Amendment No. 2**") is entered into as of the Effective Date (defined below), by and between BDO Government Services, LLC, a Delaware limited liability company, with offices located at 661 Sunnybrook Rd., Suite 100, Ridgeland, MS 39157 ("**BDO**"), and County of Monterey, a political subdivision of the State acting through its Department of Public Health Behavioral Health Bureau with offices at 1270 Natividad Road, Salinas, CA 93906 ("**County**"). Horne and County may be referred to separately as a "**Party**" or collectively as "**Parties**."

RECITALS

1. On June 27, 2023, Advocated for Human Potential ("**AHP**") and County executed a Program Funding Agreement (as amended and assigned, the "**Agreement**") pursuant to which the County will implement an allocation of California Department of Social Services ("**CDSS**") Community Care Expansion Preservation Program (the "**Program**") funds.

2. On August 5, 2023, CDSS assigned AHP's interest in the Agreement to Horne LLP, a Delaware limited liability company ("**Horne**"), pursuant to that certain Assignment and Assumption Agreement. This Assignment is further reflected in that certain Amendment No. 1 to Program Funding Agreement entered into between Horne and County on July 16, 2024.

3. On November 1, 2025, Horne merged with BDO USA, its subsidiary, and together they formed BDO as the successor to Horne and to as the new third-party administrator under the Program.

4. This Amendment No. 2 is intended to modify the Agreement to reflect the change in third-party administrator.

NOW THEREFORE, based upon the foregoing, and in consideration of the mutual covenants and agreements herein set forth, the Parties agree as follows:

1. The Agreement is effective as of November 1, 2025 ("**Effective Date**"), regardless of the date of execution by the parties.

2. The Parties acknowledge and agree that, as of the Effective Date, BDO succeeds, and assumes all obligations of, Horne under the Agreement

3. This Amendment No. 2 is made for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

4. Except as explicitly identified herein, the Agreement remains unchanged.

5. Capitalized terms used but not otherwise defined herein shall have the meanings attributed thereto in the Agreement.

6. This Amendment No. 2 may be executed in several counterparts and all counterparts so executed shall constitute one agreement binding on all Parties, notwithstanding that all the Parties have not signed the same counterpart.

[Remainder of page left blank]

IN WITNESS THEREOF, the Parties hereto have executed this Amendment No. 2 by their duly authorized respective officers as of the day and year last written below.

BDO GOVERNMENT SERVICES, LLC	**COUNTY OF MONTEREY**
By: _____	By: _____
Signature of Authorized Representative	*Signature of Authorized Representative*
Alethia Thomas	Elsa Mendoza Jimenez, MPH
Print or Type Name of Person Signing	*Print or Type Name of Person Signing*
Partner	Director of Health Services
Representative Title	*Representative Title*
Date: _____	Date: _____

Monterey County
Board of Supervisors

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

Board Order

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

Agreement No.: A-17019
a. Authorize the Director of Health Services or designee to execute Amendment No. 1 to Program Funding Agreement No. 7480-CA CCE-CP_2064_MONTEREY-01-G issued by Horne LLP with no change in the agreement term or dollar amount; and
b. Approve and authorize the Director of Health Services or designee to execute up to three (3) future amendments where the combined amounts do not exceed 10% ($320,074) of the original Agreement amount, do not significantly alter the scope of services, and do not increase the total not to exceed amount over $3,520,818.

PASSED AND ADOPTED on this 9th day of July 2024, by roll call vote:

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

Motion passed 4 to 0

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting July 9, 2024.

Dated: July 16, 2024
File ID: A 24-334
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: BF7A9E34-ABFE-46D5-BA4E-068FDC7E4396

Amendment 1 to Program Funding Agreement

This Amendment 1 to Program Funding Agreement (the "**Amendment**") is entered into July 16, 2024, by and between **HORNE LLP**, a Delaware limited liability company, with offices located at 661 Sunnybrook Rd., Suite 100, Ridgeland, MS 39157 ("**Horne**"), and **County of Monterey**, a political subdivision of the State acting through its Department of Public Health Behavioral Health Bureau with offices at 1270 Natividad Road, Salinas, CA 93906 ("**County**"). Horne and County may be referred to separately as a "Party" or collectively as "Parties."

RECITALS

1. On June 27, 2023, Advocated for Human Potential ("**AHP**") and County executed a Program Funding Agreement (the "**Agreement**") pursuant to which the County will implement an allocation of California Department of Social Services ("**CDSS**") Community Care Expansion Preservation Program (the "**Program**") funds.

2. On August 5, 2023, CDSS assigned AHP's interest in the Agreement to Horne pursuant to that certain Assignment and Assumption Agreement.

3. This Amendment is intended to modify the Agreement to reflect updated deadlines for expenditure of Program funds allocated pursuant to the Agreement.

NOW THEREFORE, based upon the foregoing, and in consideration of the mutual covenants and agreements herein set forth, the Parties agree as follows:

1. The obligation and liquidation deadlines for the Operating Subsidy Payments ("**OSP**") and Capital Projects ("**CP**") Program components have been extended. References in the Agreement to such deadlines, including without limitation references in Attachment D, Notice of Funding Agreement dated June 10, 2022, Section III, are hereby deleted.

2. The following is added to the Agreement as a new Section 15.22:

> Notwithstanding anything to the contrary in this Agreement, the deadlines for obligating and liquidating OSP and CP Program funds ("**Deadlines**") shall be the deadlines issued by CDSS. The current deadlines can be found at https://www.ccegrant.com/, and CDSS plans to publish any modifications to those deadlines on the same website.

3. Except as explicitly identified herein, the Agreement remains unchanged.

4. Capitalized terms used but not otherwise defined herein shall have the meanings attributed thereto in the Agreement.

5. This Amendment may be executed in several counterparts and all counterparts so executed shall constitute one agreement binding on all Parties, notwithstanding that all the Parties have not signed the same counterpart.

[Remainder of page left blank]

Docusign Envelope ID: BF7A9E34-ABFE-46D5-BA4E-068FDC7E4396

IN WITNESS THEREOF, the Parties hereto have executed this Amendment by their duly authorized respective officers as of the day and year last written below.

HORNE LLP	**County of Monterey**
By: Alethia Thomas	**By**: DocuSigned by: C7A30BA59CA8423...
Signature of Authorized Representative	*Signature of Authorized Representative*
Alethia Thomas	Elsa Mendoza Jimenez, MPH
Print or Type Name of Person Signing	*Print or Type Name of Person Signing*
Partner	Director of Health Services
Representative Title	*Representative Title*
Date: 08/02/2024	**Date:** 7/16/2024 | 3:44 PM PDT

Monterey County - Amendment 1 to PFA

Final Audit Report 2024-08-02

Created:	2024-08-02
By:	Chelsea Blake (chelsea.blake@horne.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAzmmIoEwRbASRiCyhmYfpJ3c2uvX22rRn

"Monterey County - Amendment 1 to PFA" History

Document digitally presigned by DocuSign\, Inc. (enterprisesupport@docusign.com)
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Document created by Chelsea Blake (chelsea.blake@horne.com)
2024-08-02 - 6:00:09 PM GMT- IP address: 173.235.3.172

Document emailed to Alethia Thomas (Alethia.Thomas@horne.com) for signature
2024-08-02 - 6:00:55 PM GMT

Email viewed by Alethia Thomas (Alethia.Thomas@horne.com)
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Document e-signed by Alethia Thomas (Alethia.Thomas@horne.com)
Signature Date: 2024-08-02 - 6:02:34 PM GMT - Time Source: server- IP address: 104.184.49.168

Agreement completed.
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DocuSign Envelope ID: EE02E015-7DD7-4255-9F37-5B5200EFF814

PROGRAM FUNDING AGREEMENT
COMMUNITY CARE EXPANSION PRESERVATION PROJECTS

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SUMMARY COVER SHEET

Program Funding Agreement ID	**7480-CA CCE-CP_2064_MONTEREY-01-G**
Program Agreement Effective Date:	6/27/2023
Program Funding Agreement Manager:	**ADVOCATES FOR HUMAN POTENTIAL, INC. (AHP)** 490-B Boston Post Road, Sudbury, MA 01776-3365 Tel: (978) 443-0055 ♦ Fax: (978) 261-1467 **AHP Contracting Officer:** Charles Galland, COO cgalland@ahpnet.com **|** 978-261-1425 **AHP Project Director:** Louise Nieto Tel: 253 238 2673 (o) **|** lnieto@ahpnet.com **AHP Direct Staff Contact:** Louise Nieto Tel: 253 238 2673 (o) **|** lnieto@ahpnet.com
County:	**County of Monterey, a political subdivision of the State of California, acting through its Department of Public Health, Behavioral Health Bureau** **ATTN: Elsa Mendoza Jimenez, MPH** Address: 1270 Natividad Road Salinas, CA 93906 Phone: 831-755-4500 Email address: jimenezem@co.monterey.ca.us
Prime Contract Identification:	**California Department of Social Services** **Agreement No.: 21-3097** **Contract Title:** *Community Care Expansion Preservation Program*
Contract Type:	Deliverable Based Type Contract
Base Period of Performance:	Effective date through January 30, 2027
Consideration/Budget:	Facility Preservation and Renovation **Not to Exceed $3,200,744.00**

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This Program Funding Agreement (the "Agreement") is entered into June 27, 2023 (the "Effective Date"), by and between **ADVOCATES FOR HUMAN POTENTIAL, INC.,** a Massachusetts corporation, with offices located at **490-B Boston Post Road, Sudbury, MA 01776** ("**AHP**"), and **COUNTY OF MONTEREY, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, ACTING THROUGH ITS DEPARTMENT OF PUBLIC HEALTH, BEHAVIORAL HEALTH BUREAU** with offices at **1270 Natividad Road Salinas, CA 93906 ("County")**. AHP and County may be referred to separately as a "Party" or collectively as "Parties."

RECITALS

A. AHP entered into an agreement with the State of California (the "State") through the California Department of Social Services ("CDSS") to facilitate program funding awards and provide services to CDSS as the third party administrator of the CDSS Community Care Expansion Preservation Program ("Program"). The agreement between CDSS and AHP shall hereinafter be referred to as the "Prime Contract" or "CDSS Contract";

B. The purpose of the Program is to preserve and avoid the closure of licensed residential adult and senior care facilities that serve applicants and recipients of Supplemental Security Income/State Supplementary Payment and Cash Assistance Program for Immigrants ("Qualified Residents"), with a priority for individuals experiencing or at risk of homelessness ("Prioritized Population");

C. Pursuant to the requirements of the Program and CDSS guidelines, counties are to use their allocation of program funds to preserve the capacity of eligible residential adult and senior care settings as well as increase the acceptance of new Qualified Residents by providing operating subsidy payments ("Operating Subsidy Payments" or "OSP") and funding capital projects addressing critical repairs, required upgrades, and ensuring that facilities are compliant with licensing standards ("Capital Projects"), with the goal of preventing closures and preserving beds in existing licensed facilities;

D. In response to that certain Notice of Funding Availability issued by AHP on behalf of CDSS on or about June 10, 2022 (the "NOFA") for the Program, and the All County Welfare Directors Letter ("ACWDL") dated December 14, 2022 (collectively referred to as "Funding Letters"), County elected to receive its noncompetitive allocation of **Three Million Two Hundred Thousand Seven Hundred Forty-Four and 00/100 Dollars ($3,200,744.00)** for the purpose of funding Operating Subsidy Payments and/or Capital Projects ("Program Funds") and has submitted to AHP an Implementation Plan ("Implementation Plan") for the administration and disbursement of the Program Funds to existing licensed adult and senior care facilities serving Qualified Residents; and;

E. This Agreement sets forth the terms and conditions of AHP's administration and management of the Program Funds and County's duties and obligations related to its receipt of Program Funds. Capitalized terms not defined herein shall have the meanings ascribed thereto in the California Welfare and Institutions Code sections 18999.97 – 18999.98.

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NOW, THEREFORE, based upon the foregoing, and in consideration of the mutual covenants and agreements herein set forth, the Parties agree as follows:

ARTICLE 1.
AUTHORITY

California Assembly Bill 172 (Chapter 696, Statutes of 2021) ("AB 172") added sections 18999.97-18999.98 to the Welfare and Institutions Code, providing the statutory basis for the Program and California Senate Bill 129 (Chapter 69, Statutes of 2021), the Budget Act of 2021, and California Assembly Bill 178 (Chapter 45, Statutes of 2022), Budget Act of 2022, provide the funding for the Program. CDSS issued the Funding Letters and AHP publishes Funding Letters on behalf of CDSS and provides technical assistance, general training and support to counties on administration, disbursement and monitoring of the Program Funds, as well as administration and fund management to CDSS.

This Agreement is entered under the authority of and in furtherance of the Program. This Agreement is the result of the County's election to accept its allocation of Program Funds and County's submission of an Implementation Plan which is subject to AHP and CDSS review and approval.

This Agreement hereby incorporates by reference County's approved Implementation Plan, as well as any report prepared by AHP in reliance on the representations and descriptions included in that Implementation Plan. This Agreement is governed by the following (collectively, the "Program Requirements"), and each of the following, as amended and in effect from time to time, is hereby incorporated by this reference as if set forth herein in full:

1.1 AB 172 (Chapter 696, Statutes of 2021), including any subsequent amendments to the statutes contained therein;

1.2 California Welfare and Institutions Code sections 18999.97 – 18999.98;

1.3 The NOFA, in the form attached to this Agreement as Attachment D; and the ACWDL dated December 14, 2022;

1.4 Guidance issued by CDSS regarding the Program;

1.5 Program Guidelines, or Program Manuals, as adopted by CDSS, and as may be amended from time to time;

1.6 The award letter(s) issued by AHP to County ("Award Letter") attached to this Agreement as Attachment E; and

1.7 All other applicable law, including, but not limited to, California Labor Code statutes applicable to public works projects.

County is solely responsible and liable for County and County's subcontractors' performance and compliance with this Agreement, the above-referenced Program Requirements, and all other local, state, and federal laws applicable to the Project.

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ARTICLE 2.
TERM

2.1 This Agreement shall commence on the Effective Date and shall expire automatically on June 30, 2027 (the "Expiration Date"); (the period from the Effective Date through the Expiration Date shall be referred to herein as the "Term"), unless earlier terminated by AHP or CDSS or assigned to CDSS pursuant to Section 2.3 below.

2.2 Upon the expiration of the Term, there shall be no extension or renewal of the Term of this Agreement, unless the Parties and CDSS otherwise agree in writing.

2.3 In the event that the Term of this Agreement is not extended, renewed, or terminated early, and either Party hereto shall have a material obligation to the other Party by the terms of this Agreement, which shall not be satisfied on or before the Expiration Date, all of AHP's rights and obligations under this Agreement shall be assigned automatically to CDSS, effective June 29, 2027, at 11:59 p.m. Each of the Parties hereto acknowledges and agrees that upon the occurrence of an assignment pursuant to this Section 2.3, such an assignment shall be effective without any further action by either Party hereto, or CDSS, and from and after the date of such an assignment: (i) CDSS shall be a Party to this Agreement and shall have all rights and obligations of AHP hereunder, and (ii) AHP shall cease to be a Party to this Agreement and shall be released from its obligations hereunder. Upon the occurrence of such assignment, the Term of this Agreement shall be extended automatically for a period of one (1) year and shall expire without any further action by either County or CDSS, unless County and CDSS otherwise agree in writing.

2.4 In the event that the Prime Contract is terminated or amended in a manner removing AHP from responsibility as a Party to this Agreement, and either Party hereto shall have a remaining obligation to the other Party by the terms of this Agreement, which shall not be satisfied on or before the Expiration Date, all of AHP's right and obligations under this Agreement shall be assigned automatically to CDSS effective upon the date of the termination or amendment.

2.5 Notwithstanding the foregoing or anything to the contrary contained herein, AHP and/or CDSS shall have the termination rights as set forth in Article 7, and Article 8, of this Agreement.

ARTICLE 3.
PROGRAM FUNDS AND DISBURSEMENT

3.1 Purpose. The County has been awarded the Program Funds in the amount set forth in this Agreement to be used solely for the purposes set forth in this Agreement and as detailed in the Implementation Plan and for no other purposes. The County shall be responsible for administering and disbursing the Program Funds for purposes that are consistent with the Program Requirements. The County may disburse Program Funds to Eligible Recipients (as defined below) for

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OSP and/or for Capital Projects. Program Funds awarded for OSP may not be commingled with Program Funds awarded for Capital Projects, and vice versa. The County is obligated to develop an application, allocation methodology and award process for Eligible Recipients consistent with the terms of this Agreement. Program Funds shall be disbursed only upon satisfaction of the requirements of this section.

3.2 Conditions of Disbursement. Within thirty (30) calendar days of the delivery to AHP of a fully executed Agreement, AHP shall disburse to the County twenty-five percent (25%) of the total amount of Program Funds awarded to the County ("Advance Disbursement"), which funds are to be used by the County in accordance with this Agreement. County shall submit proof of expenditures applied against the Advance Disbursement no later than (30) days after the end of each calendar quarter. In no event shall further Program Fund disbursements be made by AHP to County until after the Advance Disbursement has been exhausted and County has provided proof of expenditures applied against the Advance Disbursement. Such proof of expenditures shall be in a form approved by AHP and shall include any documentation requested by AHP to evidence the County's expenditures of funds, consistent with the terms of this Agreement. After the Advance Disbursement has been exhausted, disbursements shall be made by written request in a form approved by AHP and shall include any documentation requested by AHP to evidence the County's expenditures of funds, including Match Funds as described in Section 5.6, consistent with the terms of this Agreement ("Disbursement Request").

Disbursements are subject to the following:

3.2.1. County shall submit Disbursement Requests no more than once per calendar quarter, unless additional Disbursement Requests are permitted pursuant to section 3.2.4.

3.2.2. Disbursement Requests shall be submitted no earlier than the last day of each calendar quarter and no later than thirty (30) days following the last day of each calendar quarter.

3.2.3. Program Funds will be disbursed to the County for costs incurred for the Project within thirty (30) days of receipt of a complete Disbursement Request for Program Funds, provided such Disbursement Request is approved by AHP or its designee.

3.2.4. Other than the Advance Disbursement, all disbursements shall be based on actual expenditures incurred by the County. The County may

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submit requests for additional advance disbursements upon providing to AHP evidence of good cause for the additional advance disbursement, and AHP shall provide said request to CDSS for approval. Any approval or disapproval of a disbursement request for an advance disbursement is within the sole discretion of CDSS. In no event shall the balance of advance disbursements exceed 25% of the total Program Fund amount.

3.2.5. Disbursement Requests shall identify the purpose of the use of funds, whether for OSP or Capital Projects or both, and shall delineate items allocated to OSP or Capital Projects, if applicable.

3.2.6. Within ninety (90) days of the final Disbursement Request, the County shall provide AHP with (i) a reconciliation showing all expenditures made with Program Funds, including those made with the Advance Disbursement, (ii) documentation of the expenditure of all Match Funds, and (iii) any documentation or evidence requested by AHP to support such expenditures.

3.3 Documentation of Match Funds. Match Funds contributed pursuant to Article 5, Section 5.6 of this Agreement shall be reported with each Disbursement Request. In the event the Match Funds are an in-kind contribution in lieu of cash, including Project expenses incurred prior to the Effective Date (the "Sunk Costs"), the value of such in-kind contribution must be approved by AHP. All Match Funds must be expended prior to submitting the final Disbursement Request.

3.4 Disbursement of Program Funds to Eligible Recipients. The County shall be responsible for disbursement of Program Funds to Eligible Recipients. The County shall follow its standard procurement, invoicing, and reimbursement processes for the disbursement of Program Funds, consistent with the terms and conditions of this Agreement.

3.5 Additional Considerations for Program Funds Used For Capital Projects. The County shall be responsible for ensuring that Eligible Recipients comply with all construction requirements, including that Eligible Recipients comply with California Prevailing Wage laws (California Labor Code section 1720 et seq.), all permitting requirements of the local jurisdiction and any other governmental or Program Requirements. The County shall require that all facilities receiving Program Funds for Capital Projects undertaking a construction project costing more than One Million Dollars ($1,000,0000) shall obtain payment and performance bonds. Any exception to the requirement to obtain payment and performance bonds must be approved by AHP or CDSS.

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ARTICLE 4.
ELIGIBLE RECIPIENTS AND EXPENDITURES

The County shall disburse Program Funds to Eligible Recipients for the uses set forth below. In awarding Program Funds, the County shall prioritize facilities with the highest risk of closure and facilities with the highest percentage of Qualified Residents.

4.1 Eligible Recipients. Program Funds shall only be disbursed by the County to facilities meeting all of the following eligibility criteria ("Eligible Recipients"):

4.1.1 An existing licensed Adult Residential Facility as defined in Title 22, section 80001(a)(5) of the California Code of Regulations; Residential Care Facility for the Elderly, as defined in Title 22, section 87101(r)(5) of the California Code of Regulations; or a Residential Care Facility for the Chronically Ill as defined in Title 22, section 87801(r)(5) of the California Code of Regulations.

4.1.2 Currently serving at least one Qualified Resident.

4.1.3 In good standing with the Community Care Licensing Division or, if the facility is not in good standing, providing a certification that the Program Funds will bring the facility into good standing.

4.1.4 Has agreed to continue to serve Qualified Residents.

4.1.5 Has agreed to prioritize applications from Qualified Residents who are part of the Prioritized Population.

4.1.6 Has agreed to remain in good standing with Community Care Licensing Division.

4.1.7 Has agreed to use the Program Funds disbursed for the uses set forth below in Section 4.3 if Program Funds are used for OSP or Section 4.5 if the Program Funds are used for Capital Projects.

4.2 Additional Criteria for Eligible Recipients of OSP. In addition to the criteria for Eligible Recipients set forth in Section 4.1, recipients of Program Funds for OSP must also meet the following criteria:

4.2.1 Have a monthly or annual operating cash flow gap that places the facility at risk of closure or risk of reducing the number of beds for Qualified Residents.

4.2.2 Have recorded a deed restriction on the facility or property requiring that the facility continue to provide licensed adult and senior residential care for a minimum duration equal to at least the term of the agreement between the County and Eligible Recipients to fund the OSP.

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4.2.3 The duration of the agreement between the County and Eligible Recipients to fund the OSP is the period of time in which the County will be providing Program Funds for OSP to any Eligible Recipients within the County.

4.3 Eligible and Ineligible Uses of Program Funds for OSP. Program Funds used for OSP may be used to cover operating costs associated with the day-to-day physical operation of the Eligible Recipient's facility related to the Qualified Residents, including covering costs of utilities, maintenance and repair, staff and payroll costs, marketing, leasing, taxes and insurance, office supplies, accounting, and strategic planning. Examples of eligible uses are set forth in section 205 of the NOFA. Program Funds used for OSP may not supplant other funding available from existing local, state, or federal programs and grants supporting Qualified Residents and may not supplant the Qualified Residents' payments to the Eligible Recipient. Program Funds cannot be used for costs that are not related to operations, distributions to the facility owners, to pay tort claim liabilities, or to pay costs associated with a change of ownership. The County shall be responsible for ensuring that Program Funds are used for eligible purposes consistent with the Program Requirements and this Agreement.

4.4 Additional Criteria for Capital Project Eligible Recipients. In addition to the criteria for Eligible Recipients set forth in Section 4.1, recipients of Program Funds for Capital Projects must also meet the following criteria:

4.4.1 Have a gap in their financial ability to make needed repairs or upgrades, placing the facility at risk of closure or reducing the number of beds available for Qualified Residents.

4.5 Eligible and Ineligible Uses of Program Funds for Capital Projects. Program Funds used for Capital Projects are to be used for physical repairs and upgrades to an Eligible Recipient's facility, inside or outside the facility within the property line of the facility. Examples of eligible uses are set forth in section 205 of the NOFA. Program Funds used for Capital Projects may not supplant any existing funds used to support the prioritized population. Program Funds for Capital Projects shall not be used for repairs to foundations of leased facilities, projects that would expand or create new usable space, the provision of services, or for operating costs.

ARTICLE 5.
PROGRAM IMPLEMENTATION REQUIREMENTS

5.1 The County is responsible for the administration, disbursement, and monitoring of the Program Funds in accordance with the terms of this Agreement and the Program Requirements. Implementation requirements include the following:

5.2 Application Process. The County shall establish an application process for Eligible Recipients that addresses the Program priorities and goals. The application and funding selection process shall assess Eligible Recipients'

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financial capacity, and ability to adhere to the Program Guidelines, including ensuring that Eligible Recipients have sufficient staff capacity and financial resources to manage the facility. The County funding shall be distributed geographically throughout the County to the extent feasible.

5.3 Monitoring. The County is responsible for monitoring use of Program Funds to ensure that Program Funds are only used for eligible uses in a manner consistent with the Program Guidelines. The County procedures must include a corrective action plan for assessing the risk of activities, projects, and for monitoring facilities to ensure that Program Requirements are met. The County is responsible for taking appropriate action in the event that Eligible Recipients fail to use the Program Funds for eligible uses or fail to perform. The County may subcontract any of its obligations to a third party, but the County remains responsible for the obligations in this Agreement.

5.4 OSP Agreements. The County shall enter into written agreements with Eligible Recipients of Program Funds used for OSP, which at a minimum shall include (i) the Eligible Recipients reporting obligations; (ii) the requirement that the Eligible Recipient respond to requests for information from AHP and CDSS; (iii) the eligible uses of the Program Funds; (iv) the conditions under which Program Funds will be disbursed; (v) the method of disbursement; (vi) a requirement that the facility be deed restricted to provide licensed adult and senior residential care for a minimum duration equal to the term of the agreement between the County and the Eligible Recipient for the use of Program Funds for OSP; (vii) conditions for the repayment of Program Funds or cancellation of future disbursement of Program Funds; (viii) a requirement that the Eligible Recipient provide an annual audit within ninety (90) days of the end of the fiscal year, if applicable; (ix) a requirement to report material changes, such as changes in key staff or litigation against the Eligible Recipient or the facility, within thirty (30) days of such occurrence; (x) a requirement that the Eligible Recipient indemnify the County; and (xi) such other provisions required by AHP or CDSS. County may include other requirements in its the agreement with Eligible Recipients of Program Funds used for OSP.

5.5 Capital Project Agreements. The County shall enter into written agreements with Eligible Recipients of Program Funds for Capital Projects which at a minimum shall include (i) the Eligible Recipients reporting responsibilities; (ii) the requirement that the Eligible Recipient respond to requests for information from AHP and CDSS; (iii) the allowed use of the Program Funds; (iv) the conditions for disbursement of the Program Funds; (v) the method of disbursement for the Program Funds; (vi) any procurement and bidding requirements, including, but not limited to, requirements to pay prevailing wage pursuant to California Labor Code section 1720 et seq.; (vii) conditions for repayment of the Program Funds or the cancellation of future disbursements; (viii) a requirement that the Eligible Recipient provide an annual audit within ninety (90) days of the end of the fiscal year, if applicable; (ix) a requirement to report material changes, such as changes in key staff or litigation against the Eligible Recipient or the facility within thirty

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(30) days of such occurrence; (x) a requirement that the Eligible Recipient indemnify the County; (xi) if part of the County requirements, a requirement that the Eligible Recipient enter into a deed restriction to provide licensed residential care to Qualified Residents for a term determined by the County; and (xii) such other provisions required by AHP or CDSS. County may include other requirements in its agreement with Eligible Recipients of Program Funds used for Capital Projects.

5.6 Capital Project Program Fund Match. The County is required to match at least ten percent (10%) of the Program Funds for Capital Projects allocated to the County (the "Match Funds"). The County shall provide evidence to AHP of the contribution of Match Funds either in the form of cash or in-kind contributions as outlined in Article 3. Match Funds may be from the County or provided by an Eligible Recipient. In-kind Match Funds may be in the form of Sunk Costs directly related to the Capital Project, or costs directly related to the Capital Project that have already been incurred and cannot be recovered, and evidenced with documentation of paid invoices for professional services related to preconstruction of the specific Capital Project, as approved by AHP or CDSS on a case-by-case basis. In-kind Match Funds may also include donations of professional design-build services or materials directly related to the Capital Project. Any Match Funds claimed under Sunk Costs must supplement, not supplant, other fund sources. The provision of services and funds derived from the State general fund cannot be used in satisfaction of the required contribution of Match Funds.

5.7 Deed Restriction or Regulatory Agreement. The County must require Eligible Recipients receiving Program Funds for OSP to record a deed restriction or regulatory agreement on the funded facility requiring that the facility continue to provide licensed residential adult and senior care for a minimum duration equal to the term of the agreement between the County and Eligible Recipient for funding OSP. The deed restriction must be recorded on the title to the property upon which the facility is located before the County disburses any funds. If the Eligible Recipient leases the facility or property, the deed restriction must be signed by both the Eligible Recipient and the owner of the fee interest in the property and recorded against both the fee interest in the property and the leasehold. The County may, at its election, require deed restrictions for Capital Projects.

ARTICLE 6.
FISCAL ADMINISTRATION

6.1 The County shall be responsible for managing the Program Funds in compliance with the Program Requirements. The County is responsible for ensuring that Program Funds are used in accordance with the terms of this Agreement and the Program Requirements. The County is not required to establish a separate account for Program Funds but must establish a separate fund and must monitor all expenditures from the fund to ensure funds are only used for Program

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purposes. All interest earned from Program Funds shall be used for purposes consistent with the terms of this Agreement and segregated from other County funds. Minimum requirements for the management of Program Funds include the following:

6.1.1 The County, by signing this Agreement, attests that it has the capacity and ability to manage the application, disbursement and monitoring of the Program Funds required by this Agreement and the Program Requirements.

6.1.2 The County shall include in its program requirements that all Eligible Recipients are assessed for financial feasibility and ability to comply with the Program Requirements.

6.1.3 The County shall comply with all disbursement procedures for the Program Funds set forth in the County's Implementation Plan or as otherwise approved by CDSS.

6.1.4 The County shall assign the necessary staff to monitor the use of Program Funds, ensure adherence to the Program Requirements, and monitor ongoing compliance with Program Requirements for the duration of any deed restriction required by this Agreement or the Term of this Agreement, whichever is longer, or required by the County.

6.1.5 The County shall ensure that recipients of Program Funds for Capital Projects comply with State Labor Code section 1720 et seq. (State Prevailing Wage).

6.1.6 The County shall comply with any reporting and record retention requirements in the Program Requirements or this Agreement.

6.2 Any Program Funds that have been disbursed to the County but have not been expended by the expiration of the Period of Performance set forth in the Summary Cover Sheet must be returned to CDSS with accrued interest within thirty (30) calendar days after the expiration of the Period of Performance in accordance with directions provided by CDSS. County shall not be entitled to any disbursement of Program Funds after expiration of the Period of Performance and any such undisbursed funds will be retained by CDSS.

6.3 The County shall not expend more than fifteen percent (15%) of the Program Funds on County administrative costs.

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ARTICLE 7.
DEFAULT AND REMEDIES

7.1 Event of Default. Any of the following, after notice to County by AHP or CDSS, provided in accordance with the notice requirements of this Agreement, and expiration of any applicable cure period, shall constitute an Event of Default under this Agreement:

7.1.1 The County's failure to timely satisfy each or any of the conditions set forth in this Agreement, or the Award Letter.

7.1.2 The County's violation of any of the Program Requirements.

7.1.3 AHP's or CDSS's determination of the following:

7.1.3.1 The County has concealed any material fact from AHP or CDSS related to the County or any Eligible Recipients; or

7.1.3.2 Any material fact or representation, made or furnished to AHP or CDSS by the County in connection with this Agreement shall have been untrue or misleading at the time that such fact or representation was made known to AHP, or subsequently becomes untrue or misleading; or

7.1.3.3 Any Certification provided by the County is determined to be untrue or misleading;

7.1.3.4 Any objectives or requirements of the Program cannot be met in accordance with this Agreement or within applicable timeframes, as memorialized by this Agreement.

7.2 Right to Cure. If the breach, violation, or default pursuant to Section 7.1 is not cured to AHP's and CDSS' satisfaction, as determined by AHP and CDSS, each in their sole and absolute discretion, within fourteen (14) days of notice to the County, provided in accordance with the notice requirements of this Agreement, then AHP, with CDSS approval, may declare an Event of Default under this Agreement.

7.2.1 Notwithstanding the foregoing, the County may request additional time to cure any default from AHP. AHP may, but shall not be required to, grant any such request, subject to CDSS approval, in CDSS's sole discretion. CDSS's approval of the County's request for additional time to cure shall be subject to the County's continuing and diligent efforts to cure, and any additional cure period provided to the County shall be reasonable, as determined by CDSS, in CDSS's sole discretion. AHP, shall provide notice to County of approval or denial of County's request for additional time to cure any default. In no event shall any extension of the cure period exceed thirty (30) days.

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7.3 AHP/CDSS Remedies. Upon the occurrence of an Event of Default, AHP (on CDSS's behalf) and/or the State (represented by CDSS in this Agreement) may take any and all actions or remedies that are available under this Agreement, at law, or in equity, including but not limited to the following:

7.3.1 temporarily withhold disbursement of Program Funds pending correction of the breach, violation, or default;

7.3.2 disallow use of Program Funds for all or part of the costs resulting from the breach, violation, or default;

7.3.3 wholly or partly suspend or terminate this Agreement and the County's award of Program Funds, or disbursements thereof (any such suspension or termination of this Agreement or the County's award of Program Funds shall be effective upon the County's receipt of AHP or CDSS notice of termination or suspension);

7.3.4 withhold or deny further Program Funds or awards to the County;

7.3.5 require the County to return all or part of any Program Funds, including any interest;

7.3.6 specific performance;

7.3.7 injunctive relief; and

7.3.8 any and all remedies allowed by law or equity.

ARTICLE 8.
TERMINATION

8.1 AHP and/or CDSS shall have the right, each in its sole discretion and without prejudice to any other rights and remedies it may have under applicable law, to terminate this Agreement immediately upon notice of such termination to the County, if (i) an Event of Default occurs; (ii) three (3) violations, breaches or defaults by the County of the terms and conditions of this Agreement (whether the same or different) occur within any twelve-month period, regardless of whether any or all such violations, breaches or defaults are timely corrected; (iii) the County files a petition in bankruptcy or is adjudicated by a court of competent jurisdiction to be bankrupt or insolvent, or makes an assignment for the benefit of creditors or an arrangement pursuant to any bankruptcy law, or if the County discontinues or dissolves its business or if a receiver is appointed for the County or the County's business; or (iv) County fails to provide AHP with adequate assurances within a reasonable time that County is financially solvent, or AHP or CDSS determines that County is financially insecure.

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8.2 Notwithstanding the foregoing, or anything to the contrary stated herein, AHP may terminate this Agreement upon thirty (30) days' notice if AHP is directed by CDSS to terminate this Agreement.

8.3 Upon termination of this Agreement for any reason, neither AHP nor CDSS shall be liable for any work that is not performed in accordance with the Agreement or for any commitments made by the County to any Eligible Recipient. Upon any termination, neither AHP nor CDSS shall be responsible for any additional disbursements of Program Funds after the termination date or for any damages to the County as a result of such termination. Upon termination, County shall cease to disburse Program Funds to Eligible Recipients and shall return all Program Funds to the State at the direction of AHP or CDSS.

ARTICLE 9.
POLICIES AND LEGAL AUTHORITIES

9.1 The County shall comply with all California and federal law, regulations, and published guidelines, to the extent that these authorities contain requirements applicable to the County's performance under this Agreement, including any licensing and health and safety requirements.

9.2 The County shall comply with California Welfare and Institutions Code sections 18999.97 – 18999.98 et seq., including any related CDSS guidance, regulations, and/or subsequent additions or amendments thereto.

9.3 In the event the County does not comply with the terms of this Article 9, AHP shall give notice in accordance with section 15.7 and shall have all rights set forth in Article 7 and Article 8.

ARTICLE 10.
INDEMNIFICATION

10.1 The County shall indemnify, defend, and hold harmless AHP, its officers, employees and agents, and CDSS and its officers, employees and agents, against liabilities to third persons and other losses (not compensated by insurance or otherwise) and for any costs and expenses incurred by AHP and CDSS, including reasonable attorneys' fees, judgments, settlements or penalties against all liabilities, claims, suits, demands or liens for damages to persons or property (collectively "Claims") (unless such Claims arise from the gross negligence or willful misconduct of AHP or CDSS), arising out of, resulting from, or relating to, County's performance under this Agreement and including, but not limited to, the following:

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10.1.1 Any act, omission, or statement of the County, or any person employed by or engaged under contract with the County, that results in injury (including death), loss, or damage to any person or property;

10.1.2 Any failure on the part of the County to comply with applicable Program Requirements and requirements of law;

10.1.3 Any act or omission of any Eligible Recipient, including but not limited to any failure of any Eligible Recipient to comply with the Program Requirements and the terms of this Agreement.

10.1.4 Any failure on the part of the County or an Eligible Recipient to satisfy all claims for labor, equipment, materials and other obligations relating to the performance of the work hereunder;

10.1.5 Any injury to property or person occurring on or about the infrastructure or the property of the County or any Eligible Recipient; or

10.1.6 Any claims related to the use, generation, storage, release, threatened release, discharge, disposal or presence of hazardous materials on, under or about the property upon which any facility funded with Program Funds is located.

10.2 The County shall indemnify AHP and/or CDSS under this clause for any of the above acts attributable to its employees, consultants, agents, and/or lower-tiered subcontractors, including Eligible Recipients, in connection with this Agreement. AHP or CDSS shall provide timely notice of any Claims describing in reasonable detail such facts and circumstances with respect to such Claims. The County shall defend AHP and/or CDSS with counsel reasonably acceptable to AHP and/or CDSS. AHP and/or CDSS may, each, at its option and own expense, engage separate counsel to advise regarding the Claim and its defense. Such counsel may attend all proceedings and meetings. The County shall not settle any Claim without the consent of AHP and/or CDSS, as applicable.

10.3 The County agrees to indemnify, defend and save harmless AHP, its officers, agents and employees and CDSS, its officers, agents and employees from any and all claims, costs (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened), and losses 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 the County in connection with this Agreement.

10.4 This indemnification shall survive the expiration or termination of the Agreement.

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ARTICLE 11.
PREVAILING WAGE

Any construction work that is funded with Program Funds is subject to state prevailing wage law, including California Labor Code section 1720 *et seq.* The County is responsible for ensuring that all Eligible Recipients comply with Prevailing Wage law as well as any other applicable federal or state labor requirements.

ARTICLE 12.
RELOCATION.

The County is responsible for ensuring that all Eligible Recipients comply with applicable relocation laws, including Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. section 4601 et seq.), the California Relocation Assistance Law (California Government Code section 7260 et seq.) and their implementing regulations ("Relocation Laws"), if any Program Funds will be used for projects that will result in the displacement, as that term is defined in the Relocation Laws, of any persons, businesses, or farm operations. Pursuant to the Relocation Laws and guidance provided by CDSS, the County is responsible for ensuring that an Eligible Recipient (i) has a relocation plan prior to proceeding with any phase of a project or other activity that will result in the displacement of persons, businesses, or farm operations; and (ii) provides any required notices and relocation benefits. The County is also responsible for ensuring compliance with California Health & Safety Code and corresponding regulations for the safe transfer and relocation of residents in residential care facilities licensed by CDSS, and ensuring that Eligible Recipients obtain CDSS's approval of a relocation plan for each resident in care in a manner specified by CDSS.

ARTICLE 13.
INSPECTIONS, AUDITS, AND RECORD RETENTION

13.1 AHP and CDSS and any of their authorized representatives shall have the right to access any documents, papers, or other records of the County and any Eligible Recipients which are pertinent to the Program Funds, for the purpose of performing audits, examinations, and/or review regarding compliance with the provisions of this Agreement and the Program Requirements. Such monitoring activities shall include, but are not limited to, inspection of the County and Eligible Recipient's books and records, in addition to site inspections, as AHP or CDSS deems appropriate.

13.2 AHP and CDSS and any of their authorized representatives may perform compliance reviews and review procedures and documents pertaining to the County's compliance with the terms of this Agreement and Eligible Recipient's compliance with the Program Requirements, perform onsite visits and desk reviews in order to ensure Program Funds are expended for eligible uses and to

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protect against fraud, waste and abuse. The County shall include in all agreements with Eligible Recipients, a requirement that the Eligible Recipient; (i) provide to AHP, and its authorized representatives, and CDSS and its authorized representatives access to the Eligible Recipient's records and facilities; and (ii) cooperate with any desk reviews.

13.3 The right to access records also includes timely and reasonable access to the County's and the Eligible Recipient's personnel for the purpose of interview and discussion related to the requested documents and/or information.

13.4 The right to access records is not limited to the required retention period but lasts as long as the records are retained by County and the Eligible Recipient.

13.5 The County shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Program Funds for the term of this Agreement and for a minimum of three (3) years thereafter, and require that all Eligible Recipients retain all records related to the Program Funds for the same period.

13.6 The County shall, and shall ensure that each of its Eligible Recipients shall, comply with the requirements set forth in Attachment C – The California Department of Social Services Confidentiality and Information Security Requirements.

13.7 Any review or inspection undertaken by AHP, its designee, or CDSS, or its designee, of the County's records or of any Eligible Recipient's records or facility is solely for the purpose of determining whether the County or the Eligible Recipient is properly discharging its obligations to CDSS, and should not be relied upon by the County or by any third parties as a warranty or representation by AHP or CDSS as to the quality of the design, construction, or operation of any project. The County agrees that claims based upon an audit finding and/or an audit finding that is appealed and upheld shall be recovered by AHP or CDSS by one of the following options:

13.7.1 The County's remittance to AHP or CDSS of the full amount of the audit exception within thirty (30) days following AHP request for payment; or

13.7.2 A repayment schedule which is agreeable to AHP, CDSS and County.

AHP reserves the right to select which option described above shall be employed; and AHP shall notify the County in writing of the claim procedure to be utilized. Interest on the unpaid balance of the audit finding or debt shall accrue at a rate equal to the maximum allowed by applicable law.

13.8 Reporting Requirements. The County shall provide AHP and CDSS with the following reports:

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13.8.1 Quarterly reports submitted within thirty (30) days of the end of each quarter.

13.8.2 An annual Program Fund Expenditure Report to be submitted not later than January 31st of each year for the prior calendar year.

13.8.3 A final report to be submitted no later than sixty (60) days after the final disbursement of Program Funds to Eligible Recipients.

All reports shall be in a form and contain such information as required by CDSS in its sole and absolute discretion. In addition to the above reporting requirements, AHP and CDSS may request additional reports and information necessary for AHP and CDSS to monitor compliance with the Program Requirements. The County shall be responsible for obtaining any necessary reporting information from its Eligible Recipients.

ARTICLE 14.
THIRD PARTY BENEFICIARIES.

The State, represented by CDSS in this Agreement, is a third party beneficiary of this Agreement. This Agreement shall not be construed so as to give any other person or entity, other than the Parties and CDSS, any legal or equitable claim or right. CDSS or another authorized department or agency representing the State of California may enforce any provision of this Agreement to the full extent permitted in law or equity as a third party beneficiary of this Agreement. The State may take any and all remedies available in law and equity. In the event of litigation, the State may choose to seek any type of damages available in law or equity, up to the full amount of Program Funds awarded to the County.

The County shall name AHP and CDSS as third party beneficiaries with rights of enforcement in all agreements entered into by the County with Eligible Recipients.

ARTICLE 15.
MISCELLANEOUS.

15.1 Dispute Resolution:

15.1.1 The Parties shall use reasonable efforts to resolve any dispute arising under this Agreement within thirty (30) days pursuant to informal mediation before a retired judge with Judicial Arbitration and Mediation Services ("JAMS") in Los Angeles, California.

15.1.2 If the Parties cannot resolve a dispute arising under this Agreement pursuant to Section 15.1.1, the Parties shall submit such dispute to arbitration in accordance with the provisions of the American Arbitration Association. The Parties shall conduct any arbitration in Los Angeles, California. The arbitrator's decision in any such arbitration shall be final, conclusive, and binding on the Parties.

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15.1.3 TO THE FULLEST EXTENT PERMITTED BY LAW, THE PARTIES HEREBY UNCONDITIONALLY WAIVE ANY RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY CLAIM ARISING OUT OF THIS AGREEMENT.

15.1.4 The County shall be obligated to continue to perform pursuant to this Agreement while any dispute is pending.

15.1.5 This Section 15.1 shall not apply to the State.

15.2 Attorneys' Fees. If a dispute arising out of this Agreement is finally adjudicated, the non-prevailing party shall pay the prevailing party's reasonable expenses incurred in connection therewith, including reasonable arbitration costs and reasonable attorneys' fees. If multiple items are disputed and the final decision is split, then the Parties shall allocate such expenses pro rata as to each item. Section 15.2 does not apply to the State.

15.3 Waiver. AHP's failure to notify the County of a breach or to insist on strict performance of any provision of this Agreement shall not constitute waiver of such breach or provision.

15.4 Remedies. No remedy in this Agreement is exclusive of any other remedy available under this Agreement, at law or in equity. AHP or CDSS may seek equitable relief, including an injunction, against the County in connection with any breach or threatened breach of this Agreement.

15.5 Limitation of Liability. Except as otherwise provided in this Agreement, or by applicable law, the County waives any right to seek, and AHP and CDSS shall not be liable for, any special, consequential, or punitive damages; indirect, or incidental damages; or for any loss of goodwill, profits, data, or loss of use arising out of, resulting from, or in any way connected with the performance or breach of this Agreement, even if the County advises AHP or CDSS of the possibility of any such damages.

15.6 Relationship. The County is an independent contractor with respect to AHP. This Agreement is not intended to create a partnership, joint venture, employment, or fiduciary relationship between the Parties or between any Party hereto and CDSS.

15.7 Notices. Notices under this Agreement must be (i) in writing; (ii) addressed to the receiving Party at the address described in the Summary Cover Sheet (unless notice of a different address is given); and (iii) (A) if personally delivered to the recipient, notice is effective upon delivery, (B) if sent by a nationally recognized overnight courier service, notice is effective on the first business day following its timely deposit with such courier service, delivery fees for next business day delivery prepaid; no signature affirming receipt by the receiving party is required, the internal records of the courier service shall be accepted as sufficient evidence of the date of the deposit of the notice with the courier service, or (C) if sent by

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certified U.S. mail, notice is effective three (3) days after deposit thereof in the U.S. mail, postage prepaid, certified, return receipt requested. Counsel for a Party may send notice on behalf of its client.

15.7.1 Notwithstanding the foregoing, the Parties may deliver any approval, disapproval, or request therefor via email. Such email notices and deliveries shall be valid and binding on the Parties, subject to the following:

15.7.1.1 Such email must be properly addressed to the other Party's Designated Representatives. For purposes of this Agreement, "Designated Representative" means initially (i) for AHP, Louise Nieto, lnieto@ahpnet.com and Sheronna Quinine, squinine@ahpnet.com; and (ii) for the County, Elsa Mendoza Jimenez, MPH, jimenezem@co.monterey.ca.us and Joseph Maculoso, MPA, macalusoJ@co.monterey.ca.us. A Party may change a Designated Representative only upon notice to the other Party pursuant to the requirements of Section 15.7(iii)(A), (B) or (C).

15.7.1.2 If the sender receives a bounce-back, out-of-office or other automated response indicating non-receipt, the sender shall (i) re-attempt delivery until the other Party confirms receipt, or (ii) deliver the item in accordance with Section 15.7(iii) (A), (B) or (C).

15.8 Governing Law. The place of performance of this Agreement is California and the laws of the State of California, shall govern the validity, performance, enforcement, and interpretation of this Agreement. Any litigation or enforcement of an award must be brought in the appropriate state or federal court in the State of California, County of Sacramento. Each Party consents to personal and subject matter jurisdiction and venue in such courts and waives the right to change venue with respect to any such proceeding. The Parties acknowledge that all directions issued by the forum court, including injunction and other decrees, shall be binding and enforceable in all jurisdictions and countries.

15.9 Assignment. The County shall not assign, delegate, or otherwise transfer this Agreement, or its duties, or obligations in connection therewith, in whole or in part without the prior approval of AHP and CDSS. AHP's obligations under this Agreement shall be assignable to CDSS or CDSS's designee upon CDSS's request without the County's consent. In the event that AHP assigns its obligations under this Agreement to CDSS, AHP shall make commercially reasonable efforts to transition any reasonably necessary documentation related to this Agreement to CDSS or its designee, at no cost to CDSS provided however, that AHP shall have no obligation to incur any liability, pay fees, charges, or reimbursement in connection with any assignment, wind-down or transition services.

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15.10 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the Parties with respect to its subject matter. It supersedes all oral or written agreements or communications between the Parties. No understanding, agreement, modification, change order, or other matter affecting this Agreement shall be binding, unless in writing, signed by both Parties. No handwritten changes shall be effective unless initialed by each Party.

15.11 Independent Legal and Tax Advice. AHP and the County, each, have reviewed and negotiated this Agreement using such independent legal and tax counsel as each has deemed appropriate.

15.12 Exhibits. The Attachments, Schedules, and Addenda, attached to this Agreement are a part of this Agreement and incorporated into this Agreement by reference.

15.13 Partial Invalidity. If any part of this Agreement is unenforceable, the remainder of this Agreement and, if applicable, the application of the affected provision to any other circumstance, shall be fully enforceable.

15.14 Captions. The headings contained herein are for convenience only and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement.

15.15 Force Majeure. Neither Party shall be liable to the other for loss or damages due to failure or delay in rendering performance caused by circumstances beyond its reasonable control, if such failure could not have been overcome by the exercise of due diligence, due care, or foresight. Circumstances may include, but are not limited to, acts of God or a public enemy; wars; acts of terrorism; riots; fires; floods; epidemics; quarantine restrictions; labor disputes; strikes; defaults of subcontractors/vendors; failure/delays in transportation; unforeseen freight embargoes; unusually severe weather; or any law/order/regulation/request of a state or local government entity, the U.S. Government, or of any agency, court, commission, or other instrumentality of any such governments. Times of performance under this Agreement may be appropriately extended for excused delays if the Party whose performance is affected promptly notifies the other of the existence and nature of such delay.

15.16 Publicity. Without prior written approval of the other, neither Party shall use the other's name or make reference to the other Party or any of its employees in publications, news releases, advertising, speeches, technical papers, photographs, sales promotions, or publicity purposes of any form related to this work or data developed hereunder, unless disclosure of such materials is required by legal, accounting, or regulatory requirements beyond the disclosing Party's reasonable control. Use of either Party's name may be made in internal documents, annual reports, and proposals. This section shall survive expiration/termination of this Agreement. Notwithstanding the foregoing, the County agrees that the State may use and refer to the County and any Eligible Recipients in any publication, news release, advertising, speech, technical paper, or for any other purposes.

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15.17 Notice of Litigation. Promptly, and in any event within one (1) business day after an officer or other authorized representative of the County obtains knowledge thereof, the County shall provide written notice to AHP of (i) any litigation or governmental proceeding pending against the County which could materially adversely affect the County's or any of its Eligible Recipient's ability to perform its obligations under this Agreement and the Program Requirements, and (ii) any other event which is likely to materially adversely affect the County or an Eligible Recipient's ability to perform its obligations under this Agreement and the Program Requirements.

15.18 Survival. Except as otherwise stated, sections that by their terms impose continuing obligations or establish continuing rights shall be deemed to survive the expiration or termination of this Agreement.

15.19 Successors. This Agreement shall be binding upon the Parties, their successors, and assigns.

15.20 Approvals. Whenever this Agreement calls for a Party's approval or for CDSS's approval, approval shall mean prior written approval (including via email), not to be unreasonably conditioned, delayed, or withheld, unless sole discretion is expressly noted.

15.21 Counterparts; Electronic Signatures. The Parties may sign this Agreement in several counterparts, each of which constitutes an original, but all of which together constitute one instrument. Electronic signatures are valid and shall bind the Party delivering such signature.

SIGNATURES ON THE FOLLOWING PAGE

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IN WITNESS THEREOF, the Parties hereto have executed this Agreement by their duly authorized respective officers as of the day and year last written below.

AHP:

ADVOCATES FOR HUMAN POTENTIAL, INC.

By: DocuSigned by: Charlie Galland AEB9BE9892F5471...

CHARLES GALLAND,
CHIEF OPERATING OFFICER

Date: 6/27/2023

SPONSOR:

COUNTY OF MONTEREY

By: DocuSigned by: Elsa Mendoza Jimenez, MPH C7A30BA59CA8423...

ELSA MENDOZA JIMENEZ, MPH,
DIRECTOR OF HEALTH SERVICES

Date: 6/27/2023

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LIST OF ATTACHMENTS

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Attachment A

STATE REQUIREMENTS

1. California Civil Rights Requirements

a. During the performance of this Agreement, County and its subcontractor*s* shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. County shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. County and its subcontractors shall comply with the provision*s* 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 *et seq.*), the regulations or standards adopted by CDSS to implement such article, the Unruh Civil Rights Act (California Civil Code § 51), and Title VI of the Civil Rights Act of 1964.

County shall permit access by representatives of the Department of Fair Employment and Housing, AHP and/or CDSS 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 to ascertain compliance with this clause. County and its subcontractor*s* 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.)

County shall include the nondiscrimination and compliance provisions of this section in all subcontracts to perform work under the Agreement.

b. Pursuant to Public Contract Code § 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of $100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

(1) CALIFORNIA CIVIL RIGHTS LAWS: County certifies compliance with the Fair Employment and Housing Act (Gov. Code § 12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 *et*

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seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135 *et seq.*), the regulations or standards adopted by CDSS to implement such article, the Unruh Civil Rights Act (California Civil Code § 51), and Title VI of the Civil Rights Act of 1964.

(2) EMPLOYER DISCRIMINATORY POLICIES: For contracts executed or renewed after January 1, 2017, if County has an internal policy against a sovereign nation or peoples recognized by the United States government, County certifies that such policies are not used in violation 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 *et seq.*), the regulations or standards adopted by CDSS to implement such article, the Unruh Civil Rights Act (California Civil Code § 51), and Title VI of the Civil Rights Act of 1964.

c. In the event of County's noncompliance with the requirements of the provisions herein or with any state or federal statutes, rules, regulations, or orders regarding civil rights or non-discrimination requirements, this Agreement may be cancelled, terminated, or suspended in whole or in part and County may be declared ineligible for further state contracts or grants.

d. County will include the contractor certification provisions required by this section in every subcontract or purchase order unless exempted by federal or state statutes, rules, regulations, or orders, so that such provisions will be binding upon each County or vendor. County will take such action with respect to any subcontract or purchase order AHP may direct as a means of enforcing such provisions.

2. Subcontract Requirements

a. County may enter into subcontracts for services to be performed pursuant to the Program Funding Agreement, provided such subcontracts are consistent with this Agreement and provided further that County follows its procurement policy, a copy of which has been previously provided to and approved by AHP. AHP or CDSS reserve the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require County to terminate subcontracts entered into in support of this Agreement.

(1) Upon receipt of a written notice from AHP requiring the substitution and/or termination of a subcontract, County shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within thirty (30) calendar days, unless a longer period is agreed to by CDSS.

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b. County shall maintain a copy of each subcontract, including supporting documentation of cost reasonableness for subcontracting services sand shall, upon request by AHP or CDSS, make copies available for approval, inspection, or audit.

c. AHP and/or CDSS assume no responsibility for the payment of subcontractors used in the performance of this Agreement and/or subcontract agreements between the County and Eligible Recipients. County accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement and/or subcontract agreements between the County and Eligible Recipients.

d. County is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.

e. County shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.

f. County agrees to include the following clause, relevant to record retention, in all subcontracts for services:

> Subcontractor agrees to maintain and preserve, until three years after termination of this Agreement and final payment of Program Funds, to permit AHP or CDSS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records.

g. Except as otherwise provided in this Agreement, or as may be stipulated in writing by AHP, AHP shall be County's sole point of contract for all matters related to performance and payment under this Agreement.

h. County shall, as applicable, advise all subcontractors of their obligations to comply with this Attachment.

3. Income Restrictions

Unless otherwise stipulated in this Agreement, County agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by County under this Agreement shall be paid by County to AHP so that AHP can pay CDSS, to the extent that they are properly allocable to costs for which County has been reimbursed by AHP under this Agreement.

4. Site Inspection

The State has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract-supported activities and

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the premises in which it is being performed. If any inspection or evaluation is made of the premises of County, County shall provide and shall require its contractors and subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work**.**

5. Warranties

County represents and warrants that:

a. It is free to enter into and fully perform this Agreement.

b. It has secured and will secure all rights and licenses necessary for its performance of this Agreement.

c. It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to AHP or CDSS in this Agreement.

d. It has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

e. It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way County's performance of this Agreement.

f. All materials and equipment furnished in accordance with this Agreement and all work performed by County will be of good and workmanlike quality, free from faults and defects, and in conformance with the Agreement.

g. It shall comply with all applicable laws in connection with its performance of its obligations under this Agreement.

h. The provisions set forth herein shall survive any termination or expiration of this Agreement or any Project schedule.

6. Suspension or Stop Work Notification

a. AHP may, at any time, issue a notice to suspend performance or stop work under this Agreement. The initial notification may be a verbal or written directive issued by AHP's Designated Representative. Upon receipt of said notice, County is to suspend and/or stop all, or any part of, the work called for by this Agreement.

b. Written confirmation of the suspension or stop work notification with directions as to what work (if not all) is to be suspended and how to proceed will be

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provided within thirty (30) working days of the verbal notification. The suspension or stop work notification shall remain in effect until further written notice is received from AHP. The resumption of work (in whole or part) will be at AHP's discretion and upon receipt of written confirmation.

(1) Upon receipt of a suspension or stop work notification, County shall immediately comply with its terms and take all reasonable steps to minimize or halt the incurrence of costs allocable to the performance covered by the notification during the period of work suspension or stoppage.

(2) Within ninety (90) days of the issuance of a suspension or stop work notification, AHP shall either:

(a) Cancel, extend, or modify the suspension or stop work notification; or

(b) Terminate the Agreement as provided for in the Cancellation/ Termination clause of the Agreement.

c. If a suspension or stop work notification issued under this clause is canceled or the period of suspension or any extension thereof is modified or expires, County may resume work only upon written concurrence of AHP.

d. If the suspension or stop work notification is cancelled and the Agreement resumes, changes to the services, deliverables, performance dates, and/or agreement terms resulting from the suspension or stop work notification shall require an amendment to the Agreement.

e. If a suspension or stop work notification is not canceled and the Agreement is cancelled or terminated pursuant to the provision entitled Cancellation/ Termination, AHP shall allow reasonable costs resulting from the suspension or stop work notification in arriving at the settlement costs.

f. In accordance with Article10 and Section 15.5 of the Agreement, AHP shall not be liable to County or its subcontractors for loss of profits because of any suspension or stop work notification issued under this clause.

7. Compliance with Statutes and Regulations

a. County shall comply with all applicable California and federal law, regulations, and published guidelines in connection with this Agreement.

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Attachment B

State of California
Department of Social Services

CERTIFICATION REGARDING LOBBYING AND CONFLICTS OF INTEREST

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. By entering into the Agreement and accepting Program Funds, County is in compliance with the Political Reform Act of 1978 and regulations promulgated by the Fair Political Practices Commission (FPPC) regarding requirements relating to lobbying and conflicts of interest.

1. County is aware of California state laws and regulations regarding employing current or former state employees. If County has any questions on the status of any person rendering services or involved with the Agreement, AHP must be contacted immediately for clarification.

(a) Current State Employees (Pub. Contract Code § 10410): 1). No officer or employee of the State 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. No officer or employee of the State shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

(b) Former State Employees (Pub. Contract Code § 10411): 1). 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 they 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. For the twelve-month period from the date they left state employment, no former state officer or employee may enter into a contract with any state agency if they were 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 their leaving state service.

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If County violates any provisions of above paragraphs, such action by County 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)).

County of Monterey, a political subdivision of the State of California, acting through its Department of Public Health, Behavioral Health Bureau	**Elsa Mendoza Jimenez, MPH**
Name of County	**Printed Name of Person Signing for County**
Contract Number 5180-213097	DocuSigned by: Elsa Mendoza Jimenez, MPH C7A30BA59CA8423...
Contract Number	**Signature of Person Signing for County**
6/27/2023	**Director of Health Services**
Date	**Title**

After execution by or on behalf of County, please return to:
California Department of Social Services

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Attachment C

The California Department of Social Services
Confidentiality and Information Security Requirements
County - v 2019 01

This Confidentiality and Information Security Requirements – Attachment C (hereinafter referred to as "this Exhibit" or "Attachment C") sets forth the information security and privacy requirements County is obligated to follow with respect to all confidential and sensitive information (as defined herein) disclosed to or collected by County, pursuant to the Agreement in which this Attachment is incorporated. CDSS, AHP and County desire to protect the privacy and provide for the security of CDSS Confidential, Sensitive, and/or Personal (CSP) Information (hereinafter referred to as "CDSS CSP") in compliance with state and federal statutes, rules and regulations.

. **Order of Precedence.** With respect to information security and privacy requirements for all CDSS CSP, unless specifically exempted, the terms and conditions of this Attachment shall take precedence over any conflicting terms or conditions set forth in any other part of the Agreement between County and AHP.

I. **Effect on lower tier transactions.** The terms of this Attachment shall apply to all lower tier transactions (e.g., agreements, sub-agreements, contracts, subcontracts, and sub-awards, etc.). County shall incorporate the contents of this Attachment into each lower tier transaction.

II. **Confidentiality of Information.**

a. **DEFINITIONS.** The following definitions apply to this Attachment and relate to CDSS Confidential, Sensitive, and/or Personal Information:

i. "Confidential Information" is information maintained by CDSS that is exempt from disclosure under the provisions of the California Public Records Act (Government Code sections 6250 *et seq.*) or has restrictions on disclosure in accordance with other applicable state or federal laws.

ii. "Sensitive Information" is information maintained by CDSS which is not confidential by definition, but requires special precautions to protect it from unauthorized access and/or modification (i.e., financial or operational information). Sensitive information is information in which the disclosure would jeopardize the integrity of CDSS (i.e., CDSS' fiscal resources and operations).

iii. "Personal Information" is information, in any medium (paper, electronic, or oral) that identifies or describes an individual (i.e., name, social security number, driver's license, home/mailing address, telephone number, financial matters with security codes, medical insurance policy number, Protected Health Information (PHI), etc.) and must be protected from inappropriate access, use or disclosure, and must be made accessible to

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information subjects upon request. It can also be information in the possession of the Department in which the disclosure is limited by law or contractual Agreement (i.e., proprietary information, etc.).

iv. "Breach" is

1. the unauthorized acquisition, access, use, or disclosure of CDSS CSP in a manner which compromises the security, confidentiality or integrity of the information; or the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(f).

v. "Information Security Incident" is

1. unauthorized access or disclosure, modification or destruction of, or interference with, CDSS CSP that actually or potentially jeopardizes the confidentiality, integrity, or availability of an information system or the information the system processes, stores, or transmits or that constitutes a violation or imminent threat of violation of any state or federal law or in a manner not permitted under the Agreement, including this Exhibit.

b. CDSS CSP which may become available to County as a result of the implementation of the Agreement shall be protected by County from unauthorized access, use, and disclosure as described in this Attachment.

c. County is notified that unauthorized disclosure of CDSS CSP may be subject to civil and/or criminal penalties under state and federal law, including but not limited to:

- California Welfare and Institutions Code section 10850
- Information Practices Act – California Civil Code section 1798 *et seq.*
- Public Records Act – California Government Code section 6250 *et seq.*
- California Penal Code section 502, 11140–11144, 13301–13303
- Health Insurance Portability and Accountability Act of 1996 ("HIPAA") – 45 CFR Parts 160 and 164
- Safeguarding Information for the Financial Assistance Programs – 45 CFR Part 205.50
- Unemployment Insurance Code section 14013

d. **EXCLUSIONS.** "Confidential Information," "Sensitive Information," and "Personal Information" (CDSS CSP) does not include information that:

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i. is or becomes generally known or available to the public other than because of a breach by County of these confidentiality provisions;

ii. already known to County before receipt from CDSS without an obligation of confidentiality owed to CDSS;

iii. provided to County from a third party except where County knows, or reasonably should know, that the disclosure constitutes a breach of confidentiality or a wrongful or tortious act; or

iv. independently developed by County without reference to CDSS CSP.

III. County Responsibilities.

a. **TRAINING.** County shall instruct all employees, agents, and subcontractors with access to CDSS CSP regarding:

i. The confidential nature of the information;

ii. The civil and criminal sanctions against unauthorized access, use, or disclosure found in the California Civil Code section 1798.55, Penal Code section 502 and other state and federal laws;

iii. CDSS procedures for reporting actual or suspected information security incidents in Paragraph V – Information Security Incidents and/or Breaches; and

iv. That unauthorized access, use, or disclosure of CDSS CSP is grounds for immediate termination of this Agreement and may be subject to penalties, both civil and criminal.

b. **USE RESTRICTIONS.** County shall take the appropriate steps to ensure that their employees, agents, and subcontractors will not intentionally seek out, read, use, or disclose CDSS CSP other than for the purposes described in the Agreement and to meet its obligations under the Agreement.

c. **DISCLOSURE OF CDSS CSP.** County shall not disclose any individually identifiable CDSS CSP to any person other than for the purposes described in the Agreement and to meet its obligations under the Agreement.

d. **SUBPOENA.** If County receives a subpoena or other validly issued administrative or judicial notice requesting the disclosure of CDSS CSP, County will immediately notify the AHP Project Director and CDSS Information Security and Privacy Officer. In no event should notification to CDSS occur more than three (3) business days after receipt by County's responsible unit for handling subpoenas and court orders.

e. **INFORMATION SECURITY OFFICER.** County shall designate an

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Information Security Officer to oversee its compliance with this Attachment and to communicate with CDSS on matters concerning this Attachment.

f. **REQUESTS FOR CDSS CSP BY THIRD PARTIES.** County shall promptly transmit to the AHP Project Director and CDSS Information Security and Privacy Officer all requests for disclosure of any CDSS CSP requested by third parties to the Agreement (except from an individual for an accounting of disclosures of the individual's personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.

g. **DOCUMENTATION OF DISCLOSURES FOR REQUESTS FOR ACCOUNTING.** County shall maintain an accurate accounting of all requests for disclosure of CDSS CSP Information and the information necessary to respond to a request for an accounting of disclosures of personal information as required by Civil Code section 1798.25, or any applicable state or federal law.

h. **RETURN OR DESTRUCTION OF CDSS CSP ON EXPIRATION OR TERMINATION.** Upon expiration or termination of the Agreement between County and AHP, or upon a date mutually agreed upon by the Parties following expiration or termination, County shall return or destroy CDSS CSP. If return or destruction is not feasible, County shall provide a written explanation to the AHP Project Director and CDSS Information Security and Privacy Officer, using the contact information in this Agreement. CDSS, in its sole discretion, will make a determination of the acceptability of the explanation and, if retention is permitted, shall inform County in writing of any additional terms and conditions applicable to the retention of CDSS CSP.

i. **RETENTION REQUIRED BY LAW.** If required by state or federal law, County may retain, after expiration or termination, CDSS CSP for the time specified as necessary to comply with the law.

j. **RECORDS RETENTION:** Maintain all project materials and records pertaining to service delivery and fiscal and administrative controls for three years after final payment has been made under the terms of this Agreement, or until all pending county, State and federal audits are completed, whichever is later. County agrees that the State or its designated representative shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. Upon request, the County shall promptly make these materials and records available to the State or its representative including the State Auditor. County agrees to allow the State or its representative access to such records during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, County agrees to include a similar right of the State to audit records and interview staff in any subcontract related to this Agreement.

k. **OBLIGATIONS CONTINUE UNTIL RETURN OR DESTRUCTION.** County's obligations regarding the confidentiality of CDSS CSP set forth in this

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Agreement, including but not limited to obligations related to responding to Public Records Act requests and subpoenas, shall continue until County returns or destroys CDSS CSP or returns CDSS CSP to CDSS; provided, however, that on expiration or termination of the Agreement between County and AHP, County shall not further use or disclose CDSS CSP except as required by state or federal law.

l. **NOTIFICATION OF ELECTION TO DESTROY CDSS CSP.** If County elects to destroy CDSS CSP, County shall certify in writing, to the AHP Project Director and CDSS Information Security and Privacy Officer, using the contact information, that CDSS CSP has been destroyed.

m. **BACKGROUND CHECK.** Before a member of County's workforce may access CDSS CSP, County must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk to CDSS information technology systems and/or CDSS data. County shall retain each workforce member's background check documentation for a period of three (3) years following Agreement termination.

n. **CONFIDENTIALITY SAFEGUARDS.** County shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of CDSS CSP that it creates, receives, maintains, uses, or transmits pursuant to the Agreement. County 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 County's operations and the nature and scope of its activities, including at a minimum the following safeguards:

i. **General Security Controls**

1. **Confidentiality Acknowledgement.** By executing the Agreement and signing Paragraph XI, CDSS Confidentiality and Security Compliance Statement, County acknowledges that the information resources maintained by CDSS and provided to County may be confidential, sensitive, and/or personal and requires special precautions to protect it from wrongful access, use, disclosure, modification, and destruction.

2. **Workstation/Laptop Encryption.** All County-owned or managed workstations, laptops, tablets, smart phones, and similar devices that process and/or store CDSS CSP must be encrypted using a FIPS 140-2 certified algorithm which is 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by CDSS Information Security Office.

3. **Data Encryption.** Any CDSS CSP shall be encrypted at rest when stored on network file shares or document repositories.

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4. **Server Security.** Servers containing unencrypted CDSS CSP must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

5. **Minimum Necessary.** Only the minimum necessary amount of CDSS CSP required to perform necessary business functions may be copied, downloaded, or exported.

6. **Removable Media Devices.** All electronic files that contain CDSS CSP must be encrypted when stored on any removable media or portable device (i.e., USB thumb drives, floppies, CD/DVD, smart phone, backup tapes, etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128 bit or higher, such as AES.

7. **Antivirus Software.** All County-owned or managed workstations, laptops, tablets, smart phones, and similar devices that process and/or store CDSS CSP must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.

8. **Patch Management.** To correct known security vulnerabilities, County shall install security patches and updates in a timely manner on all County-owned or managed workstations, laptops, tablets, smart phones, and similar devices that process and/or store CDSS CSP as appropriate based on County's risk assessment of such patches and updates, the technical requirements of County's systems, and the vendor's written recommendations. If patches and updates cannot be applied in a timely manner due to hardware or software constraints, mitigating controls will be implemented based upon the results of a risk assessment.

9. **User IDs and Password Controls.** All users must be issued a unique user name for accessing CDSS CSP. County's password policy must be based on information security best practices for password length, complexity, and reuse.

10. **Data Destruction.** Upon termination of the Agreement, all CDSS CSP must be sanitized in accordance with NIST Special Publication 800-88, Guidelines for Media Sanitization.

ii. **System Security Controls**

1. **System Timeout.** The system providing access to CDSS CSP must provide an automatic timeout, requiring re-authentication of the user session after no more than thirty (30) minutes of inactivity for applications, and fifteen (15) minutes of inactivity for desktops and

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laptops.

2. **Warning Banners.** All systems (servers, desktops, laptops, etc.) containing CDSS CSP must display a warning banner at login stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.

3. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for CDSS CSP, or which alters CDSS CSP. 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 CDSS CSP is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least one (1) year after occurrence.

4. **Access Controls.** The system must use role-based access controls for all user authentications, enforcing the principle of least privilege.

5. **Transmission Encryption.** All data transmissions of CDSS CSP by County outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128-bit key or higher. Encryption can be end-to-end at the network level, or the data files containing CDSS CSP can be encrypted. This requirement pertains to any type of CDSS CSP in motion such as website access, file transfer, and email.

6. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting CDSS CSP 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 CDSS CSP 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 shall include vulnerability scanning tools.

2. **Log Reviews.** All systems processing and/or storing CDSS CSP must have a routine procedure in place to review system logs for unauthorized access.

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3. **Change Control.** All systems processing and/or storing CDSS CSP must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

iv. **Business Continuity/Disaster Recovery Controls**

1. **Disaster Recovery.** County must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic CDSS CSP 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 twenty-four (24) hours.

2. **Data Backup Plan.** County must have established documented procedures to backup CDSS CSP to maintain retrievable exact copies of CDSS CSP. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and the amount of time to restore CDSS CSP should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of CDSS data.

v. **Paper Document Controls**

1. **Supervision of Information.** CDSS CSP 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 may be observed by an individual not authorized to access the information. CDSS CSP 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 CDSS CSP are contained shall be escorted, and CDSS CSP shall be kept out of sight while visitors are in the area.

3. **Confidential Destruction.** CDSS CSP must be disposed of through confidential means, such as cross-cut shredding and/or pulverizing.

4. **Removal of Information.** CDSS CSP must not be removed from the premises of County except for identified routine business purposes or with express written permission of CDSS.

5. **Faxing.** CDSS CSP that must be transmitted by fax shall require that County confirms the recipient fax number before sending, takes precautions to ensure that the fax was appropriately received,

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maintains procedures to notify recipients if County's fax number changes, and maintains fax machines in a secure area**.**

6. **Mailing.** Paper copies of CDSS CSP shall be mailed using a secure, bonded mail service, such as Federal Express, UPS, or by registered U.S. Postal Service (i.e., accountable mail using restricted delivery). All packages must be double packed with a sealed envelope and a sealed outer envelope or locked box.

IV. Information Security Incidents and/or Breaches of CDSS CSP

i. **CDSS CSP Information Security Incidents and/or Breaches Response Responsibility.** County shall be responsible for facilitating the Information Security Incident and/or Breach response process as described in California Civil Code 1798.82(f), and State Administrative Manual (SAM) section 5340, Information Security Incident Management, including, but not limited to, taking:

ii. Prompt corrective action to mitigate the risks or damages involved with the Information Security Incident and/or Breach and to protect the operating environment; and

iii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

b. **Discovery and Notification of Information Security Incidents and/or Breaches of CDSS CSP.** County shall notify the AHP Project Director and CDSS Information Security and Privacy Officer of an Information Security Incident and/or Breach as expeditiously as practicable and without unreasonable delay, taking into account the time necessary to allow County to determine the scope of the Information Security Incident and/or Breach, but no later than three (3) calendar days after the discovery of an Information Security Incident and/or Breach. Notification is to be made by telephone call and email.

c. **Isolation of System or Device.** A system or device containing CDSS CSP compromised by an exploitation of a technical vulnerability shall be promptly disconnected or quarantined and investigated until the vulnerability is resolved. County will notify CDSS and AHP within two (2) business days of a confirmed exploitation of a technical vulnerability and keep CDSS and AHP informed as to the investigation until resolution of the vulnerability is completed.

d. **Investigation of Information Security Incidents and/or Breaches.** County shall promptly investigate Information Security Incidents and/or Breaches of CDSS CSP. CDSS shall have the right to participate in the investigation of such Information Security Incidents and/or Breaches. CDSS shall also have the right to conduct its own independent investigation, and County shall cooperate fully in such investigations. County is not required to disclose their un-redacted confidential,

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proprietary, or privileged information. County will keep CDSS fully informed of the results of any such investigation.

e. **Updates on Investigation.** County shall provide regular (at least once a week) email updates on the progress of the Information Security Incident and/or Breach investigation of CDSS CSP to the AHP Project Director and CDSS Information Security and Privacy Officer until the updates are no longer needed, as mutually agreed upon between County and the AHP Program Director/CDSS Information Security and Privacy Officer. County is not required to disclose their unredacted confidential, proprietary, or privileged information.

f. **Written Report.** County shall provide a written report of the investigation to the AHP Project Director and CDSS Information Security and Privacy Officer within thirty (30) business days of the discovery of the Information Security Incident and/or Breach of CDSS CSP. County is not required to disclose their unredacted confidential, proprietary, or privileged information. The report shall include, but not be limited to, if known, the following:

i. County point of contact information;

ii. A description of what happened, including the date of the Information Security Incident and/or Breach of CDSS CSP and the date of the discovery of the Information Security Incident and/or Breach, if known;

iii. A description of the types of CDSS CSP that were involved and the extent of the information involved in the Information Security Incident and/or Breach;

iv. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed CDSS CSP;

v. A description of where CDSS CSP is believed to have been improperly transmitted, sent, or utilized;

vi. A description of the probable causes of the improper use or disclosure;

vii. Whether Civil Code sections 1798.29 or 1798.82, or any other federal or state laws requiring individual notifications of breaches, are triggered; and

viii. A full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the Information Security Incident and/or Breach of CDSS CSP.

g. **Cost of Investigation and Remediation.** Per SAM section 5305.8, County shall be responsible for all direct and reasonable costs incurred by AHP or CDSS due to Information Security Incidents and/or Breaches of CDSS CSP resulting from County's failure to perform or from negligent acts of its personnel, and resulting in

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the unauthorized disclosure, release, access, review or destruction, or loss, theft or misuse of an information asset. These costs include, but are not limited to, notice and credit monitoring for twelve (12) months for impacted individuals, AHP staff time, CDSS staff time, material costs, postage, media announcements, and other identifiable costs associated with the Information Security Incident, Breach and/or loss of data.

V. Contact Information. To direct communications to the above-referenced AHP and CDSS staff, County shall initiate contact as indicated herein. AHP and CDSS reserve the right to make changes to the contact information below by giving written notice to County. Said changes shall not require an amendment to this Attachment or the Agreement to which it is incorporated.

AHP Project Director	**CDSS** **Information Security & Privacy Officer**
See Summary Cover Sheet of the Program Funding Agreement for AHP Project Director information	California Department of Social Services Information Security & Privacy Officer 744 P Street, MS 9-9-70 Sacramento, CA 95814 Email: iso@dss.ca.gov Telephone: (916) 651-5558

VI. Audits and Inspections. CDSS may inspect and/or monitor compliance with the safeguards required in this Attachment. County shall promptly remedy any violation of any provision of this Attachment and shall certify the same to the AHP Project Director and CDSS Information Security and Privacy Officer in writing. The fact that CDSS or AHP inspects, or fails to inspect, or has the right to inspect, does not relieve County of its responsibility to comply with this Attachment.

VII. Amendment. The Parties acknowledge that federal and state laws regarding information security and privacy rapidly evolve and that amendment of this Attachment may be required to provide for procedures to ensure compliance with such laws. The Parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of CDSS CSP.

VIII. Interpretation. The terms and conditions in this Attachment shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State laws. The Parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.

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IX. Termination. An Information Security Incident and/or Breach of CDSS CSP by County, its employees, agents, or subcontractors, as determined by CDSS, may constitute a material breach of the Agreement between County and AHP and grounds for immediate termination of the Agreement.

X. CDSS Confidentiality and Security Compliance Statement

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES
CONFIDENTIALITY AND SECURITY COMPLIANCE STATEMENT v 2019 01

Information resources maintained by the California Department of Social Services (CDSS) and provided to County may be confidential, sensitive, and/or personal and requires special precautions to protect it from wrongful access, use, disclosure, modification, and destruction.

We hereby acknowledge that the confidential and/or sensitive records of CDSS are subject to strict confidentiality requirements imposed by state and federal law, which may include, but are not limited to, the following: the California Welfare and Institutions Code § 10850, Information Practices Act – California Civil Code § 1798 *et seq.*, Public Records Act – California Government Code § 6250 *et seq.*, California Penal Code § 502, 11140–11144, 13301–13303, Health Insurance Portability and Accountability Act of 1996 ("HIPAA") – 45 CFR Parts 160 and 164, and Safeguarding Information for the Financial Assistance Programs – 45 CFR Part 205.50. Contractor agrees to comply with the laws applicable to CDSS CSP received.

This Confidentiality and Security Compliance Statement must be signed and returned with the Agreement.

Project Representative

Name (Printed): **Elsa Mendoza Jimenez, MPH**

Title: **Director of Health Services**

Business Name: **County of Monterey, a political subdivision of the State of California, acting through its Department of Public Health, Behavioral Health Bureau**

Email Address: **jimenezem@co.monterey.ca.us**

Phone: **831-755-4500**

Signature: DocuSigned by: Elsa Mendoza Jimenez, MPH C7A30BA59CA8423...

Date Signed: 6/27/2023

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READ and ACKNOWLEDGED: Information Security Officer
(or authorized official responsible for business' information security program)

Name (Printed): **Shiba Sumeshwar**

Title: **Compliance Officer**

Business Name: **County of Monterey, a political subdivision of the State of California, acting through its Department of Public Health, Behavioral Health Bureau**

Email Address: **sumeshwarsd@co.monterey.ca.us**

Phone: **831-755-4018**

Signature: DocuSigned by: Shiba Sumeshwar 3142E6D90C934DA...

Date Signed: 4/17/2023

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Attachment D

Notice of Funding Availability

Community Care Expansion Preservation Program
Operating Subsidy Payment and Capital Projects
Notice of Funding Availability

DATE: JUNE 10, 2022

TO: ALL COUNTY DIRECTORS

SUBJECT: NOTICE OF FUNDING AVAILABILITY FOR THE COMMUNITY CARE EXPANSION PROGRAM: PRESERVATION OPERATIONAL SUBSIDIES AND PRESERVATION CAPITAL FUNDS

REFERENCE: Assembly Bill (AB) 172 (Chapter 696, Statutes of 2021); Welfare and Institutions Code (WIC) Section 18999.97; Senate Bill (SB) 129 (Chapter 69, Statutes of 2021)

The purpose of this letter is to notify all County Directors of noncompetitive allocations available for all counties with licensed residential adult and senior care facilities. This funding is available through the Community Care Expansion (CCE) Preservation Funds for the immediate preservation of licensed residential adult and senior care facilities serving applicants or recipients of Supplemental Security Income/State Supplementary Payment (SSI/SSP) or Cash Assistance Program for Immigrants (CAPI), including those who are experiencing or at risk of homelessness. The CCE Preservation Funds include operating subsidies and funds for capital projects.

Counties accepting these funds will be responsible for the administration and disbursement of funds to existing licensed adult and senior care facilities serving the prioritized population, consistent with the state guidelines provided within this funding announcement.

The California Department of Social Services (CDSS) is contracting with Advocates for Human Potential, Inc. (AHP), a consulting and research firm focused on improving health and human services systems, to serve as the third-party administrator for the CCE program.

I. PROGRAM BACKGROUND

California has a shortage of adult and senior care facilities (e.g., Adult Residential Facilities [ARFs] and Residential Care Facilities for the Elderly [RCFEs]) that accept individuals receiving or applying for SSI/SSP or CAPI. It has also seen a decline in the number of SSI/SSP recipients residing in adult and senior care facilities. The CCE program was established by Assembly Bill (AB) 172 (Chapter 696, Statutes of 2021) to fund capital projects and promote the sustainability of residential adult and senior care facilities and to address historic gaps in the long-term care continuum. The CCE program will provide a total of $805 million in funding for acquisition, construction, and rehabilitation to preserve and expand adult and senior care facilities that serve SSI/SSP

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and CAPI applicants and recipients, including those who are experiencing or at risk of homelessness.

A total of $195 million is reserved for the CCE Preservation Funds, which are intended to immediately preserve and avoid the closure of licensed residential adult and senior care facilities serving qualified residents, defined as applicants or recipients of SSI/SSP or CAPI, including the "prioritized population" of qualified residents who are experiencing or at risk of homelessness (WIC sections 18999.97(c)(1) and (2)).

The $195 million Preservation Funds comprise $55 million in state general funds for preservation operating subsidy payments and $140 million in State Fiscal Recovery Funds (SFRF) established by the American Rescue Plan Act (ARPA) of 2021 (Public Law 117-2) for preservation capital projects. Refer to Section II: Allocation and Budget for additional information on the funding available for each of these eligible uses and expenditure deadlines.

California State Priorities

CCE funding opportunities are designed to address the following state priorities:

- Invest in behavioral health and community care options that advance racial equity
- Seek geographic equity of behavioral health and community care options
- Address urgent gaps in the care continuum for people with behavioral health conditions, including seniors, adults with disabilities, and children and youth
- Increase options across the life span that serve as an alternative to incarceration, hospitalization, homelessness, and institutionalization
- Meet the needs of vulnerable populations with the greatest barriers to access, including people experiencing homelessness and justice involvement
- Ensure care can be provided in the least restrictive settings to support community integration, choice, and autonomy
- Leverage county and Medi-Cal investments to support ongoing sustainability
- Leverage the historic state investments in housing and homelessness

In addition to the CCE Preservation Funds described in this letter, $570 million is available for the CCE Capital Expansion Program through a joint Request for Applications alongside the Department of Health Care Services Behavioral Health Continuum Infrastructure Program. **The timeline, eligible uses, program guidelines, and eligibility for the CCE Capital Expansion Program are distinct from the CCE Preservation Funds outlined in this letter.** Counties interested in funds to support the creation or expansion of care facilities or other residential care settings to serve recipients or applicants of SSI/SSP or CAPI are encouraged to learn more about the

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CCE Capital Expansion funds, which are available for acquisition, construction, and rehabilitation to expand adult and senior care facilities serving qualified residents. Please visit the Improving California's Infrastructure website for more information on CCE Capital Expansion funds.

II. ALLOCATION AND BUDGET INFORMATION

Funding Availability

The CCE Preservation Funds identified in this letter total $195 million in noncompetitive allocations to counties for the immediate preservation of licensed residential adult and senior care facilities serving qualified residents. Note: facilities vendored by regional centers are not eligible for CCE Preservation Funds. However, these facilities and/or operators are encouraged to contact the regional center to request assistance in identifying resources related to capital development or rehabilitation, if applicable.

The CCE Preservation Funds are divided into two components:

- **Operating Subsidy Payments (OSP):** $55 million is available to fund operating subsidies to existing licensed residential adult and senior care facilities serving qualified residents. The intent of the OSP funds is to preserve and avoid the closure of critical residential adult and senior care facilities. OSP funds can cover an eligible licensed facility's potential or projected operating deficits. Refer to Sections 101 and 201 for more information on OSPs.
- **Capital Projects (CP):** $140 million is available in capital funds to preserve facilities in need of critical repairs or required upgrades, thereby potentially preventing facility closure, which could result in exits to homelessness. Funds can be applied to physical repairs and upgrades on an approved facility's property, including inside or outside the facility, within its property line. The CP can also fund repairs needed to ensure facilities are compliant with licensing standards. Refer to Sections 102 and 202 for more information on CPs.

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Operating Subsidy Payment and Capital Projects
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Funding and match requirements are as follows:

Purpose	Match	Funding Source and Expenditure Timeline	Amount
Operating Subsidy Payments (OSP)	None	State general fund must be obligated by June 30, 2027, and liquidated by June 30, 2029	$55,000,000
Capital Projects (CP)	10% match	Federal SFRF funds must be obligated by June 30, 2024, and liquidated by December 31, 2026	$140,000,000
Total CCE Preservation Funds			**$195,000,000**

Federal and State Expenditure Timeline

Of the $195 million in CCE Preservation Funds, the OSP component is funded by state general funds. OSP funds must be obligated by June 30, 2027, and liquidated by June 30, 2029.

The CP component is funded by the SFRF pursuant to ARPA. CP funds must be obligated by June 30, 2024, and liquidated by December 31, 2026.

Allocation Methodology

OSP and CP preservation funds are available to all counties with current licensed facilities serving qualified residents. The noncompetitive allocations are listed in Section 206. A need-based methodology for each county was determined by calculating the proportion of beds in existing licensed facilities currently serving individuals receiving SSI/SSP according to Community Care Licensing Division (CCLD) survey data. Facilities funded by regional centers are excluded and not eligible for CCE Preservation Funds. Refer to "Process to Accept CCE Preservation OSP and/or CP Funds" below for information on how county entities can accept funds.

Funding is not available in the noncompetitive allocation for counties with no qualifying facilities (i.e., no current licensed facilities willing to accept individuals who are applicants or recipients of SSI/SSP, not funded by regional centers). However, a base allocation of $200,000 may be requested if the county believes there are existing licensed adult and senior care facilities serving applicants or recipients of SSI/SSP or CAPI that were not identified by the need-based methodology. Counties interested in this option must contact cce.preservation@ahpnet.com no later than July 15, 2022.

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Refer to Section 206 to review the counties that fall into this category, as indicated by an asterisk.

Allocations and Awards Timeline

The following table summarizes the CCE Preservation Fund timeline:

Notice of funding availability released	June 10, 2022
Stakeholder webinar	June 17, 2022
Deadline for counties to accept allocations via the Director's Certification	July 15, 2022
Deadline for counties to submit initial Implementation Plan for OSP and/or CP Preservation Funds	October 15, 2022
Deadline for counties to submit final Implementation Plan for OSP and/or CP Preservation Funds	January 15, 2023
Initial award announcements	Continuous; individual award announcements will be issued within 45 days of receipt of a complete Director's Certification
Standard Agreement (contract) with participating counties	AHP will issue a Standard Agreement (contract) for counties within 60 days of county initial Implementation Plan submission

CDSS reserves the right to modify the projected timeline at any time.

Process to Accept CCE Preservation OSP and/or CP Funds

Counties may choose to accept funds for either OSP, CP, or both. If both are accepted, a county must designate one county department to implement both program components. Any county department is eligible to accept the funds; examples include, but are not limited to, social service departments, health departments, aging or adult services, the behavioral health department, or housing and community development departments. However, the same county department must administer both OSP and CP funds.

Counties must accept or decline funds via the Director's Certification in the web portal by July 15, 2022. Counties are encouraged to accept funds as soon as possible to meet the immediate needs of adult and senior care facilities at risk

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of closure. Funds not accepted by July 15, 2022, will be redistributed to counties that confirm an ability to accept additional funds via the web portal.

Award Announcement and Contract

AHP will review responses via the web portal on a rolling basis. Within 45 days of receiving the complete Director's Certification, AHP will issue an award letter.

Following submission of a signed Director's Certification, counties will be required to submit an initial CCE Preservation Funds Implementation Plan. Initial plans are due no later than October 15, 2022. If additional time is needed to seek local approval or to finalize the plan, counties may submit an amended or final Implementation Plan no later than January 15, 2023.

AHP will issue a Standard Agreement (contract) within 60 days of receipt of an initial Implementation Plan. The final Implementation Plan will be attached as an Addendum to the Standard Agreement (contract) and monitored for compliance where appropriate, as well as serve as a starting point for ongoing technical assistance (TA). The Standard Agreement must be signed, submitted, and fully executed with AHP before initial funding can be disbursed.

III. PROGRAM ADMINISTRATION

Summary of Program Requirements

AHP, with direction from CDSS, will award funds and issue contracts for CCE Preservation Funds to interested counties. AHP will use the web platform to obtain Director's Certifications and Implementation Plans.

Counties accepting funds shall be responsible for and asked to certify to the following:

- Submit a Director's Certification of funds acceptance.
- Identify one county department to manage all CCE Preservation Funds (both OSP and CP grants).
- Submit an Implementation Plan outlining how the program will be administered.
- Ensure program administration is consistent with the attached notice of funding availability (NOFA) and executed contract, including application processes, funding disbursement, and monitoring for funding accepted (OSP, CP, or both) for eligible use.
- Ensure facilities receiving funds are in good standing with CCLD at CDSS.
- Maximize funds for preservation of licensed facilities serving qualified residents and the prioritized population and limiting county administrative costs to 10 percent or less.

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- Provide reports to AHP and CDSS upon request. The reporting frequency is generally expected to be quarterly at minimum; however, additional ad hoc reports may be requested.
- Provide match funds for CP funds of at least 10 percent, either provided by the county or contributed by facilities in receipt of CP funds. Note: OSP funds do not require a county match.

Technical Assistance

AHP has been contracted to offer ongoing general training and TA throughout the life of the CCE Preservation Funds, effective immediately. Topics may include, but are not limited to, permit and licensing requirements, construction plans, oversight and management, braiding of funds, workforce development strategies, racial equity, serving diverse and complex individuals, and leveraging Medicaid and other funding sources for sustainability and budgeting best practices. AHP will also conduct informational webinars on topics such as strategies to serve target and prioritized populations, braiding resources to ensure viability, and green/sustainable building practices, as well as addressing concerns common to capital development projects serving the prioritized populations.

Counties may request TA by contacting cce.preservation@ahpnet.com.

Additional information about AHP and CCE is available at https://www.buildingcalhhs.com.

IV. QUESTIONS AND ADDITIONAL INFORMATION

Contact cce.preservation@ahpnet.com with questions about this letter or attachments.

Additional information to address questions will be provided through a public webinar scheduled for June 17, 2022); an announcement will be forthcoming, following the release of this letter.

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Community Care Expansion Preservation
Operating Subsidy Payment and Capital Projects

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Community Care Expansion Preservation Program
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Article I – Program Overview

The Community Care Expansion (CCE) Preservation Funds consist of two components: 1) Operating Subsidy Payments (OSP) and 2) Capital Projects (CP).

The unique goals, eligibility, and uses of each component are outlined throughout this attachment. Both components are intended to support the immediate preservation of licensed residential adult and senior care facilities serving qualified residents, defined as applicants or recipients of SSI/SSP or CAPI, including the prioritized population of qualified residents who are experiencing or at risk of homelessness.

Section 101 – Preservation OSP

The intent of the OSP funds is to provide operating subsidies to existing licensed residential adult and senior care facilities to preserve them and avoid their closure, as well as to increase the acceptance of new qualified residents, including the prioritized population. Note: Facilities vendored by a regional center are not eligible for these funds.

OSP funds can cover an eligible licensed facility's potential or projected operating deficits. Operating costs are the costs associated with the day-to-day physical operation (e.g., staffing, utilities, security, maintenance) of qualified facilities. OSP funds will cover operating costs that are not covered by existing revenues. Eligible uses are further defined in Section 205.

Counties accepting OSP funding are required to develop an application, allocation methodology, and award process for eligible licensed facilities consistent with state guidelines outlined in this document. Counties may determine whether they want to provide a set monthly payment or cost reimbursement based on actual costs and expenditures. Examples of each of these options are described below:

- **Set monthly payment:** A county may develop an allocation methodology for a monthly payment based on the number of beds currently occupied by qualified residents. In this scenario, the county shall determine the appropriate monthly amount for the operating subsidy payments that a facility would receive based on local needs. The monthly amount shall be applied at a rate per bed occupied by a qualified resident that month; beds occupied by non-qualified residents may not be included in the allocation methodology. With a set monthly payment, CDSS recommends subsidy payments of at least $1,000 per bed for qualified residents, unless the county determines, based on their local needs assessment, that the amount should be less than $1,000 per bed for qualified residents. For example, if the monthly amount is set at $1,000 and four beds are currently occupied by qualified residents, the facility would receive a total of $4,000 in OSP funds that

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month. If in the next month there are only three beds occupied by qualified residents, the facility would receive $3,000.

- **Cost reimbursement:** A county may reimburse facilities based on actual costs and expenditures. The facility can only be reimbursed for the share of eligible operating costs applicable to qualified residents. Counties choosing to use a cost reimbursement method should provide a template tool for facility applicants to project their operating costs and deficits for a set period. For example, if 25 percent of a facility's beds are occupied by qualified residents, then the facility may request reimbursement for 25 percent of that month's eligible operating costs. Each month, the total reimbursed may vary due to changes in monthly operating costs as well as changes in the number of qualified residents in a facility.

Consistent with Welfare and Institutions Code (WIC) section 18999.97, facilities in receipt of OSP shall be deed restricted to provide licensed adult and senior residential care for at least the length of time the county will provide operating subsidy payments. A deed restriction on the title of the property safeguards the property for purposes consistent with the grant for the duration of the contract performance period. A deed restriction must be recorded on the title to the property before the county can approve any OSP. As such, facility operators that are leasing the property must obtain the owner's consent for the deed restriction.

The length of time each county will provide OSP may vary depending on the county's OSP allocation, the number of facilities in receipt of OSP, and the amount of the monthly OSP. For example, a county determines they will provide OSP to eligible facilities over the course of 3 years. This duration of 3 years was determined based on the county's allocation and number of facilities the county prioritized to receive OSP. In this example, all facilities receiving OSP shall be deed restricted to provide licensed adult and senior residential care for at least the 3 years that the county will provide OSP via the CCE Preservation Funds.

Counties may request further technical assistance (TA) regarding how to establish processes to ensure properties are deed restricted, consistent with the statutory requirements, by contacting Advocates for Human Potential, Inc. (AHP) at cce.preservation@ahpnet.com.

Note: OSP must be used to cover the facility's operating deficits. SSI/SSP or CAPI recipients may not receive free or reduced amount for board/room or care or supervision as a result of the OSP funding. OSP funding must not supplant the recipient's payment to the facility or supplement their board/room charge.

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Section 102 – Preservation CP

The CP component of the CCE Preservation Funds provides capital funds to preserve facilities in need of repairs or required upgrades, thereby potentially preventing a facility closure and exits to homelessness. Funds can be applied to physical repairs and upgrades on an approved facility's property, including inside or outside the facility, within its property line. The CP funds can also be used for repairs needed for facilities to ensure they are compliant with licensing standards. Eligible uses are further defined in Section 205.

Counties accepting CP funding are required to develop an application, allocation methodology, and award process for eligible licensed facilities that are currently serving qualified individuals.

Article II – Eligible Recipients and Expenditures

CCE Preservation noncompetitive allocations will be distributed to the county department designated by the county, once they are accepted through the process described in Section 302. If both OSP and CP funds are accepted, one county department must manage both programs. Examples of county departments may include, but are not limited to, the housing development department, aging or adult services, or the behavioral health department. The department implementing OSP and/or CP should collaborate closely with behavioral health and homelessness systems of care to implement the program.

The designated county department will be responsible for the program administration, funding disbursement, and monitoring for OSP and CP to eligible licensed facilities, as applicable, as described in Sections 302 and 402, respectively.

Counties accepting OSP and/or CP funds must provide information via an Implementation Plan that outlines how the county's funding application and dissemination process will target facilities that meet the eligibility and prioritization criteria outlined below. More information on the Implementation Plan is included in Section 301.

Section 201 – Preservation OSP Eligible Recipients

OSP funds are intended to provide operating subsidies to existing licensed eligible residential adult and senior care facilities to preserve and avoid their closure, and to increase the acceptance of new qualified residents, including the prioritized population.

To receive OSP funding, facilities must meet the following eligibility criteria:

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1. Be an existing licensed Adult Residential Facility (ARF), as defined in Title 22, section 80001(a)(5) of the California Code of Regulations; Residential Care Facility for the Elderly (RCFE), as defined in Title 22, section 87101(r)(5) of the California Code of Regulations; or Residential Care Facility for the Chronically Ill (RCFCI), as defined in Title 22, section 87801(r)(5) of the California Code of Regulations;
2. Currently serve at least one qualified resident;
3. Be in good standing with the Community Care Licensing Division (CCLD) or certify that the capital project funds will bring them into good standing, defined as licensees in "substantial compliance" with licensing statues and regulations per Title 22, sections 80001(s)(8), 81001(s)(8), 87101(s)(9), and 87801(s)(7) of the California Code of Regulations; and
4. Have a critical monthly or annual operating and cash flow gap that places the facility at risk of closure or at risk of reducing the number of beds for qualified residents.

Facilities may certify that they meet these eligibility criteria through a written statement or attestation as part of the application process. Although counties may request further documentation when needed, CDSS encourages counties to develop streamlined and low-barrier applications to facilitate timely awards.

To accept funds, facilities must also agree to meet the following conditions **throughout implementation**:

1. Use funds in accordance with the eligible uses outlined in Article II as well as the program requirements outlined in Article IV and throughout this NOFA.
2. Agree to continue serving applicants or recipients of SSI/SSP or CAPI.
3. Agree to prioritize applications from qualified residents who are currently experiencing or at risk of homelessness.
4. Remain in good standing with CCLD.
5. Consistent with WIC section 18999.97(f), include a deed restriction to provide licensed adult and senior residential care for the length of time the grantee provides operating subsidy payments.

Counties shall monitor adherence to these requirements and ensure that facilities continue to meet the standards outlined above throughout program implementation. Counties will be responsible for reporting on the adherence to these requirements through regular program reports, as further described in Section 401.

Section 202 – Preservation CP Eligible Recipients

CP funds are intended to preserve essential residential adult and senior care facilities in need of resources for repairs or required upgrades and that serve qualified residents and the prioritized population.

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To receive CP funding, facilities must meet the following eligibility criteria:

1. Be an existing licensed Adult Residential Facility (ARF), as defined in Title 22, section 80001(a)(5) of the California Code of Regulations; Residential Care Facility for the Elderly (RCFE), as defined in Title 22, section 87101(r)(5) of the California Code of Regulations; or Residential Care Facility for the Chronically Ill (RCFCI), as defined in Title 22, section 87801(r)(5) of the California Code of Regulations;
2. Currently serve at least one qualified resident;
3. Be in good standing with CCLD or certify that the capital project funds will bring them into good standing, defined as licensees in "substantial compliance" with licensing statues and regulations per Title 22, sections 80001(s)(8), 81001(s)(8), 87101(s)(9), and 87801(s)(7) of the California Code of Regulations; and
4. Have a critical gap in their financial ability to make the needed repairs or upgrades, placing the facility at risk of closure or at risk of reducing the number of beds for qualified residents.

Facilities may certify that they meet these eligibility criteria through a written statement or attestation as part of the application process. Although counties may request further documentation when needed, CDSS encourages counties to develop streamlined and low-barrier applications to facilitate timely awards.

To accept funds, facilities must also meet the following conditions **throughout implementation**:

1. Use funds in accordance with the eligible uses outlined in Article II, as well as the program requirements outlined in Article IV and throughout this NOFA.
2. Agree to continue serving applicants or recipients of SSI/SSP and CAPI.
3. Agree to prioritize applications from qualified residents currently experiencing or at risk of homelessness.
4. Remain in good standing with CCLD.

Note: Counties may require that facilities receiving CP funds include a deed restriction on the property that the facility be used to provide licensed adult and senior residential care for a period of time specified by the county. CDSS recommends counties include a deed restriction of 5 years or the length of time the county determines appropriate, relative to the amount of funds awarded to the facility. For example, it may be appropriate to require deed restriction for more than 5 years when a facility receives CP funds in excess of $250,000.

Although CDSS recommends a deed restriction, in some cases it may not be feasible for the operator to agree to a deed restriction. For example, operators receiving CP

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funds may not be able to agree to a deed restriction when the operator does not own the facility. In those cases, the county should include another form of agreement specifying the operator will continue to serve the qualified population and prioritize people experiencing or at risk of homelessness, as appropriate.

Counties shall monitor adherence to these requirements and ensure that facilities continue to meet the standards outlined above throughout program implementation. Counties will also be required to report on adherence to these requirements through regular program reports, as further described in Section 401.

Section 203 – Ineligible OSP or CP Recipients

Facilities vendored by regional centers are not eligible for OSP or CP funds.

Section 204 – Facility Prioritization Criteria

Counties shall distribute funds to facilities in a manner that supports the overall goal to preserve eligible facilities and increase beds for qualified residents and the prioritized population. Counties shall use the following criteria to prioritize eligible facilities for CCE Preservation Funds:

1. Facilities at the highest risk of closure that can be prevented through OSP or CP funds.
2. Facilities with the highest percentage or number of qualified residents served.

In addition to the criteria outlined above, counties may establish additional facility prioritization criteria to address local needs and the overall goals of the CCE Preservation Program.

Information on prioritization will be requested as part of the Implementation Plan.

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Section 205 – Eligible/Ineligible Expenditures

A. County Uses for OSP and CP:

- Funds must be used to supplement, not supplant, other funding available from existing local, state, or federal programs or grants with similar purposes (i.e., existing funds used to support the prioritized population).
- County administrative costs must be minimized, not to exceed 10 percent.
- The remaining funds outside of administrative costs are to be distributed to the eligible and selected licensed adult and senior care facilities.

B. Eligible OSP Facility Costs:

Operating costs are associated with the day-to-day physical operation of the qualified setting. The OSP is intended to help facilities cover facility operating deficits. These settings often have costs that exceed the revenue totals each month when they are caring for individuals applying for or receiving SSI/SSP or CAPI. Funds must be used to supplement, not supplant, any existing funds used to support the prioritized population.

Eligible uses of OSP funds may include the following:

- Utilities, including heating, water, sewer, telephone, broadband and internet, and common area utilities
- Maintenance and repairs, including supplies, trash removal, snow removal, pest control, grounds upkeep and landscaping, and painting
- Staff and payroll costs required to sufficiently operate the licensed facility, including administrative, maintenance, and security staff/payrolls; staffing costs must be attributed to the facility as a whole and not in direct service or support of any single individual
- Marketing and leasing, including advertising, credit investigations, and leasing fees
- Taxes and insurance, including real estate taxes and property insurance
- Office supplies and expenses
- Accounting, such as tax filings, audits, and reporting to investors associated with the operation of the qualified facility
- Strategic planning and coordination with local health, social services, or homelessness systems of care to support sustainable long-term facility operations

Refer to Section 101 for more information about how to determine a facility's OSP.

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C. Excluded OSP Facility Costs:

Expenses that are not eligible to be covered by the OSP funds include the following:

- Expenses unrelated to operational costs
- Sponsor distributions
- Expenses or fees related to change in ownership, limited partner buyout, substitution, or assignment of ownership interest
- Expenses or fees related to tort or contract liability

D. Eligible CP Facility Costs:

CP funds can be applied to physical repairs and upgrades on an approved facility's property, inside or outside the facility, within its property line. Funds must be used to supplement, not supplant, any existing funds used to support the prioritized population.

Examples of common allowable costs could include but are not limited to the following:

- Weather stripping repair
- Outdoor activity space upgrades
- Perimeter fencing
- Delayed egress
- Repairs to holes in walls
- Signal system upgrade (e.g., egress and ingress systems, signals/alarms on doors, integration to personal emergency responses systems)
- Elevator repairs
- Water damage repairs
- Appliance upgrades
- Furniture upgrades
- Locked storage area upgrades
- Fire protection upgrades
- Fire alarm systems upgrades
- Employee accommodations upgrades (e.g., break rooms)
- First aid supply upgrades
- Windows and screens repair and upgrades
- Carpet and flooring upgrades
- Interior paint upgrades
- Roof repairs or replacement
- ADA upgrades and other upgrades to improve mobility and accessibility
- HVAC repairs

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- Repairs or upgrades to bedrooms, bathrooms and showers, common areas, kitchens (note: repairs or upgrades may not increase square footage of the facility)
- Seismic upgrades to applicable facility types with two stories or more
- Solar panel purchasing, installation, and other upgrades that will reduce long-term operating costs
- Other sustainable/green or energy-efficient building upgrades

Capital projects may include physical repairs or upgrades that will prevent the facility from closure and place the facility back in good standing with CCLD, when applicable.

E. Excluded CP Facility Costs:

Expenses that are not eligible to be covered by the CP funds include the following:

- Foundations for leased properties
- Projects that would expand or create a new usable space that would increase the square footage of the facility (see the CCE Capital Expansion RFA on the Improving California's Infrastructure website)
- Provision of services
- Operating costs (facilities should apply for OSP funds if they have operating cost needs)

Section 206 – County Allocations

The following table lists the one-time allocation amounts available for all counties with current licensed facilities serving qualified residents according to CCLD.

Director's Certification to accept the base allocation must be submitted in the web portal by July 15, 2022. Counties should review Section II for instructions on how to accept funds.

County	OSP Allocation	CP Allocation
Alameda	$1,519,607	$4,136,116
Alpine	-	-
Amador	$200,000	$200,000
Butte*	-	-
Calaveras	$200,000	$ 200,000
Colusa	-	-
Contra Costa	$1,189,741	$3,238,276
Del Norte	-	-

County	OSP Allocation	CP Allocation
Placer	$200,000	$534,669
Plumas	-	-
Riverside	$1,779,052	$4,842,283
Sacramento	$2,416,546	$6,577,434
San Benito*	-	-
San Bernardino	$2,787,182	$7,586,243
San Diego	$3,346,842	$9,109,544
San Francisco	$1,497,369	$4,075,588

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County	OSP Allocation	CP Allocation
El Dorado	$200,000	$200,000
Fresno	$1,100,789	$2,996,162
Glenn	$200,000	$200,000
Humboldt	$200,000	$200,000
Imperial	$200,000	$413,612
Inyo*	-	-
Kern	$830,224	$2,259,732
Kings	$200,000	$200,000
Lake	$200,000	$200,000
Lassen	$200,000	$200,000
Los Angeles	$19,654,821	$53,497,135
Madera	$200,000	$242,114
Marin	$218,675	$595,197
Mariposa	-	-
Mendocino	$200,000	$200,000
Merced	$200,000	$232,026
Modoc	-	-
Mono	-	-
Monterey	$644,906	$1,755,327
Napa	$200,000	$200,000
Nevada	$200,000	$200,000
Orange	$4,636,655	$12,620,199

County	OSP Allocation	CP Allocation
San Joaquin	$1,337,996	$3,641,800
San Luis Obispo	$200,000	$373,259
San Mateo	$819,105	$2,229,468
Santa Barbara	$263,151	$716,254
Santa Clara	$1,619,679	$4,408,495
Santa Cruz	$478,120	$1,301,363
Shasta	$200,000	$373,259
Sierra	-	-
Siskiyou	$200,000	$200,000
Solano	$574,486	$1,563,654
Sonoma	$340,985	$928,104
Stanislaus	$1,515,901	$4,126,028
Sutter	$544,835	$1,482,949
Tehama	$218,675	$595,197
Trinity	$200,000	$200,000
Tulare	$448,469	$1,220,659
Tuolumne	$200,000	$200,000
Ventura	$563,367	$1,533,389
Yolo	$200,000	$282,466
Yuba	$200,000	$200,000
TOTAL	$54,747,179	$142,488,003

*Counties marked with an asterisk have licensed facilities, but the allocation methodology used did not match the licensed facilities (not vendored by regional centers) with any recipients or applicants of SSI/SSP or CAPI. If the county is aware of eligible adult and senior care facilities not funded by regional centers that are currently serving recipients or applicants of SSI/SSP or CAPI, a base allocation of $200,000 may be requested by contacting cce.preservation@ahpnet.com by July 15, 2022.

Note: CDSS is in the process of developing guidelines and funding available for tribes, which will be outlined in a separate correspondence.

Article III – County Program Implementation Requirements

Section 301 – County Implementation Plan

Counties accepting OSP and CP will be responsible for the administration, dissemination, and monitoring of the CP and OSP grant funds. Counties may select a third-party administrator to facilitate and manage the disbursement of funds. Counties accepting funds are required to submit an Implementation Plan describing how they will

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operationalize the CCE Preservation Funds. An initial or draft Implementation Plan is due by October 15, 2022. Counties may submit amended or final Implementation Plans, including approvals by County Board of Supervisors (if required by the county's funding approval processes), no later than January 15, 2023.

The Implementation Plan shall include, but is not limited to, the county's plan to

- Design and implement an application process and/or allocation methodology for OSP and/or CP funds, as applicable;
- Incorporate prioritization criteria into fund distribution process; and
- Monitor use of funds and outcomes in accordance with the guidelines outlined in this section.

AHP will review Implementation Plans as they are received to confirm they are complete and consistent with state guidelines. If needed, AHP will request a consultation with the county to solicit additional information or request edits to the Implementation Plan to be consistent with state guidelines outlined in this letter.

It is important that the county strategy for design and review of eligible CCE Preservation Fund projects is co-designed with persons with lived experience consistent with the county's identified priority populations, which may include, but are not limited to, persons with lived experience of homelessness, behavioral health and/or substance use disorders; people with disabilities; and with other marginalized communities including Black, Indigenous, and people of color (BIPOC) at risk of or experiencing homelessness. County agencies should rely on local data to account for racial inequities and disparities experienced by persons experiencing homelessness in the application evaluation process. Early engagement of key stakeholders with lived experience is essential for establishing equity as the foundation for these settings.

Counties must budget the program appropriately to ensure facilities with the greatest risk of closing and serving the highest proportion of qualified individuals have access to the CCE Preservation Program OSP and CP funds. Counties must minimize administrative costs while maximizing OSP and CP funds to facilities.

Section 302 – Fund Disbursement

The fund disbursement process for counties is outlined below. For the purposes of this section (Section 302 – Fund Disbursement), "subgrantee" refers to the facility (e.g., ARF, RCFE) receiving CP or OSP funds from a county grantee. Additional details will be included in the Standard Agreement issued by AHP upon county acceptance of funds. Please also see Addendum A for examples of various scenarios for CP fund disbursement.

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A. Disbursement of OSP Funds to Selected Facilities:

Counties shall follow established county procurement, invoicing, and reimbursement processes and execute formal agreements or contracts with the approved subgrantees to govern the use of the Preservation OSP funds. A Funding and Disbursement Agreement (FDA) is one example of the kind of document that could be issued by counties in this context. Agreements must be executed between the county department providing the funds and the approved facility receiving funds. Execution of the grant agreement award shall not automatically trigger a disbursement of funds.

County agreements with subgrantees should, at minimum, delineate the following:

- The subgrantee's reporting responsibilities, including key metrics and data (see Section 401)
- The uses of OSP funds.
- The conditions under which OSP funds may be accessed.
- The procedures and approvals needed for accessing OSP funds.
- Per WIC section 18999.97(f), a requirement that the facility be deed restricted to provide licensed adult and senior residential care for at least the length of time the county will provide OSP.
- Any conditions that would cause repayment of funds or cancellation of future budgeted funds.
- A requirement that facilities in receipt of CCE Preservation Program grant funds provide their annual audit within 90 days of the end of their fiscal year, if applicable. If a subgrantee meets the threshold for a federal single audit, a copy of the most recent single audit must be provided. Note: any entity expending $750,000 or more of federal funds in a fiscal year is required to have an annual single audit per the federal Super Circular Uniform Guidance (45 CFR Part 75).
- Required reporting, including reporting any material events such as change of key staff, lawsuit filed against the organization, etc. within 30 days of said event occurring.
- A requirement that subgrantees indemnify the county against any claims, suits, etc. that could be made against the entity.

As part of the OSP contract, a system should be established to manage the disbursement of funds. Counties can work with subgrantees to determine frequency and timing of disbursements as long as it is documented in the contract; however, counties are responsible for ensuring that subgrantees continue to meet the program requirements as outlined in this NOFA.

More specific details about contractual pass-through requirements for counties will be outlined in the Standard Agreement upon contract execution with AHP. Detailed

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information about disbursement and contract management with subgrantees in receipt of CCE OSP funds is also available through tailored TA upon request. To request TA, contact cce.preservation@ahpnet.com.

B. Disbursement of CP Funds to Selected Facilities:

Counties shall follow established county procurement, invoicing, and reimbursement processes, consistent with State Fiscal Recovery Fund (SFRF) requirements, and execute formal agreements or contracts with the approved facilities to govern the use of the CCE CP funds. Award and disbursement of CP funds requires an executed agreement between the county and subgrantee. Execution of the grant agreement award shall not automatically trigger a disbursement of funds.

County subgrantee agreements should, at minimum, delineate the following:

- The subgrantee's reporting responsibilities, including key metrics and data.
- Potential for requests of information from CDSS and AHP for ad hoc reports, or other required documentation such as eligibility of qualified residents.
- The uses of CP funds.
- The conditions under which CP funds may be accessed.
- The procedures and approvals needed for accessing CP funds, including details on the disbursement and construction draw approvals process.
- The requirements of an open- or closed-bid process.
- Any conditions that would cause repayment of funds or cancellation of future budgeted funds.
- A requirement that facilities in receipt of CCE Preservation Program grant funds provide their annual audit within 90 days of the end of their fiscal year, if applicable. If a subgrantee meets the threshold for a federal single audit, a copy of the most recent single audit must be provided. Note: any entity expending $750,000 or more of federal funds in a fiscal year is required to have an annual single audit per the federal Super Circular Uniform Guidance (45 CFR Part 75).
- Required reporting, including reporting any material events such as change of key staff, lawsuit filed against the organization, etc. within 30 days of said event occurring.
- A requirement that subgrantees indemnify the county against any claims, suits, etc. that could be made against the entity.
- If applicable, the requirement of a deed restriction to provide licensed residential care for a period of time designated by the county.

Counties shall follow their standard disbursement and construction draw processes while ensuring all of the following components required by state and federal regulations, including SFRF requirements, are included in those processes:

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- Qualification statements from construction professionals that have been reviewed and approved
- Final plan and cost review that has been approved
- Final, stamped plans and specifications
- Final executed contract and project budget (schedule of values)
- Project scope and timeline
- All final permits
- Prevailing wage attestation
- Payment and performance bond or executed letter of credit

More specific details about contractual pass-through requirements for counties will be outlined in the Standard Agreement upon contract execution with AHP. Detailed information about disbursement and contract management with facilities in receipt of CCE Preservation Program funds is also available through tailored TA upon request. To request TA, contact AHP at cce.preservation@ahpnet.com.

C. Management of CP Funds with Selected Subgrantees:

Counties accepting CP funds will be required to outline how they will manage the funds via the Implementation Plan. Counties are strongly encouraged to reach out to cce.preservation@ahpnet.com if they require TA in implementing the management of CP funds with selected subgrantees.

Counties will be required to describe their intended CP fund management processes in their Implementation Plan, subject to review and approval by AHP. The description must include how the county or third-party administrator will manage the CP application and fund disbursement process. It must also describe circumstances as to when the subgrantee (i.e., facility) would be allowed to manage the construction/rehabilitation project independent of direct oversight from the county or third-party administrator. The county should carefully consider this option to determine when it is appropriate to allow a facility to manage the construction project directly. The county shall only allow this option when the county can ensure that the entity awarded is capable of sufficiently managing the construction process oversight from start to completion. Considerations of a subgrantee's ability to sufficiently manage the process may include the cost of the project, the complexity of the project, or the subgrantee's previous development management experience. Counties considering this option should weigh the risks of individual subgrantee management on a case-by-case basis.

Regardless of how the county decides to manage the funds, the county has ultimate responsibility for compliance with the funding instructions attached to this NOFA.

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Counties will be required to include the following details about CP fund management in their Implementation Plan, subject to review and approval by AHP:

- Attestation of the county's capacity and ability to manage the CP application process for construction as part of their Implementation Plan. The county should include detailed administrative plans for project management tasks such as developing and managing a scope of work, general contractor engagement, construction project management, close out, and regular project status reporting. If the county choses to contract administration of this program to a third-party entity, this must be indicated in the Implementation Plan and accompanied by the agreement or contract that outlines oversight plans and expectations.
- Assessment of subgrantee financial feasibility and adherence to program requirements to ensure subgrantees have sufficient staff capacity and financial resources (i.e., working capital/liquidity) to manage the facility during and after construction.
- Clarification of the process, documentation, and approval requirements that will trigger the fund disbursement for approved CP projects.
- Review of the subgrantee's plan to relocate residents (if needed) to maintain levels of care during the capital preservation project period.
- Identification of necessary metrics and dedicated staff for proper monitoring of the CP fund disbursements.
- Development and management of the CP draw process for construction, which includes
    - Verifying all contractors and subcontractors are meeting prevailing wage standards for a public works project and
    - Identifying a process to track change orders.
- Management of post-construction compliance, financial accountability, reporting, and documentation per the requirements of CCE Preservation funding
- Monitoring of subgrantee projects during the 5-year compliance period
- Management and retention of all project, monitoring, and reporting documentation for the required archival period.

To further mitigate construction risks, it is recommended general contractors registered with the California Department of Industrial Relations (DIR) provide the following documents to counties:

- **Payment & Performance (P&P) Bond:** A P&P bond is required for all construction projects of $1,000,000 or more. The bond must be issued by a rated company, for both payment and performance, as Dual Obligee with the county or its designee as additionally insured. Any exception to this must be stated within the grant agreement and be approved by the State.
- **Letter(s) of Credit:** In the event a project is small, or the risk is determined to be low, an irrevocable letter of credit may be accepted in lieu of a P&P bond.

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- **Certification of Compliance:** General contractors must submit a certification of compliance to the awarding county department certifying that the construction contractor shall comply with California's prevailing wage and working hours laws (including posting job notices, as required by Labor Code section 1720). From time to time, additional documents that are not stated here may be required, depending on the unique risks of the transaction.
- **Prevailing Wage Attestation:** Contractors provide this to the administering oversight body as part of the contract execution process, certifying compliance with California's prevailing wage and working hours laws and all applicable federal prevailing wage laws.

Additional documents that are not stated here may be required depending on the unique risks of the transaction.

Section 303 – Preservation Capital Projects Funding Match

Counties are required to match at least 10 percent of the CP funds accepted and awarded to them. Match may be provided by the county or contributed in whole or in part by the subgrantee awarded CP funds. However, counties are responsible for ensuring that the 10 percent match is met. For example, a county awarding a project that will cost $50,000 could contribute $5,000 in county American Rescue Plan Act (ARPA) funds to the project or require that the applicable subgrantee contribute $5,000 in cash to the project.

Note: Match is not required for OSP funds.

Counties will describe their proposal for matching CP funds in the Implementation Plan, including identifying whether the county will provide the match itself or whether all or a portion of the match will be contributed by facilities awarded CP funds. Counties will also be required to certify that match requirements will be met and include any match sources committed to this contract in the Standard Agreement executed with AHP. If facilities will be required to contribute any part of the match, this must also be outlined in the Standard Agreement with the county.

Match in the form of cash and in-kind contributions, including the real costs previously incurred by a project, will be allowed. All "in-kind" amounts must be well documented and notarized. CDSS must approve all match sources that are not described below.

Cash match may come from

- ARPA funds granted to counties and cities,
- Local funding,
- Mental Health Services Act funds in the 3-year plan (considered "other local"),

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- Foundation/philanthropic support,
- Loans or investments,
- Cash on hand, and
- Incentive payments from managed care plans

"In-kind" match may be in the form of

- Sunk costs directly related to a development project, or costs directly related to a development project that have already been incurred and cannot be recovered, with documentation of paid invoices for professional services related to pre-development of the specific grant application, as approved on a case-by-case basis by CDSS. Any match claimed under sunk cost must supplement, not supplant, other fund sources.
- Donations of professional design-build services, materials directly related to the development project.

Services to clients will not be allowed as match. State general funds may not be used as match.

Section 304 – Service Use Terms

For the purpose of this section, "service use terms" means a deed restriction on the title of the property, safeguarding the property for purposes consistent with the grant for the duration of the contract performance period. A deed restriction must be recorded on the title to the property before the county can approve any OSP payments. As such, facility operators that are leasing the property must obtain the owner's consent for the deed restriction. The county, at their discretion, may also require that a deed restriction be recorded on the title to the property before approving CP projects. However, deed restrictions are required by statute for only those facilities in receipt of OSP funds.

Article IV – Preservation Program Requirements

Section 401 – Data Collection and Reporting

A. Data Reports:

Counties will be required to report on items related to use of funds and number of beds preserved. Examples of OSP and CP data collection items may include, but are not limited to, the following:

- The number of facilities requesting OSP or CP reimbursement and amount of funds requested
- The number of facilities receiving funds and amount of funds awarded

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- The number of retained residents who are receiving or applying for SSI/SSP or CAPI benefits
- The total number of residents, the number of current qualified residents, and any new qualified residents who move into the facility
- A brief description of how the CP or OSP funds were used to benefit the qualified residents and prioritized population

B. The HUB – Data Reporting System:

The HUB is a data portal that will be made available to all counties, through AHP, for the purpose of reporting data and meeting programmatic as well as federal fiscal reporting requirements. Each county will then provide subgrantee facilities with a separate secure portal for uploading and providing all required monitoring information. The site will also provide business-hour access to liaison staff who can answer questions related to the completion of required forms.

C. American Rescue Plan Act (ARPA) Data Reporting Requirements:

Counties will be required to follow the U.S. Treasury Department rules on ARPA uses, data collection, and reporting requirements. CDSS reports expenditures and outcomes on behalf of grantees, and requested information included in the reporting is subject to change.

Section 402 – Monitoring and Program Oversight

As recipients of state and federal funding from pass-through entities (CDSS and AHP), counties are responsible for compliance with federal and state regulations attached to the funding accepted, including fund administration, fiscal and project management, reporting, and compliance monitoring.

Each participating county department will be responsible for managing the day-to-day operations of its CCE Preservation Funds program, including establishing methods, processes, and procedures to determine best practices for the efficient delivery of CCE Preservation Funds. Counties will likewise be expected to ensure that these funds are used in accordance with program requirements and written agreements and to take appropriate action, should any performance problems arise. County procedures must include a corrective action plan for assessing risk of activities and projects and for monitoring facilities to ensure that the requirements in this section are met.

Each county must, insofar as is feasible, distribute CCE funds geographically within its boundaries, according to the priorities of needs identified by the county analysis of facilities at highest risk for closure serving qualified residents.

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The county shall be subject to monitoring by CDSS, its contractor AHP, and/or its community development financial institution (CDFI) subcontractor for compliance with the provisions of this NOFA and the executed contract. Such monitoring activities may include, but are not limited to, inspection of the county's grantees' and/or subgrantees' services, procedures, books, and records, as CDSS or AHP deems appropriate. CDSS or AHP may conduct monitoring activities at any time during the county's contractors' and/or subcontractors' normal business hours. CDSS may conduct a review of the county's contractors' and/or subcontractors' records to determine if any of the claimed expenditures were an improper use of grant funds.

Article V – Authorizing and Applicable Law

Authorizing law for CCE Preservation OSP and CP: Assembly Bill (AB) 172 (Chapter 696, Statutes of 2021

Section 501 – Federal and State Program Requirements

A. ARPA:

Counties will be required to follow the Treasury rules on ARPA uses, data collection, and reporting requirements.

B. Reporting Requirements:

Reporting requirements will include quarterly reports and a final report, along with an annual CCE Preservation Program and Expenditure Report. The annual report will be due no later than January 31, for the prior calendar year of January 1 to December 31. The reports and data entered in the HUB data portal shall be in such form and contain such information as required by CDSS, as appropriate, in its sole and absolute discretion.

These requirements will be fully detailed upon award. In addition to the foregoing, each county shall submit to CDSS or AHP such periodic reports, updates, and information as deemed necessary by CDSS to monitor compliance and/or perform program evaluation. Any requested data or information shall be submitted electronically in a format provided by CDSS or its administrative entity, AHP. Additional reporting requirements may be required by CDSS for up to the applicable service use terms after completion of project construction.

C. Prevailing Wage:

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All "projects" that receive preservation capital funds over $1,000 must utilize Prevailing Wage Rates as defined by the Prevailing Wage Law (Labor Code section 1720, et seq.). It is the contractor's responsibility to abide by the apprenticeship requirements and reporting under that law. Projects are subject to compliance monitoring and enforcement by DIR. County departments will be required to submit a Certification of Compliance to AHP as part of the contract execution process, certifying that the county shall comply with all applicable local, state, and federal prevailing wage and working hours laws. The Certification of Compliance will also state that the county shall maintain its labor records in compliance with all applicable local, state, and federal laws, and shall make all labor records available to DIR and any other applicable enforcement agencies upon request.

D. Local Building Codes:

All preservation and construction projects must meet state or local residential and building codes, as applicable, or, in the absence of a state or local building code, the International Residential Code or International Building Code (as applicable to the type of housing) of the International Code Council. The housing must meet the applicable requirements upon project completion.

E. Reasonable Costs:

Consistent with county procurement processes, each county shall ensure there is a systematic process in place for determining and confirming "reasonable costs" within and throughout each project, as well as a systematic check-and-balance method for distributing funds to facilities.

F. Land Use Exemption:

Any project that receives CCE Preservation Program funds shall be deemed consistent and in conformity with any applicable local plan, standard, or requirement, and any applicable coastal plan, local or otherwise, and allowed as a permitted use, within the zone in which the structure is located, and shall **not** be subject to a conditional use permit, discretionary permit, or to any other discretionary reviews or approvals, and shall be deemed a ministerial action under the California Environmental Quality Act (CEQA) (Public Resources Code section 21080) and under section 15268 of Title 14 of the California Code of Regulations (WIC section 18999.97(l); see also CEQA Guidelines).

G. Low-Rent Housing Project Exemption:

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In accordance with WIC sections 5960.35(b)(1) and 18999.98, a project funded with a CCE grant shall not be considered a "low-rent housing project," as defined in Section 1 of Article XXXIV of the California Constitution, if the project meets any one of the following criteria:

- The project is privately owned housing, receiving no ad valorem property tax exemption, other than exemptions granted pursuant to subdivision (f) or (g) of section 214 of the Revenue and Taxation Code, not fully reimbursed to all taxing entities, and not more than 49 percent of the dwellings, apartments, or other living accommodations of the project may be occupied by persons of low income.
- The project is privately owned housing, is not exempt from ad valorem taxation by reason of any public ownership, and is not financed with direct long-term financing from a public body.
- The project is intended for owner-occupancy, which may include a limited-equity housing cooperative as defined in section 50076.5 of the Health and Safety Code, or cooperative or condominium ownership, rather than for rental-occupancy.
- The project consists of newly constructed, privately owned, one-to-four-family dwellings not located on adjoining sites.
- The project consists of existing dwelling units leased by the state public body from the private owner of these dwelling units.
- The project consists of the rehabilitation, reconstruction, improvement, or addition to, or replacement of, dwelling units of a previously existing low-rent housing project, or a project previously or currently occupied by lower-income households, as defined in section 50079.5 of the Health and Safety Code.
- The project consists of the acquisition, rehabilitation, reconstruction, improvement, or any combination thereof, of a project which, prior to the date of the transaction to acquire, rehabilitate, reconstruct, improve, or any combination thereof, was subject to a contract for federal or state public body assistance for the purpose of providing affordable housing for low-income households and maintains, or enters into a contract for federal or state public body assistance for the purpose of providing affordable housing for low-income households.

If a project funded with a CCE grant is a "low-income housing project" as defined by Section 1 of Article XXXIV of the California Constitution but does not meet any of the criteria listed above, then the applicant shall comply with the requirements set forth in that section of the California Constitution.

H. State and Federal Relocation Assistance:

As applicable, all projects must comply with federal and state laws pertaining to relocation assistance and protections that must be provided to people who move as a

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result of government-funded projects (California Government Code (GOV) sections 7260-7277; 42 U.S.C. section 4601 et seq.).

Section 502 – Collaboration, Racial Equity, and Fair Housing

A. Collaboration:

Counties are strongly encouraged to collaborate with other partners, such as local behavioral health and emergency response systems, local Medi-Cal managed care plans, legal aid organizations, and other relevant networks, to maximize available funding to preserve residential facilities, increase referrals, coordinate care, and maximize resources and available supportive services. Information on these collaborations will be requested in future program updates. Counties may not supplant the CCE Preservation Funds with any other funding sources such as the Assisted Living Waiver program or other service use funding provided by the county or other programs.

B. Racial Equity:

It is important that the county department address racial disparities in program design, development, and implementation. It is vital to have early engagement with stakeholders with lived experience of homelessness or mental and/or substance use disorders, people with disabilities, and with other marginalized communities including BIPOC at risk of or experiencing homelessness. County departments should rely on local data to account for racial inequities and disparities experienced by persons experiencing homelessness in the application evaluation process and/or allocation methodology.

C. Fair Housing:

Additionally, per Government Code section 8899.50, each county must also operate its CCE program in a manner that affirmatively furthers fair housing. This means that CCE must be operated in a way that takes "meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics."

Counties should review the reports and resources below for examples of how housing and homelessness programs have incorporated racial equity into programming. Counties are encouraged to seek meaningful input and participation from current and former SSI/SSP or CAPI recipients or applicants, including individuals of color, that go beyond identifying disparities to identify causes of such disparities from individuals with lived experience. Additionally, CDSS or AHP will provide TA opportunities to help counties address racial equity within the CCE program.

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Reports

- Racial Inequalities in Homelessness, by the Numbers
- Supporting Partnerships for Anti-Racist Communities (SPARC) Phase One Study Findings
- A Brief Timeline of Race and Homelessness in America
- Report and Recommendations of the Ad Hoc Committee on Black People Experiencing Homelessness

Resources

- Equity-Based Decision-Making Framework
- Framework for an Equitable COVID-19 Homelessness Response
- Advancing Racial Equity through Assessments and Prioritization (HUD)
- California Department of Housing and Community Development's Guidance on Affirmatively Furthering Fair Housing
- California Business, Consumer Services and Housing Agency's Homeless Data Integration System

Key Definitions

Qualified resident: For the purpose of this NOFA, per the state statute, applicants or recipients of the Supplemental Security Income/State Supplementary Payment (SSI/SSP) pursuant to Subchapter 16 (commencing with Section 1381) of Chapter 7 of Title 42 of the United States Code and Welfare and Institutions Code (WIC) section 12000 et seq., and applicants or recipients the Cash Assistance Program for Immigrants (CAPI) pursuant to WIC section 18937 et seq., who need the care and supervision that is provided by the licensed facility that receives the grant. "Qualified resident" shall not include SSI/SSP or CAPI applicants or recipients who are receiving services through a regional center.

Prioritized population: Qualified residents who are experiencing, or at risk of experiencing, homelessness.

Adult Residential Facility (ARF): "ARF" has the same meaning as in Title 22 of the California Code of Regulations Section 80001: "any facility of any capacity that provides 24-hour-a-day nonmedical care and supervision to the following: (A) persons 18 years of age through 59 years of age; and (B) persons 60 years of age and older only in accordance with Section 85068.4."

Residential Care Facility for the Elderly (RCFE): "RCFE" has the same meaning as in Title 22 of the California Code of Regulations Section 87101: "a housing arrangement

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chosen voluntarily by the resident, the resident's guardian, conservator or other responsible person; where 75 percent of the residents are sixty years of age or older and where varying levels of care and supervision are provided, as agreed to at time of admission or as determined necessary at subsequent times of reappraisal. Any younger residents must have needs compatible with other residents."

Residential Care Facility for the Chronically Ill (RCFCI): "RCFCI" has the same meaning as in Title 22 of the California Code of Regulations Section 87801: "any place, building, or housing arrangement which is maintained and operated to provide care and supervision to all or any of the following: (A) Adults with HIV disease or AIDS, (B) Emancipated minors with HIV disease or AIDS, or (C) Family units as defined in Section 87801(f)(1) with adults or children or both with HIV disease or AIDS."

California Prevailing Wage: The director of the Department of Industrial Relations (DIR) determines the general prevailing rate of per diem wages in accordance with the standards set forth in Labor Code section 1773. (Labor Code section 1770). Except for "public works," "projects" of one thousand dollars ($1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works. (Labor Code section 1771). Prevailing wage is applicable only to work performed under contract, including contracts let for maintenance work, and is not applicable to work carried out by a public agency with its own forces.

Capitalized Operating Subsidy Reserve (COSR [for OSP]): Capitalized operating subsidy reserve means an interest-bearing account maintained by the qualified grantee, the residential adult or senior care facility, or a third-party entity created to cover potential or projected operating deficits on a facility that is deed restricted to provide licensed residential care for at least the term of the reserve. The department shall develop guidelines on the qualified grantees' use of COSRs to ensure safeguards for those reserves, based on use in other state programs.

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Acronyms

AHP	Advocates for Human Potential, Inc. – CDSS's third-party contractor
ARF	Adult Residential Facility
ARPA	American Rescue Plan Act
CAPI	Cash Assistance Program for Immigrants
CCE	Community Care Expansion
CCLD	Community Care Licensing Division
CDFI	Community Development Financial Institution
CDSS	California Department of Social Services
CEQA	California Environmental Quality Act
CP	Capital Projects
FDA	Funding and Disbursement Agreement
OSP	Operating Subsidy Payments
RCFCI	Residential Care Facility for the Chronically Ill
RCFE	Residential Care Facility for the Elderly
SFRF	State Fiscal Recovery Fund
SSI/SSP	Supplemental Security Income/State Supplementary Payment

Addendum A

Examples of CCE CP Fund Disbursement Procedures

Counties shall follow established county procurement, invoicing, and reimbursement processes, consistent with SFRF requirements, and execute formal agreements or contracts with the approved subgrantees to govern the use of the CCE CP funds.

The program management responsibility includes, but is not limited to, ensuring program compliance per the funding source, both for project delivery costs and within each awarded construction project; financial management, including management of the approved administrative budget and grant/loan budget, for each subgrantee by funding source; required data reporting and data retention, documentation, and recordkeeping per CDSS and federal specifications, both for the program and for each subgrantee; and the performance of the program according the county's approved Implementation Plan, budget, and unit completion goals.

The following scenarios are offered as examples in the absence of an established county process. If TA is needed to establish fund disbursement procedures, please

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request support in the AHP CCE Preservation Acceptance web portal, or by email at cce.preservation@ahpnet.com. For the purposes of this section, "subgrantee" refers to the facility or entity awarded CCE CP funds.

Scenario #1 – The county establishes the management of each project, including bidding and supporting the selection of contractors and disbursement of funds for rehabilitation/construction scopes of work. This also includes the direct management of funds and contracts with trades and construction firms completing the approved rehabilitation and reconstruction. In this scenario, the county would contract with trades on behalf of the subgrantee (the ARF or RCFE) and act as project manager to monitor the completion of the approved improvement/project.

In this scenario, the county operates in the role similar to that of a general contractor. If a county uses this approach, the county department or agency administering the program should have preexisting experience overseeing construction and development projects of a similar size and complexity as the proposed projects to be funded with CCE CP funds.

Note: It is recommended that the county leverage existing procurement and management systems that currently govern similar capital projects such as HOME, the Community Development Block Grant Program (CDBG), or home improvement projects where the county is designating funds for a specific project with restricted use. AHP can provide TA upon request to assess and advise the applicability, scope, or feasibility of using the county's existing systems for this project.

In this scenario, the county will work with the approved subgrantee (the ARF or RCFE) to 1) develop a scope of work, 2) select a licensed and certified general contractor through the county procurement process, and 3) manage the construction process. All construction and rehabilitation contracts will be made between the subgrantee (ARF or RCFE) and the general contractor, but the county will manage and disburse the funds upon successful completion of the work.

Under this scenario, the construction management and funds disbursement will follow these steps:

1. **Site inspection and drafting the scope of work:** Upon approval of allocated grant funds, the county will conduct an initial site inspection by a certified construction analyst. Based upon the inspection, the analyst will develop a detailed draft scope of work and review it with the subgrantee.
2. **Bidding and selecting a construction contractor:** Upon approval of this initial scope of work by the county and the subgrantee, the county will conduct a bid conference on site with the subgrantee and interested construction contractors. Within an acceptable period of time after the bid conference, contractors will

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submit construction bids to the county. The county will meet with the subgrantee to have them select their preferred construction contractor.

3. **Finalizing scope of work:** Upon selection of the construction contractor, the scope will be finalized with the subgrantee, and an internal review and approval package will be developed by county staff. Through the CCE program, the subgrantee has been exempted from Environmental Review and an expedited internal approval process for these grantees should be developed in collaboration with other agencies, including the planning agency. *Note: In this scenario, funds are approved but not transferred or allocated directly to the approved subgrantee. This allows the county to mitigate risk involving the use of funds and ensure funds are being used in accordance with the program requirements.*
4. **Signing agreements:** When the above processes are complete, the subgrantee is contacted to sign key documents, including the subgrantee agreement and the construction contract.
5. **Getting started:** Approval of work begins, with county oversight. The contractor is then provided with a Notice to Proceed, and construction can begin. Variance between estimated construction cost at time of bidding and actual cost when work begins can be mitigated through close collaboration between the subgrantee and the county.

In the scenario described above, the county will be responsible for construction management, close out, reviewing the facility's plan for the relocation of residents to a commensurate level of care as necessary, warranty enforcement, and post-construction responsibilities. Where there are already established residents whose service needs may be impacted, the county will collaborate with the subgrantee to ensure disruptions to continuity of care are minimized.

The county will ultimately be responsible for processing all applications from the stage of submission through review, decision/approval, settlement, construction completion, and ongoing program administration.

Scenario #2 – The county contracts with a third party for full management of subgrantee awards

In this scenario, the contracted third party will be responsible for the steps outlined above. County agencies with limited capacity to manage the CCE award and monitoring requirements may want to consider contracting with a third-party organization experienced in developing or rehabilitating residential care facilities to manage the construction bidding, selection of contractors, development of the project scope of work, bidding and validation of eligible expenditures, and final reporting with documentation on use of funds and completion of intended and approved use. In this scenario, all construction bidding processes, direct 1:1 oversight of projects to completion, and

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management of the draw review process could be the responsibility of a third party. Subgrantee award agreements will be executed between the awarded subgrantee and the county and managed with the assistance of a third party.

Scenario #3 – Subgrantee manages awarded funds
In this scenario, the county has determined the awarded subgrantee has the capacity and ability to manage the capital preservation/rehabilitation project. Subgrantees with prior experience rehabilitating or managing tenant improvements can manage the funds either through their own staff or through a memorandum of understanding with an experienced real estate developer or construction manager.

This scenario requires oversight by the county to ensure the subgrantee can document their prior experience or capacity to manage these funds and bring projects to fruition. Attestation of the subgrantee's ability and capacity to manage prevailing wage oversight, provide regular accounting of the funds expended for eligible uses, understand approvals and permitting needed, obtain these approvals and permits, and report on key data points required by the CCE program is recommended. A system to collect and monitor, including onsite inspection, will support the county to manage the grant funds under this scenario.

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AWARD LETTERS

August 15, 2022

Monterey County
Attn: Patricia Zerounian, Management Analyst III
Health, Behavioral Health Bureau
1270 Natividad Road
Salinas, CA, 93906

SUBJECT: Community Care Expansion Preservation Program Award Letter

Dear Patricia Zerounian:

Thank you for your interest in the California Department of Social Services (CDSS) Community Care Expansion (CCE) Preservation Program. CDSS is pleased to inform you that Monterey County is awarded the following allocation(s) to administer and implement the CCE Preservation Program:

- **$644,906** is awarded for the Operating Subsidy Payment (OSP) program
- **$1,755,327** is awarded for the Capital Project (CP) program

According to the Director Certification submitted by your county, the CCE Preservation Program will be administered by the Health Department, Behavioral Health Bureau. The Director Certification also indicated that your county could accept additional OSP funds and additional CP funds, should they become available. Additional information relating to any additional funds will be released under separate cover.

CCE Preservation Program funds must be used consistent with the program guidelines outlined in the Notice of Funding Availability (NOFA) to immediately preserve and avoid the closure of licensed residential adult and senior care facilities serving qualified residents, defined as applicants or recipients of Supplemental Security Income/State Supplementary Payment (SSI/SSP) or Cash Assistance Program for Immigrants (CAPI), including those who are experiencing or at risk of homelessness.

Advocates for Human Potential, Inc. (AHP), the CCE administrative entity will collect an Implementation Plan and issue a Standard Agreement contract. The Standard Agreement will outline expectations and responsibilities related to acceptance of the award, including incorporation of funding terms and conditions outlined in the NOFA and the signed Director Certification. The CCE Preservation Program grant award is not

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final, and no funding will be disbursed, until a contract has been fully executed, which occurs when the contract is signed by authorized representatives for both Monterey County and AHP. Prior to that time, the CDSS and AHP have the right to conduct additional due diligence to ensure fulfillment of all programmatic and fiscal requirements, including but not limited to, eligibility and award amount. Any costs incurred outside the performance period of a fully executed contract may not be reimbursed.

CDSS appreciates your interest and partnership in implementing the CCE Preservation Program. If you have any questions, please contact the AHP team at cce.preservation@ahpnet.com.

Sincerely,

Julie McQuitty

Julie McQuitty
Chief, Program Policy and Quality Assurance Branch
Housing and Homelessness Division
California Department of Social Services

DocuSign Envelope ID: EE02E015-7DD7-4255-9F37-5B5200EFF814

April 7, 2023

Monterey County
Elsa M. Jimenez, MPA, Director
Health Department
1270 Natividad Road
Salinas, CA 93906

SUBJECT: Community Care Expansion (CCE) Preservation Program Fiscal Year (FY) 2022-23 Award Letter and Final Award Amount

Dear Director Elsa M. Jimenez, MPA:

Thank you for your continued interest in the California Department of Social Services (CDSS) Community Care Expansion (CCE) Program. CDSS is pleased to inform you that Monterey County is awarded an additional **$651,767** in CCE Preservation Operating Subsidy Payment (OSP) funds from the FY 2022-23 budget appropriation.

The Director Certification submitted by your county indicated that your county could accept additional OSP funds and additional Capital Project (CP) funds, should they be available. The remaining program funds from the CCE Preservation FY 2021-22 for OSPs and CPs are now available to participating counties. CDSS is distributing these remaining funds consistent with the need-based methodology described in Section IV of the All County Welfare Directors Letter (ACWDL) dated December 14, 2022.

In addition to the FY 2022-23 augmentation outlined above, Monterey County is awarded **$81,026** in additional OSP funds and **$67,718** in additional CP funds from the remaining FY 2021-22 appropriation. These funds were also redistributed consistent with the need-based methodology described in Section IV of the All County Welfare Directors Letter (ACWDL) dated December 14, 2022.

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In total, Monterey County is awarded the following allocation(s) to administer and implement the CCE Preservation Program:

- **$1,377,699** for OSP funds
- **$1,823,045** for CP funds

Funds must be used to support CCE Preservation operations as described in the Notice of Funding Availability (NOFA) dated June 10, 2022, and the ACWDL dated December 14, 2022. Funds used for the purpose of OSPs must be obligated no later than June 30, 2027 and liquidated no later than June 30, 2029. Funds used for the purposes of CPs must be obligated no later than June 30, 2024 and liquidated no later than December 31, 2026.

Following the release of this award letter, Advocates for Human Potential, Inc. (AHP) will issue a Program Funding Agreement. The Program Funding Agreement will outline expectations and responsibilities related to acceptance of the award, including incorporation of funding terms and conditions outlined in the NOFA, ACWDL, and the signed Director's Certification. The CCE Preservation Program grant award is not final, and no funding will be disbursed, until a Program Funding Agreement has been fully executed, which occurs when the Program Funding Agreement is signed by authorized representatives for both Monterey County and AHP. Prior to that time, the CDSS and AHP have the right to conduct additional due diligence to ensure fulfillment of all programmatic and fiscal requirements, including but not limited to, eligibility and award amount. Any costs incurred outside the performance period of a fully executed Program Funding Agreement may not be reimbursed.

Please contact AHP at cce.preservation@ahpnet.com with any questions.

Sincerely,

Julie McQuitty

JULIE MCQUITTY, Branch Manager
Program Policy and Quality Assurance Branch
Housing and Homelessness Division
California Department of Social Services

CC:

Introduced: 1/15/2026
Version: 1

Current Status: Criminal Justice - Consent
Matter Type: BoS Resolution

a. Approve to amend the Sheriff's Office FY 2025-26 Adopted Budget, 001-2300-8273-SHE001, to reallocate one (1.0) FTE Accountant III to one (1.0) Full-Time Equivalent (FTE) Finance Manager I, as indicated in Attachment A (4/5th Vote Required);
b. Authorize the Auditor-Controller to incorporate the approved changes in the Sheriff's Office FY 2025-26 Adopted Budget; and
c. Direct the Human Resources Department to implement the changes in the Advantage Human Resources Management (HRM) system.

RECOMMENDATION:
It is recommended that the Board of Supervisors:

a. Approve to amend the Sheriff's Office FY 2025-26 Adopted Budget, 001-2300-8273 -SHE001, to reallocate one (1.0) Full-Time Equivalent (FTE) Accountant III to one (1.0) FTE Finance Manager I, as indicated in Attachment A (4/5th Vote Required);
b. Authorize the Auditor-Controller to incorporate the approved changes in the Sheriff's Office FY 2025-26 Adopted Budget; and
c. Direct the Human Resources Department to implement the changes in the Advantage Human Resources Management (HRM) system.

SUMMARY:

The Sheriff's Office is seeking approval and authorization from the Board of Supervisors to reallocate one vacant (1.0) FTE Accountant III to one (1.0) FTE Finance Manager I. The Accountant III position became vacant due to the incumbents promotion to Finance Manager II.

DISCUSSION:
The Sheriff's Office is requesting to reallocate one vacant (1.0) FTE Accountant III to one (1.0) FTE Finance Manager I. The Accountant III position became vacant due to a competitive employee promotion to Finance Manager II.

Currently, the Sheriff's Office has one Finance Manager II responsible for providing budgetary and financial support to the Sheriff and her Executive Management Team while overseeing the fiscal operations of the entire office. In addition to budget development and monitoring, fiscal operations include the processing of our complex and intricate payroll, processing of Accounts Payable and Accounts Receivable, fiscal management of grants and contracts, daily deposits, vendor permits, special event billings, and external bank account reconciliations.

Throughout this fiscal year the Sheriff's Office has evaluated the structure of its Fiscal Division to evaluate processes to increase efficiency and financial accountability. Recently the Fiscal Division was recently divided into three units; the Enforcement and Administration Operations Bureaus (EOB/AOB) unit, the Corrections Operations Bureau (COB) unit, and the Payroll Unit.

The current Finance Manager II will be responsible for monitoring the entire department budget, with a focus on the budgetary and financial needs of the Corrections Operations Bureau (Appropriation Unit SHE003) with an annual budget of $93 million, offset by $36 million in revenues, overseeing the Accounts Payable and Accounts Receivable functions, budget preparation, mid-year estimates, and reporting. The Finance Manager II will also be responsible for the oversight of the Payroll Unit and will provide the necessary financial and budgetary support to the Undersheriff and the COB Chief.

The requested reclassification of the Accountant III to Finance Manager I will handle the budgetary and financial needs of the Enforcement and Administration Operations Bureaus (Appropriation Unit SHE001). These bureaus combined have a current annual budget of $71 million, offset by $16 million in revenues. The Finance Manager I will oversee the overall budget of these bureaus, to include Accounts Payable, Accounts Receivable, budget preparation, mid-year estimates, and will provide the necessary financial and budgetary support to the EOB and AOB Chiefs.

The request for the reclassification in the Fiscal Division to provide budgetary and financial support to the Sheriff's Office is to align the needs of the department that has grown over 100% in the past 16 years.

We believe restructuring the Fiscal Division in this manner will facilitate efficiency in the management of the Sheriff's Office budget and provide dedicated support to the respective Bureau Chiefs. The Sheriff's Office has discussed the restructure of its Fiscal Unit with the County Administrators Office who are supportive of the Sheriff's Office's efforts to increase fiscal accountability and management of its budget.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Human Resources Class & Comp Team has reviewed and approved the request to classify the vacant 1.0 FTE Accountant III to a 1.0 FTE Finance Manager I. The County Administrative Office has been consulted regarding this reclassification request.

FINANCING:
The cost difference between the two positions for three months in FY 2025-26 is estimated at $6,000 and will be absorbed by the Sheriff's Office budget.

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
X Dynamic Organization and Employer of Choice

Prepared by: Julie Lavorato, Finance Manager II, Ext. 7253
Reviewed by: Jason Smith, Chief Deputy, Ext. 3801
Reviewed by: Keith Boyd, Undersheriff, Ext. 3859
Approved by: Tina M. Nieto, Sheriff-Coroner, Ext. 3750

Attachments:
Board Resolution
Attachment A

Introduced: 1/15/2026
Version: 1

Current Status: Criminal Justice - Consent
Matter Type: BoS Resolution

a. Approve to amend the Sheriff's Office FY 2025-26 Adopted Budget, 001-2300-8273-SHE001, to reallocate one (1.0) FTE Accountant III to one (1.0) Full-Time Equivalent (FTE) Finance Manager I, as indicated in Attachment A (4/5th Vote Required);
b. Authorize the Auditor-Controller to incorporate the approved changes in the Sheriff's Office FY 2025-26 Adopted Budget; and
c. Direct the Human Resources Department to implement the changes in the Advantage Human Resources Management (HRM) system.

RECOMMENDATION:
It is recommended that the Board of Supervisors:

a. Approve to amend the Sheriff's Office FY 2025-26 Adopted Budget, 001-2300-8273 -SHE001, to reallocate one (1.0) Full-Time Equivalent (FTE) Accountant III to one (1.0) FTE Finance Manager I, as indicated in Attachment A (4/5th Vote Required);
b. Authorize the Auditor-Controller to incorporate the approved changes in the Sheriff's Office FY 2025-26 Adopted Budget; and
c. Direct the Human Resources Department to implement the changes in the Advantage Human Resources Management (HRM) system.

SUMMARY:

The Sheriff's Office is seeking approval and authorization from the Board of Supervisors to reallocate one vacant (1.0) FTE Accountant III to one (1.0) FTE Finance Manager I. The Accountant III position became vacant due to the incumbents promotion to Finance Manager II.

DISCUSSION:
The Sheriff's Office is requesting to reallocate one vacant (1.0) FTE Accountant III to one (1.0) FTE Finance Manager I. The Accountant III position became vacant due to a competitive employee promotion to Finance Manager II.

Currently, the Sheriff's Office has one Finance Manager II responsible for providing budgetary and financial support to the Sheriff and her Executive Management Team while overseeing the fiscal operations of the entire office. In addition to budget development and monitoring, fiscal operations include the processing of our complex and intricate payroll, processing of Accounts Payable and Accounts Receivable, fiscal management of grants and contracts, daily deposits, vendor permits, special event billings, and external bank account reconciliations.

Throughout this fiscal year the Sheriff's Office has evaluated the structure of its Fiscal Division to evaluate processes to increase efficiency and financial accountability. Recently the Fiscal Division was recently divided into three units; the Enforcement and Administration Operations Bureaus (EOB/AOB) unit, the Corrections Operations Bureau (COB) unit, and the Payroll Unit.

The current Finance Manager II will be responsible for monitoring the entire department budget, with a focus on the budgetary and financial needs of the Corrections Operations Bureau (Appropriation Unit SHE003) with an annual budget of $93 million, offset by $36 million in revenues, overseeing the Accounts Payable and Accounts Receivable functions, budget preparation, mid-year estimates, and reporting. The Finance Manager II will also be responsible for the oversight of the Payroll Unit and will provide the necessary financial and budgetary support to the Undersheriff and the COB Chief.

The requested reclassification of the Accountant III to Finance Manager I will handle the budgetary and financial needs of the Enforcement and Administration Operations Bureaus (Appropriation Unit SHE001). These bureaus combined have a current annual budget of $71 million, offset by $16 million in revenues. The Finance Manager I will oversee the overall budget of these bureaus, to include Accounts Payable, Accounts Receivable, budget preparation, mid-year estimates, and will provide the necessary financial and budgetary support to the EOB and AOB Chiefs.

The request for the reclassification in the Fiscal Division to provide budgetary and financial support to the Sheriff's Office is to align the needs of the department that has grown over 100% in the past 16 years.

We believe restructuring the Fiscal Division in this manner will facilitate efficiency in the management of the Sheriff's Office budget and provide dedicated support to the respective Bureau Chiefs. The Sheriff's Office has discussed the restructure of its Fiscal Unit with the County Administrators Office who are supportive of the Sheriff's Office's efforts to increase fiscal accountability and management of its budget.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Human Resources Class & Comp Team has reviewed and approved the request to classify the vacant 1.0 FTE Accountant III to a 1.0 FTE Finance Manager I. The County Administrative Office has been consulted regarding this reclassification request.

FINANCING:
The cost difference between the two positions for three months in FY 2025-26 is estimated at $6,000 and will be absorbed by the Sheriff's Office budget.

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
X Dynamic Organization and Employer of Choice

Prepared by: Julie Lavorato, Finance Manager II, Ext. 7253
Reviewed by: Jason Smith, Chief Deputy, Ext. 3801
Reviewed by: Keith Boyd, Undersheriff, Ext. 3859
Approved by: Tina M. Nieto, Sheriff-Coroner, Ext. 3750

Attachments:
Board Resolution
Attachment A

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

Resolution No.

Adopt a Resolution to:

a. Approve to amend the Sheriff's Office Fiscal Year 2025-26 Adopted Budget (001-2300-SHE001-8273), to reallocate one (1.0) FTE Accountant III to one (1.0) FTE Finance Manager I, as indicated in Attachment A (4/5th Vote Required); and
b. Authorize the Auditor-Controller to incorporate the approved changes in the Sheriff's Office FY 2025-26 Adopted Budget; and
c. Direct the Human Resources Department to implement the changes in the Advantage Human Resources Management (HRM) system.

WHEREAS the Sheriff's Office is requesting to reallocate one (1.0) FTE Accountant III vacant position due to promotion to one (1.0) FTE Finance Manager I; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors in and for the County of Monterey as follows:

1. The Sheriff's Office Fiscal Year 2025-26 Adopted Budget (001-2300-SHE001-8273) is amended to reallocate one (1.0) FTE Accountant III to one (1.0) FTE Finance Manager I as indicated below (4/5th Vote Required):

	Class Code	Position Title	Position Number	Position Increase/Decrease	Revised Total FTE
From	20B12	Accountant III	0001	(1.0)	0.0
To	20B95	Finance Manager I	0001	1.0	1.0

2. The Auditor-Controller Office is authorized to incorporate the approved changes in the Sheriff's Office FY 2025-26 Adopted Budget.

3. The Human Resources Department is directed to implement the changes in the Advantage Human Resources Management system.

PASSED AND ADOPTED on this _____day of _____, 2026 by the following vote, to-wit:

AYES:
NOES:
ABSENT:

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

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

By: _____
, Deputy

ATTACHMENT A

Reallocate one position from Accountant III to Finance Manager I
Sheriff's Office
Budget Unit 2300-8273-Fund 001

	Class Code	Position Title	Position Number	Position Increase/Decrease	Revised Total FTE
From	20B12	Accountant III	0001	(1.0)	0.0
To	20B95	Finance Manager I	0001	1.0	1.0

Introduced: 1/15/2026
Version: 1

Current Status: Criminal Justice - Consent
Matter Type: BoS Resolution

a. Approve to amend the Sheriff's Office FY 2025-26 Adopted Budget, 001-2300-8273-SHE001, to reallocate one (1.0) Full-Time Equivalent (FTE) Custody and Control Specialist to one (1.0) FTE Accounting Technician as indicated in Attachment A (4/5th Vote Required); and
b. Authorize the Auditor-Controller to incorporate the approved changes in the Sheriff's Office FY 2025-26 Adopted Budget; and
c. Direct the Human Resources Department to implement the changes in the Advantage Human Resources Management (HRM) system.

RECOMMENDATION:Full-Time Equival
It is recommended that the Board of Supervisors:

a. Approve to amend the Sheriff's Office FY 2025-26 Adopted Budget, 001-2300-8273 -SHE001, to reallocate one (1.0) Full-Time Equivalent (FTE) Custody and Control Specialist to one (1.0) FTE Accounting Technician as indicated in Attachment A (4/5th Vote Required); and
b. Authorize the Auditor-Controller to incorporate the approved changes in the Sheriff's Office FY 2025-26 Adopted Budget; and
c. Direct the Human Resources Department to implement the changes in the Advantage Human Resources Management (HRM) system.

SUMMARY
The Sheriff's Office is seeking approval and authorization from the Board of Supervisors to reallocate one vacant (1.0) FTE Custody and Control Specialist to one (1.0) FTE Accounting Technician.

DISCUSSION:
The Sheriff's Office is requesting to reallocate one vacant (1.0) FTE Custody and Control Specialist to one (1.0) FTE Accounting Technician.

Currently, there are 2.0 FTE Accounting Technicians responsible for three (3) designated bureaus within the Sheriff's Office; Enforcement Operations Bureau (EOB), Administration Operations Bureau (AOB) and the Corrections Operations Bureau (COB).

The existing Accounting Technicians are responsible for reviewing and processing over 450 timesheets biweekly, providing payroll training and guidance to the entire department, processing complex adjustments for missing overtime, promotions, transfers, time off and leave banks. The Accounting

Technicians are also responsible for reviewing and understanding seven (7) bargaining unit MOUs and the Personnel Policies and Practices Resolution (PPPR). Many of the bargaining units have different on-call pays and shift differential. Some divisions take County paid holidays, and some are given a Sheriff's Holiday Bank, which must be reconciled quarterly to avoid an overpayment in holiday hours. This makes reviewing timesheets extremely challenging and time consuming.

Being a 24/7 department also presents payroll challenges. Timesheets are due in Payroll prior to the pay period ending to give the 2.0 FTE Accounting Technicians sufficient time to review. This causes additional adjustments for overtime not included on their timesheets due to a mandatory holdover, sick calls, cancelled overtime that was included on the timesheet, etc. Many times, these adjustments cannot be processed in a timely manner due to time constraints, which then causes additional phone calls/emails from staff inquiring about the discrepancies in their paychecks. In addition, many timesheet errors are not initially noticed, due to the number of timesheets needing to be reviewed in a short amount of time. Errors include improper usage of shift differential, override codes, time entries, and holiday entries. This causes employees to be overpaid or underpaid, which then results in more adjustments.

The additional position will be able to absorb 1/3 of the 450+ timesheets needing review and the associated payroll adjustments each pay period. Adding the additional position will also allow the Payroll Unit to properly reconcile payroll each pay period in a more timely manner, ensuring salaries, benefits and overtime are charged to the proper units. This will assist the department in presenting and managing an accurate budget throughout the fiscal year. The Sheriff's Office has discussed the restructure of it's Fiscal Unit with the County Administrators Office who are supportive of the Sheriff's Office's efforts to increase fiscal accountability and management of it's budget.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Human Resources Class & Comp Team has reviewed and approved the request to classify the vacant 1.0 FTE Custody and Control Specialist to a 1.0 FTE Accounting Technician. The County Administrative Office has been consulted regarding this reclassification request.

FINANCING:
The cost difference between the two positions for the remaining 4.5 months in FY 2025-26 is estimated at $968 and will be absorbed by the Sheriff's Office budget.

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
X Dynamic Organization and Employer of Choice

Prepared by: Julie Lavorato, Finance Manager II, Ext. 7253
Reviewed by: Jason Smith, Chief Deputy, Ext. 3801
Reviewed by: Keith Boyd, Undersheriff, Ext. 3859
Approved by: Tina M. Nieto, Sheriff-Coroner, Ext. 3750

Attachments:
Board Resolution
Attachment A

Introduced: 1/15/2026
Version: 1

Current Status: Criminal Justice - Consent
Matter Type: BoS Resolution

a. Approve to amend the Sheriff's Office FY 2025-26 Adopted Budget, 001-2300-8273-SHE001, to reallocate one (1.0) Full-Time Equivalent (FTE) Custody and Control Specialist to one (1.0) FTE Accounting Technician as indicated in Attachment A (4/5th Vote Required); and
b. Authorize the Auditor-Controller to incorporate the approved changes in the Sheriff's Office FY 2025-26 Adopted Budget; and
c. Direct the Human Resources Department to implement the changes in the Advantage Human Resources Management (HRM) system.

RECOMMENDATION:Full-Time Equival
It is recommended that the Board of Supervisors:

a. Approve to amend the Sheriff's Office FY 2025-26 Adopted Budget, 001-2300-8273 -SHE001, to reallocate one (1.0) Full-Time Equivalent (FTE) Custody and Control Specialist to one (1.0) FTE Accounting Technician as indicated in Attachment A (4/5th Vote Required); and
b. Authorize the Auditor-Controller to incorporate the approved changes in the Sheriff's Office FY 2025-26 Adopted Budget; and
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SUMMARY
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Currently, there are 2.0 FTE Accounting Technicians responsible for three (3) designated bureaus within the Sheriff's Office; Enforcement Operations Bureau (EOB), Administration Operations Bureau (AOB) and the Corrections Operations Bureau (COB).

The existing Accounting Technicians are responsible for reviewing and processing over 450 timesheets biweekly, providing payroll training and guidance to the entire department, processing complex adjustments for missing overtime, promotions, transfers, time off and leave banks. The Accounting

Technicians are also responsible for reviewing and understanding seven (7) bargaining unit MOUs and the Personnel Policies and Practices Resolution (PPPR). Many of the bargaining units have different on-call pays and shift differential. Some divisions take County paid holidays, and some are given a Sheriff's Holiday Bank, which must be reconciled quarterly to avoid an overpayment in holiday hours. This makes reviewing timesheets extremely challenging and time consuming.

Being a 24/7 department also presents payroll challenges. Timesheets are due in Payroll prior to the pay period ending to give the 2.0 FTE Accounting Technicians sufficient time to review. This causes additional adjustments for overtime not included on their timesheets due to a mandatory holdover, sick calls, cancelled overtime that was included on the timesheet, etc. Many times, these adjustments cannot be processed in a timely manner due to time constraints, which then causes additional phone calls/emails from staff inquiring about the discrepancies in their paychecks. In addition, many timesheet errors are not initially noticed, due to the number of timesheets needing to be reviewed in a short amount of time. Errors include improper usage of shift differential, override codes, time entries, and holiday entries. This causes employees to be overpaid or underpaid, which then results in more adjustments.

The additional position will be able to absorb 1/3 of the 450+ timesheets needing review and the associated payroll adjustments each pay period. Adding the additional position will also allow the Payroll Unit to properly reconcile payroll each pay period in a more timely manner, ensuring salaries, benefits and overtime are charged to the proper units. This will assist the department in presenting and managing an accurate budget throughout the fiscal year. The Sheriff's Office has discussed the restructure of it's Fiscal Unit with the County Administrators Office who are supportive of the Sheriff's Office's efforts to increase fiscal accountability and management of it's budget.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Human Resources Class & Comp Team has reviewed and approved the request to classify the vacant 1.0 FTE Custody and Control Specialist to a 1.0 FTE Accounting Technician. The County Administrative Office has been consulted regarding this reclassification request.

FINANCING:
The cost difference between the two positions for the remaining 4.5 months in FY 2025-26 is estimated at $968 and will be absorbed by the Sheriff's Office budget.

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
X Dynamic Organization and Employer of Choice

Prepared by: Julie Lavorato, Finance Manager II, Ext. 7253
Reviewed by: Jason Smith, Chief Deputy, Ext. 3801
Reviewed by: Keith Boyd, Undersheriff, Ext. 3859
Approved by: Tina M. Nieto, Sheriff-Coroner, Ext. 3750

Attachments:
Board Resolution
Attachment A

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

Resolution No.

Adopt a Resolution to:

a. Approve to amend the Sheriff's Office Fiscal Year 2025-26 Adopted Budget (001-2300-SHE001-8273), to reallocate one (1.0) FTE Custody and Control Specialist to one (1.0) FTE Accounting Technician as indicated in Attachment A (4/5th Vote Required); and
b. Authorize the Auditor-Controller to incorporate the approved changes in the Sheriff's Office FY 2025-26 Adopted Budget; and
c. Direct the Human Resources Department to implement the changes in the Advantage Human Resources Management (HRM) system.

WHEREAS the Sheriff's Office is requesting to reallocate one (1.0) FTE Custody and Control Specialist vacant position to one (1.0) FTE Accounting Technician to process payroll; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors in and for the County of Monterey as follows:

1. The Sheriff's Office Fiscal Year 2025-26 Adopted Budget (001-2300-SHE001-8273) is amended to reallocate one (1.0) FTE Custody and Control Specialist to one (1.0) FTE Accounting Technician as indicated below (4/5th Vote Required):

	Class Code	Position Title	Position Number	Position Increase/Decrease	Revised Total FTE
From	80I10	Custody and Control Specialist	0002	(1.0)	44.0
To	80J30	Accounting Technician	0004	1.0	4.0

2. The Auditor-Controller's Office is authorized to incorporate the approved changes in the Sheriff's Office FY 2025-26 Adopted Budget; and

3. The Human Resources Department is directed to implement the changes in the Advantage HRM system.

PASSED AND ADOPTED on this _____day of _____, 2026 by the following vote, to-wit:

AYES:
NOES:
ABSENT:

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

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

By: _____
, Deputy

ATTACHMENT A

Reallocate one position from Custody and Control Specialist to Accounting Technician
Sheriff's Office
Budget Unit 2300-8273-Fund 001

	Class Code	Position Title	Position Number	Position Increase/Decrease	Revised Total FTE
From	80I10	Custody and Control Specialist	0002	(1.0)	44.0
To	80J30	Accounting Technician	0004	1.0	4.0

Introduced: 12/10/2025

Current Status: General Government - Consent

Version: 1

Matter Type: BoS Resolution

Adopt a resolution continuing for an additional sixty (60) days, the Proclamation of Local Emergency in response to a structure fire and hazardous materials incident at the Moss Landing Lithium-Ion Battery Energy Storage System (BESS) Power Plant that started on January 16, 2025.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
Adopt a resolution continuing for an additional sixty (60) days, the Proclamation of Local Emergency in response to a structure fire and hazardous materials incident at the Moss Landing Lithium-Ion Battery Energy Storage System (BESS) Power Plant that started on January 16, 2025.

SUMMARY/DISCUSSION:
On January 16, 2025, shortly after 3:00 p.m. a fire began at the Vistra Energy ("Vistra") 300-MW Phase I battery energy storage facility located at the Moss Landing Power Plant. A Local Emergency was Proclaimed by the County Administrative Officer on January 17, 2025, and ratified by the Board of Supervisors on January 21, 2025. The Board further ratified the continuance of the proclamation on March 18, 2025, May 13, 2025, July 8, 2025, August 26, 2025, October 21, 2025, and December 9, 2025.

The Vistra operation is one of the largest lithium battery storage facilities in the world and the fire caused the lithium batteries to burn. Local fire officials could not extinguish the fire due to the extreme heat from the multiple lithium batteries burning, and as of January 17th the fire continued burning. Evacuation orders for the surrounding community were lifted on January 18, 2025. The evacuation orders were issued as a precaution due to the ongoing fire and concerns of exposure to hazardous materials. Air monitoring conducted by the United state Environmental Protection Agency began on January 17, 2025, within and outside the fence line of the facility indicated that particulate matter posed no risk to public health.

A state led Health Assessment Team comprised of local, state, and federal agencies began soil, dust, and water sampling on January 24, 2025. County, State, and Federal regulatory agencies have and continue to conduct environmental testing for levels of toxic metals, such as nickel, manganese, and cobalt, in the surrounding area. Data from sampling conducted by the Department of Toxic Substances Control (DTSC) indicates there are not elevated metals associated with the fire in soil. DTSC obtained soil samples directly north from the location of the fire and up to four miles away, including at residences, schools, and community parks.

On February 18, 2025, a previously burned section of the Vistra Battery Facility in Moss Landing re-ignited resulting in conflagration and smoke; Unified Command indicated the fire was under control on February 19, 2025.

On February 22, 2025, Vistra Energy, under the direction of local, state, and federal regulatory agencies has initiated a lengthy and arduous hazardous material and structural debris removal process.

A Local Emergency was Proclaimed by the County Administrative Officer on January 17, 2025, and ratified by the Board of Supervisors on January 21, 2025.

Pursuant to California Government Code Section 8630, subdivision (a), and Monterey County Code section 2.68.025 the County Administrative Officer may proclaim the existence of a local emergency when the County is affected by or threatened to be affected by a public calamity. The Government Code requires that an emergency proclamation be ratified by the Board of Supervisors within 7 days of its issuance and be reviewed at least once every (60) days until the emergency is terminated.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
Numerous County departments and other state and federal agencies have participated in the response to the emergency including the Department of Emergency Management, Sheriff's Office, County Administrative Office, Public Works, Facilities, and Parks, and Housing and Community Development.

FINANCING:
The Finance Section of the Emergency Operations Center (EOC) was activated on January 17, 2025, and demobilized on January 24, 2025; Staff continues to compile costs associated with response and recovery related to this emergency. The costs and the impacts to the County will continue to be evaluated and presented under separate financial reports and request for funding augmentations to the Board by the EOC Finance Section. The County received reimbursement for response costs from January 16- April 15, 2025, from Vistra on August 11, 2025, in the amount of $470,537.66.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This report and resolution are in alignment with the Board of Supervisors Strategic Plan Goals regarding Safe and Resilient Communities. The Monterey County Corde of Ordinances, Title 2 - Administration, Chapter 2.68- Emergency Procedures and Organization, Section 2.68.060 - Power and duties of the Director of Emergency Management includes the authority to Recommend the County Administrative Officer, or the Chair of the Board of Supervisors in the absence of the County Administrative Officer, proclaim the existence or threatened existence of a "local emergency".

____ Well-Being and Quality of Life
____ 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: Maria Trujillo, Administrative Secretary, x1905
Approved by: Kelsey Scanlon, Director of Emergency Management, x1902
Approved by: Michael Beaton, Assistant County Administrative Officer, x3835

Attachments:
Attachment A: Draft Resolution

County of Monterey

Board Report

Item No.

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

Legistar File Number: RES 25-183

February 03, 2026

Introduced: 12/10/2025
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Resolution

Adopt a resolution continuing for an additional sixty (60) days, the Proclamation of Local Emergency in response to a structure fire and hazardous materials incident at the Moss Landing Lithium-Ion Battery Energy Storage System (BESS) Power Plant that started on January 16, 2025.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
Adopt a resolution continuing for an additional sixty (60) days, the Proclamation of Local Emergency in response to a structure fire and hazardous materials incident at the Moss Landing Lithium-Ion Battery Energy Storage System (BESS) Power Plant that started on January 16, 2025.

SUMMARY/DISCUSSION:
On January 16, 2025, shortly after 3:00 p.m. a fire began at the Vistra Energy ("Vistra") 300-MW Phase I battery energy storage facility located at the Moss Landing Power Plant. A Local Emergency was Proclaimed by the County Administrative Officer on January 17, 2025, and ratified by the Board of Supervisors on January 21, 2025. The Board further ratified the continuance of the proclamation on March 18, 2025, May 13, 2025, July 8, 2025, August 26, 2025, October 21, 2025, and December 9, 2025.

The Vistra operation is one of the largest lithium battery storage facilities in the world and the fire caused the lithium batteries to burn. Local fire officials could not extinguish the fire due to the extreme heat from the multiple lithium batteries burning, and as of January 17th the fire continued burning. Evacuation orders for the surrounding community were lifted on January 18, 2025. The evacuation orders were issued as a precaution due to the ongoing fire and concerns of exposure to hazardous materials. Air monitoring conducted by the United state Environmental Protection Agency began on January 17, 2025, within and outside the fence line of the facility indicated that particulate matter posed no risk to public health.

A state led Health Assessment Team comprised of local, state, and federal agencies began soil, dust, and water sampling on January 24, 2025. County, State, and Federal regulatory agencies have and continue to conduct environmental testing for levels of toxic metals, such as nickel, manganese, and cobalt, in the surrounding area. Data from sampling conducted by the Department of Toxic Substances Control (DTSC) indicates there are not elevated metals associated with the fire in soil. DTSC obtained soil samples directly north from the location of the fire and up to four miles away, including at residences, schools, and community parks.

On February 18, 2025, a previously burned section of the Vistra Battery Facility in Moss Landing re-ignited resulting in conflagration and smoke; Unified Command indicated the fire was under control on February 19, 2025.

On February 22, 2025, Vistra Energy, under the direction of local, state, and federal regulatory agencies has initiated a lengthy and arduous hazardous material and structural debris removal process.

A Local Emergency was Proclaimed by the County Administrative Officer on January 17, 2025, and ratified by the Board of Supervisors on January 21, 2025.

Pursuant to California Government Code Section 8630, subdivision (a), and Monterey County Code section 2.68.025 the County Administrative Officer may proclaim the existence of a local emergency when the County is affected by or threatened to be affected by a public calamity. The Government Code requires that an emergency proclamation be ratified by the Board of Supervisors within 7 days of its issuance and be reviewed at least once every (60) days until the emergency is terminated.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
Numerous County departments and other state and federal agencies have participated in the response to the emergency including the Department of Emergency Management, Sheriff's Office, County Administrative Office, Public Works, Facilities, and Parks, and Housing and Community Development.

FINANCING:
The Finance Section of the Emergency Operations Center (EOC) was activated on January 17, 2025, and demobilized on January 24, 2025; Staff continues to compile costs associated with response and recovery related to this emergency. The costs and the impacts to the County will continue to be evaluated and presented under separate financial reports and request for funding augmentations to the Board by the EOC Finance Section. The County received reimbursement for response costs from January 16- April 15, 2025, from Vistra on August 11, 2025, in the amount of $470,537.66.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This report and resolution are in alignment with the Board of Supervisors Strategic Plan Goals regarding Safe and Resilient Communities. The Monterey County Corde of Ordinances, Title 2 - Administration, Chapter 2.68- Emergency Procedures and Organization, Section 2.68.060 - Power and duties of the Director of Emergency Management includes the authority to Recommend the County Administrative Officer, or the Chair of the Board of Supervisors in the absence of the County Administrative Officer, proclaim the existence or threatened existence of a "local emergency".

____ Well-Being and Quality of Life
____ 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: Maria Trujillo, Administrative Secretary, x1905
Approved by: Kelsey Scanlon, Director of Emergency Management, x1902
Approved by: Michael Beaton, Assistant County Administrative Officer, x3835

Attachments:
Attachment A: Draft Resolution

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

Resolution No.

Continuing the Proclamation of a Local Emergency issued by the Chief County Administrative Officer on January 17, 2025.

WHEREAS, conditions of extreme peril warranted and necessitated a Proclamation of the Existence of a Local Emergency issued by the County Administrative Officer on January 17, 2025;and

WHEREAS, the Board of Supervisors ratified the proclamation on January 21, 2025; and

WHEREAS, the Board Of Supervisors further ratified the proclamation on March 18, 2025; and

WHEREAS, the Board of Supervisors further ratified the proclamation on May 13, 2025; and

WHEREAS, the Board of Supervisors further ratified the proclamation on July 8, 2025; and

WHEREAS, the Board of Supervisor further ratified the proclamation on September 26, 2025; and

WHEREAS, the Board of Supervisor further ratified the proclamation on October 21, 2025; and

WHEREAS, the Board of Supervisor further ratified the proclamation on December 9, 2025; and

WHEREAS, the California Emergency Services Act (Government Code section 8630, *et seq*.) establishes procedures for proclaiming emergencies and for responding promptly to the needs that arise during emergencies; and,

WHEREAS, Section 2.68.025 of the Monterey County Code and Section 8630 of the Government Code empower the County Administrative Officer, or designee, to proclaim the existence of a local emergency when the County of Monterey ("County") is affected by or likely to be affected by a public calamity, if the Board of Supervisors is not in session; and,

WHEREAS, pursuant to Government Code section 8630(b), once a local emergency is declared, it will remain in effect for a period of no more than seven (7) days, unless ratified by the Board of Supervisors; and,

WHEREAS, pursuant to Government Code section 8630(c), the Board of Supervisors shall review the need for continuing the local emergency at least once every

sixty (60) days until the Board of Supervisors terminates the local emergency; and,

WHEREAS, the governing body shall proclaim the termination of the local emergency at the earliest possible date that conditions warrant; and,

WHEREAS, pursuant to Government Code section 8685, *et seq*., in order to obtain monies from both state and federal agencies, the local government must declare a local emergency; and,

WHEREAS, conditions of a local emergency can be better controlled if the local government has specific powers granted through the proclamation of a local emergency; and,

WHEREAS, section 2.68.025 of the Monterey County Code and section 8630 of the Government Code empower the County Administrative Officer, or the Board of Supervisors if the Board of Supervisors is in session, to proclaim the existence of a Government Code section 8558, subdivision (c), local emergency when the County is affected by or likely to be affected by a public calamity; and,

WHEREAS, on January 16, 2025, an emergency proclamation was made by the County Administrative Officer; and,

WHEREAS, the Board of Supervisors ratified the proclamation on January 21, 2025;

WHEREAS, shortly after 3:00 p.m. on January 16, 2025, a fire began at the Vistra Energy ("Vistra") 300-MW Phase I battery energy storage facility located at the Moss Landing Power Plant; and,

WHEREAS, the Vistra operation is one of the largest lithium battery storage facilities in the world and the fire caused the lithium batteries to burn; and,

WHEREAS, local fire officials could not extinguish the fire due to the extreme heat from the multiple lithium batteries burning; and,

WHEREAS, in response to the fire, on January 16th, the Monterey County Sheriff evacuated approximately 1,200 individuals in the area; and,

WHEREAS, also on January 16th, both northbound and southbound lanes of California State Route 1 ("Highway 1") were closed at Salinas Road and other local area roads were closed and these road closures have impacted local residents, businesses, and the traveling public; and,

WHEREAS, also on January 16th due to potential hazardous fumes from the fire, County health officials advised residents to stay indoors, keep windows and doors closed, limit outdoor exposure, and turn off ventilation systems; and,

WHEREAS, the County of Santa Cruz Public Health officials also asked residents to stay indoors, close windows and doors, limit outdoor exposure, and turn off ventilation systems overnight on January 16th. As of January 17th, Santa Cruz County residents are told there is no imminent threat and can resume normal activities; and,

WHEREAS, on January 17th, North Monterey County Unified School District closed all of its schools and district offices, and Hartnell College closed its Castroville Education

Center; and,

WHEREAS, the cause of the fire has not yet been determined, but an investigation will begin once the fire is extinguished; and,

WHEREAS, on February 18, 2025, a previously burned section of the Vistra Battery Facility in Moss Landing re-ignited resulting in conflagration and smoke; Unified Command indicated the fire was under control on February 19, 2025; and,

WHEREAS, on February 22, 2025, Vistra Energy, under the direction of local, state, and federal regulatory agencies has initiated a lengthy and arduous hazardous material and structural debris removal process; and,

WHEREAS, the aforesaid conditions of extreme peril warrant and necessitate the ratification of the Proclamation of the Existence of a Local Emergency issued by the County Administrative Officer or designee on January 17, 2025, and immediate action is necessary to mitigate public calamity, and to protect life and property as affected by such emergency.

NOW THEREFORE, BE IT RESOLVED, by the Board of Supervisors in and for the County of Monterey as follows:

1. Pursuant to Government Code section 8630, subdivision (c), the continuance of the Proclamation of a Local Emergency issued by the County Administrative Officer on January 17, 2025, and ratified by the Board of Supervisors on January 21, 2025, shall continue for another sixty (60) days.
2. During the existence of said local emergency the powers, functions, and duties of the County Administrative Officer and the emergency organization of the County of Monterey shall be those prescribed by state law and the ordinances, resolutions, and approved plans of the County in order to mitigate the effects of said local emergency.

3. During the existence of said local emergency the powers, functions, and duties of the County Administrative Officer, or designee, the Public Works, Facilities, and Parks Department (PWF&P), the Department of Housing and Community Development, and the Department of Emergency Management shall be those prescribed by state law and the ordinances, resolutions, and approved plans of the County in order to mitigate the effects of the local emergency.

4. Pursuant to Public Contract Code sections 20134, 22050, and 20395, the PWF&P Director, or designee, is hereby authorized to engage independent contractors to complete all necessary work to mitigate the effects of said local emergency. Contracts for this work may be executed without prior Board of Supervisors of the County of Monterey approval of the plans, specifications, and working details, without giving notice for bids to let contracts.

5. The County Administrative Officer, or designee, is hereby designated as the authorized representative for public and individual assistance of the County of Monterey for the purpose of receipt, processing, and coordination of all inquiries and requirements necessary to obtain available state and federal assistance.

PASSED AND ADOPTED on this 02nd day of February 2026, upon motion of Supervisor _____, seconded by Supervisor _____, by the following vote, to-wit:

AYES:
NOES:
ABSENT:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original resolution 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: 1/15/2026

Current Status: General Government - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Agricultural Commissioner to sign a Memorandum of Understanding (MOU) with Monterey County Agricultural Education, Inc. (MCAE), not to exceed $75,000 to provide support of agricultural education efforts in Monterey County, and;
b. Authorize the Auditor-Controller to make payments in accordance with the terms of the MOU.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve and authorize the Agricultural Commissioner to sign a Memorandum of Understanding (MOU) with Monterey County Agricultural Education, Inc. (MCAE), not to exceed $75,000 to provide support of agricultural education efforts in Monterey County, and;
b. Authorize the Auditor-Controller to make payments in accordance with the terms of the MOU.

SUMMARY/DISCUSSION:
Since FY 2009-10 the County Board of Supervisors has directed the Agricultural Commissioner's Office to provide support of agricultural education efforts in Monterey County. The intent was to collaborate for mutual benefit with respect to agricultural education programs and activities, more specifically programs and activities directly related to pest management and control, quarantine and invasive species activities, pesticide use and enforcement, fruit and vegetable standardization, and crop statistics.

MCAE is a nonprofit organization that provides educational programs to teachers, administrators, and students throughout Monterey County. MCAE programs include: The Farm Day Experience, Careers in Agriculture, Teacher Workshops, and Education and Agriculture Together (EAT). Under its MOU, MCAE collaborates with the Agricultural Commissioner's Office to develop and deliver three (3) Farm Day Experience programs (Salinas, Monterey, and King City) and other events.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
MCAE supports this action.

FINANCING:
The funds are contained in the Agricultural Commissioner's Budget for FY 2025-2026. There are no changes to appropriations. Ongoing funding is subject to availability as determined through the County's annual Adopted Budget review and approval process.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
MCAE is a nonprofit organization that provides educational programs. Agricultural education programs support the economic vitality of the industry by educating children and the public about how their food is produced and about careers in agriculture.

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

Prepared by: Henry Esler, Finance Manager, x7381
Approved by: Juan Hidalgo, Agricultural Commissioner/Sealer of Weights & Measures x7302

Attachments:
Board Report
MCAE MOU

Introduced: 1/15/2026

Current Status: General Government - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Agricultural Commissioner to sign a Memorandum of Understanding (MOU) with Monterey County Agricultural Education, Inc. (MCAE), not to exceed $75,000 to provide support of agricultural education efforts in Monterey County, and;
b. Authorize the Auditor-Controller to make payments in accordance with the terms of the MOU.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve and authorize the Agricultural Commissioner to sign a Memorandum of Understanding (MOU) with Monterey County Agricultural Education, Inc. (MCAE), not to exceed $75,000 to provide support of agricultural education efforts in Monterey County, and;
b. Authorize the Auditor-Controller to make payments in accordance with the terms of the MOU.

SUMMARY/DISCUSSION:
Since FY 2009-10 the County Board of Supervisors has directed the Agricultural Commissioner's Office to provide support of agricultural education efforts in Monterey County. The intent was to collaborate for mutual benefit with respect to agricultural education programs and activities, more specifically programs and activities directly related to pest management and control, quarantine and invasive species activities, pesticide use and enforcement, fruit and vegetable standardization, and crop statistics.

MCAE is a nonprofit organization that provides educational programs to teachers, administrators, and students throughout Monterey County. MCAE programs include: The Farm Day Experience, Careers in Agriculture, Teacher Workshops, and Education and Agriculture Together (EAT). Under its MOU, MCAE collaborates with the Agricultural Commissioner's Office to develop and deliver three (3) Farm Day Experience programs (Salinas, Monterey, and King City) and other events.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
MCAE supports this action.

FINANCING:
The funds are contained in the Agricultural Commissioner's Budget for FY 2025-2026. There are no changes to appropriations. Ongoing funding is subject to availability as determined through the County's annual Adopted Budget review and approval process.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
MCAE is a nonprofit organization that provides educational programs. Agricultural education programs support the economic vitality of the industry by educating children and the public about how their food is produced and about careers in agriculture.

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

Prepared by: Henry Esler, Finance Manager, x7381
Approved by: Juan Hidalgo, Agricultural Commissioner/Sealer of Weights & Measures x7302

Attachments:
Board Report
MCAE MOU

Docusign Envelope ID: D0FA3AD6-D30B-46A3-A262-30C7A951E4D3

Memorandum of Understanding (MOU) Between
The County of Monterey Agricultural Commissioner's Office and
Monterey County Agricultural Education, Inc.

Agricultural Education Program Development & Implementation

This Memorandum of Understanding (MOU) between the County of Monterey, through the Agricultural Commissioner (hereafter, "County" or "CAC") and Monterey County Agricultural Education, Inc., (MCAE) (collectively, "the parties") sets forth the roles and responsibilities of each party regarding County funding for certain Agricultural Education Programs including the Farm Day Experience program.

Recitals
Whereas, as part of the Budget process each year since FY 2009-10, the Board of Supervisors of the County of Monterey has directed the Agricultural Commissioner to provide support of agricultural education efforts; and

Whereas the parties understand and agree that said support from County, through the Agricultural Commissioner, to MCAE shall be dependent on funding and approval by the Board of Supervisors as outlined through the County's Budget review and approval process; and

Whereas, the Agricultural Commissioner has funding currently available in its FY 2025-26 budget approved by the Board of Supervisors sufficient to make the payments set forth in this MOU for FY 2025-26.

Now, therefore, the parties agree as follows:

Purpose
The purpose of this MOU is to provide funding to MCAE for certain educational programs conducted or commenced by MCAE in FY 2025-26 to establish an understanding between the County, through the CAC, and the MCAE regarding the roles and responsibilities of said parties in relation to funding provided by the County, through the CAC office, for MCAE's educational programs.

The Agricultural Commissioner shall provide funding to MCAE in an amount not to exceed $75,000. Funding from the CAC will be directed by MCAE towards educational programs, including three (3) Farm Day Experience programs, and more specifically to activities directly related to:

- Pest Management and Control
- Pesticide Use and Enforcement
- Crop Statistics
- Quarantine and Invasive Species
- Fruit and Vegetable Standardization

Roles
MCAE shall provide teacher training for Farm Day Experience programs.

MCAE shall include the CAC logo in print material.

Other Provisions
Any future funding for this MOU is subject to funding availability as determined through the County's annual Budget review and approval process. Funds will be dispersed upon approval of the Board of Supervisors.

The County shall hold harmless and indemnify the MCAE for any claims, actions or proceedings arising out of the negligence or intentional misconduct of its officers, employees, or agents in the performance of its duties pursuant to this MOU. The MCAE shall hold harmless and indemnify the County for any claims, actions or

proceedings arising out of the negligence or intentional misconduct of its officers, employees, or agents in the performance of its duties pursuant to this MOU.

Pursuant to California Government Code Section 8546.7 (Examination and audit of contracts involving expenditure of public funds), the parties to this MOU understand and agree that this MOU involves the expenditure of public funds in excess of ten thousand dollars ($10,000); and therefore, the parties shall be subject to examination and audit by the California State Auditor at the request of the County, or as part of any audit of the County by the State Auditor, for a period of three (3) years after final payment under this MOU and any amendments thereto.

Any action to modify or amend this MOU shall be done in writing. The party requesting the modification or amendment shall give the other party ninety (90) days written notice of any such proposed action which shall be subject to the mutual agreement of the parties to this MOU. Any modification or amendment to this MOU shall be in writing and shall be executed by and between the parties.

Either party may terminate this MOU by providing ninety (90) days written notice to the other party.

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.

This MOU shall become effective upon the last date opposite the respective signatures below and shall continue in effect until June 30, 2026, or until this MOU is modified or terminated by the parties.

County of Monterey

By: Signed by: 3A661F4610454E8...
Juan Hidalgo
Agricultural Commissioner

Date: 1/21/2026 | 7:24 AM PST

Approved as to form and legality
Susan K. Blitch, County Counsel

By: Signed by: Mary Grace Perry 76A18B9BA72D498...
Mary Grace Perry
Deputy County Counsel

Date: 1/16/2026 | 2:49 PM PST

Approved as to fiscal provisions
Rupa Shah, Auditor-Controller

By: DocuSigned by: Patricia Ruiz E79EF64E57454F6...

Date: 1/20/2026 | 7:36 AM PST

Monterey County Agricultural Education, Inc.

By: Signed by: Lisa Branco C578E85B6DF746C...
Lisa Branco
President

Date: 1/16/2026 | 1:38 PM PST

By: Signed by: Jake Odello E980C8C5FB9E486...
Jake Odello
Vice President

Date: 1/16/2026 | 2:16 PM PST

By: Signed by: Kerri Costa 3CEDA38CB315AA...
Kerri Costa
Treasurer

Date: 1/16/2026 | 2:44 PM PST

Introduced: 1/15/2026

Current Status: General Government - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Agricultural Commissioner to sign a Memorandum of Understanding (MOU) with the Monterey County 4-H Council (MC4H) not to exceed $25,000 to provide support of agricultural education efforts in Monterey County, and;
b. Authorize the Auditor-Controller to make payments in accordance with the terms of the MOU.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve and authorize the Agricultural Commissioner to sign a Memorandum of Understanding (MOU) with the Monterey County 4-H Council (MC4H) not to exceed $25,000 to provide support of agricultural education efforts in Monterey County, and;
b. Authorize the Auditor-Controller to make payments in accordance with the terms of the MOU.

SUMMARY/DISCUSSION:

Since FY 2009-10 the County Board of Supervisors has directed the Agricultural Commissioner's Office to provide support of agricultural education efforts in Monterey County. The intent is to collaborate for mutual benefit with respect to agricultural education programs and activities, more specifically programs and activities directly related to pest management and control, quarantine and invasive species activities, pesticide use and enforcement, fruit and vegetable standardization, and crop statistics.

MC4H is a nonprofit organization providing agricultural educational programs. MC4H delivers education to our next generation of farmers, ranchers, and scientists. MC4H programs promote leadership, responsibility, and life skills through agriculture to our youth.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:

MC4H supports this action.

FINANCING:

The funds are contained in the Agricultural Commissioner's Budget for FY 2025-2026. There are no changes to appropriations. Ongoing funding is subject to availability as determined through the County's annual Adopted Budget review and approval process.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:

MC4H is a nonprofit organization that provides educational programs. Agricultural education programs support the economic vitality of the industry by educating children and the public about how their food is produced and about careers in agriculture.

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

Prepared by: Henry Esler, Finance Manager, x7381
Approved by: Juan Hidalgo, Agricultural Commissioner/Sealer of Weights & Measures, x7302

Attachments:
Board Report
MC 4H MOU 2026

Introduced: 1/15/2026

Current Status: General Government - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Agricultural Commissioner to sign a Memorandum of Understanding (MOU) with the Monterey County 4-H Council (MC4H) not to exceed $25,000 to provide support of agricultural education efforts in Monterey County, and;
b. Authorize the Auditor-Controller to make payments in accordance with the terms of the MOU.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve and authorize the Agricultural Commissioner to sign a Memorandum of Understanding (MOU) with the Monterey County 4-H Council (MC4H) not to exceed $25,000 to provide support of agricultural education efforts in Monterey County, and;
b. Authorize the Auditor-Controller to make payments in accordance with the terms of the MOU.

SUMMARY/DISCUSSION:

Since FY 2009-10 the County Board of Supervisors has directed the Agricultural Commissioner's Office to provide support of agricultural education efforts in Monterey County. The intent is to collaborate for mutual benefit with respect to agricultural education programs and activities, more specifically programs and activities directly related to pest management and control, quarantine and invasive species activities, pesticide use and enforcement, fruit and vegetable standardization, and crop statistics.

MC4H is a nonprofit organization providing agricultural educational programs. MC4H delivers education to our next generation of farmers, ranchers, and scientists. MC4H programs promote leadership, responsibility, and life skills through agriculture to our youth.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:

MC4H supports this action.

FINANCING:

The funds are contained in the Agricultural Commissioner's Budget for FY 2025-2026. There are no changes to appropriations. Ongoing funding is subject to availability as determined through the County's annual Adopted Budget review and approval process.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:

MC4H is a nonprofit organization that provides educational programs. Agricultural education programs support the economic vitality of the industry by educating children and the public about how their food is produced and about careers in agriculture.

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

Prepared by: Henry Esler, Finance Manager, x7381
Approved by: Juan Hidalgo, Agricultural Commissioner/Sealer of Weights & Measures, x7302

Attachments:
Board Report
MC 4H MOU 2026

Docusign Envelope ID: E04F8E02-FE02-498A-9B6D-BFC6D3AC297B

Memorandum of Understanding Between the County of Monterey Agricultural Commissioner's Office and the Monterey County 4-H Council

This Memorandum of Understanding (MOU) between the County of Monterey, through the County of Monterey Agricultural Commissioner's Office (hereafter, "County" or "CAC") and the Monterey County 4-H Council (MC4H) (collectively "the parties") sets forth the roles and responsibilities of each party regarding County funding (not to exceed $25,000) in FY 2025-2026 to the Monterey County 4-H Council Program for the purpose of educating our next generation of farmers and ranchers, developing citizenship, leadership, responsibility and life skills in local youth.

Recitals

Whereas, the parties understand and agree that said support from the County through the Agricultural Commissioner to MC4H shall be dependent on approval by the Board of Supervisors; and;

Whereas, the Agricultural Commissioner has funding currently available in its FY 2025-26 budget approved by the Board of Supervisors sufficient to provide financial support to MC4H as set forth in this MOU for FY 2025-2026;

Now, therefore, the parties agree as follows:

Purpose

The purpose of this MOU is to provide funding, upon approval of the Board of Supervisors, to MC4H for the operating expenses of the programs and projects within the scope of the MC4H Program. The MC4H Program services 800 youth and 300 adults within Monterey County with outreach and partnerships with many local businesses and the agricultural community at large. There are fourteen 4H clubs in the County covering almost all geographic areas.

This MOU is to provide funding to MC4H for the Monterey County 4-H Council Program and to establish an understanding between the County through the CAC and the MC4H regarding the roles and responsibilities of said parties.

Roles

MC4H shall include the CAC logo in print material.

Other Provisions

Any future funding to this MOU is subject to funding availability as determined through the County's annual Budget review and approval process. Funds will be dispersed upon Board of Supervisors approval of this MOU.

Docusign Envelope ID: E04F8E02-FE02-498A-9B6D-BFC6D3AC297B

MC4H shall hold harmless and indemnify the County for any claims, actions or proceedings arising out of the negligence or intentional misconduct of its officers, employees, or agents in the performance of its duties pursuant to this MOU.

Any action to modify or amend this MOU shall be done in writing. The party requesting the modification or amendment shall give the other party ninety (90) days written notice of any such proposed action which shall be subject to the mutual agreement of the parties to this MOU. Any modification or amendment to this MOU shall be in writing and shall be executed by and between the parties.

Either party may terminate this MOU by providing ninety (90) days written notice to the other party.

The individuals executing this MOU on behalf of the parties represent and warrant that he or she has the requisite authority to enter this MOU on behalf of said party.

The MOU shall become effective upon the last date opposite the respective signatures below and shall continue in effect through and including June 30, 2026.

County of Monterey

Signed by:
By: 3A661F46104B4E8...
Juan Hidalgo
Agricultural Commissioner

Date: 1/21/2026 | 7:28 AM PST

Approved as to form
Susan K. Blitch, County Counsel

Signed by:
By: 76A18B9BA72D498...
Mary Grace Perry
Deputy County Counsel

Date: 1/16/2026 | 2:33 PM PST

Approved as to fiscal provisions
Rupa Shah, Auditor-Controller

DocuSigned by:
By: E79EF64E57454F6...
Patricia Ruiz

Date: 1/20/2026 | 7:35 AM PST

Monterey County 4-H Council

DocuSigned by:
By: 5D7FD343AC334BE...
Kelly Violini
President, Monterey County 4-H Council

Date: 1/16/2026 | 10:51 AM PST

DocuSigned by:
By: 49C21F2FE47E444...
Courtney Boyles
Courtney Boyles,
Finance Director, Monterey County 4-H Council

Date: 1/16/2026 | 2:19 PM PST

Introduced: 1/15/2026

Current Status: General Government - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Agricultural Commissioner to sign a Memorandum of Understanding (MOU) with the Monterey County Fair, through the 7th District Agricultural Association to provide support of agricultural education efforts in Monterey County not to exceed $25,000 and;
b. Authorize the Auditor-Controller to make payments in accordance with the terms of the MOU.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve and authorize the Agricultural Commissioner to sign a Memorandum of Understanding (MOU) with the Monterey County Fair, through the 7th District Agricultural Association to provide support of agricultural education efforts in Monterey County not to exceed $25,000 and;
b. Authorize the Auditor-Controller to make payments in accordance with the terms of the MOU.

SUMMARY/DISCUSSION:

Since FY 2009-10 the County Board of Supervisors has directed the Agricultural Commissioner's Office to provide support of agricultural education efforts in Monterey County. The intent was to collaborate for mutual benefit with respect to agricultural education programs and activities, more specifically programs and activities directly related to pest management and control, quarantine and invasive species activities, pesticide use and enforcement, fruit and vegetable standardization, and crop statistics.

The Monterey County Fair is a nonprofit organization that provides educational programs. This request aligns with Monterey County's strategic initiative to support programs and services that promote healthy choices in collaboration with communities.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:

The Monterey County Fair supports this action.

FINANCING:

The funds are contained in the Agricultural Commissioner's Budget for FY 2025-2026. There are no changes to appropriations. Ongoing funding is subject to availability as determined through the County's annual Adopted Budget review and approval process.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:

The MCF is a nonprofit organization that provides educational programs. Agricultural education programs support the economic vitality of the industry by educating children and the public about how their food is produced and about careers in agriculture.

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

Prepared by: Henry Esler, Finance Manager x7381
Approved by: Juan Hidalgo, Agricultural Commissioner/Sealer of Weights & Measures x7302

Attachments:
Board Report
Monterey County Fair MOU

Introduced: 1/15/2026

Current Status: General Government - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Agricultural Commissioner to sign a Memorandum of Understanding (MOU) with the Monterey County Fair, through the 7th District Agricultural Association to provide support of agricultural education efforts in Monterey County not to exceed $25,000 and;
b. Authorize the Auditor-Controller to make payments in accordance with the terms of the MOU.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve and authorize the Agricultural Commissioner to sign a Memorandum of Understanding (MOU) with the Monterey County Fair, through the 7th District Agricultural Association to provide support of agricultural education efforts in Monterey County not to exceed $25,000 and;
b. Authorize the Auditor-Controller to make payments in accordance with the terms of the MOU.

SUMMARY/DISCUSSION:

Since FY 2009-10 the County Board of Supervisors has directed the Agricultural Commissioner's Office to provide support of agricultural education efforts in Monterey County. The intent was to collaborate for mutual benefit with respect to agricultural education programs and activities, more specifically programs and activities directly related to pest management and control, quarantine and invasive species activities, pesticide use and enforcement, fruit and vegetable standardization, and crop statistics.

The Monterey County Fair is a nonprofit organization that provides educational programs. This request aligns with Monterey County's strategic initiative to support programs and services that promote healthy choices in collaboration with communities.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:

The Monterey County Fair supports this action.

FINANCING:

The funds are contained in the Agricultural Commissioner's Budget for FY 2025-2026. There are no changes to appropriations. Ongoing funding is subject to availability as determined through the County's annual Adopted Budget review and approval process.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:

The MCF is a nonprofit organization that provides educational programs. Agricultural education programs support the economic vitality of the industry by educating children and the public about how their food is produced and about careers in agriculture.

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

Prepared by: Henry Esler, Finance Manager x7381
Approved by: Juan Hidalgo, Agricultural Commissioner/Sealer of Weights & Measures x7302

Attachments:
Board Report
Monterey County Fair MOU

Docusign Envelope ID: C704FA73-6A65-490B-BE17-4C5F1360AF70

Memorandum of Understanding Between the County of Monterey Agricultural Commissioner's Office and the Monterey County Fair

This Memorandum of Understanding (MOU) between the County of Monterey, through the Agricultural Commissioner's Office (hereafter, "County" or "CAC") and the Monterey County Fair, through the 7th District Agricultural Association ("MCF") (collectively "the parties") sets forth the roles and responsibilities of each party regarding County funding (not to exceed $25,000) of the 2026 Monterey County Fair Agriculture Building for the purpose of agriculture education.

Recitals
Whereas, as part of the Budget process each year since FY 2009-2010, the County Board of Supervisors has directed the Agricultural Commissioner to provide support of agricultural education efforts; and;

Whereas, the parties understand and agree that said support from County, through the Agricultural Commissioner to MCF shall be dependent on funding and approval by the Board of Supervisors; and;

Whereas, the Agricultural Commissioner has funding currently available in its FY 2025-26 budget approved by the Board of Supervisors sufficient to make the payment set forth in this MOU for FY 2025-2026;

Now, therefore, the parties agree as follows:

Purpose
The purpose of this MOU is to provide funding on or before June 30, 2026, to MCF for the setup, upkeep and monitoring of the Monterey County Fair Agriculture Building, the Ag Country Store, and a school tour day. The Fair is scheduled to take place from August 28, 2026 through September 01, 2026.

This MOU is to provide funding to MCF for the Agricultural Building and to establish an understanding between the County through the CAC and the MCF regarding the roles and responsibilities of said parties.

Roles
MCF shall provide an agricultural display and virtual exhibits during the Fair from August 28, 2026 through September 01, 2026.

MCF shall include the CAC's logo in print material.

Other Provisions
Any future funding to this MOU is subject to funding availability as determined through the County's annual Budget review and approval process. Funds will be dispersed upon

Docusign Envelope ID: C704FA73-6A65-490B-BE17-4C5F1360AF70

approval of the Board of Supervisors.

The County shall hold harmless and indemnify MCF for any claims, actions or proceedings arising out of the negligence or intentional misconduct of its officers, employees, or agents in the performance of its duties pursuant to this MOU. MCF shall hold harmless and indemnify the County for any claims, actions or proceedings arising out of the negligence or intentional misconduct of its officers, employees, or agents in the performance of its duties pursuant to this MOU.

Any action to modify or amend this MOU shall be done in writing. The party requesting the modification or amendment shall give the other party ninety (90) days written notice of any such proposed action which shall be subject to the mutual agreement of the parties to this MOU. Any modification or amendment to this MOU shall be in writing and shall be executed by and between the parties.

Either party may terminate this MOU by providing ninety (90) days written notice to the other party.

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.

This MOU shall become effective upon the last date opposite the respective signatures below and shall continue in effect through and including June 30, 2026, or until this MOU is modified or terminated by the parties.

County of Monterey

By: Signed by: 3A661F46104B4E8...
Juan Hidalgo, Agricultural Commissioner

Date: 1/21/2026 | 7:30 AM PST

Approved as to form and legality
Susan K. Blitch, County Counsel

By: Signed by: Mary Grace Perry 76A18B9BA72D498...
Mary Grace Perry, Deputy County Counsel

Date: 1/16/2026 | 10:54 AM PST

Approved as to fiscal provisions
Rupa Shah, Auditor-Controller

By: DocuSigned by: Patricia Ruiz E79EP04E37434P6...
Date: 1/20/2026 | 7:31 AM PST

7th District Ag Association
Monterey County Fair

By: DocuSigned by: KELLY VIOLINI 5D7F0343AC334BE...
Kelly Violini
CEO, Monterey County Fair

Date: 1/16/2026 | 10:48 AM PST

Introduced: 1/15/2026

Current Status: General Government - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Agricultural Commissioner to sign a Memorandum of Understanding (MOU) with Salinas Valley Fair, ("SVF"), not to exceed $25,000 to provide support of agricultural education efforts in Monterey County, and;
b. Authorize the Auditor-Controller to make payments in accordance with the terms of the MOU.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve and authorize the Agricultural Commissioner to sign a Memorandum of Understanding (MOU) with Salinas Valley Fair, ("SVF"), not to exceed $25,000 to provide support of agricultural education efforts in Monterey County, and;
b. Authorize the Auditor-Controller to make payments in accordance with the terms of the MOU.

SUMMARY/DISCUSSION:

Since FY 2009-10 the County Board of Supervisors has directed the Agricultural Commissioner's Office to provide support of agricultural education efforts in Monterey County. The intent was to collaborate for mutual benefit with respect to agricultural education programs and activities, more specifically programs and activities directly related to pest management and control, quarantine and invasive species activities, pesticide use and enforcement, fruit and vegetable standardization, and crop statistics.

The Salinas Valley Fair is a nonprofit organization that provides educational programs. This request aligns with Monterey County's strategic initiative to support programs and services that promote healthy choices in collaboration with communities.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:

SVF supports this action.

FINANCING:

The funds are contained in the Agricultural Commissioner's Budget for FY 2025-2026. There are no changes to appropriations. Ongoing funding is subject to availability as determined through the County's annual Adopted Budget review and approval process.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:

SVF is a nonprofit organization that provides educational programs. Agricultural education programs support the economic vitality of the industry by educating children and the public about how their food is produced and about careers in agriculture.

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

Prepared by: Henry Esler, Finance Manager, x7381
Approved by: Juan Hidalgo, Agricultural Commissioner/Sealer of Weights & Measures, x7302

Attachments:
Board Report
SVF Fair MOU 2026

Introduced: 1/15/2026

Current Status: General Government - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Agricultural Commissioner to sign a Memorandum of Understanding (MOU) with Salinas Valley Fair, ("SVF"), not to exceed $25,000 to provide support of agricultural education efforts in Monterey County, and;
b. Authorize the Auditor-Controller to make payments in accordance with the terms of the MOU.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve and authorize the Agricultural Commissioner to sign a Memorandum of Understanding (MOU) with Salinas Valley Fair, ("SVF"), not to exceed $25,000 to provide support of agricultural education efforts in Monterey County, and;
b. Authorize the Auditor-Controller to make payments in accordance with the terms of the MOU.

SUMMARY/DISCUSSION:

Since FY 2009-10 the County Board of Supervisors has directed the Agricultural Commissioner's Office to provide support of agricultural education efforts in Monterey County. The intent was to collaborate for mutual benefit with respect to agricultural education programs and activities, more specifically programs and activities directly related to pest management and control, quarantine and invasive species activities, pesticide use and enforcement, fruit and vegetable standardization, and crop statistics.

The Salinas Valley Fair is a nonprofit organization that provides educational programs. This request aligns with Monterey County's strategic initiative to support programs and services that promote healthy choices in collaboration with communities.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:

SVF supports this action.

FINANCING:

The funds are contained in the Agricultural Commissioner's Budget for FY 2025-2026. There are no changes to appropriations. Ongoing funding is subject to availability as determined through the County's annual Adopted Budget review and approval process.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:

SVF is a nonprofit organization that provides educational programs. Agricultural education programs support the economic vitality of the industry by educating children and the public about how their food is produced and about careers in agriculture.

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

Prepared by: Henry Esler, Finance Manager, x7381
Approved by: Juan Hidalgo, Agricultural Commissioner/Sealer of Weights & Measures, x7302

Attachments:
Board Report
SVF Fair MOU 2026

Docusign Envelope ID: 9DEC94EC-C714-40DE-BEB3-AF86643189B0

Memorandum of Understanding Between the County of Monterey Agricultural Commissioner's Office and the Salinas Valley Fair

This Memorandum of Understanding (MOU) between the County of Monterey, through the Agricultural Commissioner's Office (hereafter, "County" or "CAC") and the Salinas Valley Fair, ("SVF") (collectively "the parties") sets forth the roles and responsibilities of each party regarding County funding (not to exceed $25,000) of the 2026 Salinas Valley Fair Agriculture Building for the purpose of agriculture education.

Recitals
Whereas, the Board of Supervisors approved funding last year. The Agricultural Commissioner wishes to provide support for agricultural education efforts by the Salinas Valley Fair and;

Whereas, the parties understand and agree that said support from County, through the Agricultural Commissioner to SVF shall be dependent on approval by the Board of Supervisors; and;

Whereas, the Agricultural Commissioner has funding currently available in its FY 2025-26 budget approved by the Board of Supervisors sufficient to make the payment set forth in this MOU for FY 2025-2026;

Now, therefore, the parties agree as follows:

Purpose
The purpose of this MOU is to provide funding on or before June 30, 2026, to SVF for the setup, upkeep and monitoring of the SVF Agriculture Building. The Fair is scheduled to take place from May 14, 2026 through May 17, 2026.

This MOU is to provide funding to SVF for the Agricultural Building and to establish an understanding between the County, through the CAC, and the SVF regarding the roles and responsibilities of said parties.

Roles
SVF shall provide an educational agricultural display which includes a hands-on experience "Barn Yard Adventures" and reality posters to engage visitors through their smart phones during the Fair from May 14, 2026 through May 17, 2026.

SVF shall include the CAC's logo in print material.

Other Provisions
Any future funding to this MOU is subject to funding availability as determined through the County's annual Budget review and approval process. Funds will be dispersed upon approval of the Board of Supervisors.

Docusign Envelope ID: 9DEC94EC-C714-40DE-BEB3-AF86643189B0

The County shall hold harmless and indemnify SVF for any claims, actions or proceedings arising out of the negligence or intentional misconduct of its officers, employees or agents in the performance of its duties pursuant to this MOU. SVF shall hold harmless and indemnify the County for any claims, actions or proceedings arising out of the negligence or intentional misconduct of its officers, employees, or agents in the performance of its duties pursuant to this MOU.

Any action to modify or amend this MOU shall be done in writing. The party requesting the modification or amendment shall give the other party ninety (90) days written notice of any such proposed action which shall be subject to the mutual agreement of the parties to this MOU. Any modification or amendment to this MOU shall be in writing and shall be executed by and between the parties.

Either party may terminate this MOU by providing ninety (90) days written notice to the other party.

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.

This MOU shall become effective upon the last date opposite the respective signatures below and shall continue in effect through and including June 30, 2026, or until this MOU is modified or terminated by the parties.

County of Monterey

Signed by:
By: _____
3A661F46104B4E8...
Juan Hidalgo
Agricultural Commissioner

Date: 1/21/2026 | 7:32 AM PST

Approved as to form and legality
Susan K. Blitch, County Counsel

Signed by:
By: Mary Grace Perry
76A18B9BA72D498...
Mary Grace Perry
Deputy County Counsel

Date: 1/16/2026 | 10:36 AM PST

Approved as to fiscal provisions
Rupa Shah, Auditor-Controller

DocuSigned by:
By: Patricia Ruiz
E79EF64E57454F6...

Date: 1/20/2026 | 7:28 AM PST

Salinas Valley Fair

DocuSigned by:
By: Lauren Hamilton
3B0BDEE6DFF2493...
Lauren Hamilton
CEO, Salinas Valley Fair

Date: 1/16/2026 | 1:16 PM EST

Introduced: 1/20/2026

Current Status: General Government - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the County Administrative Officer or designee to execute Amendment No. 1 to Agreement A-17493 with the Central California Alliance for Health to extend project development milestones for Housing, Opportunity, Programs, and Employment Village, clarify California Advancing and Innovating Medi-Cal services to maintain the minimum occupancy requirements, and update the project name, with no change to the original grant term of September 30, 2025 through December 30, 2028, and no change to the contract amount of $1,228,961; and
b. Approve and authorize the County Administrative Officer or designee to execute up to three (3) future amendments, subject to approval by County Counsel, that do not significantly change the scope of work and do not increase or decrease the original contract amount by more than 10% ($122,896.10).

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve and authorize the County Administrative Officer or designee to execute Amendment No. 1 to Agreement A-17493 with the Central California Alliance for Health to extend project development milestones for Housing, Opportunity, Programs, and Employment Village (formerly Recurso de Fuerza), clarify California Advancing and Innovating Medi-Cal services to maintain the minimum occupancy requirements, and update the project name, with no change to the original grant term of September 30, 2025 through December 30, 2028, and no change to the contract amount of $1,228,961; and
b. Approve and authorize the County Administrative Officer or designee to execute up to three (3) future amendments, subject to approval by County Counsel, that do not significantly change the scope of work and do not increase or decrease the original contract amount by more than ten percent ($122,896.10).

SUMMARY/DISCUSSION:
Amendment No. 1 to Agreement A-17493 between the County Administrative Office, Division of Homelessness Strategies and Initiatives (“County”) and the Central California Alliance for Health (“Alliance”) revises select administrative and programmatic elements of the original agreement. Specifically, the amendment extends the final deliverable due date of Milestone #2 from March 31, 2026, to June 30, 2026, updates the project name from *Recurso de Fuerza* to Housing, Opportunity, Programs, and Employment Village ("HOPE Village"), and clarifies California Advancing and Innovating ("CalAIM") Medi-Cal services necessary to maintain minimum occupancy requirements under the original agreement terms.
There are no other changes to the agreement, including no change to the contract term of September

30, 2025 through December 30, 2028, and no change to the total contract amount of $1,228,961.

The Alliance is a local public agency that administers the CalAIM managed care plan for eligible residents in Monterey, Mariposa, Merced, San Benito, and Santa Cruz Counties. Through its Housing Funding Award, the Alliance supports local projects that build, acquire, renovate, or furnish housing units providing permanent housing, interim shelter, recuperative care, and/or short-term post-hospitalization services. In September 2025, the County was awarded $1,228,961 in a Housing Funding Award grant to fund the development of HOPE Village, located at 118A First Street, Watsonville, California 95076, a 34-bed, low-barrier navigation center.

HOPE Village is a key component of the County's multijurisdictional partnership with the County of Santa Cruz to address homelessness by serving residents of Monterey and Santa Cruz Counties, particularly individuals living along both sides of the Pajaro River. The program provides 34 units of interim shelter for adult individuals or couples with a recent history of unsheltered homelessness in the Pajaro River area. In addition to safe shelter, participants receive supportive services, housing navigation, and recuperative and/or short-term post-hospitalization care, delivered by HOPE Village's selected services operator, Community Action Board of Santa Cruz County, Inc.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Office of the County Counsel has reviewed and approved the proposed Amendment No. 1 to Agreement A-17493 as to form, respectfully.

FINANCING:
There will be no impact on the General Fund from approval of this action. HOPE Village's construction and furnishings is funded by the Alliance's Housing Funding Award (CCAH) in the amount of $1,228,961 and an Encampment Resolution Funding Grant (ERFG) in the amount of $5,034,591. These grant funds have been appropriated in the FY 2025-26 Amended Budget for the County Administrative Office Homelessness Strategies and Initiatives Division (001-1050-CAO004-8598).

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This initiative supports the County of Monterey's Strategic Goals and Key Objectives through the sustainability of interim sheltering and services programs for the purpose of transitioning eligible residents into permanent housing and the provision of exceptional facilities and health programs to support quality of life for residents.

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

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

Link to the Strategic Plan:

<https://www.countyofmonterey.gov/home/showdocument?id=139569>

Prepared by: Sarah Federico, Management Analyst II, CAO-HSI Division, ext 5341
Reviewed by: Roxanne Wilson, CAO-HSI Division, ext 5445
Approved by: Deborah Paolinelli, Assistant County Administrative Officer, ext 5309

Attachments:
Amendment No. 1 to A-17493
Agreement A-17493
Completed Board Order Item No. 44
Completed Resolution Item No. 44
CCAH Award Letter

Proposed Amendment No. 1 to Agreement A-17493 is on file with Clerk of the Board as an attachment to this Board Report.

Introduced: 1/20/2026

Current Status: General Government - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the County Administrative Officer or designee to execute Amendment No. 1 to Agreement A-17493 with the Central California Alliance for Health to extend project development milestones for Housing, Opportunity, Programs, and Employment Village, clarify California Advancing and Innovating Medi-Cal services to maintain the minimum occupancy requirements, and update the project name, with no change to the original grant term of September 30, 2025 through December 30, 2028, and no change to the contract amount of $1,228,961; and
b. Approve and authorize the County Administrative Officer or designee to execute up to three (3) future amendments, subject to approval by County Counsel, that do not significantly change the scope of work and do not increase or decrease the original contract amount by more than 10% ($122,896.10).

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve and authorize the County Administrative Officer or designee to execute Amendment No. 1 to Agreement A-17493 with the Central California Alliance for Health to extend project development milestones for Housing, Opportunity, Programs, and Employment Village (formerly Recurso de Fuerza), clarify California Advancing and Innovating Medi-Cal services to maintain the minimum occupancy requirements, and update the project name, with no change to the original grant term of September 30, 2025 through December 30, 2028, and no change to the contract amount of $1,228,961; and
b. Approve and authorize the County Administrative Officer or designee to execute up to three (3) future amendments, subject to approval by County Counsel, that do not significantly change the scope of work and do not increase or decrease the original contract amount by more than ten percent ($122,896.10).

SUMMARY/DISCUSSION:
Amendment No. 1 to Agreement A-17493 between the County Administrative Office, Division of Homelessness Strategies and Initiatives (“County”) and the Central California Alliance for Health (“Alliance”) revises select administrative and programmatic elements of the original agreement. Specifically, the amendment extends the final deliverable due date of Milestone #2 from March 31, 2026, to June 30, 2026, updates the project name from *Recurso de Fuerza* to Housing, Opportunity, Programs, and Employment Village ("HOPE Village"), and clarifies California Advancing and Innovating ("CalAIM") Medi-Cal services necessary to maintain minimum occupancy requirements under the original agreement terms.
There are no other changes to the agreement, including no change to the contract term of September

30, 2025 through December 30, 2028, and no change to the total contract amount of $1,228,961.

The Alliance is a local public agency that administers the CalAIM managed care plan for eligible residents in Monterey, Mariposa, Merced, San Benito, and Santa Cruz Counties. Through its Housing Funding Award, the Alliance supports local projects that build, acquire, renovate, or furnish housing units providing permanent housing, interim shelter, recuperative care, and/or short-term post-hospitalization services. In September 2025, the County was awarded $1,228,961 in a Housing Funding Award grant to fund the development of HOPE Village, located at 118A First Street, Watsonville, California 95076, a 34-bed, low-barrier navigation center.

HOPE Village is a key component of the County's multijurisdictional partnership with the County of Santa Cruz to address homelessness by serving residents of Monterey and Santa Cruz Counties, particularly individuals living along both sides of the Pajaro River. The program provides 34 units of interim shelter for adult individuals or couples with a recent history of unsheltered homelessness in the Pajaro River area. In addition to safe shelter, participants receive supportive services, housing navigation, and recuperative and/or short-term post-hospitalization care, delivered by HOPE Village's selected services operator, Community Action Board of Santa Cruz County, Inc.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Office of the County Counsel has reviewed and approved the proposed Amendment No. 1 to Agreement A-17493 as to form, respectfully.

FINANCING:
There will be no impact on the General Fund from approval of this action. HOPE Village's construction and furnishings is funded by the Alliance's Housing Funding Award (CCAH) in the amount of $1,228,961 and an Encampment Resolution Funding Grant (ERFG) in the amount of $5,034,591. These grant funds have been appropriated in the FY 2025-26 Amended Budget for the County Administrative Office Homelessness Strategies and Initiatives Division (001-1050-CAO004-8598).

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This initiative supports the County of Monterey's Strategic Goals and Key Objectives through the sustainability of interim sheltering and services programs for the purpose of transitioning eligible residents into permanent housing and the provision of exceptional facilities and health programs to support quality of life for residents.

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

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

Link to the Strategic Plan:

<https://www.countyofmonterey.gov/home/showdocument?id=139569>

Prepared by: Sarah Federico, Management Analyst II, CAO-HSI Division, ext 5341
Reviewed by: Roxanne Wilson, CAO-HSI Division, ext 5445
Approved by: Deborah Paolinelli, Assistant County Administrative Officer, ext 5309

Attachments:
Amendment No. 1 to A-17493
Agreement A-17493
Completed Board Order Item No. 44
Completed Resolution Item No. 44
CCAH Award Letter

Proposed Amendment No. 1 to Agreement A-17493 is on file with Clerk of the Board as an attachment to this Board Report.

FIRST AMENDMENT TO
LETTER OF AGREEMENT FOR THE ALLIANCE HOUSING FUND

CENTRAL CALIFORNIA ALLIANCE FOR HEALTH
AND
COUNTY OF MONTEREY

This First Amendment ("Amendment"), effective as of the last signature date below ("Amendment Effective Date"), amends the Letter of Agreement for the Alliance Housing Fund ("Agreement"), entered into between the Santa Cruz-Monterey-Merced-San Benito-Mariposa Managed Medical Care Commission, a California public entity, operating as Central California Alliance for Health ("Alliance") and the County of Monterey, a political subdivision of the State of California ("Partner").

WHEREAS, the parties entered into the Agreement, effective September 30, 2025, setting forth terms governing the Alliance's Housing Fund grant to Partner for the development of the Recurso de Fuerzo Low Barrier Navigation Center ("Project");

WHEREAS, Partner has renamed the Project since execution of the Agreement;

WHEREAS, Partner anticipates that Partner will be unable to meet certain deadlines under the Agreement due to circumstances beyond Partner's control;

WHEREAS, the parties would like to amend the Agreement as set forth below to reflect the foregoing Project changes;

NOW, THEREFORE, the parties hereby agree to amend the Agreement as follows:

1. **Amendment.** As of the Amendment Effective Date, the following modifications to the Agreement shall be in full force and effect and incorporated into the Agreement:

    a. The Project name set forth on page 19 of the Agreement (Exhibit 1, Statement of Work) shall be amended as follows:

        From:

        Recurso de Fuerzo Low Barrier Navigation Center

        To:

        HOPE Village ("Project") (formerly known as Recurso de Fuerza Low Barrier Navigation Center

    b. The following portion of Section C(2)(a)(i) of the Agreement (Exhibit 1, Statement of Work) shall be amended as follows:

        From:

        Establish Prioritization Process for Medi-Cal Eligible Individuals. By November 30, 2025, Partner will establish a process for prioritizing Medi-Cal eligible individuals for placement.

To:

Establish Prioritization Process for Medi-Cal Eligible Individuals. By June 30, 2026, Partner will establish a process for prioritizing Medi-Cal eligible individuals for placement

c. Sections C(2)(a)(ii) through C(2)(e) of the Agreement (Exhibit 1, Statement of Work) shall be amended as follows:

From:

ii. Complete Construction.
- *By December 31, 2025, Partner will complete the Modular Units at 118A 1st Street, Watsonville, CA 95076, for the purpose of Short-Term Post-Hospitalization Housing and Recuperative Care.*

iii. Obtain Certificate of Occupancy.
- *By December 31, 2025, all interim supportive housing units will be fully occupied, and meet Minimum Medi-Cal Occupancy.*

iv. Establish Service Availability and Best Efforts Prioritization Outcomes.
- *By March 31, 2026, Partner will ensure that on-site case management services are available/provided and individual services plans are developed for all Medi-Cal eligible residents receiving case management services.*

b. *Phase Two Completion Date: March 31, 2026*
c. *Deliverables: Detailed documentation of Phase Two Milestones completion, including timely submission of reports and, as applicable, validated prioritization lists.*
d. *Deliverable Due Date: April 30, 2026*
e. *Payment Percentage: 10% of Maximum Award*

To:

ii. Complete Construction.
- *By December 31, 2025, Partner will complete the Modular Units at 118A 1st Street, Watsonville, CA 95076.*

iii. Obtain Certificate of Occupancy.
- *By March 31, 2026, all interim supportive housing units will be fully occupied, and meet Minimum Medi-Cal Occupancy.*

iv. Establish Service Availability and Best Efforts Prioritization Outcomes.
- *By March 31, 2026, Partner will ensure that shelter, housing navigation, and supportive, wrap-around services are available/provided and individual services plans are developed for all Medi-Cal eligible residents receiving on-site case management services.*

v. Establish Service Availability and Best Efforts Prioritization Outcomes.
- *By June 30, 2026, Partner will ensure that on-site case recuperative care and/or short-term post hospitalization are*

developed for all Medi-Cal eligible residents receiving case management services.

f. *Phase Two Completion Date: June 30, 2026*
g. *Deliverables: Detailed documentation of Phase Two Milestones completion, including timely submission of reports and, as applicable, validated prioritization lists.*
h. *Deliverable Due Date: July 31, 2026*
i. *Payment Percentage: 10% of Maximum Award*

d. The following portion of Section C(3)(a) of the Agreement (Exhibit 1, Statement of Work) shall be amended as follows:

From:

Partner agrees to submit a complete and accurate report to the Alliance by March 31st of each calendar year for the Useful Life of the Project, (i.e., 10 years following Phase Two Completion Date) ("Annual Attestation"). The Annual Attestation shall be consistent with the format outlined in the Annual Attestation Template attached as Exhibit 3 to this Agreement.

To:

Partner agrees to submit a complete and accurate report to the Alliance by June 30th of each calendar year for the Useful Life of the Project, (i.e., 10 years following Phase Two Completion Date) ("Annual Attestation"). The Annual Attestation shall be consistent with the format outlined in the Annual Attestation Template attached as Exhibit 3 to this Agreement.

e. Section C(3)(f) of the Agreement (Exhibit 1, Statement of Work) shall be amended as follows:

From:

Deliverable Due Date: March 31st of each calendar year during the Useful Life.

To:

Deliverable Due Date: June 30th of each calendar year during the Useful Life.

f. The Project name set forth on page 33 of the Agreement (Exhibit 3, Annual Attestation Template) shall be amended as follows:

From:

Recurso de Fuerzo Low Barrier Navigation Center

To:

HOPE Village ("Project") (formerly known as Recurso de Fuerza Low Barrier Navigation Center)

g. The following portion of Exhibit 3 to the Agreement (Annual Attestation Template) shall be amended as follows:

From:

Recurso de Fuerzo Low Barrier Navigation Center

To:

HOPE Village ("Project") (formerly known as Recurso de Fuerza Low Barrier Navigation Center)

h. The following portion of Exhibit 3 to the Agreement (Annual Attestation Template) shall be amended as follows:

From:

- *Partner must accurately complete and submit this Annual Attestation to the Alliance by March 31st of each calendar year for the Useful Life of the Project, as further set forth in the Letter of Agreement.*

To:

- *Partner must accurately complete and submit this Annual Attestation to the Alliance by June 30th of each calendar year for the Useful Life of the Project, as further set forth in the Letter of Agreement.*

2. **Modification**. Except as specifically modified by this Amendment, all terms and conditions of the Agreement shall remain in effect; provided however, if there is any conflict between the terms of this Amendment and the Agreement, then the terms of this Amendment shall govern.

3. **Capitalized Terms**. All capitalized terms used, but not defined, in this Amendment shall have the meanings attributed to such terms in the Agreement.

4. **Counterparts**. This Amendment may be executed in counterparts or via electronic signature, each of which shall be deemed to be an original and all of such counterparts or electronically signed documents shall together constitute one and the same Amendment.

[*signatures appear on following page*]

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives as of the Amendment Effective Date.

For Partner:	**For the Alliance:**
County of Monterey	Santa Cruz-Monterey-Merced-San Benito-Mariposa Managed Medical Care Commission, operating as Central California Alliance for Health
By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date Signed: _____	Date Signed: _____

EXHIBIT 3

ANNUAL ATTESTATION FOR

CENTRAL CALIFORNIA ALLIANCE FOR HEALTH HOUSING FUND

This Annual Attestation applies to Partner's receipt of Housing Fund Award funds under the Letter of Agreement referenced below between Partner and the Santa Cruz-Monterey-Merced-San Benito-Mariposa Managed Medical Care Commission, operating as Central California Alliance for Health, ("Alliance"), having a principal place of business at 1600 Green Hills Road, Suite 101, Scotts Valley, CA 95066-4981.

Partner must accurately complete and submit this Annual Attestation to the Alliance by June 30th of each calendar year for the Useful Life of the Project, as further set forth in the Letter of Agreement.

Partner may deliver this Annual Attestation to the Alliance Liaison by any of the following: by submission in the Alliance's online incentives portal, in person, by registered or certified mail, return receipt requested, or U.S. Postal Service Express Mail, with postage prepaid, by Federal Express, other overnight courier that guarantees next day delivery, or by email to: pdincentives@thealliance.health. If delivered by email, the Annual Attestation shall be deemed given when confirmed actually received by the Alliance.

Project:	HOPE Village ("Project") (formerly known as Recurso de Fuerza Low Barrier Navigation Center)
Letter of Agreement Effective Date:	September 30, 2025
Partner Name:	County of Monterey
Minimum Medi-Cal Eligible Individuals Preference Threshold Requirement:	Partner must restrict occupancy for at least 80% of the Project's total units (27 of 34 units) to Medi-Cal eligible individuals ("Minimum Medi-Cal Occupancy").

Requirement Type	Description of Requirement	Partner Response
Minimum Medi-Cal Occupancy	Partner must restrict occupancy for at least the Minimum Medi-Cal Occupancy levels specified above. Please confirm Partner has maintained Minimum Medi-Cal Occupancy. If Partner failed to meet Minimum Medi-Cal Occupancy levels, please provide good faith estimate of occupancy by Medi-Cal eligible individuals during the reporting year and	□ Yes. □ No. If "No," please explain:

	narrative explanation of Partner's failure to meet requirement. • Project is for Recuperative Care or Short-Term Post-Hospitalization Housing, in addition to provision of shelter, housing navigation, and supportive, wrap-around services. Minimum threshold is based on number of stays by Medi-Cal eligible individuals out of total stays.	
Prioritization Process	Current prioritization process. Please confirm use of approved prioritization process. If Partner is currently using a prioritization process other than the process approved by the Alliance, please provide narrative description of current process and how process complies with Medi-Cal eligibility income requirements in alignment with the Letter of Agreement.	□ Yes □ No. If "No," please explain:

By signing the below, Partner attests that the information above is true and correct, that Partner has continued to act in compliance with the Letter of Agreement, and that the Project facilities have continued to operate in alignment with the Letter of Agreement. Partner shall provide all information reasonably requested by the Alliance to validate the above information or to support any response to any government audits or inquiries related to the Letter of Agreement.

Partner:

By: _____

Print Name: _____

Title: _____

Date Signed: _____

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LETTER OF AGREEMENT FOR THE ALLIANCE HOUSING FUND

SANTA CRUZ-MONTEREY-MERCED-SAN BENITO-MARIPOSA MANAGED MEDICAL CARE COMMISSION
AND
COUNTY OF MONTEREY

This Letter of Agreement for the Alliance Housing Fund ("Agreement"), effective upon the date of the last signature ("Effective Date"), is entered into between Santa Cruz-Monterey-Merced-San Benito-Mariposa Managed Medical Care Commission, operating as Central California Alliance for Health ("Alliance"), having a principal place of business at 1600 Green Hills Road, Suite 101, Scotts Valley, CA 95066-4981 and the County of Monterey, a political subdivision of the State of California ("Partner"), having a principal place of business at 168 West Alisal Street, Salinas, CA 93901.

Recitals

Whereas, the Alliance has established the Alliance Housing Fund ("Alliance Housing Fund") to offer awards to health care providers and community organizations to support efforts that advance the Alliance mission to provide accessible, quality health care guided by local innovation in the Alliance's service area;

Whereas, the Alliance may award Alliance Housing Fund funds to Alliance contracted providers and non-contracted organizations; and

Whereas, the Alliance has agreed to award Partner with Alliance Housing Fund funds, contingent upon Partner's performance as set forth under this Agreement, to be used by Partner for the purpose of performing the project described in the Statement of Work attached as Exhibit 1 (the "Project") and Partner desires to receive Alliance Housing Fund funds from the Alliance for performing the Project.

Now Therefore, the Alliance and Partner agree that all funds awarded to Partner under the Alliance Housing Fund shall be subject to the terms and conditions of this Agreement.

1. Alliance Housing Fund Background. The Alliance established the Alliance Housing Fund to fund projects in the areas of permanent housing, recuperative care, and short-term post-hospitalization housing. The Alliance earned funds from the Housing and Homelessness Incentive Payment Program ("HHIP"), a voluntary incentive program that enabled Medi-Cal managed care plans ("MCPs") to earn incentive funds for making progress in addressing homelessness and housing insecurity as social determinants of health. The Alliance shall utilize HHIP funds earned by the Alliance to fund the Alliance Housing Fund in a manner consistent with the terms of HHIP, any terms imposed as a condition of federal approval of HHIP, and any Department of Health Care Services ("DHCS") guidance related to HHIP. The Alliance may also utilize funds from the Alliance's Medi-Cal Capacity Grant Program ("MCGP") to fund the Alliance Housing Fund as the Alliance deems appropriate. The Partner submitted a

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letter of intent to the Alliance containing Partner's gaps and needs information ("Letter of Intent"), which the Alliance relied upon in determining the terms of this Agreement, including but not limited to the terms of the Statement of Work attached to this Agreement as Exhibit 1 and hereby incorporated by reference ("SOW"). The actual amount of the funds awarded to Partner ("Award") shall be determined by and contingent upon Partner's completion of the Project as outlined in the SOW. For purposes of this Agreement, "Medi-Cal eligible individuals" or "Medi-Cal eligible residents" shall mean individuals with incomes that meet the then-current Medi-Cal eligibility income limits, regardless of whether such individuals meet any other Medi-Cal eligibility requirements unrelated to income.

The parties acknowledge that the Alliance is entering into this Agreement and directing the Award payments to Partner for the site development of a non-congregate Low Barrier Navigation Center. Partner agrees to unconditionally and irrevocably guarantee performance under this Agreement (including Useful Life under the SOW) and to protect, defend, indemnify and hold harmless the Alliance for, from and against, any and all losses, damages or liability which may be suffered or incurred by, imposed on or awarded against the Alliance as a result of any default by Partner under this Agreement. To the extent that any recoupment, recapture, or repayment provisions apply to any default by Partner under this Agreement (including, without limitation, Partner's Useful Life obligations), the parties agree that Partner be liable for any repayment and performance unless otherwise agreed. Partner shall remain liable to the Alliance for performance for the site development and construction of the facility under this Agreement and compliance with all Useful Life requirements until Alliance agrees in writing to a transfer or assignment of Partner's obligations as described in this Agreement. It is the intent of the parties that the obligations and liabilities of Partner's performance under this Agreement are absolute, irrevocable, and unconditional under any and all circumstances and that until Partner's obligations under this Agreement are fully and finally performed (including Useful Life requirements) and not subject to refund or disgorgement, the obligations and liabilities of the Partner under this Agreement shall not be discharged or released, in whole or in part unless otherwise agreed upon in writing.

2. Statement of Work. Subject to the terms and conditions stated in this Agreement, the Alliance agrees to provide the Award to Partner for completing the Project described in the SOW. Partner represents and warrants to the Alliance that: (i) Partner's performance under this Agreement shall be conducted with due diligence and in a competent, efficient, timely manner, and in full compliance with the highest professional standards of practice in the industry; (ii) if Partner's work requires any licenses, Partner has, or will have prior to commencement, obtained all such licenses and all such licenses shall be in full force and effect during the Funding Term; (iii) the Project, when completed, will be in conformity with all of the requirements set forth in this Agreement and will be free of material errors or defects.

3. Liaisons. The Alliance and Partner will each designate a liaison(s) to serve as a point of contact for activities performed related to this Agreement (each, a "Liaison") as set forth in the applicable SOW.

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4. Utilization and Amount of Award. The amount of the Maximum Award shall be set forth in the SOW and shall reflect the Project funding needs described in Partner's Letter of Intent. Partner acknowledges and agrees that the actual Award shall be granted in consideration of and on condition that Partner expends Award funds only for the purpose of performing its obligations as set forth in this Agreement. To the extent that Partner anticipates it will be unable to utilize or does not actually utilize any portion of the Award funds to perform the Project in conformance with the terms of this Agreement, the SOW, and the Project Plan, Partner shall notify the Alliance and return any such Award funds. Partner agrees to assume any obligation to furnish any additional funds that may be necessary to complete and maintain the Project as described in this Agreement and the SOW or as otherwise agreed upon by the parties. All costs accrued prior to Construction Start Date, as defined in the SOW, are not eligible for reimbursement unless specifically provided for in the terms of the SOW.

5. Payment Schedule. The schedule for the payment of the Award is set forth in the SOW.

6. Payment Documentation. The timing, scope, and format of the documentation that Partner shall provide to the Alliance to request funds is set forth in the SOW. The Alliance reserves the right to request additional documentation as it deems necessary to validate the use of Award funds, either before or after use by Partner, and shall have the right at its sole discretion to withhold any payment pending any questions that it may have regarding the use of funds. The Alliance reserves the right to enter into a separate agreement with a third party to ensure that the covenants of this Agreement are met by the Partner, including but not limited to those of the SOW.

7. Recoupment. Should Partner only partially achieve certain Milestones despite Partner's good faith attempt to complete the Milestones in their entirety, the Alliance may assess whether and to what extent partial payment is appropriate. If the Alliance determines that the Partner's partial Milestone achievement effectively supports Project goals, then the Alliance may, at its sole discretion, award partial payment in an amount the Alliance deems appropriate for the Partner's contribution to the Project goals. Notwithstanding the foregoing, the Alliance shall be under no obligation to award partial payments for incomplete Milestones. It is at the Alliance's sole discretion to determine if Partner must return part or all of any Award payment for partially-completed Project Milestones. Partner agrees to return any Award payments that Partner already received under this Agreement for incomplete Milestones as the Alliance may direct, even if such funds were properly used.

8. Disputed Amounts. The Alliance shall be permitted to withhold payment of any amounts for which the Alliance, in good faith, disputes or contests, including reducing such payment amounts by a recoupment consistent with the above terms. In the event of a good faith dispute pursuant to which the Alliance believes it is entitled to withhold or recoup payments, the Alliance may withhold payment of the disputed amount provided that, within thirty (30) calendar days following the Alliance's receipt of the progress or final report which initiates the interim or final payment and which the Alliance in good faith deems to be in dispute, the Alliance shall notify Partner in writing with a detailed explanation stating the factual basis for the Alliance's withholding or recoupment of payment. To contest such withheld amounts, Partner must, within ten (10) calendar days following receipt of the Alliance's notice of disputed amounts, respond to the Alliance in writing with a detailed explanation stating the

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factual basis, if any, for Partner, in good faith, demanding payment on any amount in dispute. Parties shall negotiate in good faith to resolve the dispute before pursuing other available legal remedies.

9. Permissible Use of Funds. Award funds may only be used for the purpose of paying expenses that are actually incurred by Partner in carrying out the SOW and Project Plan during the 39-month period for which the Award has been provided, or during such other period of time as the Alliance may explicitly agree to in this Agreement or the final approved Project Plan. Expenses that may be funded by Alliance Housing Fund funds are those described in the final approved Project Plan. Partner is responsible for ensuring that actual expenditures are for eligible Project costs.

    a. Funds may be used for capital expenditures only, which can include equipment and furnishings that are necessary for the delivery of care or equipment essential to the operation of the facility. However, funds cannot be used for the following purposes, and any amounts budgeted for such unapproved uses will be deducted from payment amounts awarded hereunder:

        i. The Award cannot be used for rental subsidies, operating costs, or services.

        ii. No part of the Award may be used to fund administrative services or other operating expenses of the Partner, regardless of whether such administrative services or other operating expenses would be utilized to support the completion of the Project.

        iii. No part of the Award may be used to fund expenses related to religious activities, lobbying, or political action by the Partner.

        iv. Unless specifically provided for in the terms of the approved Project Plan or this Agreement, in the event that the Award provides funding for a project that was already in progress on the Effective Date, no part of the Award may be used to fund costs accrued for activities completed or costs incurred prior to the Construction Start Date.

        v. Partner may not use Award funds to cover expenditures that have already been funded through other sources.

        vi. All Project-related costs are site-specific, and must relate to, occur, or be used at the single proposed site that is contained in the Agreement.

10. Reporting. Partner shall provide the Alliance with one progress report due upon completion of each Milestone phase as indicated in the Payment Schedule set forth in the SOW, and such other documentation as may be required under the SOW. Partner shall also provide a final report due one (1) calendar year from the Phase Two Completion Date, but in any event no later than the end of the Funding Term. Reporting templates will be provided by the Alliance and available on the Alliance's online incentives portal. Partner will submit the progress and final reports through the Alliance's online incentives portal. Failure to submit these report(s)

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will be considered a material breach of this Agreement, may delay interim or final payments of the Award and may disqualify Partner from receiving future funding from the Alliance.

11. Evaluation and Monitoring. The Alliance may monitor and conduct evaluation of operations under this Agreement. This may include a visit from Alliance staff to observe the Partner's operations related to the Project and the Award, discuss the Project and program activities with the Partner's personnel, and review financial or other records and materials connected with the Project activities financed by the Award.

12. Corrective Action. While uncommon, there may be extraordinary and rare circumstances in which the Alliance deems it necessary or desirable to utilize a corrective action plan for modifying the Agreement terms to facilitate the Partner's compliance with its terms, including adjustment of Milestones, the amount of the Award, completion documentation, and/or extension of completion dates. Partner shall promptly notify the Alliance if Partner anticipates it will not timely achieve any Milestones outlined in the SOW in their entirety, along with a written explanation and any documentation supporting the reasons for Partner's delay. Circumstances within Partner's control shall not in themselves be considered sufficient justification for granting a corrective action. Partner noncompliance with modified terms under a corrective action plan shall result in termination of this Agreement consistent with Section 18, except to the extent that the Alliance elects to further modify the terms of the Agreement in accordance with the foregoing.

13. Bad Faith Recoupment. The Alliance reserves the right to request additional documentation as it deems necessary to validate Partner's use of the Award, either before or after Partner's use. If the Alliance reasonably determines that Partner is in breach of Partner's implied covenant of good faith and fair dealing by failing to take reasonable steps to achieve Milestones or deliver the deliverables, then the Alliance may, in its sole discretion, recoup, withhold, or reduce all or part of any Award payment, as applicable.

14. Compliance with Other Obligations. Partner shall comply with laws and regulations and any regulatory agreements, commitments or undertakings that are imposed on Partner as a result of its receipt of funding from other sources pursuant to Sections 17, 21, 24, and the SOW.

15. Books and Records. Partner agrees to maintain satisfactory financial accounts, documents, and records in connection with the Award and make them available to the Alliance, the State of California, the United States Department of Health and Human Services, the Comptroller General of the United States, or as otherwise required by law. Partner also agrees to retain such financial accounts, documents and records for three (3) calendar years following termination of this Agreement. Partner agrees to maintain and make available for inspection by the Alliance accurate records of all of its costs, disbursements, and receipts with respect to its activities under this Agreement.

16. Funding Promotion. Any materials used to advertise, announce, or otherwise inform the public of the receipt of the funding provided for hereunder shall describe the funding and the work funded by the Alliance accurately, and in a way that conforms to the purpose statement in the SOW. Any such materials that mention or include information about the Alliance shall refer to the health plan as "Central California Alliance for Health (the Alliance)" on first usage and

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"the Alliance" thereafter. Any published list of funders who have supported activities related to this funding must include the Alliance. Funded organization must inform the public about the Alliance's funding through the use of signage, acknowledgement in published materials, news media, social media, websites, or other public announcements, as applicable. All materials produced in accordance with this Agreement (including but not limited to training curriculum, agendas, newsletters, flyers, brochures, reports, and videos, etc.) shall contain a statement that the material is funded through the Alliance. Funded organizations who receive funding for the purpose of constructing or renovating a building must memorialize Alliance financial support with a plaque. Funded organizations must refer to the Alliance's Promotion Toolkit for Funded Partners[1] for instruction on the required promotional verbiage, use of Alliance name and Alliance logo in promotional activities. If a funded organization wishes to execute promotional activities or communication not included in the toolkit, the funded organization must obtain written approval of communication materials promoting Alliance funding prior to engaging in these efforts or activities.

17. Legal Compliance.

    a. Applicable Law. Partner shall perform its obligations under this Agreement at all times in strict accordance with all applicable federal, state, and local laws, including, but not limited to, Prevailing Wage Laws, equal opportunity laws, disability rights legislation, general procurement standards, contract work hours and safety standards, ordinances, regulations, HIPAA, and DHCS guidelines. Additionally, this is a publicly-funded Project and is subject to all state and local laws and regulations for public works, including, without limitation, California Labor Code Section 1720, et seq. and Public Contract Code § 1100 et seq. ("Prevailing Wage Laws"). Partner understands that such laws and regulations include exemptions that may apply to the Project, but Partner will assume responsibility for and indemnify the Alliance relating to such laws as such may be applicable to the Project.

    b. Disallowed Funds. With respect to Award funds, if any, which are ultimately provided by the State or Federal government, Partner agrees that if Partner claims or receives payment from the Alliance for an eligible expense, payment, or reimbursement of which is later disallowed by the State or Federal government, Partner shall promptly refund the disallowed amount to the Alliance upon the Alliance's request. At its option, the Alliance may offset all or any portion of the disallowed amount against any other payment due to Partner hereunder or under any other agreement. Any such offset with respect to a portion of the disallowed amount shall not release Partner from Partner's obligation hereunder to refund the remainder of the disallowed amount.

18. Term and Termination.

    a. This Agreement shall be effective on the Effective Date and shall automatically expire thirty-nine (39) months after the Effective Date unless earlier terminated by the parties as permitted herein ("Funding Term"). This Funding Term accounts for the activity period to

[1] https://brandfolder.com/alliance/funded-partners-brand-toolkit

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perform the Project activities and an additional three months for reporting and payment after completion of all Project Milestones as set forth in the SOW.

b. The Alliance may terminate this Agreement for cause at any time upon written notice to Partner. Cause includes but is not limited to the following: (i) Partner fails to comply with the terms of this Agreement, including any failure to timely complete the Milestones or failure to satisfy the conditions precedent to disbursement of Award funds; (ii) Partner is unable to or is reasonably anticipated to be unable to complete the Project as set forth in the SOW; (iii) Unless otherwise agreed upon as set forth in this Agreement, Partner ceases its plans to utilize or discontinues its utilization of the facility to serve Medi-Cal eligible recipients, prior to reaching assigned capacity, or otherwise materially curtails operations necessary for completion of the Project; (iv) the Alliance determines that any material fact or representation made or furnished to the Alliance by Partner in connection with its application or Letter of Intent was untrue or misleading at the time that such fact or representation was made known to the Alliance, or subsequently becomes untrue or misleading; or (v) the Alliance discovers that Partner has concealed any material fact from the Alliance related to the Letter of Intent, this Agreement, or the Project.

c. The Alliance may terminate this Agreement or cease providing payments hereunder in the event that the Alliance determines, in its sole discretion: (i) that further payments as set forth in this Agreement could violate laws or regulations, including laws or regulations in existence on the Effective Date that may have been clarified or subject to new or changed interpretation, or (ii) in the event of a natural disaster or other event that causes the Alliance to be unable to fulfill its commitment hereunder.

d. This Agreement and the Alliance's obligation to make further payment hereunder shall terminate immediately in the event that Partner ceases operations or in the event of Partner's insolvency, which insolvency shall be considered to have occurred when Partner makes an assignment for the benefit of creditors, files a petition in bankruptcy, is adjudicated insolvent or bankrupt, if a receiver or trustee is appointed with respect to a substantial part of such other party's property, or a proceeding is commenced against it which will substantially impair Partner's ability to complete the Project described in the SOW. The Alliance reserves the maximum rights it is entitled to under any law and under the terms of this Agreement to seek return of any payments made prior to Partner's cessation of operations or insolvency, and to ensure that no funds provided pursuant to this Agreement, no matter when they were provided, shall be used for the purpose of paying Partner's general creditors or for any purpose other than as specifically set forth in the SOW.

19. Effect of Termination. In the event of termination, this Agreement shall terminate and have no further force or effect with respect to either party as of the termination date, except that all obligations arising or accruing prior to termination, including requirements regarding the use or return of Award funds, shall be performed in accordance with the terms of this Agreement and shall survive termination. Termination or expiration of this Agreement shall not affect Partner's obligations under Sections 6-8 and Sections 13-43 of this Agreement, Useful Life obligations in the SOW, or any other obligation that, by its nature, is intended to survive

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termination or expiration of this Agreement. Upon any termination by the Alliance for cause, Partner shall return any unexpended Award funds to the Alliance within thirty (30) calendar days of the Alliance's written notice of termination, unless the Alliance has approved an alternate arrangement in advance and in writing, as provided below. Such termination will not limit any other remedies that may be available to the Alliance under this Agreement, at law, or in equity.

20. Remedies.

    a. In the event that Partner is unable to provide documentation evidencing that Partner utilized Award funds for the sole purpose of completing the Project in accordance with the SOW, Partner shall return such portions of the Award funds to the Alliance for which Partner is unable to provide supporting documentation within thirty (30) business days of the Alliance's request.

    b. In the event Partner fails to timely complete the Project Milestones set forth in the SOW, the Alliance may require Partner to return any Award funds that Partner has already received under this Agreement, even if such funds were properly used. Partner's specific obligation to return funds is further set forth in the SOW.

    c. In addition to any other provision of this Agreement, if the Alliance determines, in its sole discretion, that Partner has violated or failed to carry out any provision of this Agreement, including but not limited to failure to provide documentation provided for in Section 6 and Section 10 of this Agreement and the SOW, the Alliance may, in addition to any other legal remedies it may have, refuse to make any further Award payments to Partner or on Partner's behalf under this or any other grant agreement, and may demand the return of all or part of the Award funds previously received by Partner or any third-parties on Partner's behalf, which Partner shall immediately pay to the Alliance. The Alliance may also avail itself of any other remedies available under the law.

21. Other Capital Implementation Terms and Conditions; Return of Funds. Partner agrees that its receipt of funds is conditioned on meeting the applicable requirements of this Section 21. To the extent that the requirements in this Section 21 are applicable to the Project funded under this Agreement, if Partner fails to meet any of these Section 21 requirements, the Alliance may withhold payment hereunder and may, in its sole discretion, exercise any available legal or equitable rights applicable to Partner's return of Award funds received by Partner hereunder. Partner shall provide the Alliance with such documentation as the Alliance may request from time to time during the Funding Term that demonstrates to the satisfaction of the Alliance that Partner has satisfied and will satisfy all the applicable requirements set forth in this Section 21.

    a. Additional Financial Commitments. Partner represents that the Award Amount received hereunder represents no more than 50% of total Project costs, and that the remaining 50% of funding necessary to complete the implementation of the Project will come from sources other than the Alliance, such as through third-party donations, in-kind products and/or

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services, cash or documented loans or lines of credit, and/or other state, local, or grant funding.

b. Proof of Ownership, Lease Agreement, or Intent to Purchase. Partner warrants and represents that it has secured long-term rights to use the site-specific facility described in the SOW for which the Maximum Award was determined, and provided the Alliance with proof of such rights by all of the following means:

   i. Partner or a third-party over which Partner has authority to ensure performance has secured a three-year lease agreement ("Initial Lease") for the property on which the Project will be located with provisions that enable the lessee to complete the Project in a timely manner and in accordance with all the requirements of this Agreement, and Partner has provided a copy of the Initial Lease to the Alliance; and

   ii. Where the Initial Lease and/or any subsequent lease governing the Project's location is in the name of an entity other than Partner, Partner has executed agreements with such entity that clearly demonstrate Partner has sufficient authority and control over such entity and/or Project property to ensure that the Project shall be completed and operated in conformance with all the terms of this Agreement, and Partner has provided a copy of such agreements to the Alliance;

   Partner warrants and represents that during the Term of this Agreement and for the Project's Useful Life, as defined below, Partner shall exercise all rights available to Partner under the Initial Lease and/or its agreements with any applicable third-parties to ensure Partner continues to own, place, and operate the Project in compliance with this Agreement for the Useful Life.

c. Useful Life. Partner represents that the completed Project facility will serve Medi-Cal eligible individuals as set forth in this Agreement, including meeting the Minimum Medi-Cal Occupancy requirements defined in the SOW, for an aggregate period of not less than ten (10) years following the Phase Two Completion Date ("Useful Life").

   Should the Partner lose site control over the property on which the Project units are placed during any period following the Project Completion Date, the Useful Life period shall be tolled for no more than ninety (90) days ("Tolling Period") to allow Partner to find and relocate the units on an alternative property. Partner shall have no more than one (1) Tolling Period for every two (2) consecutive years during the Useful Life. Should Partner fail to maintain site control over the property on which the Project units are then-placed for a consecutive period of more than ninety (90) days and/or more than once during a two (2) year period prior to the expiration of the Useful Life, Partner shall pay to the Alliance the appropriate recoupment amount set forth in this Section 21(c) below; in such an event, the period in which the Minimum Medi-Cal Occupancy standard has been maintained shall be calculated as the time between the Project Completion Date and the then-current date, less any Tolling Period. For the avoidance of doubt, Tolling Periods shall only apply to any loss of site control over the Project property by Partner and shall be in lieu of, and not cumulative with, any ninety (90) calendar day negotiation period available for the same

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event. Notwithstanding the foregoing, the Alliance and Partner may from time to time mutually agree by written communication to modify the permitted length and/or permitted frequency of any Tolling Periods as they may deem necessary without the necessity of a mutually executed written amendment.

Partner shall give written notice to the Alliance upon discovery of any material failure to maintain the Minimum Medi-Cal Occupancy standard during the Useful Life, including any loss of site control over the then-current location of the Project units. Partner shall include in such notice: (i) details regarding any event or deficiency giving rise to Partner's inability to maintain Minimum Medi-Cal Occupancy; (ii) if curable, what actions Partner intends to take to cure Partner's noncompliance with Minimum Medi-Cal Occupancy requirements, and (iii) as applicable, the date by which Partner intends to complete such actions and cure the noncompliance.

If the facility ceases to service Medi-Cal eligible individuals in accordance with this Agreement prior to the end of the Useful Life, Partner shall provide the Alliance with at least ninety (90) days advance notice prior to the date upon which the facility ceases to service Medi-Cal eligible individuals. In the event that the Partner ceases using the facility to serve Medi-Cal eligible individuals as required under this Agreement or reduces the availability of units for Medi-Cal eligible individuals below the required Minimum Medi-Cal Occupancy, Partner shall pay to the Alliance a prorated portion of the Award amount, as follows:

i. Less than Three Years. If Partner maintains the Minimum Medi-Cal Occupancy standard for less than three years after receipt of the final payment, Partner shall pay the Alliance an amount equal to 80% of the Award amount.

ii. Less than Five Years. If Partner maintains the Minimum Medi-Cal Occupancy standard for three or more but less than five years after receipt of the final payment, Partner shall pay the Alliance an amount equal to 50% of the Award amount.

iii. Less than Seven Years. If Partner maintains the Minimum Medi-Cal Occupancy standard for five or more but less than seven years after receipt of the final payment, Partner shall pay the Alliance an amount equal to 20% of the Award amount.

iv. Less than Ten Years. Partner maintains the Minimum Medi-Cal Occupancy standard for seven or more but less than ten years after receipt of the final payment, Partner shall pay the Alliance an amount equal to 10% of the Award amount.

v. Waiver of Repayment Obligation. In the event that Partner fails to maintain the Minimum Medi-Cal Occupancy standard or fails to continue using the facility for the benefit of Medi-Cal eligible individuals during the Useful Life, the Alliance may waive all or some of Partner's repayment obligation if the Alliance determines, in its sole discretion, that such failure is attributable to circumstances that are beyond Partner's control.

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vi. Serving Medi-Cal Eligible Individuals at a Different Facility. The Alliance may waive Partner's repayment obligation if Partner ceases to occupy the facility but continues to make the same number of Minimum Medi-Cal Occupancy units available to Medi-Cal eligible individuals without interruption at a different facility that has at least the capacity as the facility for which Partner has received an Award hereunder, and that is within the service area of the Alliance (i.e., the Counties of Mariposa, Merced, Monterey, San Benito, and Santa Cruz).

vii. Operation of Facility by Third Party. If Partner sells the facility or leases or subleases the facility to a third party or enters into any transaction through which Partner no longer owns or leases or has responsibility for and control of the operation of the facility as contemplated herein, Partner shall pay to the Alliance the applicable prorated amounts set forth in this Section 21 unless such third party agrees in writing to, and is deemed by the Alliance, in its sole discretion to be qualified to continue serving Medi-Cal eligible individuals at Minimum Medi-Cal Occupancy levels under the same terms and conditions that Partner has agreed to as set forth herein. Partner shall provide the Alliance with at least ninety (90) days' advance notice of a transaction described herein.

d. Useful Life Extenuating Circumstances. Partner represents and warrants that, based on its reasonable best efforts estimates as of the Effective Date, Partner has secured sufficient enforceable funding commitments to perform its obligations as set forth in this Agreement and SOW. The Alliance understands, however, that such funds may later prove to be insufficient to cover the Project's Useful Life operational costs due to future circumstances beyond Partner's control, such as costs related to natural disasters and/or government-declared emergencies, State and Federal budget cuts which reduce the availability of Medi-Cal reimbursements for the Project's onsite medical and/or social supportive services, and changes in applicable laws, regulations, or other governmental restrictions.

Should Partner fail to meet the Minimum Medi-Cal Occupancy standard during the Useful Life due to future circumstances beyond Partner's control, the Alliance agrees that prior to exercising its recoupment rights for such noncompliance, the Alliance will first attempt to negotiate with Partner in good faith for a period not to exceed ninety (90) calendar days (which the Alliance may extend in its sole discretion), with a view toward finding an alternative solution that supports the Project's purpose under this Agreement, provided that:

i. The Alliance determines that Partner's failure to maintain the Useful Life requirement was the direct result of circumstances beyond Partner's control and despite Partner's continual best efforts to fulfill the Minimum Medi-Cal Occupancy requirement;

ii. Partner demonstrates to the Alliance's satisfaction that Partner has made best efforts to leverage local, state, federal, and philanthropic funding to prevent and fill any funding gaps preventing Partner from meeting the Minimum Medi-Cal Occupancy standard, and that such best efforts were ultimately unsuccessful;

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iii. Partner must cure the Minimum Medi-Cal Occupancy deficiency within the ninety (90) calendar day negotiation period unless otherwise agreed upon in writing by the parties during such ninety (90) calendar day period;

iv. The ten-year Useful Life period is extended by at least the same period of time Partner requires to cure such noncompliance with the Minimum Medi-Cal Occupancy standard.

In the event that the parties agree to an alternative solution during the ninety (90) calendar day negotiation period, the parties shall promptly modify the terms of this Agreement accordingly.

Notwithstanding anything to the contrary, the Alliance may waive any noncompliance with the Minimum Medi-Cal Occupancy requirements in the Alliance's sole and absolute discretion if the Alliance deems that it is in the public interest and advances the Alliance's mission.

22. Notices. All notices required or permitted by this Agreement shall be in writing and may be delivered in person or may be sent by registered or certified mail, return receipt requested, or U.S. Postal Service Express Mail, with postage prepaid, or by Federal Express or other overnight courier that guarantees next day delivery. Unless otherwise stated in the SOW, notices shall be sent to the address of the receiving party's principal place of business. Either party may change the address for notice by giving written notice to the other party. Changes to either party's notice address or Liaison shall not require an amendment to this Agreement.

23. Taxes. Partner shall pay to the appropriate governmental authority, as and when due, any and all taxes, fees, assessments or other governmental charges, including possessory interest taxes and California sales and use taxes, levied upon or in connection with this Agreement, the Project, the Award, or any of the activities contemplated by this Agreement.

24. Compliance with Services Agreement. If Partner is a party to any other agreement(s) with the Alliance, Partner shall comply with all of the requirements in such agreement(s), including any nondiscrimination provisions.

25. Use of Subcontractors. As between Alliance and Partner, Partner shall be responsible for the acts, defaults and omissions of any subcontractor or its agents or employees as fully as if they were the acts, defaults or omissions of Partner. Partner shall ensure that its subcontractors comply with all of the terms of this Agreement, insofar as they apply to the subcontracted portion of the Project. All references herein to duties and obligations of Partner shall be deemed to pertain also to all subcontractors to the extent applicable. A breach by any subcontractor shall be deemed to be a breach hereunder. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and Alliance. Each subcontract shall incorporate all of the terms of this Agreement to the extent they apply to the subcontracted portion of the Project. Without limiting the scope of the foregoing, Partner shall ensure that each subcontract shall provide the Alliance, the audit and inspection rights set forth herein.

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Upon the request of Alliance, Partner shall promptly furnish to the Alliance true and correct copies of each subcontract permitted hereunder.

26. Liability of Alliance. THE ALLIANCE'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE AWARD. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL THE ALLIANCE BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PROJECT PERFORMED IN CONNECTION WITH THIS AGREEMENT.

27. Indemnification. Partner, at its own expense, agrees to defend, indemnify, and hold harmless the Alliance and the Alliance's affiliates, subsidiaries, directors, officers, employees, representatives, and agents from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees), damages, claims, suits, and/or demands (including, without limitation, those based on the injury to or death of any person or damage to property), directly or indirectly arising out of, or resulting from, (i) any act or omission of Partner related to any of its obligations performed hereunder, (ii) any breach of Partner's representations or warranties set forth in this Agreement, and/or (iii) any actual or alleged infringement, misappropriation, or other violation of any third-party rights or any laws or regulations relating to Partner's performance of its obligations under this Agreement.

28. Debarment and Suspension Certification. Partner hereby certifies that neither it nor any of its principals, owners, employees or subcontractors (a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in a covered transaction by any federal department or agency, or is excluded as the result of state or federal action from participation in any federally-funded health care program; (b) has within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against it or them for (i) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, (ii) violation of federal or state antitrust statutes or (iii) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause (b) above; or (d) has within a three-year period preceding this Agreement had one or more public transaction (federal, state or local) terminated for cause or default. (The terms "covered transaction", "debarred", "suspended", "ineligible" and "voluntarily excluded" have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.) Partner shall provide immediate written notice to the Alliance if at any time the foregoing certification becomes erroneous. Upon the request of the Alliance at any time during the term of this Agreement, Partner shall update and reissue such certification. Partner further agrees that it will obtain from all subcontractors to whom Partner subcontracts any portion of the Services, if any, such subcontractor's written certification of, and agreement to, the matters set forth in this paragraph, in a form acceptable to the Alliance.

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29. Insurance. At all times during the Term and for such period of time thereafter as required for Partner to maintain Insurance Coverage with respect to all of the Services performed hereunder and all of Partner's (and its employees') acts and omissions in connection with this Agreement, Partner shall maintain in full force and effect the following types of insurance to insure against risks or liability (collectively, "Insurance Coverage"):

    a. Commercial General Liability Insurance, including premises liability, products liability (if products are being provided), completed operations coverage, and contractual liability, with minimum limits of $1,000,000 per occurrence, $2,000,000 policy aggregate, including bodily injury (including death) and property damage, covering all of Partner's operations under this Agreement (which insurance shall be provided on an "occurrence" form).

    b. Commercial Automobile Liability Insurance, with minimum limits of $1,000,000 per occurrence, combined single limit, for bodily injury (including death) and property damage, covering all owned, non-owned and hired automobiles.

    c. Workers' Compensation, with minimum limits as required by law, and Employer's Liability insurance (if applicable) with the following minimum limits: (1) Bodily Injury by accident: $1,000,000 each accident; (2) Bodily Injury by disease: $1,000,000 each employee; and (3) Bodily Injury by disease: $1,000,000 policy limit.

    If, in any of the foregoing cases, Partner has procured a claims-made based policy (or policies) and such policy (or policies) are cancelled or not renewed, Partner agrees to exercise any option contained in said policy (or policies), or otherwise obtain tail coverage, that extends the reporting period for a period of at least four (4) years after the termination or expiration of this Agreement.

    None of the foregoing requirements as to the type and limits of insurance to be maintained by Partner are intended to and should not be construed as limiting in any manner Partner's obligations under this Agreement.

    Each of Partner's insurance policies shall: (i) be issued by companies that have an A. M. Best rating of not less than "A-", and are in a size category which is not lower than "VIII"; (ii) be primary and noncontributory with any of the Alliance's insurance; (iii) add the Alliance as an additional insured (except workers compensation and errors and omissions coverages); and (iv) not be cancelled or non-renewed except upon at least thirty (30) days' prior written notice to the Alliance. Upon or prior to the full execution of this Agreement, and upon expiration or renewal of any required certificate or endorsement, Partner shall provide to the Alliance certificates evidencing all insurance and endorsements required by this Section 29. Certificates and endorsements shall be submitted electronically to: COI@ccah-alliance.org. Notwithstanding anything else, if Partner fails to so provide the Alliance with any such certificates, the Alliance may withhold payment of any amounts that are otherwise due to Partner until up to thirty (30) calendar days after such certificates are provided to the Alliance, and/or terminate this Agreement immediately upon notice.

30. Conflict of Interest. Partner hereby certifies that it has read and is aware of the provisions of California Government Code Section 1090 et seq., the California Political Reform Act

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(California Government Code Section 81000 et seq.), and Title 22 California Code of Regulations (CCR) Section 53600 relating to conflict of interest of public officers and employees. Partner agrees that it is unaware of any financial or economic interest of any public officer or employee of the Alliance relating to this Agreement. Notwithstanding any other provision of this Agreement, it is further understood and agreed that if such financial interest does exist at the inception of this Agreement, the Alliance may immediately terminate this Agreement by giving written notice thereof.

31. Equitable Remedies. Partner acknowledges and agrees that the Alliance may suffer immediate, irreparable harm in the event Partner fails to comply with its obligations under this Agreement, and monetary damages may be inadequate to compensate the Alliance for such breach. Partner agrees that the Alliance will be entitled to seek a judicial temporary restraining order, preliminary injunction, or other equitable relief against Partner (without the requirement of posting a bond or other form of security) to enforce the terms of this Agreement.

32. Arbitration. Any controversy, dispute or claim of whatever nature and irrespective of the facts or circumstances or the legal theories advanced shall be resolved by binding arbitration at the request of either Party. A single neutral arbitrator shall be appointed. The arbitration shall be administered by JAMS and in accordance with the JAMS Comprehensive Arbitration Rules and Procedures. Such arbitration shall occur in Santa Cruz, California. The arbitrator shall apply California substantive law and federal substantive law where state law is preempted. The Federal Arbitration Act, 9 U.S.C. § 1-16, shall also apply. The arbitrator shall prepare in writing and provide to the Parties an award including factual findings and the legal reasons on which the award is based. The arbitrator may award compensatory damages as permitted by law, but exemplary or punitive damages shall not be awarded. The Parties shall divide equally the cost of the arbitration, including, but not limited to the arbitrator's fee and any related administrative fees and charges. The Parties shall each bear their respective attorneys' fees and costs incurred in the arbitration. The arbitration and any information obtained in connection with this Agreement or through discovery as set forth in this Section 32 shall be confidential and neither the Parties nor the arbitrator may disclose such information to third parties without the written consent of the Parties, except that the Parties may disclose such information as necessary to seek confirmation of the arbitration award, to enforce any judgment entered on account of the award or as otherwise is required by law; however, the Parties may make such disclosure as is necessary to their respective auditors, accountants, attorneys and insurers.

33. Independent Partners. The parties hereto are independent contractors and neither the Alliance nor Partner is an agent or employee of the other.

34. Taxpayer Identification Number and Certification. Upon execution of this Agreement, Partner shall complete and deliver to the Alliance the IRS Form W-9, Request for Taxpayer Identification and Certification.

35. Time is of the Essence. Time is of the essence with respect to Partner's performance of the Services and delivery of the Deliverables. FAILURE TO SATISFY ANY ONE OF THE PERFORMANCE MILESTONES WILL CONSTITUTE A BREACH OF THIS AGREEMENT AND ENTITLES THE ALLIANCE TO MANDATE THE PARTNER TO RETURN TO THE ALLIANCE ANY AWARD FUNDS DISBURSED; IN ANY SUCH

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INSTANCE, THE ALLIANCE MAY ALSO CANCEL THIS AGREEMENT WITHOUT OWING ANY DAMAGES OR OTHER PAYMENT TO PARTNER.

36. Governing Law. This Agreement shall be governed and interpreted in accordance with the laws of the State of California without regard to the conflicts of law provisions thereof that would require the application of the laws of any other state.

37. Severability. Except as explicitly stated otherwise in this Agreement, if any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

38. Waiver. No terms or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed by the waiving party. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

39. Assignment. This Agreement shall not be assigned by the Partner either in whole or in part, unless otherwise agreed upon in writing.

40. Successors; No Third-Party Beneficiaries. The terms of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. Nothing in this Agreement, whether express or implied, shall be construed to give any person or entity any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein.

41. Order of Precedence. In the event of any express and unequivocal conflict or inconsistency between the provisions of any SOW and the provisions of this Agreement, the provisions of this Agreement will govern and control.

42. Entire Agreement. This Agreement shall supersede any prior oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may not be amended or modified, except in writing signed by both parties.

43. Counterparts. This Agreement may be executed in separate counterparts, each of which shall be deemed to be an original, and all of which taken together constitute one and the same instrument. Telecopied or scanned signatures will be deemed to have the same effect as an original.

44. Guaranty. Partner hereby guarantees to the Alliance, for the benefit of Partner, the due and proper performance of this Agreement and all obligations, liabilities, and covenants of Partner set forth in this Agreement, including Useful Life obligations, and any modification or addition to this Agreement. Partner hereby waives any defenses to enforcement of the Alliance's guarantee rights it may now or later have by reason of (a) any determination that this Agreement or any portion thereof is invalid or unenforceability; (b) any change in the time,

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place, or manner of the performance of this Agreement or Project; (c) any failure of the Alliance to enforce any of the provisions of the Agreement; (d) any change or restructuring of the corporate structure, ownership or existence of Partner; (e) any bankruptcy, insolvency, liquidation, reorganization, or dissolution of affecting the Partner or its assets or any resulting restructuring, release or discharge of this Agreement or any of Partner's obligations hereunder; or (e) any other circumstance (including, without limitation, any statute of limitations), act, omission or manner of administering this Agreement or any existence of or reliance on any representation by the Alliance or Partner.

The parties are concurrently executing this Agreement, and the SOW attached as Exhibit 1 and fully incorporated herein, both effective upon final signature ("Effective Date").

[*signatures appear on following page*]

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Partner:

County of Monterey

DocuSigned by:
By: Deborah Paolinelli
DECFE819B75E478...
Print Name: Deborah Paolinelli
Title: Assistant County Administrative Officer
Date Signed: 9/29/2025 | 9:36 AM PDT

Alliance:

Santa Cruz-Monterey-Merced-San Benito-Mariposa Managed Medical Care Commission, operating as Central California Alliance for Health

By: Michael Schrader
Print Name: Michael Schrader
Title: CEO
Date Signed: 09/30/2025 | 9:58 AM PDT

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EXHIBIT 1
STATEMENT OF WORK
ALLIANCE HOUSING FUND AWARD

This Statement of Work ("SOW") is entered into pursuant to, and is governed by, that certain Letter of Agreement ("Agreement") concurrently executed between Santa Cruz-Monterey-Merced-San Benito-Mariposa Managed Medical Care Commission, operating as Central California Alliance for Health (the "Alliance"), having a principal place of business at 1600 Green Hills Road, Suite 101, Scotts Valley, CA 95066-4981, and County of Monterey ("Partner"), having a principal place of business at 168 West Alisal Street, Salinas, CA 93901.

This SOW is fully incorporated into the Agreement and sets forth additional terms and conditions that apply to Partner's receipt of the Alliance Housing Fund Award described below. Any individual reference to the "Agreement" or "SOW" shall be deemed to include the terms of both the Agreement and SOW.

Project:	Recurso de Fuerza Low Barrier Navigation Center ("Project")"
Award Letter Date:	September 17, 2025
Partner Name:	County of Monterey
Partner's Liaison:	Roxanne Wilson
Award:	The actual amount of the Alliance Housing Fund funds awarded to Partner shall be determined commensurate with Partner's achievement of the Project Milestones below and contingent upon Partner's compliance with the terms of the Agreement in which this SOW is incorporated ("Award").
Maximum Award:	The Award amount shall not exceed **$1,228,961.00** ("Maximum Award")
Purpose of Project:	To support the Project as described in this Agreement and the revised Letter of Intent dated September 17, 2025, that is or will be located at 118 1st Street, Watsonville, CA 95076, and to provide services to Medi-Cal eligible individuals currently experiencing homelessness.
Minimum Medi-Cal Eligible Individuals Preference Threshold Requirement:	Partner must restrict occupancy for at least 80% of the Project's total units (27 of 34 units) to Medi-Cal eligible individuals ("Minimum Medi-Cal Occupancy").

A. **PAYMENT PRECONDITIONS:** The Alliance will not disburse any Award payments until this Agreement, including this SOW, has been fully executed and the Alliance has approved a Project Plan, as described below, and all required supporting documents. The Partner shall

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append applicable supporting documents to the Project Plan, all in form and substance acceptable to the Alliance. To ensure Project feasibility and financial sustainability, Partner must fulfill the payment preconditions below and provide documentation for review in accordance with the terms of this Agreement and SOW before receiving any Award funds. All other funds necessary to complete the full Project costs, including any pre-development, development, and post-development activities described in this Agreement and SOW must be committed as a condition precedent to receiving Award funds. It is mutually agreed that if the Partner does not appropriate sufficient funds to cover the full Project costs, the Alliance may immediately terminate the Agreement, and the Alliance shall have no liability to pay any Award funds whatsoever or to furnish any other considerations to Partner. Such termination will not limit any other remedies that may be available to the Alliance under this Agreement, at law, or in equity.

1. **Project-Specific Contingencies**: None

2. **Funding Sources**: Partner will satisfy its obligation to cover the costs of the Project's development, operations, and services as set forth in this Agreement by leveraging funding commitments, or other reasonable funding assurances, from other funding sources. Partner agrees that the Award is contingent upon Partner securing funding from such sources to cover the total cost of completing the Project and fulfilling Partner's obligations under the Agreement, including the Useful Life requirement. The Alliance's obligation to make any disbursements of Award funds to Partner is subject at all times to Partner's ongoing demonstration of its ability to cover the costs of the Project. Partner must list all funding sources below (both private and public) with each funding source's full legal name, the funding dollar amount(s), and timing of funding availability. Partner represents that Partner has secured funding for the Project as follows:

    a. Non-Alliance funding sources secured by Partner:
        1. Encampment Resolution Funding - $5,034,591.00 (Construction & Site Development Only)
        2. Encampment Resolution Funding - $2,571,460.00 (Services and Operations Only)

    i. Other financial support: None

Partner must fulfill the above payment preconditions and provide documentation for review in accordance with the terms in this Agreement and Section B and C of this SOW to ensure project feasibility and financial sustainability. All funds necessary to complete the full Project costs, including the development and post-development activities described in the Agreement and this SOW, must be timely committed as set forth in this Agreement. It is mutually agreed that if the Partner does not appropriate sufficient funds to cover the full Project costs, the Alliance may immediately terminate the Agreement, and the Alliance shall have no liability to pay any Award funds whatsoever or to furnish any other considerations to Partner. Such termination will not limit any other remedies that may be available to the Alliance under this Agreement, at law, or in equity.

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B. PROJECT PLAN: For purposes of this Agreement, "Project Plan" shall mean a clear, precise, and detailed implementation schedule with an itemized budget for the Project, including a description of the work to be performed under each Milestone, corresponding completion dates, and corresponding costs. The Project Plan must include all uses of funds (ex., acquisition costs, site preparation and infrastructure costs, rehabilitation/or construction costs, financing costs, professional fees, developer fees, and other soft costs) associated with the Project. Partner shall prepare and submit a proposed Project Plan to the Alliance for approval in accordance with the Phase 1 Milestones below. The Project Plan must include documentation in a form satisfactory to the Alliance evidencing the firm commitments of the Funding Sources listed above with all applicable terms and conditions. Examples of satisfactory forms of documentation include:

a. Final loan approval letters;
b. Bank statement demonstrating reserves earmarked for the Project;
c. Tax credit award letters;
d. Binding Grant award letters;
e. If the applicant is a partnership or limited liability corporation, a copy of the partnership agreement or operating agreement, which will indicate the cash contributions by the partner(s) or member(s);
f. If equity is committed by the developer or owner(s), evidence of available equity funds; and
g. Board resolution documenting committed funding

The Alliance shall have ten (10) business days to review and, in its discretion, approve or raise objections to the proposed Project Plan. If the Alliance raises any such objections, Partner shall have three (3) business days to revise and resubmit a proposed Project Plan. The Alliance shall have no obligation to disburse any Award funds unless and until Partner submits a Project Plan acceptable to the Alliance. Upon acceptance, the Project Plan shall automatically become incorporated into and form an essential part of this Agreement, and the Award shall be conditioned upon Partner's adherence to the deliverables schedule under the approved Project Plan.

Partner must promptly notify the Alliance of any unexpected delays and challenges that are likely to have a material adverse impact on Partner's ability to complete the Project in a manner consistent with the approved Project Plan, such as weather, strikes, differing site conditions, price increases in construction materials, and other events beyond Partner's control. Partner must obtain written approval from the Alliance prior to making any material changes to the Project Plan. Minor variances in Project Plan budget line items shall not be considered material unless total Project expenditures would exceed the total budget amount or result in significant delays. Changes to the Project Plan requiring the Alliance's prior approval will not be effective unless and until approved in writing by the Alliance. Changes approved by the Alliance will not necessitate an amendment of this Agreement.

C. PROJECT MILESTONES: In order to maintain continued eligibility to receive the Award funds hereunder, Partner must meet the following Project milestones (each, a "Milestone"):

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1. **Phase One.**
    a. Phase One Milestones:
        i. Confirm acquisition process.
        i. Obtain design plans.
        ii. Complete construction budget.
        ii. Acquire permits from the City of Watsonville to build a 34-unit non-congregate, Low Barrier Navigation Center ("Modular Units").
            - By July 1, 2025, Partner will have received architectural plans and permits to begin construction of the Modular Units at 118 1st Street, Watsonville, CA 95076
        iii. Provide proof of signed general contractor contract.
        iv. Begin construction.
            - Construction Start Date. Partner began construction of the Project on: July 21, 2025 ("Construction Start Date").
    b. Phase One Completion Date: Within ten (10) business days of Effective Date.
    c. Deliverables: Documentation of Phase One Milestones completion, including submission of proposed Project Plan and documentation of any applicable Payment Preconditions listed in Section A of this SOW.
    d. Deliverable Due Date: Within ten (10) business days of Effective Date.
    e. Payment Percentage: 80% of Maximum Award

2. **Phase Two**
    a. Phase Two Milestones:
        i. Establish Prioritization Process for Medi-Cal Eligible Individuals. By November 30, 2025, Partner will establish a process for prioritizing Medi-Cal eligible individuals for placement. All prioritization systems must be at all times in strict accordance with all applicable federal, state, and local laws, including the U.S. Department of Housing and Urban Development's Fair Housing Act.[2] Partner shall develop Project prioritization systems as follows:
            - Non-Permanent Supportive Housing. If all or a portion of the Project is for uses other than permanent supportive housing (e.g., recuperative care and short-term post hospitalization housing), the following shall apply to such non-permanent supportive housing units:
                - Partner shall submit a proposed process of prioritization to the Alliance at least 30 days prior to implementing such process under this Agreement. Such proposal must be delivered in writing by Partner and include a detailed narrative description of the prioritization process, how such system will prioritize placement of Medi-Cal eligible individuals to meet Minimum Medi-Cal Occupancy

[2] Housing Discrimination Under the Fair Housing Act | HUD.gov / U.S. Department of Housing and Urban Development (HUD)

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requirements, and an attestation that the placement prioritization process complies with the terms of this Agreement and Medi-Cal eligibility income requirements.
    - Should Partner include a proposed process of prioritization in Partner's Phase 1 Milestone Project Plan deliverable, such system shall be considered approved under this Agreement upon the Alliance's approval of the Project Plan.

ii. Complete Construction.
- By December 31, 2025, Partner will complete the Modular Units at 118 1st Street, Watsonville, CA 95076, for the purpose of Short-Term Post-Hospitalization Housing and Recuperative Care.

iii. Obtain Certificate of Occupancy.
- By December 31, 2025, all interim supportive housing units will be fully occupied, and meet Minimum Medi-Cal Occupancy.

iv. Establish Service Availability and Best Efforts Prioritization Outcomes.
- By March 31, 2026, Partner will ensure that on-site case management services are available/provided and individual services plans are developed for all Medi-Cal eligible residents receiving case management services.

b. Phase Two Completion Date: March 31, 2026
c. Deliverables: Detailed documentation of Phase Two Milestones completion, including timely submission of reports and, as applicable, validated prioritization lists.
d. Deliverable Due Date: April 30, 2026
e. Payment Percentage: 10% of Maximum Award

3. **Post Completion; Useful Life.**
    a. Useful Life Implementation. At all times during the Useful Life (i.e., 10 years following Phase Two Completion Date), Partner shall place Medi-Cal residents as set forth in this Agreement consistent with Medi-Cal eligibility income requirements and the approved prioritization process. For this purpose, Partner agrees to provide the Alliance with an annual report which attests that Partner has maintained the Minimum Medi-Cal Occupancy requirement as set forth in this Agreement and SOW, and that Partner has continued to comply with all terms of this Agreement. Partner agrees to submit a complete and accurate report to the Alliance by March 31st of each calendar year for the Useful Life of the Project, (i.e., 10 years following Phase Two Completion Date) ("Annual Attestation"). The Annual Attestation shall be consistent with the format outlined in the Annual Attestation Template attached as Exhibit 2 to this Agreement. Partner also agrees to timely provide all information reasonably requested by the Alliance to validate Partner's Annual Attestation responses. Partner may deliver the Annual Attestation to the Alliance in the manner specified in Section 22 of the Agreement, by submission through the Alliance's online incentives portal, or by email to: pdincentives@thealliance.health with a copy to the Alliance's Liaison. If delivered by email, the Annual Attestation shall be deemed given when actually received by the Alliance. The failure of Partner to timely submit the Annual Attestation shall

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be a material breach of this Agreement. This Section shall survive termination of the Agreement.

b. Should a Medi-Cal eligible individual cease to be eligible for Medi-Cal after placement due to an increase in such individual's income or a decrease in the Medi-Cal eligibility income limits, and such change in status causes Medi-Cal eligible occupancy to fall below the Minimum Medi-Cal Occupancy, Medi-Cal eligible individuals must be given first priority for all next available units until the Minimum Medi-Cal Occupancy is reached. Partner's failure to meet the Minimum Medi-Cal Occupancy for the aforementioned reasons shall not be considered a violation of this Agreement or SOW, provided that Partner follows the foregoing procedure. This Section shall survive termination of the Agreement.
c. In the event of Partner's nonperformance of the Useful Life obligations or other breach of Partner's obligations under this Agreement, Partner shall indemnify the Alliance against all losses, damages, costs, and expenses incurred by the Alliance as a result of such breach or nonperformance by the Partner. The Alliance may proceed directly against Partner in connection with this guarantee without being required to proceed against Partner under this Agreement or to pursue or exhaust any other rights or remedies the Alliance may have against Partner or any other party.
d. Useful Life End Date: 10 Years from Phase Two Completion Date
e. Deliverables: Annual attestation.
f. Deliverable Due Date: March 31st of each calendar year during the Useful Life.

D. PROJECT DURATION: Partner shall have a period of 39 months from the Effective Date to complete all activities that were submitted for funding in the Letter of Intent approved by the Alliance on September 17, 2025, and all required reporting. Partner shall continue to house Medi-Cal eligible individuals in accordance with this Agreement for no less than the Useful Life (i.e., 10 years following Phase Two Completion Date).

E. PAYMENT SCHEDULE: Payments shall be made to Partner by the Alliance according to the schedule provided below, subject to the Alliance's receipt of all documentation reasonably required by the Alliance and Partner's compliance with all of the terms of this Agreement:

1. **Initial Payment**. The initial payment shall not exceed eighty percent (80%) of the Maximum Award amount and shall be paid within thirty (30) business days of the Alliance's actual receipt of a progress report from Partner indicating that all Phase One Milestones have been completed.

2. **Final Payment**. Final payment of twenty percent (20%) of the Maximum Award amount (or remaining balance per actual Project expenses) shall be paid within thirty (30) business days of the receipt by the Alliance of a progress report indicating that all Milestones of the Project have been completed. The progress report will include a narrative, original Project budget versus actual expenses, and verification of Project expenses incurred since the previous payment. Progress report should include documentation demonstrating that the Project is complete (e.g. certificate of occupancy).

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F. DOCUMENTATION: Partner shall provide the Alliance with such documentation as the Alliance may request to verify Partner's progress and completion of the Project Milestones as required under this SOW. Partner will submit documentation through the Alliance's online incentives portal unless otherwise requested by the Alliance. Partner shall notify the Alliance when Partner meets the Construction Start Date and Phase Two Completion Date requirements. Partner shall further provide, within thirty (30) calendar days of the Alliance's request, such progress, financial, operational, and other reports as the Alliance may from time-to-time request, in a form and substance satisfactory to the Alliance. Failure to provide requested documentation within the required time period shall be considered a material breach of this Agreement, and the Alliance may, at its discretion, terminate this Agreement for cause and recoup payment in accordance with the terms of this Agreement, and/or withhold any portion of the Award otherwise payable under this Agreement.

G. DISCRETION OF ALLIANCE: If Partner fails to meet the required Construction Start Date or the required Phase Two Completion Date and/or reporting deadlines, the Alliance shall have the discretion to withhold interim or final payments hereunder, as the case may be, and may, at its sole discretion, change or adjust any of the deadlines provided for herein, including requiring such additional documentation or changes as it shall determine to be reasonable and necessary for the completion of the Project under an alternative schedule.

H. ACTUAL COSTS: Payments shall be made for Partner's actual costs incurred and reported in accordance with this Agreement. Under no circumstances shall payment exceed the amount of the Maximum Award.

I. RELIGIOUS ACTIVITIES: Partner may not engage in inherently religious activities, such as worship, religious instruction, or proselytization as part of the Project. If Partner conducts such activities, the activities must be offered separately, in time or location, from the Project or services funded under this Agreement, and participation must be voluntary for all Project participants and residents. Partner shall not use any Award funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. In addition, Partner shall not discriminate against any potential or actual Project resident or other participant on the basis of religion or religious belief. The Award may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. Sanctuaries, chapels, or other rooms that Partner uses as its principal place of worship are ineligible for Award-funded construction or improvements.

[*signatures appear on following page*]

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The parties are concurrently executing this SOW and the Agreement, both effective upon final signature ("Effective Date").

For Partner:	**For the Alliance:**
County of Monterey	Santa Cruz-Monterey-Merced-San Benito-Mariposa Managed Medical Care Commission, operating as Central California Alliance for Health
By: DocuSigned by: Deborah Paolinelli DFCFE819B75E478...	By: Michael Schrader
Print Name: Deborah Paolinelli	Print Name: Michael Schrader
Title: Assistant County Administrative Officer	Title: CEO
Date Signed: 9/29/2025 | 9:36 AM PDT	Date Signed: 09/30/2025 | 9:58 AM PDT

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EXHIBIT 2

LETTER OF INTENT

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County of Monterey
ADMINISTRATIVE OFFICE
Sonia M. De La Rosa
COUNTY ADMINISTRATIVE OFFICER

168 West Alisal St. 3rd Floor
Salinas, CA 93901
831 755 5115
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September 17, 2025

Christy Puga, Senior Program Development Analyst
Central California Alliance for Health (Alliance)
1600 Green Hills Road, Suite 101
Scotts Valley, CA 95066-4981

Re: Alliance Housing Funding Application $1,228,961

The County of Monterey Administrative Office's Homelessness Strategies and Initiatives Division respectfully submits this revised Letter of Intent (LOI) to request consideration for a Housing Fund (Funds) award in the amount of $1,228,961 by the Central California Alliance for Health (Alliance) to provide gap funds in support of the construction of a 34-bed Low Barrier Navigation Center (LBNC) project which will provide short-term post hospitalization and recuperative care services in addition to provision of shelter, housing navigation, and supportive, wrap-around services.

This revised LOI supersedes the original LOI submitted to the Alliance on June 11, 2025, by the selected LBNC operator, Community Action Board of Santa Cruz County Inc. (CAB). The updated LOI reflects the following key revisions:

- The County of Monterey (COM) is now the designated requestor for the Funds award, as the owner of the modular units for the LBNC.
- An updated budget summary has been included.
- Details of the contract with Dignity Moves for construction and a subcontract with CAB for the LBNC FF&E (Furniture, Fixtures, and Equipment).

Project Description: The 34-bed LBNC project (Project) is a joint effort between the County of Monterey (COM) and the County of Santa Cruz (COSC), established through a Memorandum of Understanding (MOU), executed in February 2024, to humanly resolve encampments along the Pajaro River levee in anticipation of critical river levee repairs. The executed MOU between COM and COSC is attached for reference (Attachment 1).

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Due to the location of the levee, its proximity to Watsonville, and distance from any services in Monterey County, the site for the LBNC was determined to be best suited in Watsonville on property owned by Westview Presbyterian Church (WPC). The LBNC will provide shelter, recuperative care, and comprehensive service for individuals transitioning out of the encampment.

Project Funding: The project is primarily funded by an Encampment Resolution Funding Program Round Two (ERF-2-R) grant awarded to COM by the California Department of Housing and Community Development (HCD) in the amount of $8 million, supporting both construction of the 34-bed LBNC and funding up to two years of operations and service delivery. The executed ERF-2-R agreement between HCD and COM is attached for reference (Attachment 2).

Project Goals: The goal of the LBNC project is to move encampment occupants to a safe space and allow for levee repairs to begin and to provide support to connect these individuals into permanent or other supportive housing options.

Project Features: The LBNC will be constructed using HCD-certified modular units and will include:

- 28 single occupancy sleeping units
- 2 double occupancy sleeping units
- 4 ADA-compliant sleeping units
- Hygiene units (showers & restrooms), laundry, common areas, multipurpose/dining space, intake, and admin units
- Recuperative care multipurpose unit
- Outdoor amenities, a pet relief area, bike racks and storage facilities

The LBNC will implement a Housing first and trauma-informed care model, with CAB contracted as the operator via a subcontract with the Coalition of Homeless Services Providers (CHSP), Monterey and San Benito Counties Continuum of Care lead agency, utilizing ERF-2 funding provided by COM. CAB also holds a separate agreement with CHSP to utilize Homeless Housing, Assistance and Prevention (HHAP) funding for interim sheltering services for this project. The executed LBNC operations and services subcontract between CHSP and CAB is attached for reference (Attachment 3).

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Property Ownership and Lease Agreement with WPC: Upon completion of construction, the modular units will be owned by COM until June 30, 2026, when there will be a transfer of the LBNC to COSC on July 1, 2026, per the MOU between the Counties. The land where the LBNC will be constructed is owned by WPC, located at 118 First Street, Watsonville, CA and will be leased to CAB for a three-year term lease. WPC intends to renew the lease in the event there is a transfer of ownership of the modular units from the COM to the COSC. The executed Lease Agreement between CAB and WPC is attached for reference (Attachment 4).

Construction Contract with DignityMoves: COM has entered a partnership with DignityMoves, the development management agency to coordinate and manage the construction and site infrastructure for the LBNC. Through a subcontract, COM will administer the Housing Fund award toward Dignity Moves' estimated construction budget of $6,122,666 for the construction portion of the project, which is also financially supported by COM's funding award from an Encampment Resolution Funding grant in the amount of $5,034,591. The executed Development Management Agreement for the site development and construction of the LBNC between COM and DignityMoves is attached for reference (Attachment 5).

Operations Subcontract with CHSP/CAB: COM entered a partnership with CHSP to select and subcontract with CAB to serve as the LBNC Operator until the transfer of the LBNC to COSC. Through the CHSP subcontract with CAB, COM will administer the Housing Fund award toward FF&E expenditures for the LBNC, which is also financially supported by COM's funding award from an Encampment Resolution Funding grant in the amount of $2,571,460. The executed Agreement for the selection of the LBNC Operator between COM and The Coalition of Homeless Services Providers is attached for reference (Attachment 6).

Updated Budget Summary: The Funds request focusing on capital and site readiness needs a total $1,228,961 and includes partial payment toward the LBNC construction and FF&E expenditures.

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Anticipated Timeline:

Milestone	Timeline
Permitting, personnel recruitment, and contract negotiations	August 2024 to July 2025
Finalize permits and commence construction	July 2025
Construction Start Date	July 21, 2025
Delivery of Modular Units to Property Site	July to August 2025
Completion of construction of LBNC	November 2025
CAB site access and setup	November to December 2025
Ramp up to full capacity	December 2025 to March 2026
LBNC ownership transition from COM to COSC	July 1, 2026

The County of Monterey is grateful for CCAH's continued support and partnership in addressing regional homelessness. We believe this 34-bed LBNC represents a transformative project for a vulnerable population and aligns closely with the Alliance's mission to support the health and well-being of our communities.

We respectfully request your favorable consideration of this revised LOI.

Sincerely,

Signed by:
82F8AC3D92A48F

Roxanne Wilson
Director, Homeless Services
County of Monterey Administrative Office
Division of Homelessness Strategies and Initiatives

Attachments: MOU between COM and COSC (1)

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ERF-2-R Grant Agreement between HCD and COM (2)
Services Contract between CHSP and CAB (3)
Lease between WPC and CAB (4)
Development Management Agreement between COM and DignityMoves (5)
Contract for LBNC service provider selection between COM and CHSP (6)

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EXHIBIT 3

ANNUAL ATTESTATION TEMPLATE FOR

CENTRAL CALIFORNIA ALLIANCE FOR HEALTH HOUSING FUND

This Annual Attestation applies to Partner's receipt of Housing Fund Award funds under the Letter of Agreement referenced below between Partner and the Santa Cruz-Monterey-Merced-San Benito-Mariposa Managed Medical Care Commission, operating as Central California Alliance for Health, ("Alliance"), having a principal place of business at 1600 Green Hills Road, Suite 101, Scotts Valley, CA 95066-4981.

Partner must accurately complete and submit this Annual Attestation to the Alliance by March 31st of each calendar year for the Useful Life of the Project, as further set forth in the Letter of Agreement.

Partner may deliver this Annual Attestation to the Alliance Liaison by any of the following: by submission in the Alliance's online incentives portal, in person, by registered or certified mail, return receipt requested, or U.S. Postal Service Express Mail, with postage prepaid, by Federal Express, other overnight courier that guarantees next day delivery, or by email to: pdincentives@thealliance.health. If delivered by email, the Annual Attestation shall be deemed given when confirmed actually received by the Alliance.

Project:	Recursos de Fuerza, a Low Barrier Navigation Center ("Project")
Letter of Agreement Effective Date:	09/30/2025 | 9:58 AM PDT
Partner Name:	County of Monterey
Minimum Medi-Cal Eligible Individuals Preference Threshold Requirement:	Partner must restrict occupancy for at least 80% of the Project's total units (27 of 34 units) to Medi-Cal eligible individuals ("Minimum Medi-Cal Occupancy").

Requirement Type	Description of Requirement	Partner Response
Minimum Medi-Cal Occupancy	Partner must restrict occupancy for at least the Minimum Medi-Cal Occupancy levels specified above. Please confirm Partner has maintained Minimum Medi-Cal Occupancy. If Partner failed to meet Minimum Medi-Cal Occupancy levels, please provide good faith estimate of	□ Yes. □ No. If "No," please explain:

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	occupancy by Medi-Cal eligible individuals during the reporting year and narrative explanation of Partner's failure to meet requirement. • Project is for Recuperative Care or Short-Term Post-Hospitalization Housing, minimum threshold is based on number of stays by Medi-Cal eligible individuals out of total stays.	
Prioritization Process	Current prioritization process. Please confirm use of approved prioritization process. If Partner is currently using a prioritization process other than the process approved by the Alliance, please provide narrative description of current process and how process complies with Medi-Cal eligibility income requirements in alignment with the Letter of Agreement.	□ Yes □ No. If "No," please explain:

By signing the below, Partner attests that the information above is true and correct, that Partner has continued to act in compliance with the Letter of Agreement, and that the Project facilities have continued to operate in alignment with the Letter of Agreement. Partner shall provide all information reasonably requested by the Alliance to validate the above information or to support any response to any government audits or inquiries related to the Letter of Agreement.

Partner:

By: _____

Print Name: _____

Title: _____

Date Signed: _____

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 Glenn Church to:

Adopt Resolution No.: 25-361 ; Agreement No.: A-17493
a. Approve and authorize the County Administrative Officer or designee, to accept a maximum award of $1,228,961 from the Central California Alliance for Health in partial support of the construction and site development of the 34-bed low barrier navigation center to be located at 118 First Street, Watsonville, California 95076, that will provide temporary living facilities to individuals experiencing homelessness in the Pajaro River area; and
b. Approval and authorize the County Administrative Officer or designee to execute a non-standard Agreement in the amount of $1,228,961 with the Central California Alliance for Health for partial support of the construction and development a 34-bed low barrier navigation center, for the term effective upon execution and expiring 39 months thereafter; and
c. Approve the recommendation of the County Administrative Officer to accept all non-standard provisions in the Agreement; and
d. Adopt a resolution to authorize and direct the Auditor-Controller to increase appropriations and estimated revenues by $1,228,961, to amend the Fiscal Year 2025-26 Adopted Budget for the County Administrative Office Homelessness Strategies and Initiatives Division (001-1050-CAO004-8598) financed by grant revenues from the Central California Alliance for Health to provide partial payment towards the construction and site development of a 34-bed non-congregate, low barrier navigation center located in Watsonville, California (4/5th vote required).

PASSED AND ADOPTED on this 23rd day of September 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 September 23, 2025.

Dated: September 26, 2025
File ID: RES 25-139
Agenda Item No.: 44

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

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

Before the Board of Supervisors
County of Monterey, State of California

Resolution No.: 25-361

Adopt a Resolution to:)
To authorize the Auditor-Controller to amend)
the Fiscal Year 2025-26 Adopted Budget for)
the County Administrative Office)
Homelessness Strategies and Initiatives)
Division (001-1050-CAO004-8598) to)
increase appropriations and estimated)
revenues by $1,228,961, financed by grant)
revenues from the Central California)
Alliance for Health, to provide partial)
payment for the development and)
construction of 34-bed low barrier, non-)
congregate navigation center located at 118)
First Street, Watsonville, California 95076)
(4/5th vote required).

RECITALS:

WHEREAS, the County Administrative Office Homelessness Strategies and Initiatives Division (County) received a Housing Fund award on September 17, 2025, from the Central California Alliance for Health in the amount of $1,228,961 to provide partial support for the construction and furnishing of a 34-bed Low Barrier Navigation Center (LBNC) located at 118 First Street, Watsonville, California 95076, with an estimated total construction budget of $6,122,666; and

WHEREAS, the LBNC is a key component of a multi-jurisdictional partnership between the County and the County of Santa Cruz for the public purpose of providing interim housing to individuals experiencing homelessness in the Pajaro River area within the jurisdictional boundaries of the Counties of Monterey and Santa Cruz and the City of Watsonville; and

WHEREAS, the County and County of Santa Cruz executed a Memorandum of Understanding on February 27, 2024 to define the roles and responsibilities for management, oversight, and terms of a potential transfer of ownership of the LBNC upon expiration of the ERF grant term; and

WHEREAS, construction of the LBNC commenced on July 21, 2025 under a subrecipient agreement with DignityMoves, funded primarily by an Encampment Resolution Funding grant; and

WHEREAS, upon completion of construction, the LBNC will provide participants with access to safe shelter, supportive services, housing navigation, and recuperative and/or short-term post hospitalization care delivered by the selected LBNC services operator, Community Action Board of Santa Cruz County Inc., funded primarily by an Encampment Resolution Funding grant.

NOW, THEREFORE, BE IT RESOLVED THAT, the County of Monterey Board of Supervisors hereby:

To authorize the Auditor-Controller to amend the Fiscal Year 2025-26 Adopted Budget for the County Administrative Office Homelessness Strategies and Initiatives Division (001-1050-CAO004-8598) to increase appropriations and estimated revenues by $1,228,961, financed by grant revenues from the Central California Alliance for Health, to provide partial payment for the development and construction of 34-bed low barrier, non-congregate navigation center located at 118 First Street, Watsonville, California 95076 (4/5th vote required).

PASSED AND ADOPTED on this 23rd day of September 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 on September 23, 2025.

Dated: September 26, 2025
File ID: RES 25-139
Agenda Item No. 44

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

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

September 17, 2025

Roxanne Wilson
Director, Homeless Services
County of Monterey Administrative Office
Division of Homelessness Strategies and Initiatives

CC: MariaElena de la Garza
Chief Executive Officer
Community Action Board of Santa Cruz County, Inc.

Dear Ms. Wilson:

On behalf of the Central California Alliance for Health ("Alliance"), it is my pleasure to inform the County of Monterey that, after careful consideration, your request for funding under the Alliance's Housing Fund dated September 17, 2025 to build a 34-bed Low Barrier Navigation Center on Westview Presbyterian Church's property at 118 First Street, Watsonville, CA ("LBNC Project") has been approved in the amount of $1,228,961.00. We understand that the the County of Monterey and the original funding applicant for the LBNC Project, Community Action Board of Santa Cruz County, Inc. ("CAB"), are requesting that the County of Monterey shall take the place of CAB as the LBNC Project's funding applicant. Accordingly, this award replaces and supecedes any previous Alliance Housing Fund award to CAB in connection with the Letter of Interest submitted by CAB dated June 11, 2025, and all other prior dealings between the Alliance and CAB or Monterey County regarding the LBNC Project.

This award is conditioned upon execution of a definitive Letter of Agreement, a copy of which is enclosed. Please review the Letter of Agreement very carefully, including the reporting requirements. The award funds will be distributed based upon the Letter of Agreement's final terms and payment schedule. Once your Letter of Agreement is fully executed, you will receive a confirmation email from the Alliance with details regarding your follow up forms that will be available in the online awards portal ("Portal"). The Portal is a web-based platform where Housing Fund awardees will have access to view award documentation, review payment information and installment details, and complete and submit any required reports. You will also receive an Awardee Checklist outlining the key steps for Alliance Housing Fund awards.

Please note that although the Alliance is currently reserving the above award amount for the LBNC Project, unless and until a definitive Letter of Agreement is executed between the Alliance and County of Monterey, the award may be withdrawn or revoked. If County of Monterey and the Alliance cannot agree on the terms of the Letter of Agreement after one month of good faith negotiation, the Alliance may choose to withdraw the award from County of Monterey and reallocate the funds to other projects. You will have a period of up to nine (9) months from the date of execution of the Letter of Agreement to begin construction of the LBNC Project. Please be sure to partner with us on any press release, construction signage or other recognition of the Alliance's contribution to the LBNC Project prior to making any such announcement. Once your Letter of Agreement is in place, please refer to the Alliance Funded Partners Brand Toolkit for instruction on the permitted visual presentation, form, and manner in which the Alliance's name and logos should be used in promotional activities: https://brandfolder.com/alliance/funded-partners-brand-toolkit.

If you have any questions, please do not hesitate to reach out to our team at pdincentives@thealliance.health. We are proud to partner with you to expand permanent supporting housing opportunities across the Alliance's service areas.

Sincerely,

Shannon Carini

Shannon Carini
Asociate Counsel

On behalf of and Acting on Authority of
Jessica Finney
Community Grants Director

Introduced: 1/21/2026

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 December 31, 2025.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
Receive and accept the Treasurer's Report of Investments for the quarter ending December 31, 2025.

SUMMARY:
Pursuant to Government Code Section 53646(b)(1), the Treasurer may submit a quarterly report of investment activities to the Board of Supervisors. The following discussion and attached exhibits summarize economic and market conditions and document investment activity for the period from October 1 through December 31, 2025.

DISCUSSION:
The U.S. economy continues to demonstrate overall resilience, supported by solid consumer and business spending and more stable trade conditions. However, the recent government shutdown has complicated economic analysis by limiting the availability of certain key data. Inflation measures may be understated due to data collection disruptions and technical adjustments, while labor market indicators suggest modest softening, with the unemployment rate trending upward and net job growth near zero.

In response to evolving economic conditions, the Federal Reserve reduced the federal funds target rate by 50 basis points during the fourth quarter, establishing a target range of 3.50% to 3.75%. Federal Reserve Chair Jerome Powell acknowledged the continued challenge of balancing the dual mandate of price stability and maximum employment. The December "dot plot" indicates potential additional 25 basis point rate reductions in both 2026 and 2027, though the wide dispersion of projections reflects heightened uncertainty regarding the future policy path. Financial markets currently anticipate further monetary easing, particularly in the event of a more dovish Federal Reserve Chair assuming office in mid-2026.

As of December 31, 2025, the County of Monterey's investment portfolio had an amortized book value of $3,478,120,933, invested across 265 individual securities and funds. The portfolio's par value totaled $3,496,746,679, with a market value of $3,496,634,836, representing approximately 100% of amortized book value. The portfolio generated an effective rate of return of 4.23% for the quarter, producing estimated quarterly interest earnings of $34,282,461. Interest earnings received in cash will be distributed proportionally to all agencies participating in the County's investment pool by

the Auditor-Controller.

The portfolio maintained a weighted average maturity of 483 days. The County Treasury continues to meet its primary objectives of safety, liquidity, and yield by appropriately balancing shorter-term and longer-term investments in response to prevailing market conditions.

All investments complied with applicable provisions of state law and the County's adopted Investment Policy. Market valuations were obtained from independent sources, including Bloomberg LLP, U.S. Bank, and live-bid pricing for corporate securities.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
A copy of this report will be distributed to all agencies participating in the County investment pool. Quarterly Treasury reports are also posted on the Treasurer-Tax Collector's website. In addition, a monthly report of investment transactions is provided to the Board of Supervisors in accordance with Government Code Section 53607.

FINANCING:
The investment portfolio maintains sufficient liquidity to meet all projected expenditures over the next six months. Investment earnings within the General Fund have exceeded the FY 2026-27 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 ensuring transparency and accountability in the stewardship and management of County investment funds.
Link to the Strategic Plan:
<https://www.countyofmonterey.gov/home/showdocument?id=139569>

Prepared by: Lupe Reyes, Chief Deputy Treasurer-Tax Collector, x5415
Approved by: Jake Stroud, Treasurer-Tax Collector, x5015

Attachments:
Exhibit A - Investment Portfolio Review 12.31.25
Exhibit B - Portfolio Management Report 12.31.25

Introduced: 1/21/2026
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

Receive and accept the Treasurer's Report of Investments for the quarter ending December 31, 2025.

RECOMMENDATION:
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In response to evolving economic conditions, the Federal Reserve reduced the federal funds target rate by 50 basis points during the fourth quarter, establishing a target range of 3.50% to 3.75%. Federal Reserve Chair Jerome Powell acknowledged the continued challenge of balancing the dual mandate of price stability and maximum employment. The December "dot plot" indicates potential additional 25 basis point rate reductions in both 2026 and 2027, though the wide dispersion of projections reflects heightened uncertainty regarding the future policy path. Financial markets currently anticipate further monetary easing, particularly in the event of a more dovish Federal Reserve Chair assuming office in mid-2026.

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The portfolio maintained a weighted average maturity of 483 days. The County Treasury continues to meet its primary objectives of safety, liquidity, and yield by appropriately balancing shorter-term and longer-term investments in response to prevailing market conditions.

All investments complied with applicable provisions of state law and the County's adopted Investment Policy. Market valuations were obtained from independent sources, including Bloomberg LLP, U.S. Bank, and live-bid pricing for corporate securities.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
A copy of this report will be distributed to all agencies participating in the County investment pool. Quarterly Treasury reports are also posted on the Treasurer-Tax Collector's website. In addition, a monthly report of investment transactions is provided to the Board of Supervisors in accordance with Government Code Section 53607.

FINANCING:
The investment portfolio maintains sufficient liquidity to meet all projected expenditures over the next six months. Investment earnings within the General Fund have exceeded the FY 2026-27 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 ensuring transparency and accountability in the stewardship and management of County investment funds.
Link to the Strategic Plan:
<https://www.countyofmonterey.gov/home/showdocument?id=139569>

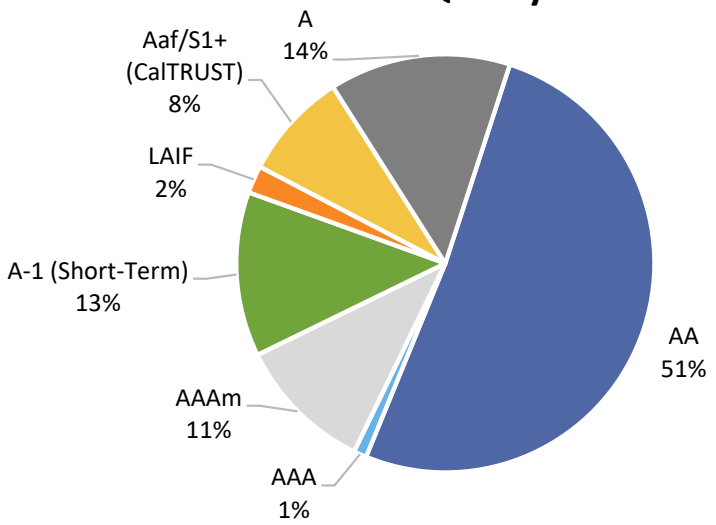
Prepared by: Lupe Reyes, Chief Deputy Treasurer-Tax Collector, x5415
Approved by: Jake Stroud, Treasurer-Tax Collector, x5015

Attachments:
Exhibit A - Investment Portfolio Review 12.31.25
Exhibit B - Portfolio Management Report 12.31.25

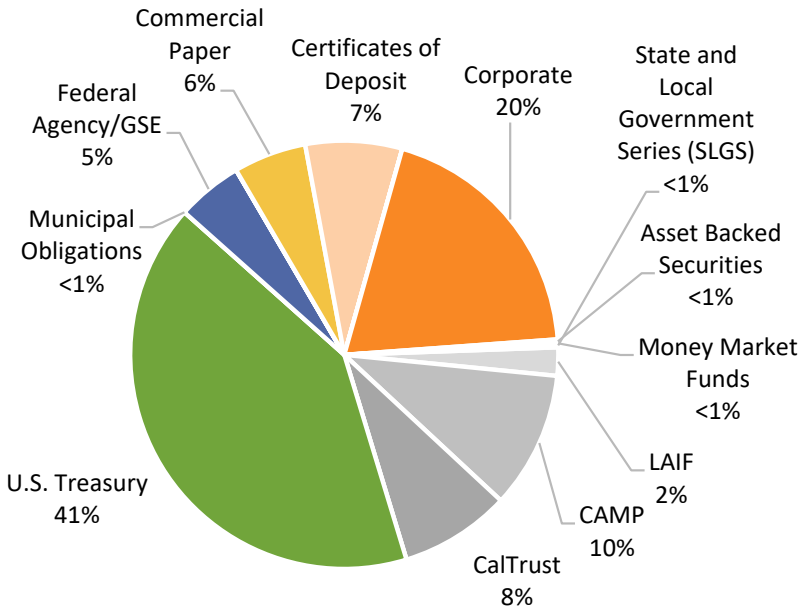
Exhibit A
County of Monterey
Investment Portfolio Review
December 31, 2025

Portfolio Statistics	
Portfolio Market Value	$3,496,634,836
Portfolio Book Value	$3,478,120,933
Portfolio Weighted Average Maturity	483 Days
Effective Rate of Return	4.23%
Quarterly Interest Earnings	$34,282,461

Credit Quality



Sector Distribution



Portfolio Maturity Distribution

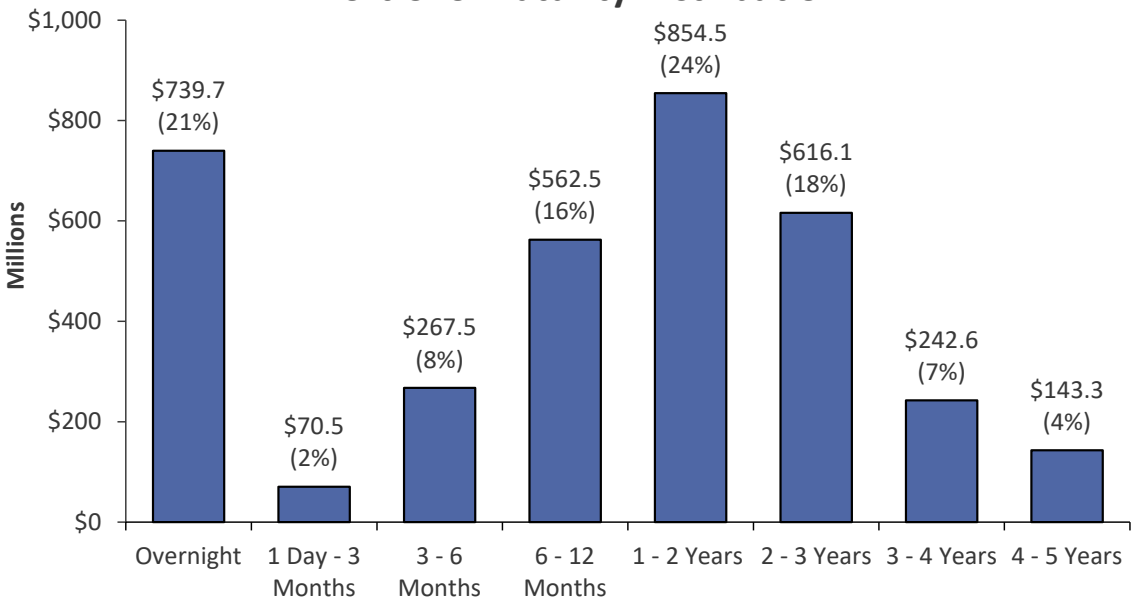


Exhibit B

County of Monterey
Portfolio Management
Portfolio Details - Investments
December 31, 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	20,043,600.00	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	26,970,212.50	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	23,834,034.00	23,800,000.00	3.940		A-1	3.940	09/29/2026
95001KUU6	12957	Wells Fargo Bank NA		12/22/2025	50,000,000.00	50,016,000.00	50,000,000.00	3.800	P-1	A-1	3.800	09/22/2026
		Subtotal and Average	**76,184,782.61**		**120,750,000.00**	**120,863,846.50**	**120,750,000.00**				**4.008**	
Money Market Accts - GC 53601(k)(2)												
SYS12160	12160	State Local Govern Series			10,233,301.81	10,233,301.81	10,233,301.81	2.644			2.644	
SYS12160	12161	State Local Govern Series			12,795.98	12,795.98	12,795.98	2.640			2.640	
		Subtotal and Average	**10,217,661.17**		**10,246,097.79**	**10,246,097.79**	**10,246,097.79**				**2.644**	
State Pool - GC 16429.1												
SYS11361	11361	LAIF			74,700,930.10	74,700,930.10	74,700,930.10	4.402			4.402	
		Subtotal and Average	**37,309,625.75**		**74,700,930.10**	**74,700,930.10**	**74,700,930.10**				**4.402**	
CALTRUST/CAMP - GC 53601(p)												
SYS12211	12211	CalTrust Liquidity			292,450,000.00	292,450,000.00	292,450,000.00	3.893			3.893	
SYS12219	12219	CalTrust MERMA			388,496.15	388,496.15	388,496.15	3.903			3.903	
SYS10379	10379	Calif. Asset Mgmt			361,900,000.00	361,900,000.00	361,900,000.00	3.936		AAA	3.936	
		Subtotal and Average	**606,983,879.02**		**654,738,496.15**	**654,738,496.15**	**654,738,496.15**				**3.917**	
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			54,154.31	54,154.31	54,154.31	3.876			3.876	
		Subtotal and Average	**122,607.89**		**54,154.31**	**54,154.31**	**54,154.31**				**3.876**	
Medium Term Notes - GC 53601(k)												
00724PAC3	12617	ADOBE INC		07/06/2022	65,000.00	63,915.80	64,147.65	2.150	A1	A+	3.469	02/01/2027
00724PAF6	12795	ADOBE INC		04/04/2024	130,000.00	133,315.00	129,873.77	4.800	A1	A+	4.834	04/04/2029
00724PAE9	12798	ADOBE INC		04/05/2024	10,000,000.00	10,134,600.00	10,000,461.82	4.850	A1	A+	4.846	04/04/2027
00724PAH2	12916	ADOBE INC		06/30/2025	15,000,000.00	15,297,300.00	15,210,205.45	4.750	A1	A+	3.999	01/17/2028
02079KAC1	12738	Alphabet INC		09/08/2023	10,000,000.00	9,895,700.00	9,834,659.60	1.998	Aa2	AA+	4.882	08/15/2026
02079KAV9	12944	Alphabet INC		11/06/2025	50,000.00	50,244.00	49,959.17	3.875		AA+	3.905	11/15/2028
02079KAW7	12946	Alphabet INC		11/26/2025	10,000,000.00	10,030,700.00	10,088,141.20	4.100	Aa2	AA+	3.896	11/15/2030

County of Monterey
Portfolio Management
Portfolio Details - Investments
December 31, 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	12636	Amazon		11/17/2022	5,000,000.00	4,951,100.00	4,941,759.80	1.000	A1	AA	4.494	05/12/2026
023135BX3	12668	Amazon		12/19/2022	10,000,000.00	9,902,200.00	9,886,159.61	1.000	A1	AA	4.402	05/12/2026
023135BX3	12704	Amazon		06/06/2023	5,950,000.00	5,891,809.00	5,880,727.86	1.000	A1	AA	4.448	05/12/2026
023135CF1	12778	Amazon		02/15/2024	10,000,000.00	9,957,600.00	9,840,654.66	3.300	A1	AA	4.648	04/13/2027
025816CM9	12544	American Express Credit		11/23/2021	135,000.00	132,548.40	134,961.87	1.650	A2	A-	1.685	11/04/2026
032654BE4	12912	ANALOG DEVICES INC		06/16/2025	255,000.00	258,460.35	254,799.92	4.500	A2	A-	4.520	06/15/2030
032654BE4	12927	ANALOG DEVICES INC		09/10/2025	9,000,000.00	9,122,130.00	9,178,198.32	4.500	A2	A-	3.999	06/15/2030
032654BD6	12941	ANALOG DEVICES INC		10/31/2025	10,000,000.00	10,082,500.00	10,062,647.88	4.250	A2	A-	3.970	06/15/2028
037833ET3	12693	Apple Inc Corp Notes		05/10/2023	155,000.00	156,178.00	154,858.90	4.000		AA+	4.043	05/10/2028
037833EB2	12695	Apple Inc Corp Notes		05/16/2023	5,000,000.00	4,984,200.00	4,984,614.10	0.700	Aaa	AA+	3.884	02/08/2026
037833CJ7	12764	Apple Inc Corp Notes		12/08/2023	10,000,000.00	9,968,000.00	9,877,983.87	3.350	Aaa	AA+	4.546	02/09/2027
037833EY2	12902	Apple Inc Corp Notes		05/12/2025	10,000,000.00	10,083,800.00	9,994,720.65	4.000	Aaa	AA+	4.024	05/12/2028
037833EH9	12918	Apple Inc Corp Notes		06/30/2025	10,000,000.00	9,448,400.00	9,370,659.91	1.400	Aaa	AA+	4.003	08/05/2028
04636NAA1	12526	Astrazeneca Finance LLC		07/23/2021	135,000.00	133,618.95	135,052.09	1.200	A1	A+	1.101	05/28/2026
04636NAK9	12786	Astrazeneca Finance LLC		02/27/2024	10,000,000.00	10,111,600.00	9,993,730.77	4.800	A1	A+	4.859	02/26/2027
06428CAA2	12720	BANK OF AMERICA NA		08/18/2023	250,000.00	252,270.00	250,000.00	5.526	Aa1	A+	5.526	08/18/2026
09247XAN1	12745	BLACKROCK INC		10/05/2023	10,000,000.00	9,940,000.00	9,759,375.00	3.200	Aa3	AA-	5.414	03/15/2027
09290DAA9	12791	BLACKROCK INC		03/18/2024	300,000.00	306,666.00	299,820.89	4.700	Aa3	AA-	4.721	03/14/2029
09290DAH4	12832	BLACKROCK INC		07/26/2024	110,000.00	111,446.50	109,998.27	4.600	Aa3	AA-	4.601	07/26/2027
05565ECH6	12797	BMW US CAPITAL LLC		04/05/2024	10,000,000.00	10,115,500.00	9,978,392.20	4.900	A2	A	5.088	04/02/2027
06051GFX2	12562	Bank of America Corp		02/03/2022	90,000.00	89,883.90	90,350.01	3.500	A1	A-	2.137	04/19/2026
110122CN6	12722	BRISTOL-MYERS SQUIBB		08/24/2023	10,000,000.00	9,973,000.00	9,917,416.02	3.200	A2	A	5.169	06/15/2026
110122DD7	12750	BRISTOL-MYERS SQUIBB		10/31/2023	10,000,000.00	9,963,900.00	9,680,429.44	3.450	A2	A	5.371	11/15/2027
14913UAA8	12708	CATERPILLAR FINL SERVC		07/07/2023	5,000,000.00	5,008,950.00	4,988,907.20	4.350	A2	A	4.995	05/15/2026
14913UAL4	12809	CATERPILLAR FINL SERVC		05/14/2024	10,000,000.00	10,165,800.00	9,997,124.17	5.000	A2	A	5.023	05/14/2027
808513BF1	12628	CHARLES SCHWAB CORP		10/31/2022	10,000,000.00	9,943,100.00	9,924,128.10	0.900	A2	A-	5.203	03/11/2026
17275RBQ4	12785	Cisco Systems Inc Corp		02/27/2024	10,000,000.00	10,112,100.00	9,999,346.15	4.800	A1	AA-	4.806	02/26/2027
17275RBR2	12792	Cisco Systems Inc Corp		03/18/2024	150,000.00	153,961.50	150,431.85	4.850	A1	AA-	4.746	02/26/2029
17275RBW1	12885	Cisco Systems Inc Corp		02/24/2025	40,000.00	40,650.00	39,969.08	4.550	A1	AA-	4.589	02/24/2028
17275RBW1	12892	Cisco Systems Inc Corp		03/31/2025	10,000,000.00	10,162,500.00	10,047,580.63	4.550	A1	AA-	4.305	02/24/2028
17275RBW1	12917	Cisco Systems Inc Corp		06/30/2025	10,000,000.00	10,162,500.00	10,100,230.71	4.550	A1	AA-	4.037	02/24/2028
17325FBB3	12743	Citibank		09/29/2023	310,000.00	325,087.70	310,000.00	5.803		A+	5.803	09/29/2028
17325FBF4	12807	Citibank		04/30/2024	5,000,000.00	5,019,050.00	4,999,752.08	5.438		A+	5.454	04/30/2026
17325FBK3	12844	Citibank		09/13/2024	12,000,000.00	12,279,120.00	12,215,250.60	4.838	Aa3	A+	4.271	08/06/2029
17325FBK3	12915	Citibank		06/30/2025	15,000,000.00	15,348,900.00	15,264,790.65	4.838	Aa3	A+	4.287	08/06/2029
191216CU2	12748	Coca- Cola Co		10/31/2023	10,000,000.00	9,704,000.00	9,523,051.16	1.450	A1	A+	5.182	06/01/2027
194162AQ6	12679	COLGATE-PALMOLIVE CO		03/01/2023	130,000.00	130,204.10	129,991.49	4.800		A+	4.842	03/02/2026
194162AT0	12900	COLGATE-PALMOLIVE CO		05/02/2025	105,000.00	105,716.10	104,951.74	4.200	Aa3	A+	4.212	05/01/2030

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Medium Term Notes - GC 53601(k)												
532457CQ9	12838	ELI LILLY & CO		08/14/2024	35,000.00	35,339.15	34,944.51	4.200	A1	A+	4.249	08/14/2029
532457CU0	12881	ELI LILLY & CO		02/13/2025	5,000,000.00	5,085,300.00	4,993,052.97	4.550	Aa3	A+	4.621	02/12/2028
532457CU0	12890	ELI LILLY & CO		03/31/2025	10,000,000.00	10,170,600.00	10,061,411.45	4.550	Aa3	A+	4.229	02/12/2028
632457CK2	12914	ELI LILLY & CO		06/30/2025	9,000,000.00	9,108,753.26	9,108,753.26	4.500	Aa3	A+	4.068	02/09/2029
369604BZ5	12920	General Electric		07/29/2025	40,000.00	40,340.00	39,926.76	4.300	A3	A-	4.345	07/29/2030
369550BN7	12669	General Dynamics Corp		12/19/2022	10,000,000.00	9,889,300.00	9,878,599.03	1.150	A2	A	4.317	06/01/2026
38141GWB6	12835	Goldman Sachs		08/12/2024	10,000,000.00	9,991,200.00	9,924,611.43	3.850	A2	BBB+	4.603	01/26/2027
437076CA8	12616	Home Depot Inc		07/06/2022	65,000.00	63,954.15	64,309.78	2.500	A2	A	3.399	04/15/2027
437076CN0	12626	Home Depot Inc		10/28/2022	65,000.00	64,307.10	63,484.68	2.875	A2	A	4.911	04/15/2027
437076CV2	12762	Home Depot Inc		12/08/2023	10,000,000.00	10,074,600.00	10,014,300.59	4.950	A2	A	4.741	09/30/2026
437076CA8	12803	Home Depot Inc		04/15/2024	10,000,000.00	9,839,100.00	9,703,383.70	2.500	A2	A	5.007	04/15/2027
437076DC3	12822	Home Depot Inc		06/25/2024	55,000.00	56,388.20	54,752.86	4.750	A2	A	4.897	06/25/2029
437076DJ8	12955	Home Depot Inc		12/11/2025	200,000.00	199,538.00	198,626.22	3.950	A2	A	4.111	09/15/2030
440452AK6	12789	HORMEL FOODS CORP		03/08/2024	10,000,000.00	10,107,500.00	10,001,100.09	4.800	A2	A-	4.789	03/30/2027
438516BL9	12654	Honeywell International		12/09/2022	10,000,000.00	9,892,000.00	9,859,243.94	2.500	A2	A	4.354	11/01/2026
438516BL9	12659	Honeywell International		12/13/2022	2,600,000.00	2,571,920.00	2,562,143.78	2.500	A2	A	4.420	11/01/2026
02665WEK3	12709	American Honda Finance		07/07/2023	70,000.00	70,484.40	69,985.17	5.250	A3	A-	5.295	07/07/2026
40428HR95	12909	HSBC Securites		06/05/2025	5,000,000.00	5,075,300.00	5,016,339.89	4.650	A2	A-	4.504	06/03/2028
427866BH0	12689	HERSHEY COMPANY		05/04/2023	60,000.00	58,105.80	59,959.82	4.250	A1	A	4.282	05/04/2028
427866BH0	12690	HERSHEY COMPANY		05/04/2023	60,000.00	58,105.80	59,963.47	4.250	A1	A	4.279	05/04/2028
427866BH0	12747	HERSHEY COMPANY		10/31/2023	9,804,000.00	9,605,859.35	9,605,859.35	4.250	A1	A	5.230	05/04/2028
427866BK3	12884	HERSHEY COMPANY		02/24/2025	45,000.00	45,707.40	44,977.78	4.550	A1	A	4.575	02/24/2028
427866BK3	12898	HERSHEY COMPANY		04/15/2025	5,000,000.00	5,078,600.00	5,028,846.65	4.550	A1	A	4.253	02/24/2028
24422EWA3	12573	John Deere Capital Corp		02/28/2022	65,000.00	63,637.60	64,617.09	1.700	A1	A	2.309	01/11/2027
24422EWK1	12641	John Deere Capital Corp		11/28/2022	150,000.00	151,159.50	148,883.81	4.150	A1	A	4.640	09/15/2027
24422EVK2	12707	John Deere Capital Corp		07/06/2023	9,200,000.00	9,188,776.00	9,185,647.80	0.700	A1	A	5.021	01/15/2026
24422EXM6	12787	John Deere Capital Corp		03/07/2024	10,000,000.00	10,125,800.00	9,999,921.34	4.850	A1	A	4.851	03/05/2027
24422EYE3	12908	John Deere Capital Corp		06/05/2025	165,000.00	167,760.45	164,922.56	4.550	A1	A	4.562	06/05/2030
24422EYE3	12925	John Deere Capital Corp		09/08/2025	10,000,000.00	10,167,300.00	10,219,350.09	4.550	A1	A	4.000	06/05/2030
478160DH4	12883	Johnson & Johnson		02/20/2025	50,000.00	50,944.50	49,979.27	4.550	Aaa	AAA	4.570	03/01/2028
478160DJ0	12888	Johnson & Johnson		03/21/2025	300,000.00	309,135.00	304,264.89	4.700	Aaa	AAA	4.311	03/01/2030
478160DH4	12891	Johnson & Johnson		03/31/2025	10,000,000.00	10,188,900.00	10,068,937.14	4.550	Aaa	AAA	4.198	03/01/2028
46625HRV4	12545	JP Morgan Chase		11/23/2021	125,000.00	124,188.75	126,099.96	2.950	A1	A	1.830	10/01/2026
46625HRV4	12723	JP Morgan Chase		08/25/2023	5,000,000.00	4,967,550.00	4,914,173.39	2.950	A1	A	5.142	10/01/2026
539830BH1	12528B	Lockheed Martin Corp		07/23/2021	58,000.00	57,993.62	58,054.22	3.550	A2	A-	0.947	01/15/2026
539830CK3	12921	Lockheed Martin Corp		07/28/2025	25,000.00	25,159.25	24,972.68	4.150	A2	A-	4.194	08/15/2028
539830CL1	12932	Lockheed Martin Corp		09/30/2025	10,000,000.00	10,096,100.00	10,081,920.00	4.400	A2	A-	4.198	08/15/2030
571676AY1	12886	MARS INC		03/12/2025	70,000.00	71,537.20	69,936.61	4.800	A2	A	4.825	03/01/2030

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Medium Term Notes - GC 53601(k)												
57636QAR5	12625	MASTERCARD INC		10/06/2022	65,000.00	64,667.85	64,152.73	3.300	A1	A+	4.475	03/26/2027
57636QAR5	12721	MASTERCARD INC		08/24/2023	5,000,000.00	4,974,450.00	4,905,230.84	3.300	A1	A+	4.993	03/26/2027
58933YAY1	12610	MERCK & CO INC		06/30/2022	5,000,000.00	4,977,800.00	4,980,598.93	0.750	A1	A+	3.585	02/24/2026
58933YBH7	12694	MERCK & CO INC		05/17/2023	60,000.00	60,432.60	59,976.89	4.050	A1	A+	4.068	05/17/2028
58933YBJ3	12929	MERCK & CO INC		09/12/2025	5,000,000.00	5,050,250.00	5,066,453.89	4.300	Aa3	A+	3.953	05/17/2030
58933YBQ7	12934	MERCK & CO INC		09/30/2025	10,000,000.00	10,035,600.00	10,009,869.80	4.150	Aa3	A+	4.126	09/15/2030
30303M8S4	12839	META PLATFORMS INC		08/15/2024	245,000.00	247,952.25	245,986.84	4.300	Aa3	AA-	4.147	08/15/2029
594918BY9	12751	MICROSOFT CORP		10/31/2023	13,600,000.00	13,547,368.00	13,351,516.43	3.300	Aaa	AAA	5.128	02/06/2027
66989HAY4	12942	Novartis Capital Corp		11/05/2025	310,000.00	309,668.30	309,098.93	4.100		AA-	4.167	11/05/2030
637639AQ8	12906	National Secs Clearing		05/20/2025	340,000.00	347,395.00	340,593.53	4.700	Aaa	AA+	4.655	05/20/2030
665859AW4	12598	Northern Trust Corp		05/12/2022	75,000.00	75,244.50	75,137.07	4.000	A2	A+	3.849	05/10/2027
665859AW4	12744	Northern Trust Corp		10/05/2023	5,925,000.00	5,944,315.50	5,797,137.36	4.000	A2	A+	5.781	05/10/2027
665859AW4	12788	Northern Trust Corp		03/08/2024	5,000,000.00	5,016,300.00	4,946,347.02	4.000	A2	A+	4.860	05/10/2027
665859AV6	12938	Northern Trust Corp		10/17/2025	10,000,000.00	9,146,700.00	9,216,181.15	1.950	A2	A+	3.943	05/01/2030
69371RS49	12683	PACCAR FINANCIAL CORP		03/30/2023	250,000.00	250,322.50	249,986.20	4.450	A1	A+	4.474	03/30/2026
69371RT71	12928	PACCAR FINANCIAL CORP		09/12/2025	6,500,000.00	6,620,055.00	6,645,611.32	4.550	A1	A+	3.980	05/08/2030
713448FW3	12753	Pepsico Inc Corp Note		11/13/2023	5,000,000.00	5,052,250.00	4,999,985.65	5.125	A1	A+	5.125	11/10/2026
713448FX1	12831	Pepsico Inc Corp Note		07/17/2024	160,000.00	163,132.80	159,824.20	4.500	A1	A+	4.535	07/17/2029
713448GH5	12926	Pepsico Inc Corp Note		09/09/2025	10,000,000.00	10,103,000.00	10,131,341.28	4.300	A1	A+	3.975	07/23/2030
717081EA7	12737	PFIZER INC		09/08/2023	6,135,000.00	6,093,466.05	6,029,621.45	3.000	A2	A	4.968	12/15/2026
693475AT2	12642	PNC Bank NA		11/28/2022	200,000.00	198,126.00	195,583.23	3.150	A3	A-	4.949	05/19/2027
693475BB0	12638	PNC FINANCIAL SERVICES		11/18/2022	5,000,000.00	4,916,200.00	4,897,318.81	1.150	A3	A-	4.829	08/13/2026
693475AX3	12650	PNC FINANCIAL SERVICES		11/30/2022	5,000,000.00	4,964,950.00	4,943,746.15	2.600	A3	A-	4.809	07/23/2026
693475BL8	12673	PNC FINANCIAL SERVICES		01/24/2023	755,000.00	755,302.00	755,000.00	4.758	A3	A-	4.758	01/26/2027
693475BL8	12674	PNC FINANCIAL SERVICES		01/24/2023	3,800,000.00	3,801,520.00	3,801,095.73	4.758	A3	A-	4.719	01/26/2027
822905AN5	12943	SHELL FINANCE US INC		11/06/2025	75,000.00	74,990.25	74,720.80	4.125		A+	4.211	11/06/2030
857477CD3	12715	State Street Corp		08/03/2023	180,000.00	181,144.80	180,000.00	5.272	A1	A	5.272	08/03/2026
857477CD3	12742	State Street Corp		09/11/2023	10,000,000.00	10,063,600.00	9,990,844.53	5.272	A1	A	5.440	08/03/2026
857449AC6	12866	State Street Bank & Trust		11/25/2024	23,925,000.00	24,103,480.50	23,925,000.00	4.594		AA-	4.594	11/25/2026
89236TKX2	12718	Toyota Motor Corporation		08/14/2023	10,000,000.00	10,068,300.00	9,997,501.57	5.000	A1	A+	5.044	08/14/2026
89236TMK8	12833	Toyota Motor Corporation		08/09/2024	80,000.00	81,299.20	79,982.12	4.550	A1	A+	4.557	08/09/2029
89236TMK8	12834	Toyota Motor Corporation		08/09/2024	30,000.00	30,487.20	29,956.08	4.550	A1	A+	4.596	08/09/2029
89236THG3	12843	Toyota Motor Corporation		09/13/2024	10,000,000.00	9,599,100.00	9,581,126.29	1.150	A1	A+	3.917	08/13/2027
89236TMY8	12876	Toyota Motor Corporation		01/13/2025	5,000,000.00	5,046,100.00	4,996,227.34	4.600	A1	A+	4.678	01/08/2027
87612EBM7	12558	TARGET CORP		01/24/2022	35,000.00	34,370.70	34,987.58	1.950	A2	A	1.986	01/15/2027
87612EBM7	12559	TARGET CORP		01/24/2022	65,000.00	63,831.30	65,009.64	1.950	A2	A	1.935	01/15/2027
87612EBM7	12749	TARGET CORP		10/31/2023	10,000,000.00	9,820,200.00	9,679,474.87	1.950	A2	A	5.347	01/15/2027
87612EBU9	12911	TARGET CORP		06/10/2025	45,000.00	45,526.50	44,999.63	4.350	A2	A	4.350	06/15/2028

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Medium Term Notes - GC 53601(k)												
882508CE2	12780	Texas Instruments INC		02/15/2024	10,000,000.00	10,085,300.00	9,987,864.31	4.600		A+	4.719	02/08/2027
882508CK8	12931	Texas Instruments INC		09/29/2025	10,300,000.00	10,464,079.00	10,449,902.53	4.500	Aa3	A+	4.126	05/23/2030
91324PDE9	12779	United Health Group Inc		02/15/2024	10,000,000.00	9,859,600.00	9,702,296.36	2.950	A2	A+	4.783	10/15/2027
91324PEY4	12799	United Health Group Inc		04/05/2024	10,000,000.00	10,083,800.00	9,961,730.64	4.600	A2	A+	4.921	04/15/2027
931142EM1	12572	Walmart Inc		02/25/2022	60,000.00	59,798.40	60,267.13	3.050	Aa2	AA	2.114	07/08/2026
931142ER0	12637	Walmart Inc		11/17/2022	10,000,000.00	9,821,100.00	9,781,194.20	1.050	Aa2	AA	4.429	09/17/2026
931142ER0	12681	Walmart Inc		03/28/2023	6,750,000.00	6,629,242.50	6,611,773.84	1.050	Aa2	AA	4.173	09/17/2026
931142FB4	12684	Walmart Inc		04/18/2023	80,000.00	80,421.60	79,932.50	3.900	Aa2	AA	3.394	04/15/2028
94988J6F9	12768	Wells Fargo Bank NA		12/11/2023	8,800,000.00	8,906,040.00	8,809,142.22	5.254		A+	5.132	12/11/2026
		Subtotal and Average	**681,928,843.95**		**680,512,000.00**	**681,060,750.08**	**676,181,853.95**				**4.591**	
Negotiable CDs - GC 53601(i)												
06051WVD3	12899	BANK OF AMERICA NA		04/24/2025	19,000,000.00	19,022,040.00	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	25,042,000.00	25,000,000.00	4.400	N/A	A-1	4.400	05/13/2026
05593DLG6	12949	BNP Paribas NY		12/02/2025	25,000,000.00	25,016,250.00	25,000,000.00	3.870		A-1	3.870	11/02/2026
63873TCS5	12905	Natixis NY Branch		05/15/2025	30,000,000.00	30,062,700.00	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	35,066,500.00	35,000,000.00	4.290	N/A	A-1+	4.290	06/02/2026
		Subtotal and Average	**117,152,173.91**		**134,000,000.00**	**134,209,490.00**	**134,000,000.00**				**4.262**	
Commercial Paper Disc.- GC 53601(h)												
09659CHU5	12954	BNP Paribas NY		12/08/2025	25,000,000.00	24,380,250.00	24,375,944.45	3.760	P-1	A-1	3.866	08/28/2026
22533UHM8	12948	Credit Agricole CIB NY		12/02/2025	25,000,000.00	24,398,500.00	24,392,611.11	3.770	P-1	A-1	3.876	08/21/2026
22533UFJ7	12936	Credit Agricole Securities USA		10/03/2025	50,000,000.00	49,121,000.00	49,106,333.36	3.830	P-1	A-1	3.972	06/18/2026
62479MAW3	12903	MUFG Bank LTD/NY		05/09/2025	21,000,000.00	20,940,150.00	20,928,442.50	4.230	P-1	A-1	4.419	01/30/2026
62479MGA5	12937	MUFG Bank LTD/NY		10/15/2025	25,000,000.00	24,505,250.00	24,499,930.61	3.790	P-1	A-1	3.900	07/10/2026
62479MHM8	12952	MUFG Bank LTD/NY		12/02/2025	25,000,000.00	24,398,500.00	24,389,388.89	3.790	P-1	A-1	3.898	08/21/2026
63873KHM2	12947	Natixis NY Branch		12/02/2025	25,000,000.00	24,398,500.00	24,387,777.78	3.800	P-1	A-1	3.910	08/21/2026
		Subtotal and Average	**142,453,483.91**		**196,000,000.00**	**192,142,150.00**	**192,080,428.70**				**3.969**	
Fed Agcy Coupon Sec - GC 53601(f)												
3130ANNU0	12767	Federal Home Loan Bank		12/08/2023	25,000,000.00	24,563,000.00	24,461,398.26	0.900	Aaa	AA+	4.439	08/26/2026
3130AYPN0	12775	Federal Home Loan Bank		01/29/2024	25,000,000.00	25,160,000.00	24,980,265.01	4.125		AA+	4.207	01/15/2027
3130B0R50	12804	Federal Home Loan Bank		04/15/2024	13,905,000.00	13,906,529.55	13,865,100.83	5.000		AA+	5.110	01/05/2029
3130B1GN1	12816	Federal Home Loan Bank		05/22/2024	31,350,000.00	31,500,166.50	31,334,054.89	5.125	Aaa	AA+	5.142	05/21/2029
3130B1W45	12825	Federal Home Loan Bank		07/02/2024	13,800,000.00	13,800,000.00	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	30,023,100.00	30,000,000.00	4.550	Aaa	AA+	4.550	02/11/2028
3134HBX48	12956	Freddie Mac Discount Security		12/15/2025	35,000,000.00	34,995,450.00	34,944,516.72	4.000	Aa1	AA+	4.036	10/09/2030

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	S&P	YTM	Maturity Date
		Subtotal and Average	**168,974,855.94**		**174,055,000.00**	**173,948,246.05**	**173,385,335.71**				**4.583**	
US Treasury Note-GC 53601(b)												
91282CCJ8	12540	U.S. Treasury		11/09/2021	400,000.00	394,796.00	399,596.55	0.875	Aaa	N/A	1.085	06/30/2026
91282CCW9	12541	U.S. Treasury		11/09/2021	380,000.00	373,049.80	379,142.87	0.750	Aaa	N/A	1.100	08/31/2026
912828Z78	12585	U.S. Treasury		04/08/2022	350,000.00	342,520.50	345,658.81	1.500	Aaa	N/A	2.731	01/31/2027
91282CEF4	12586	U.S. Treasury		04/08/2022	350,000.00	345,667.00	349,177.18	2.500	Aaa	N/A	2.703	03/31/2027
91282CET4	12602	U.S. Treasury		06/06/2022	450,000.00	444,622.50	448,239.19	2.625	Aaa	N/A	2.925	05/31/2027
912828V98	12603	U.S. Treasury		06/06/2022	450,000.00	443,776.50	446,709.56	2.250	Aaa	N/A	2.952	02/15/2027
91282CEN7	12605	U.S. Treasury		06/06/2022	450,000.00	445,639.50	448,958.52	2.750	Aaa	N/A	2.938	04/30/2027
912828X88	12613	U.S. Treasury		07/06/2022	400,000.00	393,968.00	397,288.24	2.375	Aaa	N/A	2.910	05/15/2027
9128282A7	12615	U.S. Treasury		07/06/2022	400,000.00	394,948.00	396,744.00	1.500	Aaa	N/A	2.905	08/15/2026
912828CFB2	12623	U.S. Treasury		08/19/2022	400,000.00	398,142.23	398,142.23	2.750	Aaa	AA+	3.069	07/31/2027
9128283F5	12643	U.S. Treasury		11/28/2022	750,000.00	733,357.50	728,125.01	2.250	Aaa	N/A	3.984	11/15/2027
9128287B0	12644	U.S. Treasury		11/28/2022	750,000.00	744,075.00	742,315.27	1.875	Aaa	N/A	4.131	06/30/2026
91282CCZ2	12645	U.S. Treasury		11/28/2022	750,000.00	735,202.50	733,369.07	0.875	Aaa	N/A	4.125	09/30/2026
91282CFZ9	12660	U.S. Treasury		12/14/2022	500,000.00	503,555.00	500,850.17	3.875	Aaa	N/A	3.776	11/30/2027
91282CFM8	12661	U.S. Treasury		12/14/2022	470,000.00	475,029.00	472,264.18	4.125	Aaa	N/A	3.819	09/30/2027
91282CGH8	12676	U.S. Treasury		02/02/2023	500,000.00	500,100.00	498,706.05	3.500	Aaa	N/A	3.637	01/31/2028
91282CGC9	12677	U.S. Treasury		02/03/2023	500,000.00	503,730.00	502,256.52	3.875	Aaa	N/A	3.626	12/31/2027
91282CHA2	12691	U.S. Treasury		05/05/2023	500,000.00	499,920.00	500,765.39	3.500	Aaa	N/A	3.428	04/30/2028
91282CGT2	12692	U.S. Treasury		05/05/2023	500,000.00	501,330.00	501,894.71	3.625	Aaa	N/A	3.440	03/31/2028
9128284N7	12697	U.S. Treasury		05/22/2023	250,000.00	246,435.00	245,033.75	2.875	Aaa	N/A	3.804	05/15/2028
91282CHE4	12705	U.S. Treasury		06/06/2023	300,000.00	300,786.00	298,667.66	3.625	Aaa	N/A	3.829	05/31/2028
91282CHK0	12712	U.S. Treasury		07/10/2023	260,000.00	263,047.20	258,192.30	4.000	Aaa	N/A	4.313	06/30/2028
91282CJC6	12752	U.S. Treasury		11/08/2023	29,500,000.00	29,737,770.00	29,478,404.30	4.625		N/A	4.725	10/15/2026
91282CHY0	12754	U.S. Treasury		11/15/2023	24,950,000.00	25,132,135.00	24,910,311.27	4.625		N/A	4.867	09/15/2026
91282CDQ1	12756	U.S. Treasury		11/28/2023	24,000,000.00	23,468,400.00	23,276,090.57	1.250		N/A	4.528	12/31/2026
91282CHM6	12757	U.S. Treasury		11/28/2023	24,750,000.00	24,876,967.50	24,731,540.22	4.500		N/A	4.648	07/15/2026
91282CDF5	12759	U.S. Treasury		12/05/2023	575,000.00	541,713.25	532,749.87	1.375	Aaa	N/A	4.281	10/31/2028
91282CCY5	12760	U.S. Treasury		12/07/2023	650,000.00	611,429.00	602,801.73	1.250	Aaa	N/A	4.199	09/30/2028
91282CDL2	12761	U.S. Treasury		12/07/2023	650,000.00	613,489.50	604,578.13	1.500	Aaa	N/A	4.183	11/30/2028
91282CHY0	12763	U.S. Treasury		12/08/2023	25,000,000.00	25,182,500.00	25,044,640.10	4.625		N/A	4.350	09/15/2026
912828YQ7	12769	U.S. Treasury		12/15/2023	26,500,000.00	26,079,710.00	25,992,068.23	1.625	Aaa	N/A	4.098	10/31/2026
91282CJK8	12770	U.S. Treasury		12/15/2023	24,700,000.00	24,920,818.00	24,804,192.26	4.625		N/A	4.105	11/15/2026
91282CJP7	12772	U.S. Treasury		01/16/2024	20,000,000.00	20,156,800.00	20,079,978.27	4.375		N/A	3.926	12/15/2026
91282CJT9	12773	U.S. Treasury		01/16/2024	24,600,000.00	24,718,080.00	24,618,625.51	4.000		N/A	3.922	01/15/2027
91282CDP3	12776	U.S. Treasury		01/29/2024	300,000.00	281,661.00	278,275.47	1.375	Aaa	N/A	4.066	12/31/2028
912828V98	12777	U.S. Treasury		02/13/2024	26,000,000.00	25,640,420.00	25,455,410.41	2.250	Aaa	N/A	4.258	02/15/2027
91282CEF4	12782	U.S. Treasury		02/27/2024	16,500,000.00	16,295,730.00	16,130,337.33	2.500	Aaa	N/A	4.447	03/31/2027

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)												
91282CKD2	12793	U.S. Treasury		03/25/2024	500,000.00	510,115.00	500,613.22	4.250		N/A	4.206	02/28/2029
91282CEN7	12794	U.S. Treasury		04/01/2024	25,500,000.00	25,252,905.00	24,985,292.48	2.750	Aaa	N/A	4.393	04/30/2027
91282CEN7	12800	U.S. Treasury		04/05/2024	26,000,000.00	25,748,060.00	25,446,992.19	2.750	Aaa	N/A	4.484	04/30/2027
91282CHQ7	12801	U.S. Treasury		04/15/2024	500,000.00	507,460.00	494,320.89	4.125	Aaa	N/A	4.614	07/31/2028
912828X88	12805	U.S. Treasury		04/15/2024	26,500,000.00	26,100,380.00	25,719,446.18	2.375	Aaa	N/A	4.714	05/15/2027
91282CGV7	12817	U.S. Treasury		05/30/2024	10,175,000.00	10,179,782.25	10,140,241.61	3.750		N/A	5.019	04/15/2026
91282CJV4	12818	U.S. Treasury		06/03/2024	20,000,000.00	20,008,000.00	19,988,030.27	4.250	N/A	N/A	5.016	01/31/2026
91282CKG5	12819	U.S. Treasury		06/11/2024	500,000.00	508,280.00	494,721.89	4.125	Aa1	N/A	4.489	03/31/2029
91282CKT7	12823	U.S. Treasury		06/25/2024	440,000.00	452,650.00	443,495.95	4.500		N/A	4.239	05/31/2029
91282CKV2	12824	U.S. Treasury		07/02/2024	19,000,000.00	19,303,620.00	19,008,392.64	4.625		N/A	4.591	06/15/2027
91282CKX8	12827	U.S. Treasury		07/05/2024	400,000.00	408,452.00	399,025.57	4.250		N/A	4.328	06/30/2029
91282CJA0	12830	U.S. Treasury		07/17/2024	800,000.00	822,624.00	810,060.20	4.625	Aa1	N/A	4.120	09/30/2028
91282CKT7	12836	U.S. Treasury		08/12/2024	500,000.00	514,375.00	510,161.96	4.500		N/A	3.841	05/31/2029
912828CJW2	12837	U.S. Treasury		08/12/2024	1,000,000.00	1,004,067.14	1,004,067.14	4.000	N/A	AA+	3.855	01/31/2029
91282CEV9	12841	U.S. Treasury		09/06/2024	400,000.00	395,436.00	395,486.28	3.250	Aaa	N/A	3.604	06/30/2029
91282CLK5	12842	U.S. Treasury		09/06/2024	350,000.00	349,944.00	350,703.57	3.625	Aaa	N/A	3.565	08/31/2029
91282CLN9	12846	U.S. Treasury		10/04/2024	500,000.00	497,675.00	498,900.16	3.500	Aaa	N/A	3.565	09/30/2029
91282CFU0	12847	U.S. Treasury		10/11/2024	25,000,000.00	25,277,250.00	25,086,004.07	4.125	Aaa	N/A	3.923	10/31/2027
91282CLL3	12848	U.S. Treasury		10/11/2024	25,000,000.00	24,954,000.00	24,786,919.36	3.375	Aaa	N/A	3.909	09/15/2027
91282CLQ2	12849	U.S. Treasury		10/22/2024	5,000,000.00	5,033,400.00	4,994,030.76	3.875	Aaa	N/A	3.946	10/15/2027
91282CLQ2	12850	U.S. Treasury		10/23/2024	5,000,000.00	5,033,400.00	4,990,510.72	3.875	Aaa	N/A	3.988	10/15/2027
91282CLK5	12851	U.S. Treasury		10/28/2024	470,000.00	469,924.80	464,108.89	3.625	Aaa	N/A	4.004	08/31/2029
91282CFZ9	12852	U.S. Treasury		10/31/2024	18,250,000.00	18,379,757.50	18,174,365.15	3.875	Aaa	N/A	4.107	11/30/2027
91282CFZ9	12853	U.S. Treasury		10/31/2024	25,000,000.00	25,177,750.00	24,897,602.43	3.875	Aaa	N/A	4.104	11/30/2027
91282CLG4	12854	U.S. Treasury		10/31/2024	25,000,000.00	25,103,500.00	24,865,634.40	3.750	Aaa	N/A	4.103	08/15/2027
91282CKZ3	12855	U.S. Treasury		11/04/2024	17,000,000.00	17,225,760.00	17,054,476.09	4.375	Aaa	N/A	4.150	07/15/2027
91282CLQ2	12856	U.S. Treasury		11/05/2024	1,250,000.00	1,258,350.00	1,244,101.16	3.875	Aaa	N/A	4.158	10/15/2027
91282CLC3	12857	U.S. Treasury		11/05/2024	1,000,000.00	1,012,930.00	994,212.42	4.000	Aaa	N/A	4.179	07/31/2029
91282CFM8	12858	U.S. Treasury		11/07/2024	50,000,000.00	50,535,000.00	49,948,209.85	4.125	Aaa	N/A	4.187	09/30/2027
91282CFH9	12859	U.S. Treasury		11/07/2024	50,000,000.00	49,713,000.00	49,160,766.72	3.125	Aaa	N/A	4.205	08/31/2027
91282CGC9	12860	U.S. Treasury		11/08/2024	50,000,000.00	50,373,000.00	49,641,562.44	3.875	Aaa	N/A	4.261	12/31/2027
91282CKZ3	12861	U.S. Treasury		11/08/2024	50,000,000.00	50,664,000.00	50,089,376.92	4.375	Aaa	N/A	4.248	07/15/2027
91282CLQ2	12863	U.S. Treasury		11/08/2024	39,900,000.00	40,166,532.00	39,698,846.82	3.875	Aaa	N/A	4.177	10/15/2027
91282CEW7	12864	U.S. Treasury		11/08/2024	50,000,000.00	49,828,000.00	49,358,457.20	3.250	Aaa	N/A	4.164	06/30/2027
91282CGH8	12865	U.S. Treasury		11/15/2024	42,500,000.00	42,508,500.00	41,953,111.67	3.500	Aaa	N/A	4.166	01/31/2028
91282CLX7	12867	U.S. Treasury		12/03/2024	20,000,000.00	20,228,200.00	19,985,632.11	4.125	Aaa	N/A	4.166	11/15/2027
91282CMA6	12868	U.S. Treasury		12/05/2024	575,000.00	584,930.25	575,881.30	4.125	Aaa	N/A	4.081	11/30/2029
91282CLH2	12869	U.S. Treasury		12/06/2024	10,000,000.00	10,010,800.00	9,970,281.65	3.750	Aaa	N/A	4.217	08/31/2026

County of Monterey
Portfolio Management
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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	S&P	YTM	Maturity Date
US Treasury Note-GC 53601(b)												
91282CGP0	12870	U.S. Treasury		12/10/2024	35,400,000.00	35,769,222.00	35,335,984.95	4.000		N/A	4.088	02/29/2028
91282CGT2	12871	U.S. Treasury		12/12/2024	25,000,000.00	25,066,500.00	24,738,832.34	3.625	Aaa	N/A	4.126	03/31/2028
91282CHA2	12872	U.S. Treasury		12/12/2024	21,000,000.00	20,996,640.00	20,715,447.87	3.500	Aaa	N/A	4.128	04/30/2028
91282CHE4	12873	U.S. Treasury		12/13/2024	24,000,000.00	24,062,880.00	23,717,940.71	3.625	Aaa	N/A	4.153	05/31/2028
91282CHK0	12874	U.S. Treasury		01/03/2025	25,000,000.00	25,293,000.00	24,818,439.09	4.000	Aaa	N/A	4.316	06/30/2028
91282CLR0	12875	U.S. Treasury		01/07/2025	750,000.00	762,832.50	743,122.32	4.125	Aaa	N/A	4.392	10/31/2029
91282CHQ7	12878	U.S. Treasury		01/31/2025	33,750,000.00	34,253,550.00	33,631,353.85	4.125	Aaa	N/A	4.273	07/31/2028
91282CMF5	12880	U.S. Treasury		02/11/2025	425,000.00	431,260.25	424,572.09	4.250	Aaa	N/A	4.302	01/15/2028
91282CMF5	12882	U.S. Treasury		02/18/2025	48,750,000.00	49,468,087.50	48,724,628.52	4.250	Aaa	N/A	4.276	01/15/2028
91282CGQ8	12887	U.S. Treasury		03/12/2025	625,000.00	632,956.25	624,897.78	4.000	Aaa	N/A	4.004	02/28/2030
9128284V9	12889	U.S. Treasury		03/31/2025	20,000,000.00	19,679,000.00	19,473,669.40	2.875	Aaa	N/A	3.956	08/15/2028
9128283W8	12895	U.S. Treasury		04/11/2025	6,300,000.00	6,204,996.00	6,164,476.88	2.750	Aaa	N/A	3.828	02/15/2028
9128283W8	12896	U.S. Treasury		04/11/2025	50,000,000.00	49,246,000.00	48,924,419.69	2.750	Aaa	N/A	3.828	02/15/2028
91282CMU2	12897	U.S. Treasury		04/11/2025	300,000.00	303,819.00	300,360.28	4.000	Aaa	N/A	3.968	03/31/2030
91282CNG2	12910	U.S. Treasury		06/09/2025	1,000,000.00	1,012,730.00	1,003,948.26	4.000	Aa1	N/A	3.900	05/31/2030
91282CNH0	12919	U.S. Treasury		07/07/2025	245,000.00	247,104.55	245,798.42	3.875	Aa1	N/A	3.733	06/15/2028
91282CJA0	12922	U.S. Treasury		09/02/2025	25,000,000.00	25,707,000.00	25,666,647.26	4.625	Aa1	N/A	3.589	09/30/2028
91282CNX5	12923	U.S. Treasury		09/04/2025	500,000.00	498,225.00	497,718.05	3.625		N/A	3.733	08/31/2030
91282CNK3	12924	U.S. Treasury		09/04/2025	500,000.00	503,770.00	503,041.18	3.875	N/A	N/A	3.725	06/30/2030
91282CJF9	12930	U.S. Treasury		09/15/2025	16,950,000.00	17,550,538.50	17,552,490.54	4.875	Aa1	N/A	3.536	10/31/2028
91282CPA3	12935	U.S. Treasury		10/06/2025	1,200,000.00	1,195,356.00	1,196,563.17	3.625	Aa1	N/A	3.692	09/30/2030
9128285M8	12940	U.S. Treasury		10/31/2025	42,300,000.00	41,827,509.00	41,728,991.05	3.125	Aa1	N/A	3.625	11/15/2028
91282CJR3	12945	U.S. Treasury		11/17/2025	38,000,000.00	38,215,080.00	38,163,964.85	3.750	Aa1	N/A	3.595	12/31/2028
91282CKG5	12950	U.S. Treasury		12/02/2025	50,000,000.00	50,828,000.00	50,849,585.26	4.125	Aa1	N/A	3.564	03/31/2029
9128286B1	12951	U.S. Treasury		12/02/2025	50,000,000.00	48,617,000.00	48,639,292.34	2.625	Aa1	N/A	3.554	02/15/2029
91282CPN5	12953	U.S. Treasury		12/04/2025	1,000,000.00	989,920.00	992,499.87	3.500	N/A	N/A	3.668	11/30/2030
		Subtotal and Average	**1,365,990,270.60**		**1,440,740,000.00**	**1,443,706,106.97**	**1,431,034,831.25**				**4.131**	
Negotiable CDs												
21684LGS5	12714	Cooperatieve Rabobank USA		07/20/2023	470,000.00	474,281.70	470,000.00	5.080		A+	5.080	07/17/2026
		Subtotal and Average	**470,000.00**		**470,000.00**	**474,281.70**	**470,000.00**				**5.080**	
Asset Backed Security(GNMA/CMO)												
89231GAD0	12939	Toyota Motor Corporation		10/23/2025	10,400,000.00	10,411,128.00	10,398,804.00	3.840	N/A	AAA	3.876	06/17/2030
		Subtotal and Average	**7,912,133.48**		**10,400,000.00**	**10,411,128.00**	**10,398,804.00**				**3.876**	

County of Monterey
Portfolio Management
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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	S&P	YTM	Maturity Date
Municipal Bonds												
544647FC9	12542	Los Angeles Unified SD		11/10/2021	80,000.00	79,157.60	80,000.00	1.455	Aa3	N/A	1.455	07/01/2026
		Subtotal and Average	**80,000.00**		**80,000.00**	**79,157.60**	**80,000.00**				**1.455**	
		Total and Average	**3,215,780,319.24**		**3,496,746,679.35**	**3,496,634,836.25**	**3,478,120,932.96**				**4.195**	

Introduced: 1/26/2026
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Resolution

a. Amend the Office of the County Counsel's Fiscal Year (FY) 2025-26 Adopted Budget 001-1210-8057-COU001 to increase appropriations by $154,441 financed by a reduction in the contingencies appropriation 001-1050-8034-CAO020 to provide funding for one additional Deputy County Counsel IV and the elevation of two Deputy County Counsels to Chief Deputy County Counsels (4/5ths vote required); and
b. Amend the Office of the County Counsel's Fiscal Year (FY) 2025-26 Adopted Budget 001-1210-8057-COU001 to increase appropriations by $63,821 financed by a reduction in the contingencies appropriation 001-1050-8034-CAO020 to provide funding for eight weeks of overlap to support training by a departing attorney Deputy County Counsel IV and her to be determined replacement (4/5ths vote required); and
c. Amend the Office of the County Counsel's Fiscal Year (FY) 2025-26 Adopted Budget 001-1210-8057-COU001 to increase appropriations by $62,478 financed by a reduction in the uncompensated absences fund to cover an unexpected retirement of a Deputy County Counsel IV (4/5ths vote required); and
d. Amend the Office of the County Counsel's Fiscal Year (FY) 2025-26 Adopted Budget 001-1210-8057-COU001to increase appropriations and revenues by $265,280 financed by an increase of direct billed legal services to cover the over budgeted expenditures due to vacation buyouts at levels post wage study implementation that had not been anticipated (4/5ths vote required).

RECOMMENDATION:
It is recommended that the Board of Supervisors:

a. Amend the Office of the County Counsel's Fiscal Year (FY) 2025-26 Adopted Budget 001-1210-8057-COU001 to increase appropriations by $154,441 financed by a reduction in the contingencies appropriation 001-1050-8034-CAO020 to provide funding for one additional Deputy County Counsel IV and the elevation of two Deputy County Counsels to Chief Deputy County Counsels (4/5ths vote required); and
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SUMMARY/DISCUSSION:

The Office of the County Counsel ("Office") has been running at a deficit of one attorney for several years. The Office has done its best working short-staffed but with a 48% increase in the number of claims and litigation opened this year, the Office is faced with a critical need to hire one additional attorney to manage the necessary workload for the County. Accordingly, the Office seeks a budget augmentation to hire one new Deputy County Counsel IV at a cost of $127,641 for the remainder of FY 25-26. The Office expects to have the new attorney hired by March 1, 2026, and expects that funding this position will continue into FY 26-27 at a cost of $382,924 per year.

Additionally, the Office has had an ongoing leadership and management gap with two Chief Deputy County Counsel positions and one of Assistant County Counsel positions remaining unfulfilled. Recognizing the very real budget constraints, the Office requests funding for the two underfilled Chief Deputy County Counsels with an internal promotion of two Deputy County Counsels with an estimated cost of $26,800 for the remaining year with an expectation that the positions would remain funded for FY 26-27 and years forward. The Assistant County Counsel position would remain underfilled.

Additionally, one of our most experienced litigators, Deputy County Counsel Ellen Lyons will be retiring shortly. Ms. Lyons handles some of our most complex litigation, including the class action jail litigation. The Office requests that Ms. Lyons replacement be allowed to overlap with her so that Ms. Lyons can train her replacement on the details and strategy of her active litigation cases, including the class action. The Office requests an augmentation of $63,821 to accommodate this action. Ms. Lyons also has a large amount of accrued vacation time and because the Office did not anticipate the large payout caused by her retirement, combined with the recent wage studies, we are asking for an additional $62,478 to be funded through the uncompensated absences fund.

The Office understands this is a significant monetary request but sees no other way to adequately fulfill the duties of the Office, especially with the above detailed increasing workload. The Office of the County Counsel remains committed to providing quality legal representation and has done its best to hold costs down wherever possible.

Finally, the Office is recommending to increase appropriations and revenues by $265,280, financed by an increase of direct billed legal services to cover the over budgeted expenditures due to vacation buyouts at levels post wage study implementation that had not been anticipated (4/5ths vote required). Fortunately, an increase in direct billed legal services should cover the increased liability from wage

studies such that this is a budget neutral request.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:

There is no other agency involvement.

FINANCING:

The impact to the contingencies fund in Fiscal Year 2025-26 will be $218,262, which will leave a balance in contingencies of $1,584,717. The impact to the uncompensated absences fund in Fiscal Year 2025-26 will be $62,478.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:

This recommendation supports the key objectives of administration with efficient and effective fiscal management of County funds.

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

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

Prepared by: Susan K. Blitch, County Counsel and Erica Leal Finance Manager

Approved by: Susan K. Blitch, County Counsel

Attachments: Attachment A - Reslution

Introduced: 1/26/2026
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Resolution

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b. Amend the Office of the County Counsel's Fiscal Year (FY) 2025-26 Adopted Budget 001-1210-8057-COU001 to increase appropriations by $63,821 financed by a reduction in the contingencies appropriation 001-1050-8034-CAO020 to provide funding for eight weeks of overlap to support training by a departing attorney Deputy County Counsel IV and her to be determined replacement (4/5ths vote required); and
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The Office of the County Counsel ("Office") has been running at a deficit of one attorney for several years. The Office has done its best working short-staffed but with a 48% increase in the number of claims and litigation opened this year, the Office is faced with a critical need to hire one additional attorney to manage the necessary workload for the County. Accordingly, the Office seeks a budget augmentation to hire one new Deputy County Counsel IV at a cost of $127,641 for the remainder of FY 25-26. The Office expects to have the new attorney hired by March 1, 2026, and expects that funding this position will continue into FY 26-27 at a cost of $382,924 per year.

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studies such that this is a budget neutral request.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:

There is no other agency involvement.

FINANCING:

The impact to the contingencies fund in Fiscal Year 2025-26 will be $218,262, which will leave a balance in contingencies of $1,584,717. The impact to the uncompensated absences fund in Fiscal Year 2025-26 will be $62,478.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:

This recommendation supports the key objectives of administration with efficient and effective fiscal management of County funds.

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

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

Prepared by: Susan K. Blitch, County Counsel and Erica Leal Finance Manager

Approved by: Susan K. Blitch, County Counsel

Attachments: Attachment A - Reslution

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

Resolution No. ____	**)**
	)
Adopt a resolution to:	**)**
a. Amend the Office of the County Counsel's Fiscal Year (FY) 2025-26 Adopted Budget 001-1210-8057-COU001 to increase appropriations by $154,440.77, financed by a reduction in the contingencies appropriation 001-1050-8034-CAO020 to provide funding for one additional Deputy County Counsel IV and the elevation of two Deputy County Counsels to Chief Deputy County Counsels (4/5ths vote required); and	**)**
b. Amend the Office of the County Counsel's Fiscal Year (FY) 2025-26 Adopted Budget 001-1210-8057-COU001 to increase appropriations by $63,820.65, financed by a reduction in the contingencies appropriation 001-1050-8034-CAO020 to provide funding for eight weeks of overlap to support training by a departing attorney Deputy County Counsel IV and her to be determined replacement (4/5ths vote required); and	**)**
c. Amend the Office of the County Counsel's Fiscal Year (FY) 2025-26 Adopted Budget 001-1210-8057-COU001 to increase appropriations by $62,477.30, financed by a reduction in the uncompensated absences fund to cover an unexpected retirement of a Deputy County Counsel IV (4/5ths vote required); and	**)**
d. Amend the Office of the County Counsel's Fiscal Year (FY) 2025-26 Adopted Budget 001-1210-8057-COU001to increase appropriations and revenues by $265,280, financed by an increase of direct billed legal services to cover the over budgeted expenditures due to vacation buyouts at levels post wage study implementation that had not been anticipated (4/5ths vote required).	**)**

WHEREAS, the Office of the County Counsel ("Office") has been running at a deficit of one attorney for several years. The Office has done its best working short-staffed but with a 48% increase in the number of claims and litigation opened this year, the Office is faced with a critical need to hire one additional attorney to manage the necessary workload for the County. The Office has sought a budget augmentation to hire one new Deputy County Counsel IV at a cost of

$127,641.29 for the remainder of FY 25-26 with an expectation that the position would remain funded for FY 26-27 and years forward; and

WHEREAS, the Office of the County Counsel has had an ongoing leadership and management gap with two Chief Deputy County Counsel positions and one of Assistant County Counsel positions remaining unfulfilled. The Office has requested funding for the two underfilled Chief Deputy County Counsels with an internal promotion of two Deputy County Counsels with an estimated cost of $26,799.48 for the remaining year with an expectation that the positions would remain funded for FY 26-27 and years forward; and

WHEREAS, one of the County's most experienced litigators, Deputy County Counsel Ellen Lyons will be retiring shortly. Ms. Lyons handles some of our most complex litigation, including the class action jail litigation. The Office has requested that Ms. Lyons replacement be allowed to overlap with her so that Ms. Lyons can train her replacement on the details and strategy of her active litigation cases, including the class action. Accordingly, the Office has requested an augmentation of $63,820.65 to accommodate this action. Ms. Lyons also has a large amount of accrued vacation time and because the Office did not anticipate the large payout caused by her retirement, combined with the recent wage studies, the Office has asked for an additional $62,477.30 to be funded through the uncompensated absences fund; and

WHEREAS, the Office of the County Counsel has recommended an increase in appropriations and revenues by $265,280, financed by an increase of direct billed legal services to cover the over budgeted expenditures due to vacation buyouts at levels post wage study implementation that had not been anticipated.

NOW THEREFORE, BE IT RESOLVED, by the Board of Supervisors in and for the County of Monterey as follows:

a. The Office of the County Counsel's Fiscal Year (FY) 2025-26 Adopted Budget 001-1210-8057-COU001 is amended to increase appropriations by $154,440.77, financed by a reduction in the contingencies appropriation 001-1050-8034-CAO020 to provide funding for one additional Deputy County Counsel IV and the elevation of two Deputy County Counsels to Chief Deputy County Counsels (4/5ths vote required); and
b. The Office of the County Counsel's Fiscal Year (FY) 2025-26 Adopted Budget 001-1210-8057-COU001 is amended to increase appropriations by $63,820.65, financed by a reduction in the contingencies appropriation 001-1050-8034-CAO020 to provide funding for eight weeks of overlap to support training by a departing attorney Deputy County Counsel IV and her to be determined replacement (4/5ths vote required); and
c. The Office County Counsel's Fiscal Year (FY) 2025-26 Adopted Budget 001-1210-8057-COU001 is amended to increase appropriations by $62,477.30, financed by a reduction in the uncompensated absences fund to cover an unexpected retirement of a Deputy County Counsel IV (4/5ths vote required); and
d. The Office of the County Counsel's Fiscal Year (FY) 2025-26 Adopted Budget 001-1210-8057-COU001is amended to increase appropriations and revenues by $265,280, financed by an increase of direct billed legal services to cover the over budgeted expenditures due to vacation buyouts at levels post wage study implementation that had not been anticipated (4/5ths vote required).

PASSED AND ADOPTED on this _____day of _____, 2026, by the following vote, to-wit:

AYES:

NOES:
ABSENT:

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

Dated: _____

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

By _____
, Deputy

Introduced: 1/21/2026

Current Status: Housing & Community Development - Consent

Version: 1

Matter Type: General Agenda Item

a. Find that execution of the Conservation and Scenic Easement Deed is categorically exempt pursuant to California Environmental Quality Act (CEQA) Guidelines California Code of Regulations (CCR) section 15317;
b. Accept the Conservation and Scenic Easement Deed and Map for property in the ownership of Roberts Bryan and Adrienne D. Trust;
c. Authorize the Chair of the Board of Supervisors to execute the Conservation and Scenic Easement Deed and the Acceptance and Consent to Recordation; and
d. Direct the Clerk of the Board to submit the Conservation and Scenic Easement Deed to the County Recorder for recording with all applicable recording fees paid by the applicant.
(District 5)
(Conservation and Scenic Easement Deed - PLN230064/ Roberts Bryan and Adrienne D. Trust 37600 Highway 1, Monterey (Assessor's Parcel Number 418-111-012-000), Big Sur Coast Land Use Plan)

PROJECT INFORMATION:

Planning File Number: PLN230064
Applicant: Roberts Bryan and Adrienne D. Trust
APNs: 418-111-012-000
Parcel Size: 4.15 acres
Plan Area: Big Sur Coast Land Use Plan
Flagged and Staked: No
CEQA Action: Find the project Categorically Exempt per CEQA Guidelines (CCR) section 15317

RECOMMENDATION:

It is recommended that the Board of Supervisors:
a. Find that execution of the Conservation and Scenic Easement Deed is categorically exempt pursuant to California Environmental Quality Act (CEQA) Guidelines California Code of Regulations (CCR) section 15317;
b. Accept the Conservation and Scenic Easement Deed and Map for Roberts Bryan and Adrienne D. Trust;
c. Authorize the Chair of the Board of Supervisors to execute the Conservation and Scenic Easement Deed and Acceptance and Consent to Recordation; and
d. Direct the Clerk of the Board to submit the Conservation and Scenic Easement Deed to the County Recorder for recording with all applicable recording fees paid by the applicant.

SUMMARY:
On March 27, 2024, the County of Monterey Planning Commission approved a Combined Development Permit consisting of a Lot Line Adjustment and a residential remodel/addition within the Critical Viewshed, within 50 feet of a bluff, on slopes in excess of 30%; and within 100 feet of an environmentally sensitive habitat area. (Resolution No. 24-006). Planning Commission Resolution No. 24-006 was approved subject to 15 conditions of approval. Consistent with Big Sur Coast Land Use Plan Policy No. 3.3.2.3.A.8 and the Coastal Implementation Plan, Part 3 section 20.145.030.A.2.(g), Condition No. 10 of the approval required that the Applicant/Owner convey a 2.56-square foot easement area to the County of Monterey. The purpose of the Conservation and Scenic Easement over is to protect critical viewshed and environmentally sensitive by prohibiting new development within the easement area. No structures would be allowed within the easement area; however, the existing walking path and approved stormwater line are allowed to remain and may be maintained or repaired. Furthermore, the property owner is expected to maintain coastal scrub habiat in accordance with the Fuel Management Plan approved with the project. Acceptance and recordation of the proposed Conservation and Scenic Easement Deed would satisfy Condition No. 10 of Planning Commission Resolution No. 24-006. **Attachment C, Exhibit C** illustrates the proposed easement boundaries.

Acceptance of the proposed Conservation and Scenic Easement Deed easement qualifies for a Class 17 categorical exemption under CEQA, because it constitutes the acceptance of an easement to maintain the open space (CEQA Guidelines (CCR) section 15317).

OTHER AGENCY INVOLVEMENT:
The Office of the County Counsel has approved the Conservation and Scenic Easement Deed as to form.

FINANCING:
Funding for staff time associated with this project is included in the FY2025-26 Adopted Budget within Community Development General Fund 001, Appropriation Unit HCD002, Unit 8543.

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
____ Dynamic Organization and Employer of Choice

The conservation easement will protect visual and biological resources in the Big Sur. Conservation of resources benefits the quality of life and well-being of residents and visitors to the Big Sur coast.

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

Prepared by: Mary Israel, Supervising Planner

Reviewed by: Lori Woodle, Finance Manager I
Reviewed and Approved by: Craig Spencer, Director

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

Attachment A - Memorandum to the Clerk of the Board
Attachment B - Conservation and Scenic Easement Deed, including:
– Exhibit A - Legal Description
– Exhibit B - Conservation and Scenic Easement Map
Attachment C - Planning Commission Resolution No. 24-006

cc: Front Counter Copy; Board of Supervisors; California Coastal Commission; Carmel Highlands Fire Protection District; Environmental Health Bureau; HCD-Engineering Services Works; HCD-Environmental Services; Craig Spencer, HCD Director; Mary Israel, Project Planner; Sheryl Fox, Agent; Roberts Bryan & Adrienne D Trust, Owners; Christina McGinnis, Keep Big Sur Wild; Laborers International Union of North America (Lozeau Drury LLP); The Open Monterey Project (Molly Erickson); LandWatch; Planning File PLN230064

Introduced: 1/21/2026

Current Status: Housing & Community Development - Consent

Version: 1

Matter Type: General Agenda Item

a. Find that execution of the Conservation and Scenic Easement Deed is categorically exempt pursuant to California Environmental Quality Act (CEQA) Guidelines California Code of Regulations (CCR) section 15317;
b. Accept the Conservation and Scenic Easement Deed and Map for property in the ownership of Roberts Bryan and Adrienne D. Trust;
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d. Direct the Clerk of the Board to submit the Conservation and Scenic Easement Deed to the County Recorder for recording with all applicable recording fees paid by the applicant.
(District 5)
(Conservation and Scenic Easement Deed - PLN230064/ Roberts Bryan and Adrienne D. Trust 37600 Highway 1, Monterey (Assessor's Parcel Number 418-111-012-000), Big Sur Coast Land Use Plan)

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Parcel Size: 4.15 acres
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OTHER AGENCY INVOLVEMENT:
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FINANCING:
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BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
_X__ Well-Being and Quality of Life
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____ Safe and Resilient Communities
____ Diverse and Thriving Economy
____ Dynamic Organization and Employer of Choice

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Prepared by: Mary Israel, Supervising Planner

Reviewed by: Lori Woodle, Finance Manager I
Reviewed and Approved by: Craig Spencer, Director

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cc: Front Counter Copy; Board of Supervisors; California Coastal Commission; Carmel Highlands Fire Protection District; Environmental Health Bureau; HCD-Engineering Services Works; HCD-Environmental Services; Craig Spencer, HCD Director; Mary Israel, Project Planner; Sheryl Fox, Agent; Roberts Bryan & Adrienne D Trust, Owners; Christina McGinnis, Keep Big Sur Wild; Laborers International Union of North America (Lozeau Drury LLP); The Open Monterey Project (Molly Erickson); LandWatch; Planning File PLN230064

Attachment A

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COUNTY OF MONTEREY
HOUSING AND COMMUNITY DEVELOPMENT

HOUSING, PLANNING, BUILDING, ENGINEERING, ENVIRONMENTAL SERVICES

1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

(831) 755-5025
www.co.monterey.ca.us

MEMORANDUM

Schedule Date: Board of Supervisors Consent Agenda – February 3, 2026

To: Valerie Ralph
Clerk of the Board

From: Mary Israel, Supervising Planner
HCD-Planning

Subject: PLN230064/ Roberts Bryan and Adrienne D. Trust

After approval/acceptance by the Board of Supervisors, the Clerk of the Board will submit the Conservation and Scenic Easement Deed and Map (**Attachment B**) to the County Recorder for filing and recordation. Please contact Mary Israel, HCD-Planning, at (831) 755-5183, prior to recording the documents.

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Attachment B

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When recorded return to:
COUNTY OF MONTEREY HOUSING
AND COMMUNITY DEVELOPMENT
DEPARTMENT - PLANNING
Attn: **MARY ISRAEL**
1441 Schilling Place, South 2nd Floor
Salinas, CA 93901
(831) 755-5025

Space above for Recorder's Use

Owner Name:	Bryan Roberts and Adrienne D. Roberts, Trustees of The Roberts Family 2008 Trust
Permit No.:	PLN230064
Resolution No.:	24-006
APN:	418-111-012-000
Project Planner:	Mary Israel

The Undersigned Grantor(s) Declare(s):
DOCUMENTARY TRANSFER TAX OF $_0_
[ ] computed on the consideration or full value of property conveyed, OR
[ ] computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
[ ] unincorporated area; and
[X] Exempt from transfer tax,
Reason: Transfer to a governmental entity

Bryan Roberts
Signature of Declarant or Agent

CONSERVATION AND SCENIC EASEMENT DEED (COASTAL)

THIS DEED made this 22nd day of OCTOBER, 2025, by and between **Bryan Roberts and Adrienne D. Roberts, Trustees of The Roberts Family 2008 Trust** as Grantor, and the *COUNTY OF MONTEREY*, a political subdivision of the State of California, as Grantee,

WITNESSETH:

WHEREAS, said Grantor is the owner in fee of the real property more particularly described in Exhibit "A" attached hereto and made a part hereof, situated in Monterey County, California (hereinafter the "Property"); and

WHEREAS, the Property of said Grantor has certain natural scenic beauty and existing openness; and

WHEREAS, the Grantor and the Grantee desire to preserve and conserve for the public benefit the great natural scenic beauty and existing openness, natural condition and present state of use of the Property of the Grantor; and

WHEREAS, the California Coastal Act of 1976, (hereinafter referred to as the "Act") requires that any coastal development permit approved by the County must be consistent with the provisions of the certified Local Coastal Program (LCP); and

WHEREAS, pursuant to the Act, and the LCP, Grantor applied to the County for a permit to undertake development as defined in the LCP; and

WHEREAS, a **Combined Development Permit** (File Number **PLN230064**) (hereinafter referred to as the "Permit") was granted on **March 27, 2024** by the Monterey County **Planning Commission** pursuant to the Findings, Evidence and Conditions contained in Resolution No. **24-006**. That resolution is attached hereto as Exhibit "B" (without plans) and hereby incorporated by reference, (hereinafter the "Resolution") subject to the following condition(s):

Condition No. 10 CRITICAL VIEWSHED BIG SUR: To protect the Big Sur Critical Viewshed from potential future development and protect environmentally sensitive habitats, in accordance with Monterey County Coastal Implementation Plan sections 20.145.030.A.2 (g) and (h), and Big Sur Coast Land Use Plan Policy 3.3.2.3, the applicant shall record a Conservation and Scenic Easement over those portions of the subject parcel that are in the critical viewshed and where the environmentally sensitive coastal bluff and sage scrub are, subject to review and approval of HCD-Planning and the review and approval by the Board of Supervisors. The easement area shall encompass all of the existing 2.56 acre Parcel B. The existing walking path and approved stormwater line shall be allowable within the easement area. Conservation and scenic easement shall protect environmentally sensitive habitat areas, including the existing bluff and sage scrub, and shall protect the Big Sur Critical Viewshed by prohibiting new development within the easement area.

WHEREAS, the County, acting on behalf of the People of the State of California and pursuant to the Act, and in accordance with the findings contained in the Resolution granted the Permit to the Grantor upon condition (hereinafter the "Condition") described above requiring inter alia, that the Grantor record a conservation and scenic easement (hereinafter "easement") over the Property as shown in Exhibit "C" attached hereto and

hereby incorporated by reference, and agree to restrict development on and use of the Property so as to preserve the open space, scenic, and/or natural resource values present on the Property and so as to prevent the adverse direct and cumulative effects on coastal resources and public access to the coast which could occur if the Property were not restricted in accordance with this easement; and

WHEREAS, the County has placed the Condition on the permit because a finding must be made under the law that the proposed development is in conformity with the provisions of the certified Local Coastal Program and that in the absence of the protections provided by the Condition said finding could not be made; and

WHEREAS, Grantor has elected to comply with the Condition and execute this easement so as to enable Grantor to undertake the development authorized by the Permit; and

WHEREAS, it is intended that this easement is irrevocable and shall constitute enforceable restrictions within the meaning of Article XIII, Section 8, of the California Constitution and that said easement shall thereby qualify as an enforceable restriction under the provision of the California Revenue and Taxation Code, Section 402.1; and

WHEREAS, the said Grantor is willing to grant to the County of Monterey the conservation and scenic use as herein expressed of the Property, and thereby protect the present scenic beauty and existing openness by the restricted use and enjoyment of the Property by the Grantor through the imposition of the conditions hereinafter expressed;

NOW, THEREFORE, the Grantor does hereby grant and convey unto the County of Monterey an estate, interest, and conservation and scenic easement in said real property of Grantor of the nature and character and to the extent hereinafter expressed, which estate, interest, and easement will result from the restrictions hereby imposed upon the use of said Property by said Grantor, and to that end and for the purposes of accomplishing the intent of the parties hereto, said Grantor covenants on behalf of itself, its heirs, successors, and assigns, with the said Grantee, its successors and assigns, to do and refrain from doing severally and collectively upon the Grantor's Property the various acts hereinafter mentioned.

A. PROPERTY SUBJECT TO EASEMENT. The Property of the Grantor hereinabove referred to and to which the provisions of this instrument apply is situated in the County of Monterey, State of California, and is particularly described and depicted in

Exhibit "C", attached hereto, and made a part hereof, hereinafter referred to as the "Conservation and Scenic Easement Area".

B. RESTRICTIONS. The restrictions hereby imposed upon the use of the Conservation and Scenic Easement Area by the Grantor and the acts which said Grantor shall refrain from doing upon the Conservation and Scenic Easement Area in connection herewith are, and shall be, as follows:

1. That no structures will be placed or erected upon said Conservation and Scenic Easement Area.

2. That no advertising of any kind or nature shall be located on or within the Conservation and Scenic Easement Area.

3. That the Grantor shall not plant nor permit to be planted any vegetation upon the Conservation and Scenic Easement Area, except the native sage scrub.

4. That, except for the maintenance of public roads, public and private pedestrian trails including the existing walking path, and the approved stormwater line, the general topography of the landscape shall be maintained in its present condition and no excavation or topographic changes shall be made.

5. That no use of the Conservation and Scenic Easement Area which will or does materially alter the landscape or other attractive scenic features of said Property other than those specified above shall be done or suffered..

C. EXCEPTIONS AND RESERVATIONS. The following are excepted and reserved to the Grantor to be implemented consistent with the objectives, purposes and conditions of this easement:

1. The right to maintain all existing walking path and approved stormwater line upon the Conservation and Scenic Easement Area.

2. The use and occupancy of the Conservation and Scenic Easement Area not inconsistent with the conditions and restrictions herein imposed.

3. Management of vegetation within the Conservation and Scenic Easement Area in accordance with the Fuel Management Plan approved with the Permit on file with the Monterey County Planning Department.

D. SUBJECT TO APPLICABLE LAWS. Land uses permitted or reserved to the Grantor by this instrument shall be subject to all applicable laws regulating the use of land.

E. BENEFIT AND BURDEN. This grant of conservation and scenic easement shall run with and burden the Property, and all obligations, terms, conditions, and restrictions hereby imposed shall be deemed to be covenants and restrictions running with the land and shall be effective limitations on the use of the Property from the date of recordation of this document and shall bind the Grantor and all of its successors and assigns. This grant shall benefit the County of Monterey and its successors and assigns forever.

F. RIGHT OF ENTRY. The Grantee or its agent may enter onto the Property to ascertain whether the use restrictions set forth above are being observed at times reasonably acceptable to the Grantor.

G. ENFORCEMENT. Any act or any conveyance, contract, or authorization whether written or oral by the Grantor which uses or would cause to be used or would permit use of the Property contrary to the terms of this grant of easement will be deemed a breach hereof. The Grantee may bring any action in court necessary to enforce this grant of easement, including, but not limited to, injunction to terminate a breaching activity and to force the restoration of all damage done by such activity, or an action to enforce the terms and provisions hereof by specific performance. It is understood and agreed that the Grantee may pursue any appropriate legal and equitable remedies. The Grantee shall have sole discretion to determine under what circumstances an action to enforce the terms and conditions of this grant of easement shall be brought in law or in equity. Any forbearance on the part of the Grantee to enforce the terms and provisions hereof in the event of a breach shall not be deemed a waiver of Grantee's rights regarding any subsequent breach.

H. MAINTENANCE. The Grantee shall not be obligated to maintain, improve, or otherwise expend any funds in connection with the Property or any interest or easement created by this grant of easement. All costs and expenses for such maintenance, improvement use, or possession shall be borne by the Grantor, except for costs incurred by Grantee for monitoring compliance with the terms of this easement.

I. LIABILITY AND INDEMNIFICATION. This conveyance is made and accepted upon the express condition that the Grantee, its agencies, departments, officers, agents, and employees are to be free from all liability and claim for damage by reason of any injury to any person or persons, including Grantor, or property of any kind

whatsoever and to whomsoever belonging, including Grantor, from any cause or causes whatsoever, except matters arising out of the sole negligence of the Grantee, while in upon, or in any way connected with the Property, Grantor hereby covenanting and agreeing to indemnify and hold harmless the Grantee, its agencies, departments, officers, agents, and employees from all liability, loss, cost, and obligations on account of or arising out of such injuries or losses however occurring. The Grantee shall have no right of control over, nor duties and responsibilities with respect to the Property which would subject the Grantee to any liability occurring upon the Property by virtue of the fact that the right of the Grantee to enter the Property or Conservation and Scenic Easement Area is strictly limited to preventing uses inconsistent with the interest granted, the Property is not "property of a public entity" or "public property," and Grantee's rights herein do not include the right to enter the Property or Conservation and Scenic Easement Area for the purposes of correcting any "dangerous condition" as those terms are defined by California Government Code Section 830.

J. SUCCESSORS AND ASSIGNS. The terms, covenants, conditions, exceptions, obligations, and reservations contained in this conveyance shall be binding upon and inure to the benefit of the successors and assigns of both the Grantor and the Grantee, whether voluntary or involuntary.

K. SEVERABILITY. If any provision of this conservation and scenic easement is held to be invalid or for any reason becomes unenforceable, no other provision shall be thereby affected or impaired.

Executed this 22nd day of OCTOBER, 2025, at PALO ALTO, California.

The Roberts Family 2008 Trust

By: _____
(Signature)

Bryan Roberts, Trustee
(Print or Type Name and Title)

By: _____
(Signature)

Adrienne D. Roberts, Trustee
(Print or Type Name and Title)

NOTE TO NOTARY PUBLIC: If you are notarizing the signatures of persons, signing on behalf of a corporation, partnership, trust, etc., please use the correct notary jurat (acknowledgment) as explained in your Notary Public Law Book.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF MONTEREY)

On _____ before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

(SEE ATTACHED)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF MONTEREY)

On _____ before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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WITNESS my hand and official seal.

Signature _____ (Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Santa Clara)

On October 22, 2025 before me, Corinna Sebastian Albert, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Bryan Roberts
Name(s) of Signer(s)

,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

CORINNA SEBASTIAN ALBERT
Notary Public - California
Santa Clara County
Commission # 2485345
My Comm. Expires Mar 25, 2028

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Santa Clara)

On October 22, 2025 before me, Corinna Sebastian Albert, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Adrienne D. Roberts
Name(s) of Signer(s)

,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

CORINNA SEBASTIAN ALBERT
Notary Public - California
Santa Clara County
Commission # 2485345
My Comm. Expires Mar 25, 2028

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

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Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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ACCEPTANCE AND CONSENT TO RECORDATION

This is to certify that the interest in real property conveyed by the deed or grant dated **March 27, 2024** from **Bryan Roberts and Adrienne D. Roberts, Trustees of The Roberts Family 2008 Trust** to the County of Monterey, a political corporation and/or governmental agency is hereby accepted by order of the Board of Supervisors on _____, (or by the undersigned officer or agent on behalf of the County of Monterey pursuant to authority conferred by resolution of the Board of Supervisors adopted on _____,) and the grantee consents to recordation thereof by its duly authorized officer.

DATED: _____.

_____
Chris Lopez
Chair, County of Monterey Board of Supervisors

ATTEST:
DATED: _____.

_____
Valerie Ralph
Clerk of Said Board

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) SS.
COUNTY OF MONTEREY)

On _____ before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

Approved as to form:
Susan K. Blitch, County Counsel

By: _____ DATED: 10-30-25

Type/Print Name: Robert I. Brayer, Deputy County Counsel

EXHIBITS TO BE ATTACHED TO:
CONSERVATION AND SCENIC EASEMENT DEED

1. ***EXHIBIT "A":*** Full legal description of the entire property for which a Development Permit was granted. The legal description may be obtained from a grant deed or title report for the property. A parcel number will not be accepted as a legal description.

2. ***EXHIBIT "B":*** A copy of Monterey County Resolution granting the Development Permit.

3. ***EXHIBIT "C":*** An official surveyor's map, parcel map or plot plan, accompanied by a metes and bounds description, prepared by a licensed surveyor, showing the exact location of the easement on the property. Exhibits shall be marked as C-1, C-2, etc.

"ANY EXHIBIT(S) MUST BE NO LARGER THAN 8 1/2" X 14"

EXHIBIT "A"

(PLN230064)

REAL PROPERTY SITUATE IN THE UNINCORPORATED AREA OF THE COUNTY OF MONTEREY, STATE OF CALIFORNIA IN SECTION 6, TOWNSHIP 18 SOUTH, RANGE 1 EAST, MOUNT DIABLO BASE & MERIDIAN, DESCRIBED AS FOLLOWS:

Beginning at a 4"x4" Redwood post marked "F.G.W." standing on the westerly boundary of State Highway No. 1, said Point of Beginning being Engineer's Station 266+91.78 from which bears North 38° 45' 24" West 4724.30 feet a township corner post marked "T.17S., R.1E., S 31 and T. 18 S, R. 1 E., S 6" and running thence:

1) Along said westerly boundary of State Highway No. 1 South 10° 53' 30" East, 232.62 feet to a 4" x 4" post; thence
2) Leaving said westerly boundary, South 81° 03' West, 249.00 feet to a 4" x 4" post; thence
3) North 80° 12' West, 170.45 feet to a 4" x 4" post; thence
4) North 79° 46' West, 169.04 feet to the Ordinary High Tide of the Pacific Ocean; thence
5) Along and following said High Tide Line northerly and easterly to a point where said tide line intersects the southerly boundary line of the lands of the Carmel Land Co., and or Paul Flanders; thence
6) Along said southerly boundary line of the lands of said Carmel Land Co., and or Paul Flanders, 209.62 feet easterly to the intersection of said southerly boundary with the westerly line of the aforesaid State Highway No. 1; thence
7) Along said westerly line of said State Highway No. 1, 261.50 feet easterly and southerly to the **Point of Beginning**.

Containing 4.147 acres.

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EXHIBIT B

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

In the matter of the application of:
ROBERTS BRYAN & ADRIENNE D TRS (PLN230064)
RESOLUTION NO. 24-006
Resolution by the County of Monterey Planning Commission:

1) Finding that the project qualifies for Class 1 and 5 Categorical Exemptions pursuant to CEQA Guidelines sections 15301 and 15305, and that none of the exceptions from CEQA Guidelines 15300.2 apply; and
2) Approving a Combined Development Permit consisting of a:
    a. Coastal Development Permit to allow a Lot Line Adjustment to merge two parcels resulting in a single 4.15 acre parcel;
    b. Coastal Administrative Permit and Design Approval to allow:
        i. the remodel, partial demolition and minor of an existing 12,176 square foot single family residence, resulting in a 12,636 square foot single family residence;
        ii. demolition of existing 397 square foot detached guest house and replacement with a 424 square foot detached guest house;
        iii. demolition of a 644 square foot attached garage and construction of a 941 square foot detached garage; and
        iv. associated site improvements including approximately 800 cubic yards of grading with 750 cubic yards of cut and 50 cubic yards of fill, repaving an existing driveway, installing an auto court, pathways, post-construction drainage improvements, a pool deck, and a pool;
    c. Coastal Development Permit to allow development within the Critical Viewshed;
    d. Coastal Development Permit to allow development within 50 feet of a bluff;
    e. Coastal Development Permit to allow development on slopes in excess of 30%; and
    f. Coastal Development Permit to allow development within 100 feet of environmentally sensitive habitat area.

[PLN230064 Roberts Bryan & Adrienne D Trs, 37600 Hwy 1 Big Sur Coast Land Use Plan (APN: 418-111-012-000)]

The Roberts Bryan & Adrienne D Trs application (PLN230064) came on for a public hearing before the County of Monterey Planning Commission on March 27, 2024. Having considered all the written and documentary evidence, the administrative record, the staff report, oral testimony, and other evidence presented, including the conditions of approval and project plans, the County of Monterey Planning Commission finds and decides as follows:

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FINDINGS

1. FINDING: **CONSISTENCY** – The Project, as conditioned, is consistent with the applicable plans and policies which designate this area as appropriate for development.

EVIDENCE: a) The project has been reviewed for consistency with the text, policies, and regulations in:

- the 1982 Monterey County General Plan;
- Big Sur Coast Land Use Plan ("BSC LUP");
- The Monterey County Coastal Implementation Plan Part 3, Regulations for Development in the Big Sur Coast Land Use Plan ("CIP");
- Monterey County Coastal Subdivision Ordinance ("Title 19"); and
- The Monterey County Coastal Implementation Plan Part 1, the Zoning Ordinance ("Title 20").

Communications were received from the Big Sur Land Use Advisory Committee indicating that the project was inconsistent with scenic resources protection policies in the Big Sur Coast Land Use Plan. The project was re-designed to address these inconsistencies as detailed in Finding No. 2, and referred to the LUAC for re-review as detailed in Finding No. 1, Evidence "s". As re-designed, no conflicts were found to exist. No other communications were received during review of the project indicating any inconsistencies with the text, policies, and regulations in these documents.

b) Allowed Use. The property is located at 37600 Hwy 1, Big Sur (APN: 418-111-012-000). The parcel is zoned Watershed and Scenic Conservation with a Density of 40 acres a unit and a Design Control Overlay in the Coastal Zone or "WSC/40-D (CZ)".

The project proposes an extensive remodel, including a partial demolition and minor addition, of an existing single-family residence, demolition and reconstruction of a guesthouse, construction of a detached garage, and associated site improvements including a pool, auto court, and stormwater facilities, and merger of two legal lots of record into one 4.15 acre lot. The project is within 50 feet of a coastal bluff, 100 feet of environmentally sensitive habitat area, and portions of the site and structures are viewable within the Critical Viewshed.

The WSC/40-D(CZ) zoning principally allows the first single-family home on a legal lot of record, guest houses, and non-habitable accessory structures subject to a Coastal Administrative Permit (Title 20 sections 20.17.040.A, 20.17.040.B, and 20.17.040.E, respectively). Lot Line Adjustments are conditionally allowable uses requiring a Coastal Development Permit per Title 20 section 20.17.050.JJ. Per Title 19 section 19.09.005.E, properties may be merged through the lot line adjustment process. Development within the Critical Viewshed, on slopes of 30 percent or greater, and within 100 feet of environmentally sensitive habitat area are all non-exempt development requiring a Coastal Development Permit in each case (Title 20 sections

20.17.030.B, 20.17.030.C, and 20.17.030.E). Title 20 section 20.70.120 also lists development within 50 feet of coastal bluffs as an exception to the Coastal Development Permit exemptions, therefore requiring a Coastal Development Permit.

The necessary entitlements for the development are included in the project description and all uses are either principally or conditionally allowable. Therefore, the project is an allowed use for this site.

c) Lot Legality. While the property has one assessor's parcel number (APN 418-111-012-000), it contains two separate legal lots of record. The property with the existing residence, "Parcel A" contains 1.59 acres. "Parcel B" is a separately described vacant property north and west of Parcel A containing approximately 2.56 acres. A parcel may be considered a legal lot of record if it is specifically and separately described as a lot within a deed that may describe several parcels, provided that the deed was recorded prior to March 2, 1964 and the property complied with the zoning requirements in existence at the time the deed was recorded. In this case both parcels are individually and separately described in the deed in Volume 746 of Official Records of Monterey County at Page 352 recorded December 1, 1941. The first sectional district map establishing zoning for the properties, Ordinance No. 578, was adopted February 11, 1946, meaning that the property had no zoning classification at the time the deed was recorded in 1941. The zoning ordinance in effect at the time, Ordinance No. 377, adopted on October 6, 1930 had no regulations for properties which did not have a zoning designation. The summary section of Ordinance No. 377 states "[I]t should be clearly understood that this ordinance is not regulating County property as a whole. At this time-October, 1930-its provisions have only been applied in zoning the Carmel Highlands area and The Point adjacent to Carmel." As there were no zoning requirements in existence for these properties at the time that the deed was recorded in 1941, and they are both specifically and separately described in their current configuration, the County recognizes both Parcel A and B as separate legal lots of record.

d) Development Standards. The development standards for the WSC zoning are codified in Title 20 section 20.17.060. Additional regulations specific to guest houses are codified in Title 20 section 20.64.020. The project is consistent with the maximum allowable structure height, maximum building site coverage, setback, and minimum building site standards as detailed the subsequent evidence. As both properties are significantly less than 40 acres in size, they both exceed the maximum density allowed by the WSC/40 zoning district, however this is a legal non-conforming condition, and the lot merger would reduce the nonconformity.

e) Structure Height. The maximum allowable structure height of main structures is 24 feet, non-habitable accessory structures is 15 feet, and guest houses is 12 feet, all measured from average natural grade. The proposed residence (main structure) is 22 feet and 5 inches, the proposed detached garage is 9 inches, and the proposed guest house is 11 feet and 6 inches, all within the allowable height maximums.

f) Building Site Coverage. Existing Parcel A is 1.59 acres and existing Parcel B is 2.56 acres, more or less. After the merger, the resulting property would be 4.15 acres (180,656 square feet). The maximum allowable building site coverage is 10 percent (18,065 square feet), and the proposed coverage is 5.3 percent (9,505 square feet).

g) Guest House Size. The maximum allowable floor area for guesthouses is 425 square feet. The proposed guest house is 424 square feet.

h) Minimum Building Site. The minimum building site size in the WSC zoning is 1 acre. The resulting property after the merger is 4.15 acres, in compliance with this requirement.

i) Setbacks – Main Structures. The minimum setbacks for main structures are 30 feet (front), 20 feet (side), and 20 feet (rear). The proposed setbacks for the main residence of 215 feet and 10 inches (front), 37 feet 6 inches (south side), 124 feet 5 inches (north side), and 130 feet and 11 inches (rear) comply with these minimum requirements.

j) Setbacks – Accessory Structures. The minimum setbacks for habitable accessory structures are 50 feet (front), and 6 feet (sides and rear). The setbacks for non-habitable accessory structures are 50 feet (front), 6 feet (side for the front half of the property), 1 foot (side for the rear half of the property), and 1 foot rear. The project includes two accessory structures, a detached garage (a non-habitable accessory structure) and a guest house (a habitable accessory structure). The proposed garage has an 80-foot front setback, its closest side setback is 72 feet, and its rear setback is greater than the main residence (making it greater than 130 feet). The proposed guest house front setback is 165 feet 5 inches, its closest side setback is 20 feet 1 inch, and its rear setback is greater than the main residence. Therefore, both accessory structures comply with their respective minimum setback requirements.

k) Setbacks – Between Structures. The required minimum setback between main and accessory structures is 10 feet and the required minimum setback between accessory structures are 6 feet. The setbacks between structures meet these minimum requirements:
   - The setback between the detached garage (accessory structure) and guest house (accessory structure) is 66 feet and 6 inches.
   - The setback from the detached garage and single-family residence (main structure) is greater than 66 feet and 6 inches.
   - The setback between the guest house (accessory structure) and single-family residence (main structure) is greater than 40 feet.

l) Density. In the WSC zoning, the maximum allowable density is that which is shown on the sectional district map, based on acres per unit. In this case, the property is zoned WSC/40, so the maximum allowable density is 1 unit per 40 acres. The BSC LUP addresses the purpose of the 40 acre per unit requirement, "[T]he Watershed and Scenic Conservation District will permit subdivision at a density rate of 40 acres or more per parcel as a means of deterring further development from harming the rural character of the land." Existing Parcel A is 1.59 acres and developed with a residence, making it non-conforming as to density. Parel B at 2.56 acres is similarly non-conforming to density. After the lot merger with Parcel B, the property would be 4.15 acres, which would still be non-conforming as to density. As they are legal lots

of record, these are legal non-conforming conditions. Merging the properties would somewhat reduce the non-conformity as the resulting property would be greater in size and closer to the density requirement of 1 unit per 40 acres. The merger would also effectively eliminate an undeveloped legal lot of record in the Big Sur Critical Viewshed which contains environmentally sensitive habitat area. The implementation section of the BSC LUP section 7.2.4 encourages such mergers: "[M]erger of contiguous substandard size lots held by the same owner is an appropriate mechanism in areas designated as restoration areas in which development of individual legal lots of record would harm the existing natural uses." As the merger would reduce an existing legal non-conformity and such mergers are encouraged by the BSC LUP, not meeting the 40 acre per unit density should not preclude approval of the merger.

m) Scenic Resources and Design. The project is consistent with the Big Sur Coast Land Use Plan policies protecting scenic resources and their implementing regulations in the Monterey County Coastal Implementation Plan, as detailed in Finding No. 2 and supporting evidence.

n) Environmentally Sensitive Habitat Areas. The project is consistent with the Big Sur Coast Land Use Plan policies protecting environmentally sensitive habitat areas and their implementing regulations, as detailed in Finding No. 5 and supporting evidence.

o) Hazardous Areas. The project is consistent with the Big Sur Coast Land Use Plan policies regarding development in hazardous areas and near coastal bluffs and their implementing regulations in the Monterey County Coastal Implementation Plan, as detailed in Finding No 8, development within 50 feet of a bluff, and supporting evidence.

p) Archaeological Resources. An archaeological report dated January 2019 (LIB190041) had previously been prepared for the property by Susan Morley, M.A., and which included the presently proposed development area in accordance with CIP section 20.145.120.B.5. The report included archival research from the Northwest Regional Information Center and a field survey by a qualified archaeologist. Archival research did not identify any resources onsite, with the nearest prehistoric site being over 1,000 feet from the property. The field survey did not identify any evidence of resources onsite. Therefore, no impacts to cultural resources are anticipated. Nevertheless, the County's standard condition has been applied, which requires that the applicant stop work within 50 meters and contact HCD-Planning and a qualified archaeologist if any previously unknown resources are uncovered during construction.

q) Forest Resources. No trees are proposed for removal. Nevertheless, a Forest Management Plan (LIB230085) was prepared by forester Frank Ono in accordance with CIP section 20.145.060.B. The site is primarily forested with Monterey cypress trees of varying sizes and maturity. The plan concluded that the project would not harm any individual trees, but recommended tree protection measures including temporary fencing and wrapping of trunks, monitoring of excavation expected to encounter tree roots, keeping any excavation fill away from trees, and that the

applicant enter into a monitoring contract with a qualified forester prior to issuance of construction permits to ensure that the recommendations of the plan are adhered to. Condition No. 11, Tree and Root Protection is applied which will require the applicant to protect trees through construction and incorporate the measures recommended by the forester.

r) Historical Resources. In accordance with CIP section 20.145.110.B, a historical report (LIB230115) was prepared to analyze the potential of the project to impact historical resources. According to the report, the existing residence was constructed circa 1960, and the existing guest house was constructed circa 1990. The report concluded that the main residence lacked both significance and integrity, making it not a historical resource, and that the guest house was not old enough to be considered potentially historic. Therefore, the project would not impact any historical resources.

s) Land Use Advisory Committee (LUAC) Review. The project was referred to the Big Sur Land Use Advisory Committee (LUAC) for review and recommendation in accordance with Board of Supervisors Resolution No. 15-103, as it involves a Design Approval subject to a public hearing and a Lot Line Adjustment (in this case a merger) in the Coastal Zone. On September 26, 2023 the LUAC conducted a site visit and then a meeting, where they voted 2-1 to recommend approval of the project with changes. The LUAC were concerned with the proposed garage and replacement guest house, which would be viewable in the Big Sur Critical Viewshed. BSC LUP Key Policy 3.2.1 prohibits all future public and private development visible from Highway 1 and major public viewing areas (the Critical Viewshed). More detailed discussion of this and other LUP Scenic Resources policies is detailed in Finding No. 2 and supporting evidence. To address this the LUAC recommended both the proposed garage and guest house be removed from the project. The LUAC also had concerns regarding the increase is night time lighting viewable from the Critical Viewshed due to the quantity of glass on the single-family residence, and that limbing of the cypress trees onsite had made the existing residence more visible from the Critical Viewshed. To address these issues, they recommended shading the windows at night, having downcast interior and exterior lighting, and incorporating some vegetative landscaping screening.

The applicant re-designed the project and submitted supplemental information in order to address the LUAC's concerns. They reduced the height of the proposed guest house by 3 feet 3 inches (from 14 feet 9 inches to 11 feet and 6 inches). The proposed guest house is to replace an existing guest house that would be demolished as part of the application, and while BSC LUP Policy 3.2.3.A.7 encourages resiting or redesign to conform to Key Policy 3.2.1, it does allow replacement of structures in the Critical Viewshed provided that the replacement does not increase the visibility of the structure. The applicant also reduced the proposed detached garage by 6 feet and 9 inches (from 7 feet and 6 inches to only 9 inches above average natural grade). They are also proposing to fill the artificially flattened lawn area with to incorporate the garage into the topography of the site and render the garage not

visible from the Critical Viewshed. The applicant is proposing automatic shading that will drop at sunset, preventing night interior lighting from spilling out or causing a "lanterning" effect, and included a concept landscaping plan as part of their planning submittal.

Staff referred the re-designed project back to the LUAC, who conducted a subsequent site visit and meeting on February 27, 2024. The re-designs were received positively, "LUAC members commended the project manager and the owner for a good modification of the plan," and the LUAC recommended approval of the re-designed project as proposed 5-0. Areas of concern mentioned in the meeting minutes for the February 27, 2024 meeting the lighting visibility in the critical viewshed and landscaping, similar to the discussions at the September 26, 2023 meeting. Condition No. 6 is incorporated to ensure that low-lying landscaping screening is installed and maintained. Condition No. 7 requiring an exterior lighting plan is also incorporated to prevent light pollution. Due to the specific concern expressed by the LUAC regarding light form the interior of the structure, a provision is included in this condition that requires installation of the proposed automatic shades.

t) The project planner conducted site inspections on March 30, 2023, September 26, 2023, January 17, 2024, and February 27, 2024 to verify that the project on the subject parcel conforms to the plans listed above.

u) The application, project plans, and related support materials submitted by the project applicant to Monterey County HCD-Planning found in Project File PLN230064.

2. **FINDING:** **CRITICAL VIEWSHED AND DESIGN** – The project preserves Big Sur's scenic resources and avoids or minimizes impacts to the Critical Viewshed in accordance with the applicable goals and policies of the Big Sur Coast Land Use Plan (LUP); The Monterey County Coastal Implementation Plan Part 3, Regulations for Development in the Big Sur Coast Land Use Plan (CIP); and assures protection of the public viewshed and neighborhood character in accordance with the Design Control "D" Overlay Zoning District.

EVIDENCE:

a) The property is subject to the Scenic Resources Policies of the Big Sur Coast Land Use Plan (BSC LUP), their implementing regulations in the in the Monterey County Coastal Implementation Plan Part 3, Regulations for Development in the Big Sur Coast Land Use Plan (CIP), and a Design Control "D" Zoning Overlay district.

b) The property is in Big Sur west of Highway 1, between the highway and the ocean. North of the site along Highway 1 are the intersection of the highway and Palo Colorado Road, then Rocky Point. South of the site is Rocky Creek Bridge. Highway 1 in Big Sur is one of the most visually spectacular stretches of coastline in the nation, "[T]he aesthetic and scenic qualities and semi-wilderness character of the coast have received national and even international acclaim. Accordingly, the issue of visual resource protection is probably the most significant and far reaching question concerning the future of the Big Sur coast." (BSC LUP section 3.2) Along this portion of highway the general visual character is views of grass/prairie and the rocky coastline to the west,

and rolling hills with chaparral to the east. These views are partially interrupted by portions of the highway which appear to have been cut into the existing hillsides, where slopes block most views in either direction. The viewshed is also partially degraded by the presence of telephone poles and cables east of the highway. A few residences and appurtenant site improvements such as fences, driveway entrances, and mailboxes are visible driving along this portion of the highway.

c) Critical Viewshed Key Policy. Recognizing the Big Sur coast's outstanding beauty, BSC LUP Key Scenic Resources Policy 3.2.1 prohibits all public and private development in the Big Sur Critical Viewshed, which includes everything within sight of Highway 1. There are supplemental policies addressing parcels partially in the Critical Viewshed (BSC LUP Policy 3.2.3.A.2) and replacement structures (BSC LUP Policy 3.2.3.A.7) which are discussed in greater detail below.

d) Critical Viewshed Determination Procedure. The procedure for identifying whether a property is in the Critical Viewshed is detailed in LUP Policy 3.2.3.B.1., which indicates that the structure shall be accurately flagged to show dimensions, height, and rooflines. Visibility will be considered in terms of normal, unaided vision in any direction for any amount of time at any season, and views from Highway 1 shall not be obscured by artificial berming or landscaping.

e) Critical Viewshed Determination. The replacement guest house and detached garage were staked and flagged in accordance with BSC LUP policy LUP Policy 3.2.3.B.1. The planner conducted site visits on March 30, 2023 and September 26, 2023 to review the visual character of the site and the proposed project. After these visits the project was re-designed and re-flagged, and the planner conducted subsequent site visits on January 17, 2024, and February 27, 2024. The following is a description of the viewshed for the traveling public going from north to south:

- The existing residence is visible along Highway 1 from approximately 0.68 miles to the northeast (distances measured directly from highway to the closest point of the structure/property).
- As motorists drive south around the bend past Palo Colorado Road, the existing residence is visible while the rest of the site is screened.
- Along the straight away 0.17 miles north of the property the site is completely blocked from view by a knoll/hillside east of Highway 1.
- Driving south past this knoll the roofline of the existing residence becomes visible again.
- Continuing south as you approach the entrance driveway a low profile stone wall, gate, and mailbox are visible.
- Looking directly west from the center of the site a water tank, fencing, existing driveway and hardscape, the flagging for the replacement guesthouse, and the flagging for the garage become visible, with the existing residence visible behind them.

- Continuing to the south and looking northwest these structures are obscured by Monterey cypress but remain visible.
- Continuing south eventually only the roof of the existing residence is visible, and then the site and all structures pass out of view entirely.
- A heavily vegetated knoll approximately 0.28 miles south of the site blocks the site entirely from view from areas further south.

In summary, the site contains structures and site improvements in the Critical Viewshed, with the existing single-family residence being the most visually prominent. Site improvements and accessory structures become visible for the travelling public immediately east of the site and remain visible for a brief period of time.

f) Policy 3.3.2.A.7. This policy addresses replacement and enlargement of existing structures, "[T]he general policy concerning replacement of structures shall be to encourage resiting or redesign in order to conform to the Key Policy. Replacement or enlargement of existing structures, or structures lost in fire or natural disaster within the critical viewshed shall be permitted on the original location on the site, provided no other less visible portion of the site is acceptable to the property owner, and provided the replacement or enlargement does not increase the visibility of the structure. Replacement or enlargement of structures outside the critical viewshed shall be permitted as long as such replacement or enlargement does not cause the structure to intrude into critical viewshed." The replacement of the guest house, remodel of the single-family residence, and replacement site improvements are all consistent with this policy:

- The guest house has been re-sited to a less visible location, and re-designed from the existing guest house in order to reduce its visibility. As the existing guesthouse is sited, the flat roof is prominently visible, and a portion of the structure appears to obstruct blue ocean views, both of which draw viewers eyes to the structure. The proposed guest house would bring the guest house further inland, such that it no longer silhouettes against the ocean. The flat roof would be re-oriented, so that it isn't as visually prominent and doesn't draw viewers eyes toward it. The overall height of the structure is being reduced by 2 feet and 6 inches from 14 feet existing to 11 feet 6 inches.
- The remodeled residence would be slightly less visible than the existing residence from certain vantage points, particularly north of the site looking southwest. This is due to the removal of the southern portion of the residence and the changes to the roof profile on the south façade, which reduce the ridge at that location and pull portions of the structure away from the bluff.
- The existing site improvements, including the driveway and artificial lawn area are visible from Highway 1 looking east and encompass the majority of the site between the existing driveway and residence. The proposed site improvements, including the driveway, auto-court, walkway, and pool, are sited in a similar configuration, such that they would not increase visibility or adversely impact the viewshed.

The detached garage is a new structure rather than a replacement structure, and is therefore evaluated under Policies 3.3.2.A.2, 3.3.2.A.3, and 3.3.2.A.9 as detailed in Evidence "g" below.

g) BSC LUP Policy 3.3.2.A.2 and 3.3.2.A.3. These policies address properties partially in the Critical Viewshed, "[T]he best available planning techniques shall be used to permit development of parcels partially in the critical viewshed. These may include clustering of structures, sensitive site design, design control, transfer of development credits, and other techniques designed to allow development on such parcels outside the critical viewshed," and "[W]here it is determined that an alternative building site on a parcel would result in conformance to the Key Policy, then the applicant will be required to modify his proposal accordingly. Similarly, changes in the design, height, or bulk of proposed structures will be required where this will result in an approvable project."

The detached garage is consistent with these policies. The first iteration of the project design included a new structure that was visible in the Critical Viewshed, inconsistent with Key Policy 3.2.1. However, after the LUAC meeting on January 15, 2024 the applicants revised their proposal to change the design and height of the proposed structure to ensure conformance with the key policy as required by Policy 3.3.2.A.3. This was done by a combination of height reduction and site grading. The overall height of the garage from 7 feet 6 inches above average natural grade to 9 inches above average natural grade. To ensure that the garage is not visible at all the applicants are re-contouring the site such that the entire garage would be underground and not visible. This is consistent with Policy 3.3.2.A.2, which requires that the best available planning techniques be used permit development of parcels partially in the critical viewshed. The Landscaping Condition No. 6 is incorporated and includes project specific language that requires that the grading contours and fill above the garage be maintained in perpetuity with vegetative cover to prevent the garage from becoming visible in the future. Building the garage into the landscaping in this manner is a unique approach that would not necessarily be supportable in other cases or for other projects. The critical viewshed determination Policy 3.2.3.B.1 states that visibility shall be considered without artificial berming or landscaping. In this case the applicants are restoring the contours of the site that had been graded down to create a lawn, not berming or mounding up. This creative grading approach is supportable due to the unique site-specific factors applicable to the Robert's property:

- The grading would not create artificial knolls or mounds that would increase the overall grade height, be man made in appearance, or impede visual access.
- In the lawn area the existing topographic contours are inconsistent with the adjacent grade, and there are retaining walls along the eastern portions of this lawn that show where artificial cut had been made, so there is reasonable certainty that

this area was artificially graded down to create a flatter terrace for the lawn.
- The resulting grade would match the adjacent grading contours to create a more natural appearance.
- Critically, this work is being performed with other work that reduces the overall visibility of the structures in the Critical Viewshed. This is detailed further in evidence "h" below.

h) Reduction in Visibility. Multiple elements of the design work together to reduce the visibility of the existing development overall. For the primary residence, the ridge of the home on the northern elevation is being reduced by approximately 2 feet. Additionally, approximately 785 square feet on the northwestern portion of the residence is being removed, pulling the residence in that area approximately 15 feet away from the bluff edge. As discussed below, the revised colors, materials, and roof forms for the residence and guest house further subordinate those structures to the natural environment. The height of the existing guest house is 14 feet, while the height of the proposed guest house is 11 feet and 6 inches. The guest house is also being reside approximately 22 feet east; pulling it closer to the highway in this case reducing its visibility and visual prominence as it no longer silhouette over the ocean.

i) Design Control. The existing residence, initially constructed in 1960 and subsequently added to and altered after 1977 is a large 12,176 square foot (12,820 square feet if the 644 square foot attached garage is included) building with brown textured cement stucco, stone, vertical wood siding, extensive glazing, and composition shingle roofing. The colors and materials of the residence partially subordinate the structure to the surrounding visual environment, however its large form and extensive glazing draw attention toward the structure inconsistent with the surrounding rural character of Big Sur. The historical report prepared for the project (LIB230115) by Kent L. Seavey has a less than flattering analysis of the present design, stating "the roof system is a hodge -podge of differing forms, shapes and angles that appear as if they were plugged in or glued on randomly to the barn-like main building block between 1979 and the early 1980s," and "Fenestration is irregular, with a random selection of fixed, casement type and pop-out windows that appear to have come off the shelves of Home Depot and applied to the building envelope as disproportionately as possible." The report summarizes "The subject property is a failed attempt to envoke *[sic]* the organic aesthetic design concepts and principles introduced by frank Lloyd Wright and others that found expression elsewhere throughout Big Sur during the 1960s and 1970s." the proposed project would replace the colors and materials with weathered wood siding, stone siding and site walls, a standing seam copper roof, grey stone paving, and dark patina steel frame doors and windows. A western portion of the residence is being removed, and the roof form simplified in that location. The result of the proposed alterations will be a structure with materials that better subordinate it to the surrounding environment, with more uniform and consistent fenestration (doors and windows), and a simplified more visually pleasing roof profile. The guest house

will have the same architectural finishes as the primary residence, and its simple angled roofs are closer in style to the residence than its current flat roof. Therefore, the design of the proposed project assures protection of the public viewshed and neighborhood character.

j) Landscaping. Condition No. 6 is applied which will require the applicant to prepare a landscaping plan and submit it to HCD-Planning for review and approval prior to issuance of construction permits, install the landscaping, and maintain it in perpetuity. Specific language has been included in this condition that requires that any landscaping adjacent to Highway 1 be low-profile plants that would not block ocean views.

k) Lighting & Glass. In accordance with CIP section 20.145.030.B.4. an exterior lighting plan condition has been applied, which will require that exterior lighting be shielded to reduce its long-range visibility, and that the light source not be visible. Further, exterior lighting shall be downlit and minimal to reduce as much as possible light pollution. Due to the quantity of glass on the residence, the LUAC expressed concern both regarding glare and night time lanterning from lights in the residence. The applicant is proposing an anti-glare glass and to have an automatic shade that would deploy at night to prevent any night time lanterning. The Exterior lighting plan condition includes language that requires that the applicant include these features on the building permit plan set, and that they provide verification that they were installed in accordance with the plan prior to building final inspection. While the LUAC had also expressed a desire that interior lights be downlit, this was not included as a permit condition as the automatic shades would substantively address the concern.

l) Scenic Easement. CIP section 20.145.030.A.2.h. requires that as a condition of approval for properties in the critical viewshed, that the owner grant a scenic easement to the County over existing vegetated areas where development could be located in within the critical viewshed. Condition No. 10 is applied to implement this regulation. The exact areas subject to the easement would be reviewed and approved by HCD-Planning, and then the easement will be taken to the Board of Supervisors for review and acceptance. BSC LUP Policy 3.3.2.3 requires conservation and scenic easements for environmentally sensitive habitat areas as well, so the easement would include sensitive habitat areas regardless of their visibility in the Critical Viewshed and enumerate that the scenic easement also protects the bluff and sage scrub environmentally sensitive habitat areas on the north and northwestern coastal bluffs. These areas with existing/approved development, and those areas landward of the 50 year bluff and slope stability setback shall not be subject to the easement.

m) Land Use Advisory Committee (LUAC) Review. The Big Sur LUAC, the advisory body whose purview includes site design considerations, recommended approval of the project as proposed 5-0 on February 27, 2024.

n) The project planner conducted site inspections on March 30, 2023, September 26, 2023, January 15, 2024, and February 27, 2024 to verify

that the project on the subject parcel conforms to the policies and regulations listed above.

o) The application, project plans, and related support materials submitted by the project applicant to Monterey County HCD-Planning found in Project File PLN230064.

3. **FINDING:** **DEVELOPMENT ON SLOPES (Auto court and Pathways)** – There is no feasible alternative which would allow development to occur on slopes of less than 30% and, as sited and designed, the project better achieves the goals and policies of the Monterey County Local Coastal Program.

EVIDENCE:

a) The project includes approximately 1,200 square feet of development on man-made slopes, to install an auto court with a fire truck turnaround and a paved pedestrian path to the auto court. These areas of slope are entirely man-made and appear to be the result of cut and fill for the construction of the paving directly in directly east of the residence and the existing artificial lawn area further east of the residence.

b) Title 20 section 20.64.230 prohibits development on slopes in excess of 30% unless a finding can be made that either there is no feasible alternative which would allow development to occur on slopes of less than 30%; or the proposed development better achieves the goals, policies and objectives of the Monterey County Local Coastal Program than other development alternatives.

c) In this case the development on 1,200 square feet of man-made slopes is unavoidable and better meets the goals and policies of the Monterey County Local Coastal Program, specifically the policies of the Big Sur Coast Land Use Plan (BSC LUP).

d) There is no existing fire truck turnaround on the site, and installing one either at the present garage location, or the proposed detached garage would necessitate development on slopes. The local amendments to the California Fire Code, Monterey County Code section 18.09.030.5, require bringing structures with significant alterations into conformance with current fire code requirements, which would include the provision of a fire truck turnaround for emergency access. Additionally, the parking regulations in Monterey County Code section 20.58.040 require 2 parking spaces for a single-family residence. As parking is required by the zoning ordinance, a fire truck turnaround would be required to meet current health and safety requirements, development on slopes would be unavoidable in this case.

e) BSC LUP Policy 3.2.3.A.4 indicates that grading or excavations shall not be allowed to damage or intrude upon the critical viewshed, including all alterations of natural landforms. In this case the changes would not alter any natural land forms or degrade the critical viewshed. These slopes are man-made features which do not contribute to the scenic quality or character of the site or surrounding area.

f) BSC LUP Policy 3.3.2.6 indicates that where structures are permitted on properties with environmentally sensitive habitat areas, structures shall be clustered in the least sensitive habitat areas. In this case, placement of the auto court and access path to it inland east of the residence clusters the parking and development away from the bluff and sage

scrub environmentally sensitive habitat area, in greater conformance with this policy.

g) An erosion control plan would be required prior to issuance of construction permits by Monterey County Code section 16.12.060, which would prevent any erosion related impacts from grading operations, including this sloped portion of the property.

h) The project planner conducted site inspections on March 30, 2023, September 26, 2023, January 15, 2024, and February 27, 2024 to verify that the project on the subject parcel conforms to the policies and regulations listed above.

i) The application, project plans, and related support materials submitted by the project applicant to Monterey County HCD-Planning found in Project File PLN230064.

4. FINDING: **DEVELOPMENT ON SLOPES (Drainage Improvements)** – There is no feasible alternative which would allow development to occur on slopes of less than 30% and, as sited and designed, the project better achieves the goals and policies of the Monterey County Local Coastal Program.

EVIDENCE:

a) Title 20 section 20.64.230 prohibits development on slopes in excess of 30% unless a finding can be made that either there is no feasible alternative which would allow development to occur on slopes of less than 30%; or the proposed development better achieves the goals, policies and objectives of the Monterey County Local Coastal Program than other development alternatives.

b) The project proposes to install a storm drain line that conveys stormwater past the bluff into the ocean, which would require approximately 280 square feet of development on slopes, approximately 2 feet wide of disturbance for a 140 lineal foot pipe. The definition of development in Title 20 section 20.06.310 includes the placement of any structure, including pipes.

c) The Monterey County Coastal Implementation Plan (CIP) section 20.145.080.A.2 requires that where a geologic report is prepared for a project, the recommendations of that report be incorporated into the project design. In this case, the geotechnical report (LIB230087) prepared by Ashton Buckner, P.E. and Moses Cuprill, P.E. recommendations 42 – 44 directly address drainage that proper control of storm water will be essential to the project and recommending that runoff be conveyed to suitable discharge locations away from the coastal bluff, and not be allowed to flow onto the bluff.

d) To discharge stormwater away from the bluff would require installing a stormwater system line that goes beyond. As the property is bounded on all sides by slopes in excess of 30 before the bluff, the only way to install a storm drain line that conveys runoff beyond the bluff would be to install run it along in excess of 30 percent. Therefore, development on slopes is unavoidable in this case.

e) The 280 square feet of development on slopes for installation of the line is required to comply with CIP section 20.145.080.A.2 that requires that development incorporate the recommendations of the geotechnical report. CIP section 20.145.080.A.2.g. also requires that site preparation

activities be sited and designed to conform to site topography and minimize the need for grading. The proposed location is the most straightforward and direct path from the site beyond the bluff, meaning that it minimizes impacts to slopes to install it. Attempting to re-align the pipe would potentially impact the dense trees or remnant environmentally sensitive bluff scrub habitat areas, which are northwest and north of the building area. Therefore, installation of the stormwater line and its location better meet the goals, policies, and objectives of the Monterey County Local Coastal Program.

f) The application, project plans, and related support materials submitted by the project applicant to Monterey County HCD-Planning found in Project File PLN230064.

5. **FINDING:** **DEVELOPMENT WITHIN 100 FEET OF ENVIRONMENTALLY SENSITIVE HABITAT AREAS (ESHA)** – The subject project minimizes impact on environmentally sensitive habitat areas in accordance with the applicable goals and policies of the applicable area plan and zoning codes.

EVIDENCE:

a) In accordance with CIP section 20.145.040.A a biological report (LIB23084) was prepared by Pat Regan analyzing the biotic conditions of the site and the potential for the project to impact environmentally sensitive habitats or sensitive species. The report stated that habitat primarily consistent of non-native plant materials on the inland side of the house, including ornamental landscaping and a lawn. There are also Monterey cypress and Monterey pine planted as part of the sites landscaping. More native plant species are present on the coastal side of the house; the plant habitats that were native to the site are Coastal bluff scrub and Coastal Sage scrub, and remnants of both these communities occur on the steep north/northwest facing bluffs on the property.

b) CIP section 20.145.020 defines environmentally sensitive habitat areas as that which plant or animal life or their habitats are particularly valuable because of their special nature or role in an ecosystem. Examples of environmentally sensitive habitat include habitat for rare and endangered species. Seacliff buckwheat is found in dense strands of coastal sage and bluff scrub, and is habitat to the federally endangered Smith's Blue Butterfly. A number of rare plant species documented to occur nearby in Coastal sage and/or bluff scrub include Little Sur manzanita, ocean bluff milk-vetch, Monterey Coast paintbrush, Hutschinson's larkspur, Michael's rein orchid, Yadon's rein orchid, and maple-leaved checkerbloom. Therefore, this remnant bluff and sage scrub is environmentally sensitive habitat area.

c) The remnant bluff and sage scrub areas are on the steep bluffs outside of the project area. No Seacliff buckwheat or any sensitive plant species, including the ones listed above, were identified by the biologist during their survey of the site. While outside of the development area, the development is within 100 feet of environmentally sensitive habitat area, which is non-exempt development requiring a coastal development permit.

d) Within the landscaping area and interface with the undeveloped portions of the site, the biologist identified several invasive plant

species, some of which appear to have been planted in the landscape and others may have spread from other locations where they've become established, including Cape ivy, Poison hemlock, Nasturtium, Licorice, English Ivy, and Calla Lily. The biologist stated "[A] focused effort to remove the invasive species, to keep them from spreading further into wildlands, would be a beneficial part of the landscape plan for the new and revised landscape areas." The project includes proposed landscaping. BSC LUP Policy 3.3.3.A.10 encourages removal of invasives, and 3.3.2.9 requires use of native landscaping species in proposed landscaping. Condition No. 6 requiring a landscaping plan has been applied, which will require that the applicant prepare a landscaping plan with appropriate native planting materials compatible with the surrounding habitats prior to issuance of construction permits. Given the heightened sensitivity of sites which interface with environmentally sensitive habitats, this condition has been modified from the County's standard condition language to require that a qualified biologist review the proposed planting plan prior to issuance of construction permits. This will ensure consistency with the above mentioned BSC LUP policies, as well as BSC LUP policy 3.3.2.7., that land uses adjacent to environmentally sensitive habitat areas be compatible with the long-term maintenance of these resources, including incorporating all site planning and design features needed to prevent significant habitat impacts.

e) BSC LUP Policy 3.3.2.3 requires permanent conservation in environmentally sensitive habitats when new development is proposed on parcels containing such habitats. While the residence on the property is existing development, the new detached garage, replacement guest house, and new hardscape areas are all new development, therefore this policy is applicable to the project. Condition No. 10 is applied which will require that the environmentally sensitive habitat areas on the site, the coastal bluff scrub and Coastal Sage scrub occurring on the steep north/northwest facing bluffs, be placed in a conservation and scenic easement.

f) The project planner conducted site inspections on March 30, 2023, September 26, 2023, January 15, 2024, and February 27, 2024 to verify that the project on the subject parcel conforms to the policies and regulations listed above.

g) The application, project plans, and related support materials submitted by the project applicant to Monterey County HCD-Planning found in Project File PLN230064.

6. **FINDING:** **SITE SUITABILITY** – The site is physically suitable for the proposed development and/or use.

EVIDENCE: a) The project has been reviewed for site suitability by the following departments and agencies: HCD-Planning, HCD-Engineering Services, HCD-Environmental Services, Environmental Health Bureau, and Calfire. County staff reviewed the application materials and plans to verify that the project on the subject site conforms to the applicable plans and regulations, and there has been no indication from these

departments/agencies that the site is not suitable for the development. Conditions recommended have been incorporated.

b) Staff identified the need to analyze site suitability and potential impacts to historic, biotic, and forest resources. The following reports have been prepared to address these issues:
   - "Tree Assessment Forest Management Plan Roberts Residence" (LIB230083) prepared by Frank Ono, Ono Consulting, Pacific Grove, CA, February 10, 2023.
   - "Biological Assessment of 37600 Highway One, Big Sur CA" (LIB230084) prepared by Patrick Regan, Regan Biological & Horticultural Consulting, Carmel Valley, CA, October 25, 2022.
   - "37600 Highway One – Fuel Management Plan" (LIB230085) prepared by Frank Ono, Ono Consulting, Pacific Grove, CA, February 7, 2023.
   - "Geologic and Coastal Bluff Recession Assessment Report" (LIB230086) prepared by Mark Foxx, Haro, Kasunich and Associates, Inc., Watsonville, CA, May 3, 2022.
   - "Geotechnical Investigation and Coastal Hazard Investigation" (LIB230087) prepared by Moses Cuprill, P.E. and Ashton Buckner, P.E., Haro, Kasunich and Associated, Inc., Watsonville, CA, May 3, 2022.
   - "Phase I Historic Review for the residential property located at 37600 Highway 1" (LIB230115) prepared by Kent L. Seavey, Pacific Grove, CA, April 27, 2017.
   - "Preliminary Cultural Resources Reconnaissance of APN 418-111-012" (LIB190041) prepared by Susan Morley M.A., Marina, CA, January 2019.

   The geological and geotechnical reports (LIB230086 and LIB230087) are supplemented by a Technical Memo dated February 10, 2023 by Haro, Kasunich And Associates, Inc. County staff independently reviewed these reports and concurs with their conclusions. There are no physical or environmental constraints that would indicate that the site is not suitable for the use. All development shall be in accordance with these reports.

c) The property contains an existing single-family residence, guest house, and associated site improvements on a property zoned to allow such uses. The proposed project consists of a remodel of this residence, demolition of the guest house and replacement with a new guest house, and construction of a detached garage. As the proposed alterations would not substantially change the existing use of the subject property, the site is suitable for the proposed development.

d) Staff conducted site inspections on March 30, 2023, September 26, 2023, and January 15, 2024 to verify that the site is suitable for this use.

e) The application, project plans, and related support materials submitted by the project applicant to Monterey County HCD-Planning found in Project File PLN230064.

7. **FINDING:** **HEALTH AND SAFETY** – The establishment, maintenance, or operation of the project applied for will not under the circumstances of this particular case be detrimental to the health, safety, peace, morals,

comfort, and general welfare of persons residing or working in the neighborhood of such proposed use, or be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the County.

EVIDENCE:

a) The project was reviewed by HCD-Planning, HCD- Engineering Services, HCD-Environmental Services, the Environmental Health Bureau (EHB), and Calfire. The respective agencies have recommended conditions, where appropriate, to ensure that the project will not have an adverse effect on the health, safety, and welfare of persons either residing or working in the neighborhood.

b) Necessary public facilities will be provided. The project has existing driveway access off of Highway 1, is served by an existing onsite spring, and is served by an existing onsite wastewater treatment system (OWTS, EHB Permit No. ON0120044). EHB reviewed the project and deemed it complete without comment or conditions of approval as no new connections were being proposed for the spring and the scope of work would not require expansion of the existing OWTS.

c) The project is consistent with the Big Sur Coast Land Use Plan policies regarding development in hazardous areas and near coastal bluffs and their implementing regulations in the Monterey County Coastal Implementation Plan, as detailed in Finding No. 9 Health and Safety and Finding No 10, development within 50 feet of a bluff.

d) Staff conducted site inspections on March 30, 2023, September 26, 2023, January 15, 2024, and February 27, 2024 to verify that the site is suitable for this use.

e) The application, project plans, and related support materials submitted by the project applicant to Monterey County HCD-Planning found in Project File PLN230064.

8. FINDING: **DEVELOPMENT WITHIN 50 FEET OF A COASTAL BLUFF –** The project is consistent with the Big Sur Coast Land Use Plan (BSC LUP) policies addressing hazardous areas and development in proximity to coastal bluffs, and their implementing regulations in the Monterey County Coastal Implementation Plan Part 3, Regulations for Development in the Big Sur Coast Land Use Plan (CIP).

EVIDENCE:

a) Geotechnical Report. BSC LUP Policy 3.7.3.A.9 and 3.7.3.A.11 require preparation of geological and geotechnical reports for development in proximity to a coastal bluff, and in areas of known or suspected geologic hazards, to assess geologic hazards and provide recommendations to address them. In this case a geological report (LIB230086) was prepared by engineering geologist Mark Foxx and a geotechnical report (LIB230087) prepared by Moses Cuprill, P.E. and Ashton Buckner, P.E. These two reports are supplemented by a technical design memo prepared by Moses Cuprill, P.E. and Ashton Buckner, P.E. dated February 10, 2023. The geotechnical report states that there are no significant geotechnical or geologic hazards at the site which would prohibit the proposed development, provided the recommendations presented in it are followed in development of project plans and specifications. These include recommendations regarding grading, foundations, utility trenches, drainage, and site plan review.

b) Geological Report. The geological report (LIB230086) described the geology in the vicinity of the site and analyzed potential geologic hazards that could impact the property or project. It concluded that the project was feasible provided the recommendation in it were followed. The report characterized the geology of the site as granodiorite bedrock overlain by recent debris fan deposits. The report also states that there are possibly remnant marine terrace deposits above the bedrock. The debris fan deposits consist of sands, silts and gravels that are very susceptible to erosion. The granodiorite bedrock is much less susceptible to erosion. The existing residence is placed on the debris fan deposits. To the west of the residence is a flat terrace, where a septic tank is sited (a leech field also used to be in this location but has since been moved east of the residence), and an existing walking path, which slopes downward and north parallel to the western property line. This path appears visible in historic coastal imagery of the site in the geologic report from 1972 and 1979. The geological report recommendations included that new habitable development only be constructed inland of the 50 year bluff erosion and instability setback established in it; that development include measures to minimize erosion (such as landscaping and drainage control) and that stormwater runoff dispersal and erosion control be implemented; permit plan review; careful monitoring of future coastal erosion and bluff recession; and that removal of any existing improvements be done in a manner that minimizes removal and impact to underlying soils. The report also recommended foundations be sited seaward of the 50 year bluff setback, However, this was based on the concept of demolishing the existing residence and constructing a new one. The scope of the project was changed since the initial preparation of the geological and geotechnical reports in 2022, and the technical design memo prepared by the geotechnical engineer recommends that any foundations seaward of this setback be deep foundations installed to penetrate below the landslide plane depicted in sections of the site showing the 50 year bluff setback, which would minimize the threat to life and safety of the building occupants in the event of a major landslide.

c) Condition No. 8. - Notice of Report. CIP section 20.145.080.A.2.a. requires that the recommendations of geological and geotechnical reports be incorporated into the project design. To ensure that both the geologist and geotechnical engineers' recommendations are adhered to, Condition No. 8, Notice of Report is applied. This will require the applicant to record a notice on the property stating that all development will be in accordance with the recommendations of the geological and geotechnical reports, including the geotechnical engineers technical design memo dated February 10, 2023.

d) Previous Entitlements. On April 2, 2019 the County Zoning Administrator approved Emergency Coastal Development Permit PLN190043 (Resolution No. 19-43), which allowed a hilfiker retaining wall to stabilize the flat terrace west of the home where the septic tank was present. Resolution No. 19-43 states that large storm events occurred throughout 2018 and the first quarter of 2019, causing seepage, and slumping of the soil behind an existing wood and post retaining

wall that supported the flat terrace. The wall was installed to prevent slumping and stabilize the terrace area. A follow up Coastal Development Permit (PLN190385) was approved by the Zoning Administrator on August 27, 2020 (Resolution No. 20-33), which allowed an additional tied-back solder pile retaining wall east and parallel to the existing walking path. This wall was designed to stabilize the slopes containing the existing residential development and collect and direct seepage away from erodible soils. Lawrence E. Grice, P.E. prepared the previous geotechnical analyses (LIB190043 and LIB190044) for these permits.

e) Tsunami. Tsunami hazards at the property are low, based on the Monterey County Tsunami inundation Map dated March 2021 prepared by the California Geological Survey. (LIB230086)

f) Storm wave runup. Improvements on the site are 140 feet above sea level in an area above the reach of wave runup. (LIB230086)

g) Fault. Monterey County GIS portrays short discontinuous fault line in the immediate southwest of the property. The fault is, "an inferred queried pre-Quaternary age fault mapped by Gary Greene in 1972." The geologist concludes that the fault does not pose a significant hazard to the existing home or a proposed new home, because based upon it's age it is classified as Inactive. (LIB230086)

h) Bluff Recession. The geological report (LIB230086) states that moderate seismic shaking is expected in the next 50 years, and that other than seismic shaking, coastal bluff landsliding is the most significant geologic hazard at the site. The uncemented nature of the topsoil and debris fan deposits, coupled with occasional intense coastal storms can result in erosion and bluff recession hazards along the bluff edge. In order to calculate the anticipated retreat of the bluff, the geologist compared historical satellite imagery, which resulted in a worst case retreat of historical bedrock retreat of 1 to 2 feet from 1972 to 2022. The debris fan deposit appears to have retreated from 0 to 4 feet in some isolated spots. The report concludes, "Using the high end of the average annual terrace deposit erosion rates that appear to have historically occurred on the property since 1972 (50 years) would suggest that about 4 feet of debris fan deposit erosion could cause 4 feet of recession of the bluff edge from surficial erosion could occur at the subject property in the next 50 years." To evaluate what portion of the building site is likely to remain stable over the next 50 years, the geological report incorporated the geotechnical reports (LIB230087) slope stability analysis to come up with a 50 year (until 2073) bluff erosion and instability setback. The report concludes that any development seaward of the 50 year coastal recession setback line may be damaged and need to be sacrificed. Since both the geological and geotechnical reports were prepared for the project, the project plans were revised to propose remodeling the existing residence rather than demolishing it and building a replacement residence. As portions of the existing residence are seaward of the recommended 50 year bluff setback, a technical design memo was prepared by Moses Cuprill, P.E. and Ashton Buckner, P.E. dated February 10, 2023. This memo recommends that any foundations seaward of this setback be deep

foundations installed to penetrate below the landslide plane depicted in sections of the site showing the 50 year bluff setback.

i) Condition No. 9 - Coastal Hazards Deed Restriction. BSC LUP Policy 3.7.2.4. requires that in locations determined to have significant hazards, development permits include a special condition requiring the owner to record a deed restriction describing the nature of the hazard and long-term maintenance requirements, and BSC LUP Policy 3.9.1.1. requires that bluff top setbacks be adequate to avoid the need for sea walls during developments lifetime. In this case the areas seaward of the 50 year bluff erosion and instability setback are subject to known bluff erosion and slope stability hazards. Therefore, Condition No. 9 is applied to ensure consistency with these policies, which will require the applicant to record a deed restriction identifying that the site is subject to coastal hazards, assuming the risks of such development, waiving liability, indemnifying the Coastal Commission and County of Monterey for any damages due to coastal hazards, prohibiting future coastal armoring, requiring geotechnical analysis evaluating whether development is safe should land sliding, storm surge events, or bluff erosion threaten it, and re-location/removal should the development become unsafe without the installation of new sea walls or shoreline protective structures. Maintenance and repair of the existing retaining walls permitted by PLN190043 and PLN190385 shall be allowable within this deed restriction so long as those walls are only retaining surcharge of the landward development, and not functioning as sea walls or interfering with natural shoreline/coastal processes, including inland habitat migration and coastal erosion.

j) The application, project plans, and related support materials submitted by the project applicant to Monterey County HCD-Planning found in Project File PLN230064.

9. **FINDING:** **NO VIOLATIONS** – The subject property is in compliance with all rules and regulations pertaining to zoning uses, subdivision, and any other applicable provisions of the County's zoning ordinance. No violations exist on the property.

EVIDENCE:

a) Staff reviewed Monterey County HCD-Planning and HCD-Building Services records and is not aware of any violations existing on subject property.

b) Staff conducted a site inspection on March 30, 2023, September 26, 2023, January 15, 2024, and February 27, 2024 and researched County records to assess if any violation exists on the subject property.

c) The application, project plans, and related support materials submitted by the project applicant to Monterey County HCD-Planning found in Project File PLN230064.

10. **FINDING:** **LOT LINE ADJUSTMENT (Merger)** - The adjustment of the parcels is consistent with Section 66412 of the California Government Code (Subdivision Map Act) and Title 19 (Subdivision ordinance – Coastal) of the Monterey County Code.

EVIDENCE:

a) Title 19 section 19.09.005.E., properties may be merged through the lot Line Adjustment Process. To approve a Lot Line Adjustment (LLA),

Title 19 section 19.09.025 requires that the decision maker must find that the lot line adjustment is between two (or more) existing adjacent parcels; that a greater number of parcels than originally existing will not be created as a result of the lot line adjustment; and that the parcel resulting form the lot line adjustment conform to "County Zoning and Building Ordinances." Each of these findings can be met as detailed in subsequent evidence "c" through "e".

b) The consistency finding is not constructed narrowly to only refer to Part 1 of the Monterey County Coastal Implementation Plan, which is the typical meaning of the term "The Zoning Ordinance." Title 19 section 19.02.260 defines zoning ordinance to mean Title 19.1 and 20 of the Monterey Code. Title 20 in turn includes cross references to the various Coastal Implementation Plan Development Standards (Title 20 Chapter 20.66), and requires that all Coastal Development Permits be consistent with the Monterey County Local Coastal Program (Title 20 section 20.02.060.A). This is consistent with the Subdivision Map Act section 66412(d) that states that an agency shall limit its review to whether the parcels resulting from the adjustment conform to the local general plan, any applicable specific plan, any applicable coastal plan, and zoning and building ordinances. In summary Lot Line Adjustments must be consistent with the plans and regulations detailed in Finding No. 1 evidence "a".

c) Existing Parcels. The lot line adjustment is between two adjacent existing parcels, "Parcel A" which contains the existing residence and is 1.59 acres, and "Parcel B", which is a separately described vacant property north and west of Parcel A containing approximately 2.56 acres. Both of these parcels are recognized as legal lots of record as detailed in Finding No. 1 evidence "c".

d) Will not Create New Parcels. The LLA will not create a greater number of parcels than originally existed. Two contiguous separate legal parcels of record will be merged, resulting in one contiguous 4.15 acre legal parcel of record.

e) Consistency. The resulting parcel would be consistent with the requirements of the County Zoning and Building Ordinances. As detailed in Finding No. 1, the resulting parcel will be consistent with the development standards of the zoning ordinance. No development is proposed on Parcel B, which is steeply sloped, has large portions viewable in the Critical Viewshed, and contains environmentally sensitive habitat area (coastal bluff and sage scrub), so the merger would not conflict with any of the resource protection policies and regulations discussed in Findings 2 through 4 or the hazards policies and regulations discussed in Finding 6. The project was also referred to HCD-Engineering Services, HCD-Environmental Services, Environmental Health Bureau, and Calfire; none of whom identified any inconsistencies with building ordinances that would result from the merging of the two properties.

f) As an exclusion to the Subdivision Map Act, the Lot Line Adjustment does not require recordation of a map. To appropriately document the boundary changes, the Owner/Applicant shall record a deed for the respective parcels to reflect the adjustment (Condition No. 12) and an

Unconditional Certificate of Compliance for the merged lot per Condition No. 13.

g) The application, plans, and supporting materials submitted by the project applicant to Monterey County HCD-Planning for the proposed development are found in Project File PLN230064.

11. FINDING: **CEQA (Exempt)** – The project is categorically exempt from environmental review and no unusual circumstances were identified to exist for the proposed project.

EVIDENCE:

a) The project qualifies for Class 1 and 5 Categorical Exemptions pursuant to CEQA Guidelines sections 5301 and 15305, as detailed in evidences "c" through "e", and none of the exceptions from CEQA Guidelines 15300.2 apply to the project as detailed in evidences "f' through "e".

b) The project consists of the remodel of a single-family residence which would remove an indoor pool and attached garage, demolition and replacement of an existing guest house, construction of a detached garage to replace the attached garage being removed as part of the single-family residence remodel, associated site improvements including a pool, auto-court, and driveway, and the merging of two contiguous lots of record.

c) CEQA Guidelines section 15301, existing facilities, exempts the repair or minor alteration of existing structures, facilities, or topographical features. The key consideration of this exemption is that the project involves negligible or no expansion of use. The site would go from being a single site with two lots that contains a single-family residence with a pool in the residence, attached garage, and detached guest house to a single-family residence with a detached garage and detached guesthouse. The primary and accessory uses of the site will remain essentially the same after the project, and the overall floor area (inclusive of the residence, garage, and guest house) would increase 784 feet from 13,217 square feet to 14,001 square feet. This represents a negligible expansion of use, consistent with the intent of this exemption.

d) CEQA Guidelines section 15305, minor alterations in land use limitations, exempts alterations in land use limitations that do not result in changes in land use or density, including minor lot line adjustments and reversion to acreage in accordance with the Subdivision Map Act. The County's subdivision processes merger applications in the same manner as lot line adjustments. The merger of two legal lots of record into a single property is consistent with the intent of this exemption.

e) Class 1 categorical exemptions apply regardless of their location. The project is also not located in an area where an environmental resource of hazardous or critical concern has been designated by a local, state, or federal agency and precisely mapped.

f) The project consists of alterations to an existing single-family residence, replacement of an existing guest house, construction of a detached garage, associated site improvements, and merging of two legal lots of record. The proposed land use is not being altered and there is a negligible expansion of existing use, and there are no potentially significant impacts associated with the project, therefore the project would not cause or contribute to a cumulative environmental impact.

g) There are no unusual circumstances associated with the undertaking of the project that would create the reasonable possibility for a potentially significant environmental effect.

h) The project is in view of Highway 1, a designated state Scenic Highway. However, as detailed in Finding No. 2, the project would not adversely affect scenic resources in view of the scenic highway.

i) The project is not located on a hazardous waste site included on any list compiled by Section 65962.5 of the Government Code.

j) A phase I historical report (LIB230115) was prepared for the project which assess the existing structures and determined that the existing residence was not a historical resource and that the detached guest house was not old enough to be considered a historical resource. Therefore, the project would, not impact any historical resources.

k) No adverse environmental effects were identified during staff review of the development application during site visits on March 30, 2023, September 26, 2023, January 15, 2024, or February 27, 2024.

l) See supporting Finding Nos. 1 and 2. The application, project plans, and related support materials submitted by the project applicant to Monterey County HCD-Planning found in Project File PLN230064.

12. FINDING: **PUBLIC ACCESS** – The project is in conformance with the public access and recreation policies of the Coastal Act (specifically Chapter 3 of the Coastal Act of 1976, commencing with Section 30200 of the Public Resources Code) and applicable Local Coastal Program, and does not interfere with any form of historic public use or trust rights.

EVIDENCE:

a) No public access is required as part of the project as no substantial adverse impact on access, either individually or cumulatively, as described in Sections 20.70.050.B.4 or 20.145.150 of the Monterey County Coastal Implementation Plan can be demonstrated.

b) No evidence or documentation has been submitted or found showing the existence of historic public use or trust rights over this property.

c) The subject property is described as Priority 3, other areas suitable for access in Figure 2 of the Big Sur Land Use Plan. The plan describes these as "attractive destinations where safety hazards or resource conflicts can be mitigated, and with the potential for improved parking." It is also shown in a potential corridor for a public trail in Figure 3 of the Bug Sur Land Use Plan, Trails Plan.

d) However, Title 20 section 20.70.050.B.4.c. states that for single-family development on an existing lot, no access shall be required if no substantial adverse impact can be demonstrated, either individually or cumulatively, on historic access, public trust, or the recreational value of, accessibility to, use of, or safety of public beaches, trails, recreation areas, or recreation support areas; or, the shoreline, by affecting either processes of sources of sand necessary to maintain public beaches or tidelands, or by siting in a manner that would necessitate a shoreline protective device or other public maintenance of the area; then access shall not be required. The project, as a remodel and associated structures on an existing single-family residence with no access present, and merger of two properties, neither of which have public access, would not impact any historic or public trust access, or the recreational value or accessibility of any

recreational areas. The project would also not impact the shoreline, as the siting of the residence is existing, and Condition No. 9 requires a deed restriction which would prohibit future armoring of the site.

e) Big Sur Coast Land Use Plan (BSC LUP) General Policy 6.1.4.4 states that visual access should be protected for long term public use. The project would not impact visual access. None of the structures proposed would block existing ocean views, and the demolition and replacement of the guest house closer to Highway 1 actually slightly improves visual access to the ocean. As discussed in Finding No. 2 the colors and materials of the structures are of a visually unobtrusive nature, such that they would not detract from the publics viewing experience of the shoreline or ocean.

f) The application, project plans, and related support materials submitted by the project applicant to Monterey County HCD-Planning found in Project File PLN230064.

13. FINDING: **APPEALABILITY** - The decision on this project may be appealed to the Board of Supervisors and the California Coastal Commission.

EVIDENCE: a) Board of Supervisors. Section 20.86.030 of the Monterey County Zoning Ordinance (Title 20) allows an appeal to be made to the Board of Supervisors by any public agency or person aggrieved by a decision of an Appropriate Authority other than the Board of Supervisors.

b) California Coastal Commission. This project is appealable to the California Coastal Commission pursuant to Title 20 sections 20.86.080.A.1 and 20.86.080.A.3, as it includes development between the see and the first public road paralleling the sea (in this case Highway 1) and development that is permitted in the underlying zone as a conditional use. The project includes a Lot Line Adjustment, which is a conditionally allowable use. The project also includes development on slopes in excess of 30%, development within 100 feet of environmentally sensitive habitat area, and development in the critical viewshed, all three of which are non-exempt development requiring a Coastal Development Permit and considered conditionally allowable regardless of the property's underlying zoning designation.

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DECISION

NOW, THEREFORE, based on the above findings and evidence, the Planning Commission does hereby:

1) Find that the project qualifies for a Class 1 and 5 Categorical Exemptions pursuant to CEQA Guidelines sections 5301 and15305, and that none of the exceptions from CEQA Guidelines 15300.2 apply; and
2) Approve a Combined Development Permit consisting of a:
    a. Coastal Development Permit to allow a Lot Line Adjustment to merge two parcels resulting in a single 4.15 acre parcel;
    b. Coastal Administrative Permit and Design Approval to allow:
        i. the remodel, partial demolition and minor of an existing 12,176 square foot single family residence, resulting in a 12,636 square foot single family residence;
        ii. demolition of existing 397 square foot detached guest house and replacement with a 424 square foot detached guest house;
        iii. demolition of a 644 square foot attached garage and construction of a 941 square foot detached garage; and
        iv. associated site improvements including approximately 800 cubic yards of grading with 750 cubic yards of cut and 50 cubic yards of fill, repaving an existing driveway, installing an auto court, pathways, post-construction drainage improvements, a pool deck, and a pool;
    c. Coastal Development Permit to allow development within the Critical Viewshed;
    d. Coastal Development Permit to allow development within 50 feet of a bluff;
    e. Coastal Development Permit to allow development on slopes in excess of 30%; and
    f. Coastal Development Permit to allow development within 100 feet of environmentally sensitive habitat area.

All of which are in general conformance with the attached sketch and subject to the attached conditions, all being attached hereto and incorporated herein by reference.

PASSED AND ADOPTED this 27th day of March, 2024, upon motion of Commissioner Roberts, seconded by Commissioner Mendoza, by the following vote:

AYES: Diehl, Work, Roberts, Getzelman, Gonzalez, Shaw, Mendoza
NOES: None
ABSENT: Monsalve, Gomez, Daniels
ABSTAIN: None

DocuSigned by:
Melanie Beretti
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Melanie Beretti, AICP
Planning Commission Secretary

COPY OF THIS DECISION MAILED TO APPLICANT ON **4/5/2024**.

THIS APPLICATION IS APPEALABLE TO THE BOARD OF SUPERVISORS. IF ANYONE WISHES TO APPEAL THIS DECISION, AN APPEAL FORM MUST BE COMPLETED AND SUBMITTED TO THE CLERK TO THE BOARD ALONG WITH THE APPROPRIATE FILING FEE ON OR BEFORE **4/15/2024**.

THIS PROJECT IS LOCATED IN THE COASTAL ZONE AND IS APPEALABLE TO THE COASTAL COMMISSION. UPON RECEIPT OF NOTIFICATION OF THE FINAL LOCAL ACTION NOTICE (FLAN) STATING THE DECISION BY THE FINAL DECISION MAKING BODY, THE COMMISSION ESTABLISHES A 10 WORKING DAY APPEAL PERIOD. AN APPEAL FORM MUST BE FILED WITH THE COASTAL COMMISSION. FOR FURTHER INFORMATION, CONTACT THE COASTAL COMMISSION AT (831) 427-4863 OR AT 725 FRONT STREET, SUITE 300, SANTA CRUZ, CA.

This decision, if this is the final administrative decision, is subject to judicial review pursuant to California Code of Civil Procedure Sections 1094.5 and 1094.6. Any Petition for Writ of Mandate must be filed with the Court no later than the 90th day following the date on which this decision becomes final.

NOTES

1. You will need a building permit and must comply with the Monterey County Building Ordinance in every respect.

   Additionally, the Zoning Ordinance provides that no building permit shall be issued, nor any use conducted, otherwise than in accordance with the conditions and terms of the permit granted or until ten days after the mailing of notice of the granting of the permit by the appropriate authority, or after granting of the permit by the Board of Supervisors in the event of appeal.

   Do not start any construction or occupy any building until you have obtained the necessary permits and use clearances from Monterey County HCD-Planning and HCD-Building Services Department office in Salinas.

2. This permit expires 3 years after the above date of granting thereof unless construction or use is started within this period.

Form Rev. 1-27-2021

County of Monterey HCD Planning

Conditions of Approval/Implementation Plan/Mitigation Monitoring and Reporting Plan

PLN230064

1. PD001 - SPECIFIC USES ONLY

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: This Combined Development Permit (PLN230064) allows:
a. Coastal Development Permit to allow a Lot Line Adjustment to merge two parcels resulting in a single 4.15 acre parcel;
b. Coastal Administrative Permit and Design Approval to allow:
i. the remodel, partial demolition and minor of an existing 12,176 square foot single family residence, resulting in a 12,636 square foot single family residence;
ii. demolition of existing 397 square foot detached guest house and replacement with a 424 square foot detached guest house;
iii. demolition of a 644 square foot attached garage and construction of a 941 square foot detached garage; and
iv. associated site improvements including approximately 800 cubic yards of grading with 750 cubic yards of cut and 50 cubic yards of fill, repaving an existing driveway, installing an auto court, pathways, post-construction drainage improvements, a pool deck, and a pool;
c. Coastal Development Permit to allow development within the Critical Viewshed;
d. Coastal Development Permit to allow development within 50 feet of a bluff;
e. Coastal Development Permit to allow development on slopes in excess of 30%; and
f. Coastal Development Permit to allow development within 100 feet of environmentally sensitive habitat area.

The property is located at 37600 Hwy 1 Big Sur Coast Land Use Plan (APN: 418-111-012-000), Coastal Zone. This permit was approved in accordance with County ordinances and land use regulations subject to the terms and conditions described in the project file. Neither the uses nor the construction allowed by this permit shall commence unless and until all of the conditions of this permit are met to the satisfaction of the Director of HCD - Planning. Any use or construction not in substantial conformance with the terms and conditions of this permit is a violation of County regulations and may result in modification or revocation of this permit and subsequent legal action. No use or construction other than that specified by this permit is allowed unless additional permits are approved by the appropriate authorities. To the extent that the County has delegated any condition compliance or mitigation monitoring to the Monterey County Water Resources Agency, the Water Resources Agency shall provide all information requested by the County and the County shall bear ultimate responsibility to ensure that conditions and mitigation measures are properly fulfilled. (HCD - Planning)

Compliance or Monitoring Action to be Performed: The Owner/Applicant shall adhere to conditions and uses specified in the permit on an ongoing basis unless otherwise stated.

2. PD002 - NOTICE PERMIT APPROVAL

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: The applicant shall record a Permit Approval Notice. This notice shall state:
"A Combined Development Permit (Resolution Number 24-006) was approved by County of Monterey Planning Commission for Assessor's Parcel Number 418-111-012-000 on March 27, 2024. The permit was granted subject to 15 conditions of approval which run with the land. A copy of the permit is on file with County of Monterey HCD - Planning."

Proof of recordation of this notice shall be furnished to the Director of HCD - Planning prior to issuance of grading and building permits, Certificates of Compliance, or commencement of use, whichever occurs first and as applicable. (HCD - Planning)

Compliance or Monitoring Action to be Performed: Prior to the issuance of grading and building permits, certificates of compliance, or commencement of use, whichever occurs first and as applicable, the Owner/Applicant shall provide proof of recordation of this notice to the HCD - Planning.

3. PD003(A) - CULTURAL RESOURCES NEGATIVE ARCHAEOLOGICAL REPORT

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: If, during the course of construction, cultural, archaeological, historical or paleontological resources are uncovered at the site (surface or subsurface resources) work shall be halted immediately within 50 meters (165 feet) of the find until a qualified professional archaeologist can evaluate it. Monterey County HCD - Planning and a qualified archaeologist (i.e., an archaeologist registered with the Register of Professional Archaeologists) shall be immediately contacted by the responsible individual present on-site. When contacted, the project planner and the archaeologist shall immediately visit the site to determine the extent of the resources and to develop proper mitigation measures required for recovery.
(HCD - Planning)

Compliance or Monitoring Action to be Performed: The Owner/Applicant shall adhere to this condition on an on-going basis.

Prior to the issuance of grading or building permits and/or prior to the recordation of the final/parcel map, whichever occurs first, the Owner/Applicant shall include requirements of this condition as a note on all grading and building plans. The note shall state "Stop work within 50 meters (165 feet) of uncovered resource and contact Monterey County HCD - Planning and a qualified archaeologist immediately if cultural, archaeological, historical or paleontological resources are uncovered."

When contacted, the project planner and the archaeologist shall immediately visit the site to determine the extent of the resources and to develop proper mitigation measures required for the discovery.

4. PD005(A) - NOTICE OF EXEMPTION

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: Pursuant to CEQA Guidelines § 15062, a Notice of Exemption shall be filed for this project. The filing fee shall be submitted prior to filing the Notice of Exemption. (HCD-Planning)

Compliance or Monitoring Action to be Performed: After project approval, the Owner/Applicant shall submit a check, payable to the County of Monterey, to the Director of HCD - Planning.

5. PD006(A) - CONDITION COMPLIANCE FEE

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: The Owner/Applicant shall pay the Condition Compliance fee, as set forth in the fee schedule adopted by the Board of Supervisors, for the staff time required to satisfy conditions of approval. The fee in effect at the time of payment shall be paid prior to clearing any conditions of approval.

Compliance or Monitoring Action to be Performed: Prior to clearance of conditions, the Owner/Applicant shall pay the Condition Compliance fee, as set forth in the fee schedule adopted by the Board of Supervisors.

6. PD012(F) - LANDSCAPE PLAN & MAINTENANCE (SFD ONLY)

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: The site shall be landscaped. Prior to the issuance of building permits, a landscaping plan shall be submitted to the Director of HCD - Planning for review and approval. The purpose of the landscaping is to screen partially screens existing and proposed development from the critical viewshed, while not being so tall as to block ocean existing ocean views (i.e. those not already blocked by existing Monterey cypress trees or structures). The area above the existing garage shall remain landscaped and vegetated so that the garage remains out of view from the Critical Viewshed. The landscaping shall be required to use native and native compatible species in accordance with Big Sur Coast Land Use Plan policy 3.3.3.A.10 which encourages removal of exotic species and policy 3.3.2.9 which requires use of native landscaping species in proposed landscaping. As the site interfaces with environmentally sensitive habitat areas, including coastal bluff and sage scrub, a qualified biologist shall be required to review and approve the proposed planting list prior to building permit issuance.

The landscaping plan shall be in sufficient detail to identify the location, species, and size of the proposed landscaping materials and shall include an irrigation plan. The plan shall be accompanied by a nursery or contractor's estimate of the cost of installation of the plan.

Before occupancy, landscaping shall be either installed or a certificate of deposit or other form of surety made payable to Monterey County for that cost estimate shall be submitted to the Monterey County HCD - Planning. All landscaped areas and fences shall be continuously maintained by the applicant; all plant material shall be continuously maintained in a litter-free, weed-free, healthy, growing condition. (HCD - Planning)

Compliance or Monitoring Action to be Performed: Prior to issuance of building permits, the Owner/Applicant/Licensed Landscape Contractor/Licensed Landscape Architect shall submit landscape plans and contractor's estimate to the HCD - Planning for review and approval. Landscaping plans shall include the recommendations from biological survey. All landscape plans shall be signed and stamped by licensed professional under the following statement, "I certify that this landscaping and irrigation plan complies with all Monterey County landscaping requirements including use of native, drought-tolerant, non-invasive species; limited turf; and low-flow, water conserving irrigation fixtures."

Prior to issuance of building permits, the Owner/Applicant/Licensed Landscape Contractor shall provide confirmation from a qualified biologist on the County of Monterey list of approved environmental consultants verifying that the proposed plantings are either native or native compatible and would not adversely effect or crowd out the environmentally sensitive bluff and sage scrub on the site or adjacent property.

Prior to occupancy, the Owner/Applicant/Licensed Landscape Contractor/Licensed Landscape Architect shall ensure that the landscaping shall be either installed or a certificate of deposit or other form of surety made payable to Monterey County for that cost estimate shall be submitted to the Monterey County HCD - Planning.

On an on-going basis, all landscaped areas and fences shall be continuously maintained by the Owner/Applicant; all plant material shall be continuously maintained in a litter-free, weed-free, healthy, growing condition.

7. PD014(C) - LIGHTING-EXTERIOR LIGHTING PLAN (BIG SUR)

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: All exterior lighting shall be unobtrusive, down-lit, compatible with the local area, and constructed or located so that only intended area is illuminated and off-site glare is fully controlled. Exterior lights shall have recessed lighting elements. Exterior light sources that would be directly visible from critical viewshed viewing areas as defined in Section 20.145.020.V, are prohibited. The applicant shall submit an exterior lighting plan which shall indicate location, type, and wattage of all light fixtures and include catalog sheets for each fixture. The lighting shall comply with the requirements of the California Energy Code set forth in California Code of Regulations Title 24 Part 6. The exterior lighting plan shall be subject to approval by the Director of HCD - Planning, prior to the issuance of building permits.

In order to prevent interior lighting from causing night time light pollution or a "lanterning" affect, the owner/applicant shall install the automatic shades which were included in the proposed project, and provide verification that they were installed after construction. (HCD - Planning)

Compliance or Monitoring Action to be Performed: Prior to the issuance of building permits, the Owner/Applicant shall submit three copies of the lighting plans to HCD - Planning for review and approval. Approved lighting plans shall be incorporated into final building plans.

Prior to issuance of building permits, the Owner/Applicant shall incorporate automatic shades into the project plans and submit these to HCD - Planning for review and approval. The automatic shades shall be incorporated into the final building plans.

Prior to final/occupancy, the owner/applicant shall install the exterior lighting and automatic shades in according to the approved plan.

Prior to final/occupancy, staff shall conduct a site visit to ensure that the lighting has been installed according to the approved plan.

On an on-going basis, the Owner/Applicant shall ensure that the lighting and automatic shades are installed and maintained in accordance with the approved plan.

8. PD016 - NOTICE OF REPORT

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: Prior to issuance of building or grading permits, a notice shall be recorded with the Monterey County Recorder which states:
"Geological and Geotechnical Reports (Library Nos. LIB230086 and LIB230087), were prepared by Mark Foxx, Certified Engineering Geologist, and Ashton Puckner, P.E. and Moses Cuprill, P.E., respectively, on May 3, 2022. These reports are supplemented by a technical design memo prepared by Ashton Puckner, P.E. and Moses Cuprill, P.E. on February 10, 2023. These reports are on file with County of Monterey HCD - Planning. All development shall be in accordance with these reports."
(HCD - Planning)

Compliance or Monitoring Action to be Performed: Prior to the issuance of grading and building permits, the Owner/Applicant shall submit proof of recordation of this notice to HCD - Planning.

Prior to occupancy, the Owner/Applicant shall submit proof, for review and approval, that all development has been implemented in accordance with the report to the HCD - Planning.

9. PDSP001 - COASTAL HAZARDS DEED RESTRICTION

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: In accordance with Big Sur Coast Land Use Plan Hazards Policy 3.7.2.4, the owner shall record a deed restriction on the property describing the nature of the property's hazards (Coastal Hazards, including but not limited to waves, storms, flooding, landslide, shoreline retreat, erosion, and earth movement, many of which will worsen with future sea level rise) and long-term maintenance requirements. This deed restriction shall also ensure consistency with Policy 3.9.1.1, that bluff top setbacks for development be adequate to avoid the need for sea walls during development's economic lifespan. The deed restriction shall say the text of Exhibit B Attachment 2 of this resolution.

Compliance or Monitoring Action to be Performed: Prior to issuance of construction permits, owner/applicant shall record the deed restriction, and provide HCD-Planning with evidence that it has been recorded. Such evidence shall be in the form of a copy of the recorded document with the recorders seal.

10. PD040 - CRITICAL VIEWSHED (BIG SUR)

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: To protect the Big Sur Critical Viewshed from potential future development and protect environmentally sensitive habitats, in accordance with Monterey County Coastal Implementation Plan sections 20.145.030.A.2 (g) and (h), and Big Sur Coast Land Use Plan Policy 3.3.2.3, the applicant shall record a Conservation and Scenic Easement over those portions of the subject parcel that are in the critical viewshed and where the environmentally sensitive coastal bluff and sage scrub are, subject to review and approval of HCD-Planning and the review and approval by the Board of Supervisors. The easement area shall encompass all of the existing 2.56 acre Parcel B. The existing walking path and approved stormwater line shall be allowable within the easement area. Conservation and scenic easement shall protect environmentally sensitive habitat areas, including the existing bluff and sage scrub, and shall protect the Big Sur Critical Viewshed by prohibiting new development within the easement area.

A Subordination Agreement shall be required, where necessary. An easement deed shall be submitted to, reviewed and approved by, the Director of HCD - Planning and the Executive Director of the California Coastal Commission, and accepted by the Board of Supervisors prior to recording the parcel/final map or prior to the issuance of grading and building permits. (HCD - Planning)

Compliance or Monitoring Action to be Performed: Prior to issuance of grading or building permits, the Owner/Applicant shall provide a "Critical Viewshed Map" as described in Monterey County Coastal Implementation Plan 20.145.030.A.2.(g).

Prior to issuance of grading or building permits, the Owner/Applicant provide a diagram approved by a qualfied biologist from the County of Monterey list of approved environmental consultants depicting the location and distribution of environmentally sensitive habitat areas to be protected by the easement.

Prior to issuance of grading or building permits, the Owner/Applicant shall submit the conservation and scenic easement deed and a survey plat to the HCD-Planning Department for review and approval. The easement deed shall be accompanied by a legal description of the subject property in a manner acceptable by the Monterey County Recorder for recordation of the easement deed and a plat, legal description, and accompanying closure calculations for the easement area prepared by a licensed surveyor or civil engineer.

Prior to recording the parcel/final map or prior to the issuance or grading or building permits, the Owner/Applicant shall submit a signed and notarized Subordination Agreement, if required, to HCD- Planning for review and approval.

Prior to or concurrent with recording the parcel/final map, final inspection, or commencement of use, the Owner/Applicant shall record the approved conservation and scenic easement and submit a copy of the recorded easement deed to HCD – Planning.

11. PD049 - TREE AND ROOT PROTECTION

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: Prior to beginning any tree removal, trees which are located close to trees approved for removal shall be protected from inadvertent damage from equipment or tree removal activity by fencing off the canopy drip-lines and/or critical root zones (whichever is greater) with protective materials. Any tree protection measures recommended by a County-approved tree consultant, in addition to the standard condition, shall be implemented. (HCD - Planning)

Compliance or Monitoring Action to be Performed: Prior to construction or tree removal, the Owner/Applicant/Tree Removal Contractor submit evidence of tree protection to HCD-Planning for review and approval.

After construction or tree removal, the Owner/Applicant/Tree Removal Contractor shall submit photos of the trees on the property to HCD -Planning to document that the tree protection has been successful or if follow-up remediation measures or additional permits are required.

12. PDSP002 - LOT LINE ADJUSTMENT DEED

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: Owner(s)/Applicant(s) shall prepare, execute and record deeds that reflect the lot line adjustment as required by California Government Code §66412(d) and request an unconditional Certificate of Compliance for the merged parcel. (HCD-Planning)

Compliance or Monitoring Action to be Performed:

1. An updated title report (current within 30 days) for each subject parcel of the lot line adjustment.
2. Draft legal descriptions, plats and closure calculations for each newly adjusted parcel of the lot line adjustment for which a Certificate of Compliance will be issued. The legal description, plat, and closure calculations shall be prepared by a professional land surveyor. The legal description shall be entitled "Exhibit A" and shall have the planning permit no. (PLN230064) in the heading. The plat may be incorporated by reference into Exhibit "A," or be entitled Exhibit "B."
3. Draft deeds for all adjustment parcels, being all areas being conveyed by Owners in conformance to the approved lot line adjustment. The deeds shall contain a legal description and plat of the areas to be conveyed in conformance to the approved lot line adjustment. The legal description, plat, and closure calculations shall be prepared by a professional land surveyor. The legal description shall be entitled "Exhibit A" and shall have the planning permit no. (PLN) in the heading. The plat may be incorporated by reference into Exhibit "A," or be entitled Exhibit "B." The deed shall comply with the Monterey County Recorder's guidelines as to form and content.

a. The Owner(s)/Applicant(s) shall be responsible for ensuring the accuracy and completeness of all parties listed as Grantor and Grantee on the deeds.

b. Each deed shall state in the upper left corner of the document the party requesting the recording and to whom the recorded document shall be returned.

c. The purpose of the deed shall be stated on the first page of the deed, as follows:

"The purpose of this deed is to adjust the parcel boundaries in conformance to the lot line adjustment approved by the County of Monterey, PLN230064. This deed is being recorded pursuant to §66412(d) of the California Government Code and shall reconfigure the subject parcels in conformance to said approved lot line adjustment."

PLEASE NOTE: Owner(s) is/are responsible for securing any reconveyance, partial reconveyance and/or subordination in connection with any loan, mortgage, lien or other financial obligation on all property being transferred between parties.

4. Following review and any corrections of the legal descriptions and plats by County Surveyor:

a. Owner/Applicant submit copies of the fully executed and acknowledged deed(s) for the adjustment parcels to the project planner for review & approval by County Surveyor

b. Owner/Applicant shall submit the legal description and plat for each Certificate of Compliance to HCD-Planning for final processing.

c. Using a title company, execute the deeds before a notary public, and have the deeds recorded.

d. Owner/Applicant shall submit copies of all recorded deeds to the project planner.

13. PD045 - COC (LOT LINE ADJUSTMENTS)

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: The applicant shall request an unconditional Certificates of Compliance for the merged parcel. (HCD - Planning)

Compliance or Monitoring Action to be Performed: Prior to the expiration of the entitlement, the Owner/Applicant/Surveyor shall prepare legal descriptions for each newly configured parcel and submit them to HCD -Planning for review and approval. The legal descriptions shall be entitled "Exhibit A." The legal description shall comply with the Monterey County Recorder's guidelines as to form and content. The Applicant shall submit the legal descriptions with a check, payable to the Monterey County Recorder, for the appropriate fees to record the Certificates of Compliance.

Prior to the expiration of the entitlement and after the Certificates are recorded, the Owner/Applicant shall file a request and pay the fees for separate assessments or combination assessments (for lot mergers) with the Assessor's Office.

14. CC01 INDEMNIFICATION AGREEMENT

Responsible Department: County Counsel-Risk Management

Condition/Mitigation Monitoring Measure: The property owner agrees as a condition and in consideration of approval of this discretionary development permit that it will, pursuant to agreement and/or statutory provisions as applicable, including but not limited to Government Code Section 66474.9, defend, indemnify and hold harmless the County of Monterey or its agents, officers and employees from any claim, action or proceeding against the County or its agents, officers or employees to attack, set aside, void or annul this approval, which action is brought within the time period provided for under law, including but not limited to, Government Code Section 66499.37, as applicable. The property owner will reimburse the County for any court costs and attorney's fees which the County may be required by a court to pay as a result of such action. The County may, at its sole discretion, participate in the defense of such action; but such participation shall not relieve applicant of his/her/its obligations under this condition. An agreement to this effect shall be recorded upon demand of County Counsel or concurrent with the issuance of building permits, use of property, filing of the final map, recordation of the certificates of compliance whichever occurs first and as applicable. The County shall promptly notify the property owner of any such claim, action or proceeding and the County shall cooperate fully in the defense thereof. If the County fails to promptly notify the property owner of any such claim, action or proceeding or fails to cooperate fully in the defense thereof, the property owner shall not thereafter be responsible to defend, indemnify or hold the County harmless. (County Counsel-Risk Management)

Compliance or Monitoring Action to be Performed: Upon demand of County Counsel or concurrent with the issuance of building permits, use of the property, recording of the final/parcel map, or recordation of Certificates of Compliance, whichever occurs first and as applicable, the Owner/Applicant shall submit a signed and notarized Indemnification Agreement to the Office of County Counsel-Risk Management for review and signature by the County.

Proof of recordation of the Indemnification Agreement, as outlined, shall be submitted to the Office of County Counsel-Risk Management

15. PW0044 - CONSTRUCTION MANAGEMENT PLAN

Responsible Department: Public Works

Condition/Mitigation Monitoring Measure: The applicant shall submit a Construction Management Plan (CMP) to HCD-Planning and HCD-Engineering Services for review and approval. The CMP shall include measures to minimize traffic impacts during the construction/grading phase of the project.

CMP shall include, at a minimum, duration of the construction, hours of operation, truck routes, estimated number of truck trips that will be generated, number of construction workers, and on-site/off-site parking areas for equipment and workers and locations of truck staging areas. Approved measures included in the CMP shall be implemented by the applicant during the construction/grading phase of the project. (Public Works)

The applicant or contractor shall submit a parking plan that includes measures to reduce the visual impacts seen by Highway 1 travelers and the surrounding communities during the construction.

All construction parking/staging shall be on private property, and measures shall be taken to prevent construction vehicles from queuing on Highway 1 at any time during the construction.

Compliance or Monitoring Action to be Performed: 1. Prior to issuance of the Grading Permit or Building Permit, Owner/Applicant/Contractor shall prepare a CMP and shall submit the CMP to the HCD-Planning and HCD- Engineering Services for review and approval.

2. On-going through construction phases Owner/Applicant/Contractor shall implement the approved measures during the construction/grading phase of the project.

EXHIBIT C-1

Legal Description

A Scenic Easement over, under and across that tract of land situate in the unincorporated area of the County of Monterey, State of California in Section 6, Township 18 South, Range 1 East, Mount Diablo Base and Meridian, more particularly described as follows:

All of that certain real property described in that Grant Deed for Purposes of Lot Merger recorded on September 25, 2024 as Instrument No. 2024034344 of Official Records of Monterey County, State of California, EXCEPTING THEREFROM that portion of said real property, more particularly described as Parcel 1 in that Grant Deed to Roberts recorded on March 10, 2017 as Instrument No. 2017013172 of Official Records of Monterey County, State of California.

End of Description

Being 2.56 acres more or less.

See Attached Exhibit B for graphical depiction of above-described Scenic Easement.

Prepared by: Isaac P. Romero, L.S. 9879

September 16, 2025

EXHIBIT C-2

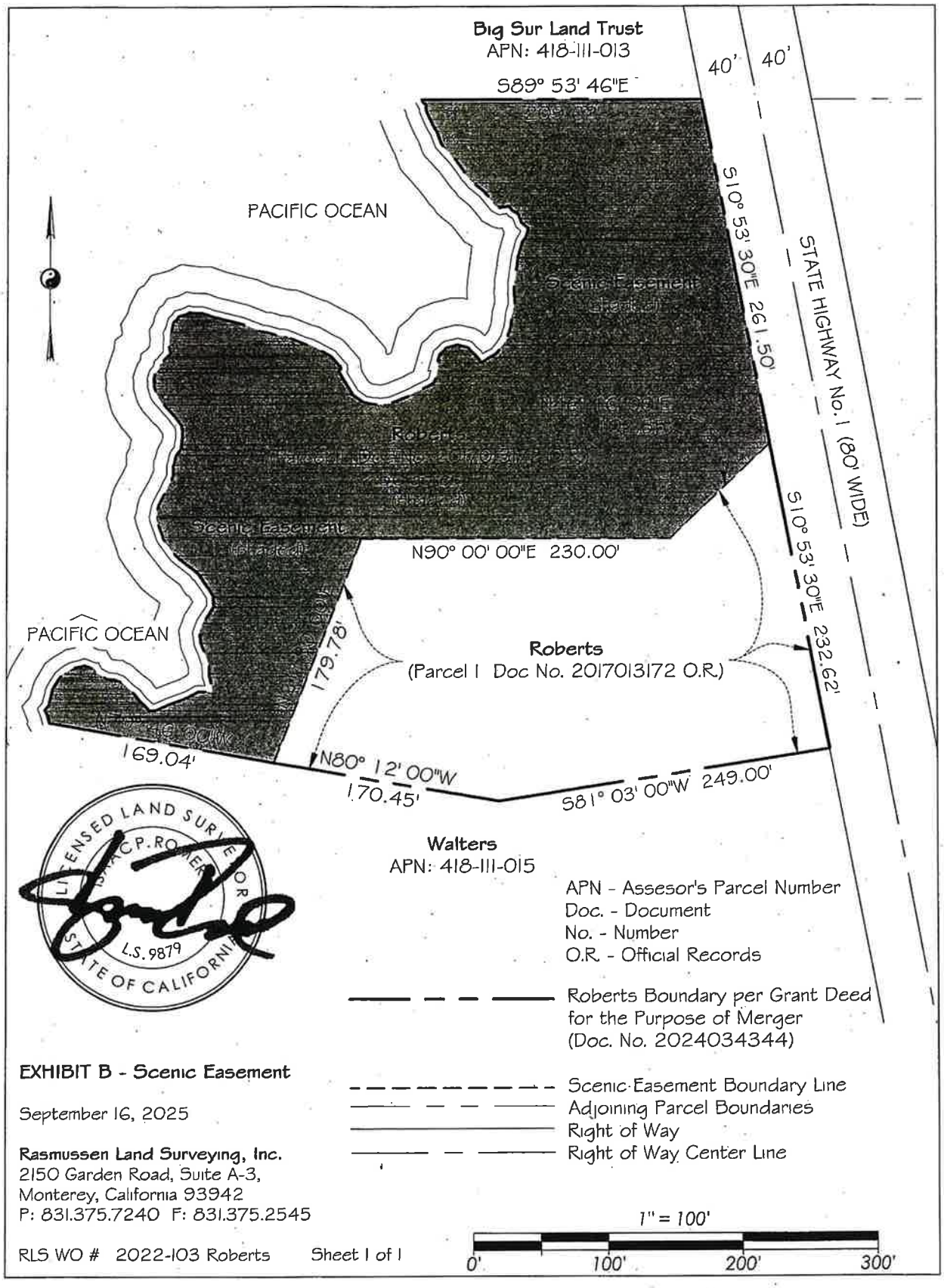

EXHIBIT B - Scenic Easement

September 16, 2025

Rasmussen Land Surveying, Inc.
2150 Garden Road, Suite A-3,
Monterey, California 93942
P: 831.375.7240 F: 831.375.2545

RLS WO # 2022-103 Roberts Sheet 1 of 1

Attachment C

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

In the matter of the application of:
ROBERTS BRYAN & ADRIENNE D TRS (PLN230064)
RESOLUTION NO. 24-006
Resolution by the County of Monterey Planning Commission:

1) Finding that the project qualifies for Class 1 and 5 Categorical Exemptions pursuant to CEQA Guidelines sections 15301 and 15305, and that none of the exceptions from CEQA Guidelines 15300.2 apply; and
2) Approving a Combined Development Permit consisting of a:
    a. Coastal Development Permit to allow a Lot Line Adjustment to merge two parcels resulting in a single 4.15 acre parcel;
    b. Coastal Administrative Permit and Design Approval to allow:
        i. the remodel, partial demolition and minor of an existing 12,176 square foot single family residence, resulting in a 12,636 square foot single family residence;
        ii. demolition of existing 397 square foot detached guest house and replacement with a 424 square foot detached guest house;
        iii. demolition of a 644 square foot attached garage and construction of a 941 square foot detached garage; and
        iv. associated site improvements including approximately 800 cubic yards of grading with 750 cubic yards of cut and 50 cubic yards of fill, repaving an existing driveway, installing an auto court, pathways, post-construction drainage improvements, a pool deck, and a pool;
    c. Coastal Development Permit to allow development within the Critical Viewshed;
    d. Coastal Development Permit to allow development within 50 feet of a bluff;
    e. Coastal Development Permit to allow development on slopes in excess of 30%; and
    f. Coastal Development Permit to allow development within 100 feet of environmentally sensitive habitat area.

[PLN230064 Roberts Bryan & Adrienne D Trs, 37600 Hwy 1 Big Sur Coast Land Use Plan (APN: 418-111-012-000)]

The Roberts Bryan & Adrienne D Trs application (PLN230064) came on for a public hearing before the County of Monterey Planning Commission on March 27, 2024. Having considered all the written and documentary evidence, the administrative record, the staff report, oral testimony, and other evidence presented, including the conditions of approval and project plans, the County of Monterey Planning Commission finds and decides as follows:

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FINDINGS

1. FINDING: **CONSISTENCY** – The Project, as conditioned, is consistent with the applicable plans and policies which designate this area as appropriate for development.

EVIDENCE: a) The project has been reviewed for consistency with the text, policies, and regulations in:

- the 1982 Monterey County General Plan;
- Big Sur Coast Land Use Plan ("BSC LUP");
- The Monterey County Coastal Implementation Plan Part 3, Regulations for Development in the Big Sur Coast Land Use Plan ("CIP");
- Monterey County Coastal Subdivision Ordinance ("Title 19"); and
- The Monterey County Coastal Implementation Plan Part 1, the Zoning Ordinance ("Title 20").

Communications were received from the Big Sur Land Use Advisory Committee indicating that the project was inconsistent with scenic resources protection policies in the Big Sur Coast Land Use Plan. The project was re-designed to address these inconsistencies as detailed in Finding No. 2, and referred to the LUAC for re-review as detailed in Finding No. 1, Evidence "s". As re-designed, no conflicts were found to exist. No other communications were received during review of the project indicating any inconsistencies with the text, policies, and regulations in these documents.

b) Allowed Use. The property is located at 37600 Hwy 1, Big Sur (APN: 418-111-012-000). The parcel is zoned Watershed and Scenic Conservation with a Density of 40 acres a unit and a Design Control Overlay in the Coastal Zone or "WSC/40-D (CZ)".

The project proposes an extensive remodel, including a partial demolition and minor addition, of an existing single-family residence, demolition and reconstruction of a guesthouse, construction of a detached garage, and associated site improvements including a pool, auto court, and stormwater facilities, and merger of two legal lots of record into one 4.15 acre lot. The project is within 50 feet of a coastal bluff, 100 feet of environmentally sensitive habitat area, and portions of the site and structures are viewable within the Critical Viewshed.

The WSC/40-D(CZ) zoning principally allows the first single-family home on a legal lot of record, guest houses, and non-habitable accessory structures subject to a Coastal Administrative Permit (Title 20 sections 20.17.040.A, 20.17.040.B, and 20.17.040.E, respectively). Lot Line Adjustments are conditionally allowable uses requiring a Coastal Development Permit per Title 20 section 20.17.050.JJ. Per Title 19 section 19.09.005.E, properties may be merged through the lot line adjustment process. Development within the Critical Viewshed, on slopes of 30 percent or greater, and within 100 feet of environmentally sensitive habitat area are all non-exempt development requiring a Coastal Development Permit in each case (Title 20 sections

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20.17.030.B, 20.17.030.C, and 20.17.030.E). Title 20 section 20.70.120 also lists development within 50 feet of coastal bluffs as an exception to the Coastal Development Permit exemptions, therefore requiring a Coastal Development Permit.

The necessary entitlements for the development are included in the project description and all uses are either principally or conditionally allowable. Therefore, the project is an allowed use for this site.

c) Lot Legality. While the property has one assessor's parcel number (APN 418-111-012-000), it contains two separate legal lots of record. The property with the existing residence, "Parcel A" contains 1.59 acres. "Parcel B" is a separately described vacant property north and west of Parcel A containing approximately 2.56 acres. A parcel may be considered a legal lot of record if it is specifically and separately described as a lot within a deed that may describe several parcels, provided that the deed was recorded prior to March 2, 1964 and the property complied with the zoning requirements in existence at the time the deed was recorded. In this case both parcels are individually and separately described in the deed in Volume 746 of Official Records of Monterey County at Page 352 recorded December 1, 1941. The first sectional district map establishing zoning for the properties, Ordinance No. 578, was adopted February 11, 1946, meaning that the property had no zoning classification at the time the deed was recorded in 1941. The zoning ordinance in effect at the time, Ordinance No. 377, adopted on October 6, 1930 had no regulations for properties which did not have a zoning designation. The summary section of Ordinance No. 377 states "[I]t should be clearly understood that this ordinance is not regulating County property as a whole. At this time-October, 1930-its provisions have only been applied in zoning the Carmel Highlands area and The Point adjacent to Carmel." As there were no zoning requirements in existence for these properties at the time that the deed was recorded in 1941, and they are both specifically and separately described in their current configuration, the County recognizes both Parcel A and B as separate legal lots of record.

d) Development Standards. The development standards for the WSC zoning are codified in Title 20 section 20.17.060. Additional regulations specific to guest houses are codified in Title 20 section 20.64.020. The project is consistent with the maximum allowable structure height, maximum building site coverage, setback, and minimum building site standards as detailed the subsequent evidence. As both properties are significantly less than 40 acres in size, they both exceed the maximum density allowed by the WSC/40 zoning district, however this is a legal non-conforming condition, and the lot merger would reduce the nonconformity.

e) Structure Height. The maximum allowable structure height of main structures is 24 feet, non-habitable accessory structures is 15 feet, and guest houses is 12 feet, all measured from average natural grade. The proposed residence (main structure) is 22 feet and 5 inches, the proposed detached garage is 9 inches, and the proposed guest house is 11 feet and 6 inches, all within the allowable height maximums.

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f) Building Site Coverage. Existing Parcel A is 1.59 acres and existing Parcel B is 2.56 acres, more or less. After the merger, the resulting property would be 4.15 acres (180,656 square feet). The maximum allowable building site coverage is 10 percent (18,065 square feet), and the proposed coverage is 5.3 percent (9,505 square feet).

g) Guest House Size. The maximum allowable floor area for guesthouses is 425 square feet. The proposed guest house is 424 square feet.

h) Minimum Building Site. The minimum building site size in the WSC zoning is 1 acre. The resulting property after the merger is 4.15 acres, in compliance with this requirement.

i) Setbacks – Main Structures. The minimum setbacks for main structures are 30 feet (front), 20 feet (side), and 20 feet (rear). The proposed setbacks for the main residence of 215 feet and 10 inches (front), 37 feet 6 inches (south side), 124 feet 5 inches (north side), and 130 feet and 11 inches (rear) comply with these minimum requirements.

j) Setbacks – Accessory Structures. The minimum setbacks for habitable accessory structures are 50 feet (front), and 6 feet (sides and rear). The setbacks for non-habitable accessory structures are 50 feet (front), 6 feet (side for the front half of the property), 1 foot (side for the rear half of the property), and 1 foot rear. The project includes two accessory structures, a detached garage (a non-habitable accessory structure) and a guest house (a habitable accessory structure). The proposed garage has an 80-foot front setback, its closest side setback is 72 feet, and its rear setback is greater than the main residence (making it greater than 130 feet). The proposed guest house front setback is 165 feet 5 inches, its closest side setback is 20 feet 1 inch, and its rear setback is greater than the main residence. Therefore, both accessory structures comply with their respective minimum setback requirements.

k) Setbacks – Between Structures. The required minimum setback between main and accessory structures is 10 feet and the required minimum setback between accessory structures are 6 feet. The setbacks between structures meet these minimum requirements:
   - The setback between the detached garage (accessory structure) and guest house (accessory structure) is 66 feet and 6 inches.
   - The setback from the detached garage and single-family residence (main structure) is greater than 66 feet and 6 inches.
   - The setback between the guest house (accessory structure) and single-family residence (main structure) is greater than 40 feet.

l) Density. In the WSC zoning, the maximum allowable density is that which is shown on the sectional district map, based on acres per unit. In this case, the property is zoned WSC/40, so the maximum allowable density is 1 unit per 40 acres. The BSC LUP addresses the purpose of the 40 acre per unit requirement, "[T]he Watershed and Scenic Conservation District will permit subdivision at a density rate of 40 acres or more per parcel as a means of deterring further development from harming the rural character of the land." Existing Parcel A is 1.59 acres and developed with a residence, making it non-conforming as to density. Parel B at 2.56 acres is similarly non-conforming to density. After the lot merger with Parcel B, the property would be 4.15 acres, which would still be non-conforming as to density. As they are legal lots

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of record, these are legal non-conforming conditions. Merging the properties would somewhat reduce the non-conformity as the resulting property would be greater in size and closer to the density requirement of 1 unit per 40 acres. The merger would also effectively eliminate an undeveloped legal lot of record in the Big Sur Critical Viewshed which contains environmentally sensitive habitat area. The implementation section of the BSC LUP section 7.2.4 encourages such mergers: "[M]erger of contiguous substandard size lots held by the same owner is an appropriate mechanism in areas designated as restoration areas in which development of individual legal lots of record would harm the existing natural uses." As the merger would reduce an existing legal non-conformity and such mergers are encouraged by the BSC LUP, not meeting the 40 acre per unit density should not preclude approval of the merger.

m) Scenic Resources and Design. The project is consistent with the Big Sur Coast Land Use Plan policies protecting scenic resources and their implementing regulations in the Monterey County Coastal Implementation Plan, as detailed in Finding No. 2 and supporting evidence.

n) Environmentally Sensitive Habitat Areas. The project is consistent with the Big Sur Coast Land Use Plan policies protecting environmentally sensitive habitat areas and their implementing regulations, as detailed in Finding No. 5 and supporting evidence.

o) Hazardous Areas. The project is consistent with the Big Sur Coast Land Use Plan policies regarding development in hazardous areas and near coastal bluffs and their implementing regulations in the Monterey County Coastal Implementation Plan, as detailed in Finding No 8, development within 50 feet of a bluff, and supporting evidence.

p) Archaeological Resources. An archaeological report dated January 2019 (LIB190041) had previously been prepared for the property by Susan Morley, M.A., and which included the presently proposed development area in accordance with CIP section 20.145.120.B.5. The report included archival research from the Northwest Regional Information Center and a field survey by a qualified archaeologist. Archival research did not identify any resources onsite, with the nearest prehistoric site being over 1,000 feet from the property. The field survey did not identify any evidence of resources onsite. Therefore, no impacts to cultural resources are anticipated. Nevertheless, the County's standard condition has been applied, which requires that the applicant stop work within 50 meters and contact HCD-Planning and a qualified archaeologist if any previously unknown resources are uncovered during construction.

q) Forest Resources. No trees are proposed for removal. Nevertheless, a Forest Management Plan (LIB230085) was prepared by forester Frank Ono in accordance with CIP section 20.145.060.B. The site is primarily forested with Monterey cypress trees of varying sizes and maturity. The plan concluded that the project would not harm any individual trees, but recommended tree protection measures including temporary fencing and wrapping of trunks, monitoring of excavation expected to encounter tree roots, keeping any excavation fill away from trees, and that the

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applicant enter into a monitoring contract with a qualified forester prior to issuance of construction permits to ensure that the recommendations of the plan are adhered to. Condition No. 11, Tree and Root Protection is applied which will require the applicant to protect trees through construction and incorporate the measures recommended by the forester.

r) Historical Resources. In accordance with CIP section 20.145.110.B, a historical report (LIB230115) was prepared to analyze the potential of the project to impact historical resources. According to the report, the existing residence was constructed circa 1960, and the existing guest house was constructed circa 1990. The report concluded that the main residence lacked both significance and integrity, making it not a historical resource, and that the guest house was not old enough to be considered potentially historic. Therefore, the project would not impact any historical resources.

s) Land Use Advisory Committee (LUAC) Review. The project was referred to the Big Sur Land Use Advisory Committee (LUAC) for review and recommendation in accordance with Board of Supervisors Resolution No. 15-103, as it involves a Design Approval subject to a public hearing and a Lot Line Adjustment (in this case a merger) in the Coastal Zone. On September 26, 2023 the LUAC conducted a site visit and then a meeting, where they voted 2-1 to recommend approval of the project with changes. The LUAC were concerned with the proposed garage and replacement guest house, which would be viewable in the Big Sur Critical Viewshed. BSC LUP Key Policy 3.2.1 prohibits all future public and private development visible from Highway 1 and major public viewing areas (the Critical Viewshed). More detailed discussion of this and other LUP Scenic Resources policies is detailed in Finding No. 2 and supporting evidence. To address this the LUAC recommended both the proposed garage and guest house be removed from the project. The LUAC also had concerns regarding the increase is night time lighting viewable from the Critical Viewshed due to the quantity of glass on the single-family residence, and that limbing of the cypress trees onsite had made the existing residence more visible from the Critical Viewshed. To address these issues, they recommended shading the windows at night, having downcast interior and exterior lighting, and incorporating some vegetative landscaping screening.

The applicant re-designed the project and submitted supplemental information in order to address the LUAC's concerns. They reduced the height of the proposed guest house by 3 feet 3 inches (from 14 feet 9 inches to 11 feet and 6 inches). The proposed guest house is to replace an existing guest house that would be demolished as part of the application, and while BSC LUP Policy 3.2.3.A.7 encourages resiting or redesign to conform to Key Policy 3.2.1, it does allow replacement of structures in the Critical Viewshed provided that the replacement does not increase the visibility of the structure. The applicant also reduced the proposed detached garage by 6 feet and 9 inches (from 7 feet and 6 inches to only 9 inches above average natural grade). They are also proposing to fill the artificially flattened lawn area with to incorporate the garage into the topography of the site and render the garage not

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visible from the Critical Viewshed. The applicant is proposing automatic shading that will drop at sunset, preventing night interior lighting from spilling out or causing a "lanterning" effect, and included a concept landscaping plan as part of their planning submittal.

Staff referred the re-designed project back to the LUAC, who conducted a subsequent site visit and meeting on February 27, 2024. The re-designs were received positively, "LUAC members commended the project manager and the owner for a good modification of the plan," and the LUAC recommended approval of the re-designed project as proposed 5-0. Areas of concern mentioned in the meeting minutes for the February 27, 2024 meeting the lighting visibility in the critical viewshed and landscaping, similar to the discussions at the September 26, 2023 meeting. Condition No. 6 is incorporated to ensure that low-lying landscaping screening is installed and maintained. Condition No. 7 requiring an exterior lighting plan is also incorporated to prevent light pollution. Due to the specific concern expressed by the LUAC regarding light form the interior of the structure, a provision is included in this condition that requires installation of the proposed automatic shades.

t) The project planner conducted site inspections on March 30, 2023, September 26, 2023, January 17, 2024, and February 27, 2024 to verify that the project on the subject parcel conforms to the plans listed above.

u) The application, project plans, and related support materials submitted by the project applicant to Monterey County HCD-Planning found in Project File PLN230064.

2. FINDING: **CRITICAL VIEWSHED AND DESIGN –** The project preserves Big Sur's scenic resources and avoids or minimizes impacts to the Critical Viewshed in accordance with the applicable goals and policies of the Big Sur Coast Land Use Plan (LUP); The Monterey County Coastal Implementation Plan Part 3, Regulations for Development in the Big Sur Coast Land Use Plan (CIP); and assures protection of the public viewshed and neighborhood character in accordance with the Design Control "D" Overlay Zoning District.

EVIDENCE:

a) The property is subject to the Scenic Resources Policies of the Big Sur Coast Land Use Plan (BSC LUP), their implementing regulations in the in the Monterey County Coastal Implementation Plan Part 3, Regulations for Development in the Big Sur Coast Land Use Plan (CIP), and a Design Control "D" Zoning Overlay district.

b) The property is in Big Sur west of Highway 1, between the highway and the ocean. North of the site along Highway 1 are the intersection of the highway and Palo Colorado Road, then Rocky Point. South of the site is Rocky Creek Bridge. Highway 1 in Big Sur is one of the most visually spectacular stretches of coastline in the nation, "[T]he aesthetic and scenic qualities and semi-wilderness character of the coast have received national and even international acclaim. Accordingly, the issue of visual resource protection is probably the most significant and far reaching question concerning the future of the Big Sur coast." (BSC LUP section 3.2) Along this portion of highway the general visual character is views of grass/prairie and the rocky coastline to the west,

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and rolling hills with chaparral to the east. These views are partially interrupted by portions of the highway which appear to have been cut into the existing hillsides, where slopes block most views in either direction. The viewshed is also partially degraded by the presence of telephone poles and cables east of the highway. A few residences and appurtenant site improvements such as fences, driveway entrances, and mailboxes are visible driving along this portion of the highway.

c) Critical Viewshed Key Policy. Recognizing the Big Sur coast's outstanding beauty, BSC LUP Key Scenic Resources Policy 3.2.1 prohibits all public and private development in the Big Sur Critical Viewshed, which includes everything within sight of Highway 1. There are supplemental policies addressing parcels partially in the Critical Viewshed (BSC LUP Policy 3.2.3.A.2) and replacement structures (BSC LUP Policy 3.2.3.A.7) which are discussed in greater detail below.

d) Critical Viewshed Determination Procedure. The procedure for identifying whether a property is in the Critical Viewshed is detailed in LUP Policy 3.2.3.B.1., which indicates that the structure shall be accurately flagged to show dimensions, height, and rooflines. Visibility will be considered in terms of normal, unaided vision in any direction for any amount of time at any season, and views from Highway 1 shall not be obscured by artificial berming or landscaping.

e) Critical Viewshed Determination. The replacement guest house and detached garage were staked and flagged in accordance with BSC LUP policy LUP Policy 3.2.3.B.1. The planner conducted site visits on March 30, 2023 and September 26, 2023 to review the visual character of the site and the proposed project. After these visits the project was re-designed and re-flagged, and the planner conducted subsequent site visits on January 17, 2024, and February 27, 2024. The following is a description of the viewshed for the traveling public going from north to south:

- The existing residence is visible along Highway 1 from approximately 0.68 miles to the northeast (distances measured directly from highway to the closest point of the structure/property).
- As motorists drive south around the bend past Palo Colorado Road, the existing residence is visible while the rest of the site is screened.
- Along the straight away 0.17 miles north of the property the site is completely blocked from view by a knoll/hillside east of Highway 1.
- Driving south past this knoll the roofline of the existing residence becomes visible again.
- Continuing south as you approach the entrance driveway a low profile stone wall, gate, and mailbox are visible.
- Looking directly west from the center of the site a water tank, fencing, existing driveway and hardscape, the flagging for the replacement guesthouse, and the flagging for the garage become visible, with the existing residence visible behind them.

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- Continuing to the south and looking northwest these structures are obscured by Monterey cypress but remain visible.
- Continuing south eventually only the roof of the existing residence is visible, and then the site and all structures pass out of view entirely.
- A heavily vegetated knoll approximately 0.28 miles south of the site blocks the site entirely from view from areas further south.

In summary, the site contains structures and site improvements in the Critical Viewshed, with the existing single-family residence being the most visually prominent. Site improvements and accessory structures become visible for the travelling public immediately east of the site and remain visible for a brief period of time.

f) Policy 3.3.2.A.7. This policy addresses replacement and enlargement of existing structures, "[T]he general policy concerning replacement of structures shall be to encourage resiting or redesign in order to conform to the Key Policy. Replacement or enlargement of existing structures, or structures lost in fire or natural disaster within the critical viewshed shall be permitted on the original location on the site, provided no other less visible portion of the site is acceptable to the property owner, and provided the replacement or enlargement does not increase the visibility of the structure. Replacement or enlargement of structures outside the critical viewshed shall be permitted as long as such replacement or enlargement does not cause the structure to intrude into critical viewshed." The replacement of the guest house, remodel of the single-family residence, and replacement site improvements are all consistent with this policy:

- The guest house has been re-sited to a less visible location, and re-designed from the existing guest house in order to reduce its visibility. As the existing guesthouse is sited, the flat roof is prominently visible, and a portion of the structure appears to obstruct blue ocean views, both of which draw viewers eyes to the structure. The proposed guest house would bring the guest house further inland, such that it no longer silhouettes against the ocean. The flat roof would be re-oriented, so that it isn't as visually prominent and doesn't draw viewers eyes toward it. The overall height of the structure is being reduced by 2 feet and 6 inches from 14 feet existing to 11 feet 6 inches.
- The remodeled residence would be slightly less visible than the existing residence from certain vantage points, particularly north of the site looking southwest. This is due to the removal of the southern portion of the residence and the changes to the roof profile on the south façade, which reduce the ridge at that location and pull portions of the structure away from the bluff.
- The existing site improvements, including the driveway and artificial lawn area are visible from Highway 1 looking east and encompass the majority of the site between the existing driveway and residence. The proposed site improvements, including the driveway, auto-court, walkway, and pool, are sited in a similar configuration, such that they would not increase visibility or adversely impact the viewshed.

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The detached garage is a new structure rather than a replacement structure, and is therefore evaluated under Policies 3.3.2.A.2, 3.3.2.A.3, and 3.3.2.A.9 as detailed in Evidence "g" below.

g) BSC LUP Policy 3.3.2.A.2 and 3.3.2.A.3. These policies address properties partially in the Critical Viewshed, "[T]he best available planning techniques shall be used to permit development of parcels partially in the critical viewshed. These may include clustering of structures, sensitive site design, design control, transfer of development credits, and other techniques designed to allow development on such parcels outside the critical viewshed," and "[W]here it is determined that an alternative building site on a parcel would result in conformance to the Key Policy, then the applicant will be required to modify his proposal accordingly. Similarly, changes in the design, height, or bulk of proposed structures will be required where this will result in an approvable project."

The detached garage is consistent with these policies. The first iteration of the project design included a new structure that was visible in the Critical Viewshed, inconsistent with Key Policy 3.2.1. However, after the LUAC meeting on January 15, 2024 the applicants revised their proposal to change the design and height of the proposed structure to ensure conformance with the key policy as required by Policy 3.3.2.A.3. This was done by a combination of height reduction and site grading. The overall height of the garage from 7 feet 6 inches above average natural grade to 9 inches above average natural grade. To ensure that the garage is not visible at all the applicants are re-contouring the site such that the entire garage would be underground and not visible. This is consistent with Policy 3.3.2.A.2, which requires that the best available planning techniques be used permit development of parcels partially in the critical viewshed. The Landscaping Condition No. 6 is incorporated and includes project specific language that requires that the grading contours and fill above the garage be maintained in perpetuity with vegetative cover to prevent the garage from becoming visible in the future. Building the garage into the landscaping in this manner is a unique approach that would not necessarily be supportable in other cases or for other projects. The critical viewshed determination Policy 3.2.3.B.1 states that visibility shall be considered without artificial berming or landscaping. In this case the applicants are restoring the contours of the site that had been graded down to create a lawn, not berming or mounding up. This creative grading approach is supportable due to the unique site-specific factors applicable to the Robert's property:

- The grading would not create artificial knolls or mounds that would increase the overall grade height, be man made in appearance, or impede visual access.
- In the lawn area the existing topographic contours are inconsistent with the adjacent grade, and there are retaining walls along the eastern portions of this lawn that show where artificial cut had been made, so there is reasonable certainty that

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this area was artificially graded down to create a flatter terrace for the lawn.
- The resulting grade would match the adjacent grading contours to create a more natural appearance.
- Critically, this work is being performed with other work that reduces the overall visibility of the structures in the Critical Viewshed. This is detailed further in evidence "h" below.

h) Reduction in Visibility. Multiple elements of the design work together to reduce the visibility of the existing development overall. For the primary residence, the ridge of the home on the northern elevation is being reduced by approximately 2 feet. Additionally, approximately 785 square feet on the northwestern portion of the residence is being removed, pulling the residence in that area approximately 15 feet away from the bluff edge. As discussed below, the revised colors, materials, and roof forms for the residence and guest house further subordinate those structures to the natural environment. The height of the existing guest house is 14 feet, while the height of the proposed guest house is 11 feet and 6 inches. The guest house is also being reside approximately 22 feet east; pulling it closer to the highway in this case reducing its visibility and visual prominence as it no longer silhouette over the ocean.

i) Design Control. The existing residence, initially constructed in 1960 and subsequently added to and altered after 1977 is a large 12,176 square foot (12,820 square feet if the 644 square foot attached garage is included) building with brown textured cement stucco, stone, vertical wood siding, extensive glazing, and composition shingle roofing. The colors and materials of the residence partially subordinate the structure to the surrounding visual environment, however its large form and extensive glazing draw attention toward the structure inconsistent with the surrounding rural character of Big Sur. The historical report prepared for the project (LIB230115) by Kent L. Seavey has a less than flattering analysis of the present design, stating "the roof system is a hodge -podge of differing forms, shapes and angles that appear as if they were plugged in or glued on randomly to the barn-like main building block between 1979 and the early 1980s," and "Fenestration is irregular, with a random selection of fixed, casement type and pop-out windows that appear to have come off the shelves of Home Depot and applied to the building envelope as disproportionately as possible." The report summarizes "The subject property is a failed attempt to envoke *[sic]* the organic aesthetic design concepts and principles introduced by frank Lloyd Wright and others that found expression elsewhere throughout Big Sur during the 1960s and 1970s." the proposed project would replace the colors and materials with weathered wood siding, stone siding and site walls, a standing seam copper roof, grey stone paving, and dark patina steel frame doors and windows. A western portion of the residence is being removed, and the roof form simplified in that location. The result of the proposed alterations will be a structure with materials that better subordinate it to the surrounding environment, with more uniform and consistent fenestration (doors and windows), and a simplified more visually pleasing roof profile. The guest house

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will have the same architectural finishes as the primary residence, and its simple angled roofs are closer in style to the residence than its current flat roof. Therefore, the design of the proposed project assures protection of the public viewshed and neighborhood character.

j) Landscaping. Condition No. 6 is applied which will require the applicant to prepare a landscaping plan and submit it to HCD-Planning for review and approval prior to issuance of construction permits, install the landscaping, and maintain it in perpetuity. Specific language has been included in this condition that requires that any landscaping adjacent to Highway 1 be low-profile plants that would not block ocean views.

k) Lighting & Glass. In accordance with CIP section 20.145.030.B.4. an exterior lighting plan condition has been applied, which will require that exterior lighting be shielded to reduce its long-range visibility, and that the light source not be visible. Further, exterior lighting shall be downlit and minimal to reduce as much as possible light pollution. Due to the quantity of glass on the residence, the LUAC expressed concern both regarding glare and night time lanterning from lights in the residence. The applicant is proposing an anti-glare glass and to have an automatic shade that would deploy at night to prevent any night time lanterning. The Exterior lighting plan condition includes language that requires that the applicant include these features on the building permit plan set, and that they provide verification that they were installed in accordance with the plan prior to building final inspection. While the LUAC had also expressed a desire that interior lights be downlit, this was not included as a permit condition as the automatic shades would substantively address the concern.

l) Scenic Easement. CIP section 20.145.030.A.2.h. requires that as a condition of approval for properties in the critical viewshed, that the owner grant a scenic easement to the County over existing vegetated areas where development could be located in within the critical viewshed. Condition No. 10 is applied to implement this regulation. The exact areas subject to the easement would be reviewed and approved by HCD-Planning, and then the easement will be taken to the Board of Supervisors for review and acceptance. BSC LUP Policy 3.3.2.3 requires conservation and scenic easements for environmentally sensitive habitat areas as well, so the easement would include sensitive habitat areas regardless of their visibility in the Critical Viewshed and enumerate that the scenic easement also protects the bluff and sage scrub environmentally sensitive habitat areas on the north and northwestern coastal bluffs. These areas with existing/approved development, and those areas landward of the 50 year bluff and slope stability setback shall not be subject to the easement.

m) Land Use Advisory Committee (LUAC) Review. The Big Sur LUAC, the advisory body whose purview includes site design considerations, recommended approval of the project as proposed 5-0 on February 27, 2024.

n) The project planner conducted site inspections on March 30, 2023, September 26, 2023, January 15, 2024, and February 27, 2024 to verify

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that the project on the subject parcel conforms to the policies and regulations listed above.

o) The application, project plans, and related support materials submitted by the project applicant to Monterey County HCD-Planning found in Project File PLN230064.

3. FINDING: **DEVELOPMENT ON SLOPES (Auto court and Pathways)** – There is no feasible alternative which would allow development to occur on slopes of less than 30% and, as sited and designed, the project better achieves the goals and policies of the Monterey County Local Coastal Program.

EVIDENCE:

a) The project includes approximately 1,200 square feet of development on man-made slopes, to install an auto court with a fire truck turnaround and a paved pedestrian path to the auto court. These areas of slope are entirely man-made and appear to be the result of cut and fill for the construction of the paving directly in directly east of the residence and the existing artificial lawn area further east of the residence.

b) Title 20 section 20.64.230 prohibits development on slopes in excess of 30% unless a finding can be made that either there is no feasible alternative which would allow development to occur on slopes of less than 30%; or the proposed development better achieves the goals, policies and objectives of the Monterey County Local Coastal Program than other development alternatives.

c) In this case the development on 1,200 square feet of man-made slopes is unavoidable and better meets the goals and policies of the Monterey County Local Coastal Program, specifically the policies of the Big Sur Coast Land Use Plan (BSC LUP).

d) There is no existing fire truck turnaround on the site, and installing one either at the present garage location, or the proposed detached garage would necessitate development on slopes. The local amendments to the California Fire Code, Monterey County Code section 18.09.030.5, require bringing structures with significant alterations into conformance with current fire code requirements, which would include the provision of a fire truck turnaround for emergency access. Additionally, the parking regulations in Monterey County Code section 20.58.040 require 2 parking spaces for a single-family residence. As parking is required by the zoning ordinance, a fire truck turnaround would be required to meet current health and safety requirements, development on slopes would be unavoidable in this case.

e) BSC LUP Policy 3.2.3.A.4 indicates that grading or excavations shall not be allowed to damage or intrude upon the critical viewshed, including all alterations of natural landforms. In this case the changes would not alter any natural land forms or degrade the critical viewshed. These slopes are man-made features which do not contribute to the scenic quality or character of the site or surrounding area.

f) BSC LUP Policy 3.3.2.6 indicates that where structures are permitted on properties with environmentally sensitive habitat areas, structures shall be clustered in the least sensitive habitat areas. In this case, placement of the auto court and access path to it inland east of the residence clusters the parking and development away from the bluff and sage

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scrub environmentally sensitive habitat area, in greater conformance with this policy.

g) An erosion control plan would be required prior to issuance of construction permits by Monterey County Code section 16.12.060, which would prevent any erosion related impacts from grading operations, including this sloped portion of the property.

h) The project planner conducted site inspections on March 30, 2023, September 26, 2023, January 15, 2024, and February 27, 2024 to verify that the project on the subject parcel conforms to the policies and regulations listed above.

i) The application, project plans, and related support materials submitted by the project applicant to Monterey County HCD-Planning found in Project File PLN230064.

4. FINDING: **DEVELOPMENT ON SLOPES (Drainage Improvements)** – There is no feasible alternative which would allow development to occur on slopes of less than 30% and, as sited and designed, the project better achieves the goals and policies of the Monterey County Local Coastal Program.

EVIDENCE:

a) Title 20 section 20.64.230 prohibits development on slopes in excess of 30% unless a finding can be made that either there is no feasible alternative which would allow development to occur on slopes of less than 30%; or the proposed development better achieves the goals, policies and objectives of the Monterey County Local Coastal Program than other development alternatives.

b) The project proposes to install a storm drain line that conveys stormwater past the bluff into the ocean, which would require approximately 280 square feet of development on slopes, approximately 2 feet wide of disturbance for a 140 lineal foot pipe. The definition of development in Title 20 section 20.06.310 includes the placement of any structure, including pipes.

c) The Monterey County Coastal Implementation Plan (CIP) section 20.145.080.A.2 requires that where a geologic report is prepared for a project, the recommendations of that report be incorporated into the project design. In this case, the geotechnical report (LIB230087) prepared by Ashton Buckner, P.E. and Moses Cuprill, P.E. recommendations 42 – 44 directly address drainage that proper control of storm water will be essential to the project and recommending that runoff be conveyed to suitable discharge locations away from the coastal bluff, and not be allowed to flow onto the bluff.

d) To discharge stormwater away from the bluff would require installing a stormwater system line that goes beyond. As the property is bounded on all sides by slopes in excess of 30 before the bluff, the only way to install a storm drain line that conveys runoff beyond the bluff would be to install run it along in excess of 30 percent. Therefore, development on slopes is unavoidable in this case.

e) The 280 square feet of development on slopes for installation of the line is required to comply with CIP section 20.145.080.A.2 that requires that development incorporate the recommendations of the geotechnical report. CIP section 20.145.080.A.2.g. also requires that site preparation

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activities be sited and designed to conform to site topography and minimize the need for grading. The proposed location is the most straightforward and direct path from the site beyond the bluff, meaning that it minimizes impacts to slopes to install it. Attempting to re-align the pipe would potentially impact the dense trees or remnant environmentally sensitive bluff scrub habitat areas, which are northwest and north of the building area. Therefore, installation of the stormwater line and its location better meet the goals, policies, and objectives of the Monterey County Local Coastal Program.

f) The application, project plans, and related support materials submitted by the project applicant to Monterey County HCD-Planning found in Project File PLN230064.

5. FINDING: **DEVELOPMENT WITHIN 100 FEET OF ENVIRONMENTALLY SENSITIVE HABITAT AREAS (ESHA) –** The subject project minimizes impact on environmentally sensitive habitat areas in accordance with the applicable goals and policies of the applicable area plan and zoning codes.

EVIDENCE:

a) In accordance with CIP section 20.145.040.A a biological report (LIB23084) was prepared by Pat Regan analyzing the biotic conditions of the site and the potential for the project to impact environmentally sensitive habitats or sensitive species. The report stated that habitat primarily consistent of non-native plant materials on the inland side of the house, including ornamental landscaping and a lawn. There are also Monterey cypress and Monterey pine planted as part of the sites landscaping. More native plant species are present on the coastal side of the house; the plant habitats that were native to the site are Coastal bluff scrub and Coastal Sage scrub, and remnants of both these communities occur on the steep north/northwest facing bluffs on the property.

b) CIP section 20.145.020 defines environmentally sensitive habitat areas as that which plant or animal life or their habitats are particularly valuable because of their special nature or role in an ecosystem. Examples of environmentally sensitive habitat include habitat for rare and endangered species. Seacliff buckwheat is found in dense strands of coastal sage and bluff scrub, and is habitat to the federally endangered Smith's Blue Butterfly. A number of rare plant species documented to occur nearby in Coastal sage and/or bluff scrub include Little Sur manzanita, ocean bluff milk-vetch, Monterey Coast paintbrush, Hutschinson's larkspur, Michael's rein orchid, Yadon's rein orchid, and maple-leaved checkerbloom. Therefore, this remnant bluff and sage scrub is environmentally sensitive habitat area.

c) The remnant bluff and sage scrub areas are on the steep bluffs outside of the project area. No Seacliff buckwheat or any sensitive plant species, including the ones listed above, were identified by the biologist during their survey of the site. While outside of the development area, the development is within 100 feet of environmentally sensitive habitat area, which is non-exempt development requiring a coastal development permit.

d) Within the landscaping area and interface with the undeveloped portions of the site, the biologist identified several invasive plant

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species, some of which appear to have been planted in the landscape and others may have spread from other locations where they've become established, including Cape ivy, Poison hemlock, Nasturtium, Licorice, English Ivy, and Calla Lily. The biologist stated "[A] focused effort to remove the invasive species, to keep them from spreading further into wildlands, would be a beneficial part of the landscape plan for the new and revised landscape areas." The project includes proposed landscaping. BSC LUP Policy 3.3.3.A.10 encourages removal of invasives, and 3.3.2.9 requires use of native landscaping species in proposed landscaping. Condition No. 6 requiring a landscaping plan has been applied, which will require that the applicant prepare a landscaping plan with appropriate native planting materials compatible with the surrounding habitats prior to issuance of construction permits. Given the heightened sensitivity of sites which interface with environmentally sensitive habitats, this condition has been modified from the County's standard condition language to require that a qualified biologist review the proposed planting plan prior to issuance of construction permits. This will ensure consistency with the above mentioned BSC LUP policies, as well as BSC LUP policy 3.3.2.7., that land uses adjacent to environmentally sensitive habitat areas be compatible with the long-term maintenance of these resources, including incorporating all site planning and design features needed to prevent significant habitat impacts.

e) BSC LUP Policy 3.3.2.3 requires permanent conservation in environmentally sensitive habitats when new development is proposed on parcels containing such habitats. While the residence on the property is existing development, the new detached garage, replacement guest house, and new hardscape areas are all new development, therefore this policy is applicable to the project. Condition No. 10 is applied which will require that the environmentally sensitive habitat areas on the site, the coastal bluff scrub and Coastal Sage scrub occurring on the steep north/northwest facing bluffs, be placed in a conservation and scenic easement.

f) The project planner conducted site inspections on March 30, 2023, September 26, 2023, January 15, 2024, and February 27, 2024 to verify that the project on the subject parcel conforms to the policies and regulations listed above.

g) The application, project plans, and related support materials submitted by the project applicant to Monterey County HCD-Planning found in Project File PLN230064.

6. FINDING: **SITE SUITABILITY –** The site is physically suitable for the proposed development and/or use.

EVIDENCE: a) The project has been reviewed for site suitability by the following departments and agencies: HCD-Planning, HCD-Engineering Services, HCD-Environmental Services, Environmental Health Bureau, and Calfire. County staff reviewed the application materials and plans to verify that the project on the subject site conforms to the applicable plans and regulations, and there has been no indication from these

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departments/agencies that the site is not suitable for the development. Conditions recommended have been incorporated.

b) Staff identified the need to analyze site suitability and potential impacts to historic, biotic, and forest resources. The following reports have been prepared to address these issues:
   - "Tree Assessment Forest Management Plan Roberts Residence" (LIB230083) prepared by Frank Ono, Ono Consulting, Pacific Grove, CA, February 10, 2023.
   - "Biological Assessment of 37600 Highway One, Big Sur CA" (LIB230084) prepared by Patrick Regan, Regan Biological & Horticultural Consulting, Carmel Valley, CA, October 25, 2022.
   - "37600 Highway One – Fuel Management Plan" (LIB230085) prepared by Frank Ono, Ono Consulting, Pacific Grove, CA, February 7, 2023.
   - "Geologic and Coastal Bluff Recession Assessment Report" (LIB230086) prepared by Mark Foxx, Haro, Kasunich and Associates, Inc., Watsonville, CA, May 3, 2022.
   - "Geotechnical Investigation and Coastal Hazard Investigation" (LIB230087) prepared by Moses Cuprill, P.E. and Ashton Buckner, P.E., Haro, Kasunich and Associated, Inc., Watsonville, CA, May 3, 2022.
   - "Phase I Historic Review for the residential property located at 37600 Highway 1" (LIB230115) prepared by Kent L. Seavey, Pacific Grove, CA, April 27, 2017.
   - "Preliminary Cultural Resources Reconnaissance of APN 418-111-012" (LIB190041) prepared by Susan Morley M.A., Marina, CA, January 2019.

   The geological and geotechnical reports (LIB230086 and LIB230087) are supplemented by a Technical Memo dated February 10, 2023 by Haro, Kasunich And Associates, Inc. County staff independently reviewed these reports and concurs with their conclusions. There are no physical or environmental constraints that would indicate that the site is not suitable for the use. All development shall be in accordance with these reports.

c) The property contains an existing single-family residence, guest house, and associated site improvements on a property zoned to allow such uses. The proposed project consists of a remodel of this residence, demolition of the guest house and replacement with a new guest house, and construction of a detached garage. As the proposed alterations would not substantially change the existing use of the subject property, the site is suitable for the proposed development.

d) Staff conducted site inspections on March 30, 2023, September 26, 2023, and January 15, 2024 to verify that the site is suitable for this use.

e) The application, project plans, and related support materials submitted by the project applicant to Monterey County HCD-Planning found in Project File PLN230064.

7. FINDING: **HEALTH AND SAFETY –** The establishment, maintenance, or operation of the project applied for will not under the circumstances of this particular case be detrimental to the health, safety, peace, morals,

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comfort, and general welfare of persons residing or working in the neighborhood of such proposed use, or be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the County.

EVIDENCE:

a) The project was reviewed by HCD-Planning, HCD- Engineering Services, HCD-Environmental Services, the Environmental Health Bureau (EHB), and Calfire. The respective agencies have recommended conditions, where appropriate, to ensure that the project will not have an adverse effect on the health, safety, and welfare of persons either residing or working in the neighborhood.

b) Necessary public facilities will be provided. The project has existing driveway access off of Highway 1, is served by an existing onsite spring, and is served by an existing onsite wastewater treatment system (OWTS, EHB Permit No. ON0120044). EHB reviewed the project and deemed it complete without comment or conditions of approval as no new connections were being proposed for the spring and the scope of work would not require expansion of the existing OWTS.

c) The project is consistent with the Big Sur Coast Land Use Plan policies regarding development in hazardous areas and near coastal bluffs and their implementing regulations in the Monterey County Coastal Implementation Plan, as detailed in Finding No. 9 Health and Safety and Finding No 10, development within 50 feet of a bluff.

d) Staff conducted site inspections on March 30, 2023, September 26, 2023, January 15, 2024, and February 27, 2024 to verify that the site is suitable for this use.

e) The application, project plans, and related support materials submitted by the project applicant to Monterey County HCD-Planning found in Project File PLN230064.

8. FINDING: **DEVELOPMENT WITHIN 50 FEET OF A COASTAL BLUFF –** The project is consistent with the Big Sur Coast Land Use Plan (BSC LUP) policies addressing hazardous areas and development in proximity to coastal bluffs, and their implementing regulations in the Monterey County Coastal Implementation Plan Part 3, Regulations for Development in the Big Sur Coast Land Use Plan (CIP).

EVIDENCE:

a) Geotechnical Report. BSC LUP Policy 3.7.3.A.9 and 3.7.3.A.11 require preparation of geological and geotechnical reports for development in proximity to a coastal bluff, and in areas of known or suspected geologic hazards, to assess geologic hazards and provide recommendations to address them. In this case a geological report (LIB230086) was prepared by engineering geologist Mark Foxx and a geotechnical report (LIB230087) prepared by Moses Cuprill, P.E. and Ashton Buckner, P.E. These two reports are supplemented by a technical design memo prepared by Moses Cuprill, P.E. and Ashton Buckner, P.E. dated February 10, 2023. The geotechnical report states that there are no significant geotechnical or geologic hazards at the site which would prohibit the proposed development, provided the recommendations presented in it are followed in development of project plans and specifications. These include recommendations regarding grading, foundations, utility trenches, drainage, and site plan review.

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b) Geological Report. The geological report (LIB230086) described the geology in the vicinity of the site and analyzed potential geologic hazards that could impact the property or project. It concluded that the project was feasible provided the recommendation in it were followed. The report characterized the geology of the site as granodiorite bedrock overlain by recent debris fan deposits. The report also states that there are possibly remnant marine terrace deposits above the bedrock. The debris fan deposits consist of sands, silts and gravels that are very susceptible to erosion. The granodiorite bedrock is much less susceptible to erosion. The existing residence is placed on the debris fan deposits. To the west of the residence is a flat terrace, where a septic tank is sited (a leech field also used to be in this location but has since been moved east of the residence), and an existing walking path, which slopes downward and north parallel to the western property line. This path appears visible in historic coastal imagery of the site in the geologic report from 1972 and 1979. The geological report recommendations included that new habitable development only be constructed inland of the 50 year bluff erosion and instability setback established in it; that development include measures to minimize erosion (such as landscaping and drainage control) and that stormwater runoff dispersal and erosion control be implemented; permit plan review; careful monitoring of future coastal erosion and bluff recession; and that removal of any existing improvements be done in a manner that minimizes removal and impact to underlying soils. The report also recommended foundations be sited seaward of the 50 year bluff setback, However, this was based on the concept of demolishing the existing residence and constructing a new one. The scope of the project was changed since the initial preparation of the geological and geotechnical reports in 2022, and the technical design memo prepared by the geotechnical engineer recommends that any foundations seaward of this setback be deep foundations installed to penetrate below the landslide plane depicted in sections of the site showing the 50 year bluff setback, which would minimize the threat to life and safety of the building occupants in the event of a major landslide.

c) Condition No. 8. - Notice of Report. CIP section 20.145.080.A.2.a. requires that the recommendations of geological and geotechnical reports be incorporated into the project design. To ensure that both the geologist and geotechnical engineers' recommendations are adhered to, Condition No. 8, Notice of Report is applied. This will require the applicant to record a notice on the property stating that all development will be in accordance with the recommendations of the geological and geotechnical reports, including the geotechnical engineers technical design memo dated February 10, 2023.

d) Previous Entitlements. On April 2, 2019 the County Zoning Administrator approved Emergency Coastal Development Permit PLN190043 (Resolution No. 19-43), which allowed a hilfiker retaining wall to stabilize the flat terrace west of the home where the septic tank was present. Resolution No. 19-43 states that large storm events occurred throughout 2018 and the first quarter of 2019, causing seepage, and slumping of the soil behind an existing wood and post retaining

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wall that supported the flat terrace. The wall was installed to prevent slumping and stabilize the terrace area. A follow up Coastal Development Permit (PLN190385) was approved by the Zoning Administrator on August 27, 2020 (Resolution No. 20-33), which allowed an additional tied-back solder pile retaining wall east and parallel to the existing walking path. This wall was designed to stabilize the slopes containing the existing residential development and collect and direct seepage away from erodible soils. Lawrence E. Grice, P.E. prepared the previous geotechnical analyses (LIB190043 and LIB190044) for these permits.

e) Tsunami. Tsunami hazards at the property are low, based on the Monterey County Tsunami inundation Map dated March 2021 prepared by the California Geological Survey. (LIB230086)

f) Storm wave runup. Improvements on the site are 140 feet above sea level in an area above the reach of wave runup. (LIB230086)

g) Fault. Monterey County GIS portrays short discontinuous fault line in the immediate southwest of the property. The fault is, “an inferred queried pre-Quaternary age fault mapped by Gary Greene in 1972.” The geologist concludes that the fault does not pose a significant hazard to the existing home or a proposed new home, because based upon it's age it is classified as Inactive. (LIB230086)

h) Bluff Recession. The geological report (LIB230086) states that moderate seismic shaking is expected in the next 50 years, and that other than seismic shaking, coastal bluff landsliding is the most significant geologic hazard at the site. The uncemented nature of the topsoil and debris fan deposits, coupled with occasional intense coastal storms can result in erosion and bluff recession hazards along the bluff edge. In order to calculate the anticipated retreat of the bluff, the geologist compared historical satellite imagery, which resulted in a worst case retreat of historical bedrock retreat of 1 to 2 feet from 1972 to 2022. The debris fan deposit appears to have retreated from 0 to 4 feet in some isolated spots. The report concludes, “Using the high end of the average annual terrace deposit erosion rates that appear to have historically occurred on the property since 1972 (50 years) would suggest that about 4 feet of debris fan deposit erosion could cause 4 feet of recession of the bluff edge from surficial erosion could occur at the subject property in the next 50 years.” To evaluate what portion of the building site is likely to remain stable over the next 50 years, the geological report incorporated the geotechnical reports (LIB230087) slope stability analysis to come up with a 50 year (until 2073) bluff erosion and instability setback. The report concludes that any development seaward of the 50 year coastal recession setback line may be damaged and need to be sacrificed. Since both the geological and geotechnical reports were prepared for the project, the project plans were revised to propose remodeling the existing residence rather than demolishing it and building a replacement residence. As portions of the existing residence are seaward of the recommended 50 year bluff setback, a technical design memo was prepared by Moses Cuprill, P.E. and Ashton Buckner, P.E. dated February 10, 2023. This memo recommends that any foundations seaward of this setback be deep

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foundations installed to penetrate below the landslide plane depicted in sections of the site showing the 50 year bluff setback.

i) Condition No. 9 - Coastal Hazards Deed Restriction. BSC LUP Policy 3.7.2.4. requires that in locations determined to have significant hazards, development permits include a special condition requiring the owner to record a deed restriction describing the nature of the hazard and long-term maintenance requirements, and BSC LUP Policy 3.9.1.1. requires that bluff top setbacks be adequate to avoid the need for sea walls during developments lifetime. In this case the areas seaward of the 50 year bluff erosion and instability setback are subject to known bluff erosion and slope stability hazards. Therefore, Condition No. 9 is applied to ensure consistency with these policies, which will require the applicant to record a deed restriction identifying that the site is subject to coastal hazards, assuming the risks of such development, waiving liability, indemnifying the Coastal Commission and County of Monterey for any damages due to coastal hazards, prohibiting future coastal armoring, requiring geotechnical analysis evaluating whether development is safe should land sliding, storm surge events, or bluff erosion threaten it, and re-location/removal should the development become unsafe without the installation of new sea walls or shoreline protective structures. Maintenance and repair of the existing retaining walls permitted by PLN190043 and PLN190385 shall be allowable within this deed restriction so long as those walls are only retaining surcharge of the landward development, and not functioning as sea walls or interfering with natural shoreline/coastal processes, including inland habitat migration and coastal erosion.

j) The application, project plans, and related support materials submitted by the project applicant to Monterey County HCD-Planning found in Project File PLN230064.

9. FINDING: **NO VIOLATIONS –** The subject property is in compliance with all rules and regulations pertaining to zoning uses, subdivision, and any other applicable provisions of the County's zoning ordinance. No violations exist on the property.

EVIDENCE:

a) Staff reviewed Monterey County HCD-Planning and HCD-Building Services records and is not aware of any violations existing on subject property.

b) Staff conducted a site inspection on March 30, 2023, September 26, 2023, January 15, 2024, and February 27, 2024 and researched County records to assess if any violation exists on the subject property.

c) The application, project plans, and related support materials submitted by the project applicant to Monterey County HCD-Planning found in Project File PLN230064.

10. FINDING: **LOT LINE ADJUSTMENT (Merger) -** The adjustment of the parcels is consistent with Section 66412 of the California Government Code (Subdivision Map Act) and Title 19 (Subdivision ordinance – Coastal) of the Monterey County Code.

EVIDENCE:

a) Title 19 section 19.09.005.E., properties may be merged through the lot Line Adjustment Process. To approve a Lot Line Adjustment (LLA),

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Title 19 section 19.09.025 requires that the decision maker must find that the lot line adjustment is between two (or more) existing adjacent parcels; that a greater number of parcels than originally existing will not be created as a result of the lot line adjustment; and that the parcel resulting form the lot line adjustment conform to "County Zoning and Building Ordinances." Each of these findings can be met as detailed in subsequent evidence "c" through "e".

b) The consistency finding is not constructed narrowly to only refer to Part 1 of the Monterey County Coastal Implementation Plan, which is the typical meaning of the term "The Zoning Ordinance." Title 19 section 19.02.260 defines zoning ordinance to mean Title 19.1 and 20 of the Monterey Code. Title 20 in turn includes cross references to the various Coastal Implementation Plan Development Standards (Title 20 Chapter 20.66), and requires that all Coastal Development Permits be consistent with the Monterey County Local Coastal Program (Title 20 section 20.02.060.A). This is consistent with the Subdivision Map Act section 66412(d) that states that an agency shall limit its review to whether the parcels resulting from the adjustment conform to the local general plan, any applicable specific plan, any applicable coastal plan, and zoning and building ordinances. In summary Lot Line Adjustments must be consistent with the plans and regulations detailed in Finding No. 1 evidence "a".

c) Existing Parcels. The lot line adjustment is between two adjacent existing parcels, "Parcel A" which contains the existing residence and is 1.59 acres, and "Parcel B", which is a separately described vacant property north and west of Parcel A containing approximately 2.56 acres. Both of these parcels are recognized as legal lots of record as detailed in Finding No. 1 evidence "c".

d) Will not Create New Parcels. The LLA will not create a greater number of parcels than originally existed. Two contiguous separate legal parcels of record will be merged, resulting in one contiguous 4.15 acre legal parcel of record.

e) Consistency. The resulting parcel would be consistent with the requirements of the County Zoning and Building Ordinances. As detailed in Finding No. 1, the resulting parcel will be consistent with the development standards of the zoning ordinance. No development is proposed on Parcel B, which is steeply sloped, has large portions viewable in the Critical Viewshed, and contains environmentally sensitive habitat area (coastal bluff and sage scrub), so the merger would not conflict with any of the resource protection policies and regulations discussed in Findings 2 through 4 or the hazards policies and regulations discussed in Finding 6. The project was also referred to HCD-Engineering Services, HCD-Environmental Services, Environmental Health Bureau, and Calfire; none of whom identified any inconsistencies with building ordinances that would result from the merging of the two properties.

f) As an exclusion to the Subdivision Map Act, the Lot Line Adjustment does not require recordation of a map. To appropriately document the boundary changes, the Owner/Applicant shall record a deed for the respective parcels to reflect the adjustment (Condition No. 12) and an

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Unconditional Certificate of Compliance for the merged lot per Condition No. 13.

g) The application, plans, and supporting materials submitted by the project applicant to Monterey County HCD-Planning for the proposed development are found in Project File PLN230064.

11. FINDING: **CEQA (Exempt) –** The project is categorically exempt from environmental review and no unusual circumstances were identified to exist for the proposed project.

EVIDENCE:

a) The project qualifies for Class 1 and 5 Categorical Exemptions pursuant to CEQA Guidelines sections 5301 and 15305, as detailed in evidences "c" through "e", and none of the exceptions from CEQA Guidelines 15300.2 apply to the project as detailed in evidences "f" through "e".

b) The project consists of the remodel of a single-family residence which would remove an indoor pool and attached garage, demolition and replacement of an existing guest house, construction of a detached garage to replace the attached garage being removed as part of the single-family residence remodel, associated site improvements including a pool, auto-court, and driveway, and the merging of two contiguous lots of record.

c) CEQA Guidelines section 15301, existing facilities, exempts the repair or minor alteration of existing structures, facilities, or topographical features. The key consideration of this exemption is that the project involves negligible or no expansion of use. The site would go from being a single site with two lots that contains a single-family residence with a pool in the residence, attached garage, and detached guest house to a single-family residence with a detached garage and detached guesthouse. The primary and accessory uses of the site will remain essentially the same after the project, and the overall floor area (inclusive of the residence, garage, and guest house) would increase 784 feet from 13,217 square feet to 14,001 square feet. This represents a negligible expansion of use, consistent with the intent of this exemption.

d) CEQA Guidelines section 15305, minor alterations in land use limitations, exempts alterations in land use limitations that do not result in changes in land use or density, including minor lot line adjustments and reversion to acreage in accordance with the Subdivision Map Act. The County's subdivision processes merger applications in the same manner as lot line adjustments. The merger of two legal lots of record into a single property is consistent with the intent of this exemption.

e) Class 1 categorical exemptions apply regardless of their location. The project is also not located in an area where an environmental resource of hazardous or critical concern has been designated by a local, state, or federal agency and precisely mapped.

f) The project consists of alterations to an existing single-family residence, replacement of an existing guest house, construction of a detached garage, associated site improvements, and merging of two legal lots of record. The proposed land use is not being altered and there is a negligible expansion of existing use, and there are no potentially significant impacts associated with the project, therefore the project would not cause or contribute to a cumulative environmental impact.

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g) There are no unusual circumstances associated with the undertaking of the project that would create the reasonable possibility for a potentially significant environmental effect.
h) The project is in view of Highway 1, a designated state Scenic Highway. However, as detailed in Finding No. 2, the project would not adversely affect scenic resources in view of the scenic highway.
i) The project is not located on a hazardous waste site included on any list compiled by Section 65962.5 of the Government Code.
j) A phase I historical report (LIB230115) was prepared for the project which assess the existing structures and determined that the existing residence was not a historical resource and that the detached guest house was not old enough to be considered a historical resource. Therefore, the project would, not impact any historical resources.
k) No adverse environmental effects were identified during staff review of the development application during site visits on March 30, 2023, September 26, 2023, January 15, 2024, or February 27, 2024.
l) See supporting Finding Nos. 1 and 2. The application, project plans, and related support materials submitted by the project applicant to Monterey County HCD-Planning found in Project File PLN230064.

12. FINDING: **PUBLIC ACCESS –** The project is in conformance with the public access and recreation policies of the Coastal Act (specifically Chapter 3 of the Coastal Act of 1976, commencing with Section 30200 of the Public Resources Code) and applicable Local Coastal Program, and does not interfere with any form of historic public use or trust rights.

EVIDENCE:
a) No public access is required as part of the project as no substantial adverse impact on access, either individually or cumulatively, as described in Sections 20.70.050.B.4 or 20.145.150 of the Monterey County Coastal Implementation Plan can be demonstrated.
b) No evidence or documentation has been submitted or found showing the existence of historic public use or trust rights over this property.
c) The subject property is described as Priority 3, other areas suitable for access in Figure 2 of the Big Sur Land Use Plan. The plan describes these as “attractive destinations where safety hazards or resource conflicts can be mitigated, and with the potential for improved parking.” It is also shown in a potential corridor for a public trail in Figure 3 of the Bug Sur Land Use Plan, Trails Plan.
d) However, Title 20 section 20.70.050.B.4.c. states that for single-family development on an existing lot, no access shall be required if no substantial adverse impact can be demonstrated, either individually or cumulatively, on historic access, public trust, or the recreational value of, accessibility to, use of, or safety of public beaches, trails, recreation areas, or recreation support areas; or, the shoreline, by affecting either processes of sources of sand necessary to maintain public beaches or tidelands, or by siting in a manner that would necessitate a shoreline protective device or other public maintenance of the area; then access shall not be required. The project, as a remodel and associated structures on an existing single-family residence with no access present, and merger of two properties, neither of which have public access, would not impact any historic or public trust access, or the recreational value or accessibility of any

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recreational areas. The project would also not impact the shoreline, as the siting of the residence is existing, and Condition No. 9 requires a deed restriction which would prohibit future armoring of the site.

e) Big Sur Coast Land Use Plan (BSC LUP) General Policy 6.1.4.4 states that visual access should be protected for long term public use. The project would not impact visual access. None of the structures proposed would block existing ocean views, and the demolition and replacement of the guest house closer to Highway 1 actually slightly improves visual access to the ocean. As discussed in Finding No. 2 the colors and materials of the structures are of a visually unobtrusive nature, such that they would not detract from the publics viewing experience of the shoreline or ocean.

f) The application, project plans, and related support materials submitted by the project applicant to Monterey County HCD-Planning found in Project File PLN230064.

13. FINDING: **APPEALABILITY -** The decision on this project may be appealed to the Board of Supervisors and the California Coastal Commission.

EVIDENCE:

a) Board of Supervisors. Section 20.86.030 of the Monterey County Zoning Ordinance (Title 20) allows an appeal to be made to the Board of Supervisors by any public agency or person aggrieved by a decision of an Appropriate Authority other than the Board of Supervisors.

b) California Coastal Commission. This project is appealable to the California Coastal Commission pursuant to Title 20 sections 20.86.080.A.1 and 20.86.080.A.3, as it includes development between the see and the first public road paralleling the sea (in this case Highway 1) and development that is permitted in the underlying zone as a conditional use. The project includes a Lot Line Adjustment, which is a conditionally allowable use. The project also includes development on slopes in excess of 30%, development within 100 feet of environmentally sensitive habitat area, and development in the critical viewshed, all three of which are non-exempt development requiring a Coastal Development Permit and considered conditionally allowable regardless of the property's underlying zoning designation.

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DECISION

NOW, THEREFORE, based on the above findings and evidence, the Planning Commission does hereby:

1) Find that the project qualifies for a Class 1 and 5 Categorical Exemptions pursuant to CEQA Guidelines sections 5301 and15305, and that none of the exceptions from CEQA Guidelines 15300.2 apply; and
2) Approve a Combined Development Permit consisting of a:
    a. Coastal Development Permit to allow a Lot Line Adjustment to merge two parcels resulting in a single 4.15 acre parcel;
    b. Coastal Administrative Permit and Design Approval to allow:
        i. the remodel, partial demolition and minor of an existing 12,176 square foot single family residence, resulting in a 12,636 square foot single family residence;
        ii. demolition of existing 397 square foot detached guest house and replacement with a 424 square foot detached guest house;
        iii. demolition of a 644 square foot attached garage and construction of a 941 square foot detached garage; and
        iv. associated site improvements including approximately 800 cubic yards of grading with 750 cubic yards of cut and 50 cubic yards of fill, repaving an existing driveway, installing an auto court, pathways, post-construction drainage improvements, a pool deck, and a pool;
    c. Coastal Development Permit to allow development within the Critical Viewshed;
    d. Coastal Development Permit to allow development within 50 feet of a bluff;
    e. Coastal Development Permit to allow development on slopes in excess of 30%; and
    f. Coastal Development Permit to allow development within 100 feet of environmentally sensitive habitat area.

All of which are in general conformance with the attached sketch and subject to the attached conditions**,** all being attached hereto and incorporated herein by reference.

PASSED AND ADOPTED this 27th day of March, 2024, upon motion of Commissioner Roberts, seconded by Commissioner Mendoza, by the following vote:

AYES:	Diehl, Work, Roberts, Getzelman, Gonzalez, Shaw, Mendoza
NOES:	None
ABSENT:	Monsalve, Gomez, Daniels
ABSTAIN:	None

DocuSigned by:
Melanie Beretti
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Melanie Beretti, AICP
Planning Commission Secretary

COPY OF THIS DECISION MAILED TO APPLICANT ON **4/5/2024**.

THIS APPLICATION IS APPEALABLE TO THE BOARD OF SUPERVISORS. IF ANYONE WISHES TO APPEAL THIS DECISION, AN APPEAL FORM MUST BE COMPLETED AND SUBMITTED TO THE CLERK TO THE BOARD ALONG WITH THE APPROPRIATE FILING FEE ON OR BEFORE **4/15/2024**.

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THIS PROJECT IS LOCATED IN THE COASTAL ZONE AND IS APPEALABLE TO THE COASTAL COMMISSION. UPON RECEIPT OF NOTIFICATION OF THE FINAL LOCAL ACTION NOTICE (FLAN) STATING THE DECISION BY THE FINAL DECISION MAKING BODY, THE COMMISSION ESTABLISHES A 10 WORKING DAY APPEAL PERIOD. AN APPEAL FORM MUST BE FILED WITH THE COASTAL COMMISSION. FOR FURTHER INFORMATION, CONTACT THE COASTAL COMMISSION AT (831) 427-4863 OR AT 725 FRONT STREET, SUITE 300, SANTA CRUZ, CA.

This decision, if this is the final administrative decision, is subject to judicial review pursuant to California Code of Civil Procedure Sections 1094.5 and 1094.6. Any Petition for Writ of Mandate must be filed with the Court no later than the 90th day following the date on which this decision becomes final.

NOTES

1. You will need a building permit and must comply with the Monterey County Building Ordinance in every respect.

   Additionally, the Zoning Ordinance provides that no building permit shall be issued, nor any use conducted, otherwise than in accordance with the conditions and terms of the permit granted or until ten days after the mailing of notice of the granting of the permit by the appropriate authority, or after granting of the permit by the Board of Supervisors in the event of appeal.

   Do not start any construction or occupy any building until you have obtained the necessary permits and use clearances from Monterey County HCD-Planning and HCD-Building Services Department office in Salinas.

2. This permit expires 3 years after the above date of granting thereof unless construction or use is started within this period.

Form Rev. 1-27-2021

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County of Monterey HCD Planning

Conditions of Approval/Implementation Plan/Mitigation Monitoring and Reporting Plan

PLN230064

1. PD001 - SPECIFIC USES ONLY

Responsible Department: Planning

Condition/Mitigation Monitoring Measure:

This Combined Development Permit (PLN230064) allows:
a. Coastal Development Permit to allow a Lot Line Adjustment to merge two parcels resulting in a single 4.15 acre parcel;
b. Coastal Administrative Permit and Design Approval to allow:
i. the remodel, partial demolition and minor of an existing 12,176 square foot single family residence, resulting in a 12,636 square foot single family residence;
ii. demolition of existing 397 square foot detached guest house and replacement with a 424 square foot detached guest house;
iii. demolition of a 644 square foot attached garage and construction of a 941 square foot detached garage; and
iv. associated site improvements including approximately 800 cubic yards of grading with 750 cubic yards of cut and 50 cubic yards of fill, repaving an existing driveway, installing an auto court, pathways, post-construction drainage improvements, a pool deck, and a pool;
c. Coastal Development Permit to allow development within the Critical Viewshed;
d. Coastal Development Permit to allow development within 50 feet of a bluff;
e. Coastal Development Permit to allow development on slopes in excess of 30%; and
f. Coastal Development Permit to allow development within 100 feet of environmentally sensitive habitat area.

The property is located at 37600 Hwy 1 Big Sur Coast Land Use Plan (APN: 418-111-012-000), Coastal Zone. This permit was approved in accordance with County ordinances and land use regulations subject to the terms and conditions described in the project file. Neither the uses nor the construction allowed by this permit shall commence unless and until all of the conditions of this permit are met to the satisfaction of the Director of HCD - Planning. Any use or construction not in substantial conformance with the terms and conditions of this permit is a violation of County regulations and may result in modification or revocation of this permit and subsequent legal action. No use or construction other than that specified by this permit is allowed unless additional permits are approved by the appropriate authorities. To the extent that the County has delegated any condition compliance or mitigation monitoring to the Monterey County Water Resources Agency, the Water Resources Agency shall provide all information requested by the County and the County shall bear ultimate responsibility to ensure that conditions and mitigation measures are properly fulfilled. (HCD - Planning)

Compliance or Monitoring Action to be Performed: The Owner/Applicant shall adhere to conditions and uses specified in the permit on an ongoing basis unless otherwise stated.

2. PD002 - NOTICE PERMIT APPROVAL

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: The applicant shall record a Permit Approval Notice. This notice shall state:
"A Combined Development Permit (Resolution Number 24-006) was approved by County of Monterey Planning Commission for Assessor's Parcel Number 418-111-012-000 on March 27, 2024. The permit was granted subject to 15 conditions of approval which run with the land. A copy of the permit is on file with County of Monterey HCD - Planning."

Proof of recordation of this notice shall be furnished to the Director of HCD - Planning prior to issuance of grading and building permits, Certificates of Compliance, or commencement of use, whichever occurs first and as applicable. (HCD - Planning)

Compliance or Monitoring Action to be Performed: Prior to the issuance of grading and building permits, certificates of compliance, or commencement of use, whichever occurs first and as applicable, the Owner/Applicant shall provide proof of recordation of this notice to the HCD - Planning.

3. PD003(A) - CULTURAL RESOURCES NEGATIVE ARCHAEOLOGICAL REPORT

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: If, during the course of construction, cultural, archaeological, historical or paleontological resources are uncovered at the site (surface or subsurface resources) work shall be halted immediately within 50 meters (165 feet) of the find until a qualified professional archaeologist can evaluate it. Monterey County HCD - Planning and a qualified archaeologist (i.e., an archaeologist registered with the Register of Professional Archaeologists) shall be immediately contacted by the responsible individual present on-site. When contacted, the project planner and the archaeologist shall immediately visit the site to determine the extent of the resources and to develop proper mitigation measures required for recovery.
(HCD - Planning)

Compliance or Monitoring Action to be Performed: The Owner/Applicant shall adhere to this condition on an on-going basis.

Prior to the issuance of grading or building permits and/or prior to the recordation of the final/parcel map, whichever occurs first, the Owner/Applicant shall include requirements of this condition as a note on all grading and building plans. The note shall state "Stop work within 50 meters (165 feet) of uncovered resource and contact Monterey County HCD - Planning and a qualified archaeologist immediately if cultural, archaeological, historical or paleontological resources are uncovered."

When contacted, the project planner and the archaeologist shall immediately visit the site to determine the extent of the resources and to develop proper mitigation measures required for the discovery.

4. PD005(A) - NOTICE OF EXEMPTION

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: Pursuant to CEQA Guidelines § 15062, a Notice of Exemption shall be filed for this project. The filing fee shall be submitted prior to filing the Notice of Exemption. (HCD-Planning)

Compliance or Monitoring Action to be Performed: After project approval, the Owner/Applicant shall submit a check, payable to the County of Monterey, to the Director of HCD - Planning.

5. PD006(A) - CONDITION COMPLIANCE FEE

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: The Owner/Applicant shall pay the Condition Compliance fee, as set forth in the fee schedule adopted by the Board of Supervisors, for the staff time required to satisfy conditions of approval. The fee in effect at the time of payment shall be paid prior to clearing any conditions of approval.

Compliance or Monitoring Action to be Performed: Prior to clearance of conditions, the Owner/Applicant shall pay the Condition Compliance fee, as set forth in the fee schedule adopted by the Board of Supervisors.

6. PD012(F) - LANDSCAPE PLAN & MAINTENANCE (SFD ONLY)

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: The site shall be landscaped. Prior to the issuance of building permits, a landscaping plan shall be submitted to the Director of HCD - Planning for review and approval. The purpose of the landscaping is to screen partially screens existing and proposed development from the critical viewshed, while not being so tall as to block ocean existing ocean views (i.e. those not already blocked by existing Monterey cypress trees or structures). The area above the existing garage shall remain landscaped and vegetated so that the garage remains out of view from the Critical Viewshed. The landscaping shall be required to use native and native compatible species in accordance with Big Sur Coast Land Use Plan policy 3.3.3.A.10 which encourages removal of exotic species and policy 3.3.2.9 which requires use of native landscaping species in proposed landscaping. As the site interfaces with environmentally sensitive habitat areas, including coastal bluff and sage scrub, a qualified biologist shall be required to review and approve the proposed planting list prior to building permit issuance.

The landscaping plan shall be in sufficient detail to identify the location, species, and size of the proposed landscaping materials and shall include an irrigation plan. The plan shall be accompanied by a nursery or contractor's estimate of the cost of installation of the plan.

Before occupancy, landscaping shall be either installed or a certificate of deposit or other form of surety made payable to Monterey County for that cost estimate shall be submitted to the Monterey County HCD - Planning. All landscaped areas and fences shall be continuously maintained by the applicant; all plant material shall be continuously maintained in a litter-free, weed-free, healthy, growing condition. (HCD - Planning)

Compliance or Monitoring Action to be Performed: Prior to issuance of building permits, the Owner/Applicant/Licensed Landscape Contractor/Licensed Landscape Architect shall submit landscape plans and contractor's estimate to the HCD - Planning for review and approval. Landscaping plans shall include the recommendations from biological survey. All landscape plans shall be signed and stamped by licensed professional under the following statement, "I certify that this landscaping and irrigation plan complies with all Monterey County landscaping requirements including use of native, drought-tolerant, non-invasive species; limited turf; and low-flow, water conserving irrigation fixtures."

Prior to issuance of building permits, the Owner/Applicant/Licensed Landscape Contractor shall provide confirmation from a qualified biologist on tne County of Monterey list of approved environmental consultants verifying that the proposed plantings are either native or native compatible and would not adversely effect or crowd out the environmentally sensitive bluff and sage scrub on the site or adjacent property .

Prior to occupancy, the Owner/Applicant/Licensed Landscape Contractor/Licensed Landscape Architect shall ensure that the landscaping shall be either installed or a certificate of deposit or other form of surety made payable to Monterey County for that cost estimate shall be submitted to the Monterey County HCD - Planning.

On an on-going basis, all landscaped areas and fences shall be continuously maintained by the Owner/Applicant; all plant material shall be continuously maintained in a litter-free, weed-free, healthy, growing condition.

7. PD014(C) - LIGHTING-EXTERIOR LIGHTING PLAN (BIG SUR)

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: All exterior lighting shall be unobtrusive, down-lit, compatible with the local area, and constructed or located so that only intended area is illuminated and off-site glare is fully controlled. Exterior lights shall have recessed lighting elements. Exterior light sources that would be directly visible from critical viewshed viewing areas as defined in Section 20.145.020.V, are prohibited. The applicant shall submit an exterior lighting plan which shall indicate location, type, and wattage of all light fixtures and include catalog sheets for each fixture. The lighting shall comply with the requirements of the California Energy Code set forth in California Code of Regulations Title 24 Part 6. The exterior lighting plan shall be subject to approval by the Director of HCD - Planning, prior to the issuance of building permits.

In order to prevent interior lighting from causing night time light pollution or a "lanterning" affect, the owner/applicant shall install the automatic shades which were included in the proposed project, and provide verification that they were installed after construction.
(HCD - Planning)

Compliance or Monitoring Action to be Performed: Prior to the issuance of building permits, the Owner/Applicant shall submit three copies of the lighting plans to HCD - Planning for review and approval. Approved lighting plans shall be incorporated into final building plans.

Prior to issuance of building permits, the Owner/Applicant shall incorporate automatic shades into the project plans and submit these to HCD - Planning for review and approval. The automatic shades shall be incorporated into the final building plans.

Prior to final/occupancy, the owner/applicant shall install the exterior lighting and automatic shades in according to the approved plan.

Prior to final/occupancy, staff shall conduct a site visit to ensure that the lighting has been installed according to the approved plan.

On an on-going basis, the Owner/Applicant shall ensure that the lighting and automatic shades are installed and maintained in accordance with the approved plan.

8. PD016 - NOTICE OF REPORT

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: Prior to issuance of building or grading permits, a notice shall be recorded with the Monterey County Recorder which states:
"Geological and Geotechnical Reports (Library Nos. LIB230086 and LIB230087), were prepared by Mark Foxx, Certified Engineering Geologist, and Ashton Puckner, P.E. and Moses Cuprill, P.E., respectively, on May 3, 2022. These reports are supplemented by a technical design memo prepared by Ashton Puckner, P.E. and Moses Cuprill, P.E. on February 10, 2023. These reports are on file with County of Monterey HCD - Planning. All development shall be in accordance with these reports."
(HCD - Planning)

Compliance or Monitoring Action to be Performed: Prior to the issuance of grading and building permits, the Owner/Applicant shall submit proof of recordation of this notice to HCD - Planning.

Prior to occupancy, the Owner/Applicant shall submit proof, for review and approval, that all development has been implemented in accordance with the report to the HCD - Planning.

9. PDSP001 - COASTAL HAZARDS DEED RESTRICTION

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: In accordance with Big Sur Coast Land Use Plan Hazards Policy 3.7.2.4, the owner shall record a deed restriction on the property describing the nature of the property's hazards (Coastal Hazards, including but not limited to waves, storms, flooding, landslide, shoreline retreat, erosion, and earth movement, many of which will worsen with future sea level rise) and long-term maintenance requirements. This deed restriction shall also ensure consistency with Policy 3.9.1.1, that bluff top setbacks for development be adequate to avoid the need for sea walls during development's economic lifespan. The deed restriction shall say the text of Exhibit B Attachment 2 of this resolution.

Compliance or Monitoring Action to be Performed: Prior to issuance of construction permits, owner/applicant shall record the deed restriction, and provide HCD-Planning with evidence that it has been recorded. Such evidence shall be in the form of a copy of the recorded document with the recorders seal.

10. PD040 - CRITICAL VIEWSHED (BIG SUR)

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: To protect the Big Sur Critical Viewshed from potential future development and protect environmentally sensitive habitats, in accordance with Monterey County Coastal Implementation Plan sections 20.145.030.A.2 (g) and (h), and Big Sur Coast Land Use Plan Policy 3.3.2.3, the applicant shall record a Conservation and Scenic Easement over those portions of the subject parcel that are in the critical viewshed and where the environmentally sensitive coastal bluff and sage scrub are, subject to review and approval of HCD-Planning and the review and approval by the Board of Supervisors. The easement area shall encompass all of the existing 2.56 acre Parcel B. The existing walking path and approved stormwater line shall be allowable within the easement area. Conservation and scenic easement shall protect environmentally sensitive habitat areas, including the existing bluff and sage scrub, and shall protect the Big Sur Critical Viewshed by prohibiting new development within the easement area.

A Subordination Agreement shall be required, where necessary. An easement deed shall be submitted to, reviewed and approved by, the Director of HCD - Planning and the Executive Director of the California Coastal Commission, and accepted by the Board of Supervisors prior to recording the parcel/final map or prior to the issuance of grading and building permits. (HCD - Planning)

Compliance or Monitoring Action to be Performed: Prior to issuance of grading or building permits, the Owner/Applicant shall provide a "Critical Viewshed Map" as described in Monterey County Coastal Implementation Plan 20.145.030.A.2.(g).

Prior to issuance of grading or building permits, the Owner/Applicant provide a diagram approved by a qualfied biologist from the County of Monterey list of approved environmental consultants depicting the location and distribution of environmentally sensitive habitat areas to be protected by the easement.

Prior to issuance of grading or building permits, the Owner/Applicant shall submit the conservation and scenic easement deed and a survey plat to the HCD-Planning Department for review and approval. The easement deed shall be accompanied by a legal description of the subject property in a manner acceptable by the Monterey County Recorder for recordation of the easement deed and a plat, legal description, and accompanying closure calculations for the easement area prepared by a licensed surveyor or civil engineer.

Prior to recording the parcel/final map or prior to the issuance or grading or building permits, the Owner/Applicant shall submit a signed and notarized Subordination Agreement, if required, to HCD- Planning for review and approval.

Prior to or concurrent with recording the parcel/final map, final inspection, or commencement of use, the Owner/Applicant shall record the approved conservation and scenic easement and submit a copy of the recorded easement deed to HCD – Planning.

11. PD049 - TREE AND ROOT PROTECTION

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: Prior to beginning any tree removal, trees which are located close to trees approved for removal shall be protected from inadvertent damage from equipment or tree removal activity by fencing off the canopy drip-lines and/or critical root zones (whichever is greater) with protective materials. Any tree protection measures recommended by a County-approved tree consultant, in addition to the standard condition, shall be implemented. (HCD - Planning)

Compliance or Monitoring Action to be Performed: Prior to construction or tree removal, the Owner/Applicant/Tree Removal Contractor submit evidence of tree protection to HCD-Planning for review and approval.

After construction or tree removal, the Owner/Applicant/Tree Removal Contractor shall submit photos of the trees on the property to HCD -Planning to document that the tree protection has been successful or if follow-up remediation measures or additional permits are required.

12. PDSP002 - LOT LINE ADJUSTMENT DEED

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: Owner(s)/Applicant(s) shall prepare, execute and record deeds that reflect the lot line adjustment as required by California Government Code §66412(d) and request an unconditional Certificate of Compliance for the merged parcel. (HCD-Planning)

Compliance or Monitoring Action to be Performed:

1. An updated title report (current within 30 days) for each subject parcel of the lot line adjustment.
2. Draft legal descriptions, plats and closure calculations for each newly adjusted parcel of the lot line adjustment for which a Certificate of Compliance will be issued. The legal description, plat, and closure calculations shall be prepared by a professional land surveyor. The legal description shall be entitled “Exhibit A” and shall have the planning permit no. (PLN230064) in the heading. The plat may be incorporated by reference into Exhibit “A,” or be entitled Exhibit “B.”
3. Draft deeds for all adjustment parcels, being all areas being conveyed by Owners in conformance to the approved lot line adjustment. The deeds shall contain a legal description and plat of the areas to be conveyed in conformance to the approved lot line adjustment. The legal description, plat, and closure calculations shall be prepared by a professional land surveyor. The legal description shall be entitled “Exhibit A” and shall have the planning permit no. (PLN) in the heading. The plat may be incorporated by reference into Exhibit “A,” or be entitled Exhibit “B.” The deed shall comply with the Monterey County Recorder's guidelines as to form and content.

a. The Owner(s)/Applicant(s) shall be responsible for ensuring the accuracy and completeness of all parties listed as Grantor and Grantee on the deeds.

b. Each deed shall state in the upper left corner of the document the party requesting the recording and to whom the recorded document shall be returned.

c. The purpose of the deed shall be stated on the first page of the deed, as follows:

“The purpose of this deed is to adjust the parcel boundaries in conformance to the lot line adjustment approved by the County of Monterey, PLN230064. This deed is being recorded pursuant to §66412(d) of the California Government Code and shall reconfigure the subject parcels in conformance to said approved lot line adjustment.”

PLEASE NOTE: Owner(s) is/are responsible for securing any reconveyance, partial reconveyance and/or subordination in connection with any loan, mortgage, lien or other financial obligation on all property being transferred between parties.

4. Following review and any corrections of the legal descriptions and plats by County Surveyor:

a. Owner/Applicant submit copies of the fully executed and acknowledged deed(s) for the adjustment parcels to the project planner for review & approval by County Surveyor

b. Owner/Applicant shall submit the legal description and plat for each Certificate of Compliance to HCD-Planning for final processing.

c. Using a title company, execute the deeds before a notary public, and have the deeds recorded.

d. Owner/Applicant shall submit copies of all recorded deeds to the project planner.

13. PD045 - COC (LOT LINE ADJUSTMENTS)

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: The applicant shall request an unconditional Certificates of Compliance for the merged parcel. (HCD - Planning)

Compliance or Monitoring Action to be Performed: Prior to the expiration of the entitlement, the Owner/Applicant/Surveyor shall prepare legal descriptions for each newly configured parcel and submit them to HCD -Planning for review and approval. The legal descriptions shall be entitled "Exhibit A." The legal description shall comply with the Monterey County Recorder's guidelines as to form and content. The Applicant shall submit the legal descriptions with a check, payable to the Monterey County Recorder, for the appropriate fees to record the Certificates of Compliance.

Prior to the expiration of the entitlement and after the Certificates are recorded, the Owner/Applicant shall file a request and pay the fees for separate assessments or combination assessments (for lot mergers) with the Assessor's Office.

14. CC01 INDEMNIFICATION AGREEMENT

Responsible Department: County Counsel-Risk Management

Condition/Mitigation Monitoring Measure: The property owner agrees as a condition and in consideration of approval of this discretionary development permit that it will, pursuant to agreement and/or statutory provisions as applicable, including but not limited to Government Code Section 66474.9, defend, indemnify and hold harmless the County of Monterey or its agents, officers and employees from any claim, action or proceeding against the County or its agents, officers or employees to attack, set aside, void or annul this approval, which action is brought within the time period provided for under law, including but not limited to, Government Code Section 66499.37, as applicable. The property owner will reimburse the County for any court costs and attorney's fees which the County may be required by a court to pay as a result of such action. The County may, at its sole discretion, participate in the defense of such action; but such participation shall not relieve applicant of his/her/its obligations under this condition. An agreement to this effect shall be recorded upon demand of County Counsel or concurrent with the issuance of building permits, use of property, filing of the final map, recordation of the certificates of compliance whichever occurs first and as applicable. The County shall promptly notify the property owner of any such claim, action or proceeding and the County shall cooperate fully in the defense thereof. If the County fails to promptly notify the property owner of any such claim, action or proceeding or fails to cooperate fully in the defense thereof, the property owner shall not thereafter be responsible to defend, indemnify or hold the County harmless. (County Counsel-Risk Management)

Compliance or Monitoring Action to be Performed: Upon demand of County Counsel or concurrent with the issuance of building permits, use of the property, recording of the final/parcel map, or recordation of Certificates of Compliance, whichever occurs first and as applicable, the Owner/Applicant shall submit a signed and notarized Indemnification Agreement to the Office of County Counsel-Risk Management for review and signature by the County.

Proof of recordation of the Indemnification Agreement, as outlined, shall be submitted to the Office of County Counsel-Risk Management

15. PW0044 - CONSTRUCTION MANAGEMENT PLAN

Responsible Department: Public Works

Condition/Mitigation Monitoring Measure: The applicant shall submit a Construction Management Plan (CMP) to HCD-Planning and HCD-Engineering Services for review and approval. The CMP shall include measures to minimize traffic impacts during the construction/grading phase of the project.

CMP shall include, at a minimum, duration of the construction, hours of operation, truck routes, estimated number of truck trips that will be generated, number of construction workers, and on-site/off-site parking areas for equipment and workers and locations of truck staging areas. Approved measures included in the CMP shall be implemented by the applicant during the construction/grading phase of the project. (Public Works)

The applicant or contractor shall submit a parking plan that includes measures to reduce the visual impacts seen by Highway 1 travelers and the surrounding communities during the construction.

All construction parking/staging shall be on private property, and measures shall be taken to prevent construction vehicles from queuing on Highway 1 at any time during the construction.

Compliance or Monitoring Action to be Performed: 1. Prior to issuance of the Grading Permit or Building Permit, Owner/Applicant/Contractor shall prepare a CMP and shall submit the CMP to the HCD-Planning and HCD- Engineering Services for review and approval.

2. On-going through construction phases Owner/Applicant/Contractor shall implement the approved measures during the construction/grading phase of the project.

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Exhibit B – Attachment 2 Coastal Hazards Deed Restriction

Condition No. 9 PDSP001 – Coastal Hazards Deed Restriction Text:

a. General Provisions. This deed restriction is being recorded to satisfy Condition No. 9 of the Combined Development Permit Approval (PLN230064), approved by County of Monterey Planning Commission Resolution No. 24-006 By accepting this permit, the property owner has accepted the following conditions and restrictions, which shall run with the land and also bind subsequent property owners:

b. Coastal Hazards. The site is subject to coastal hazards, including but not limited to waves, storms, flooding, landslide, shoreline retreat, erosion, and earth movement, many of which will worsen with future sea level rise. This site is on a coastal bluff and is subject to known bluff erosion and slope stability hazards. Geological and Geotechnical Reports prepared for the Combined Development Permit PLN230064 identified a "50 year Bluff Erosion and Instability Setback," and stated that improvements seaward of which should be considered at risk, and may be damaged and need to be sacrificed by 2073.

c. Assume Risks. To assume all risks to the Permittee and the properties that are the subject of this permit of injury and damage from such hazards in connection with this permitted development.

d. Liability Waiver. To unconditionally waive any claim of damage or liability against the California Coastal Commission & the County of Monterey, and their officers, agents, and employees for injury or damage from such hazards.

e. Indemnification. To indemnify and hold harmless the California Coastal Commission & the County of Monterey, and their officers, agents, and employees with respect to the County's approval of the project against any and all liability, claims, demands, damages, costs (including costs and fees incurred in defense of such claims), expenses, and amounts paid in settlement arising from any injury or damage due to such hazards. This indemnification obligation is in addition to, and cumulative of, the indemnification obligation imposed by the County of Monterey Planning Commission in its Resolution No. 24-006, Condition No. 9. Property owner understands and agrees that both indemnification obligations shall be memorialized in the indemnification agreement required by Planning Commission Resolution No. 24-006 Condition No. 14.

f. Permittee Responsible. That any adverse effects to property caused by the permitted project shall be fully the responsibility of the Permittee.

g. Shoreline Armoring Prohibited. That no shoreline armoring shall ever be constructed to protect the development approved pursuant to this permit, including in the event that the development is threatened with damage or destruction from coastal hazards in the future.

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h. Waiver of Rights to Construct Armoring. The Permittee hereby waives, on behalf of itself and all successors and assigns, any rights to construct such armoring that may exist under applicable law.

i. Existing hilfiker walls. The existing hilfiker retaining walls approved pursuant to County Coastal Development Permits PLN190043 and PLN190385 may be repaired or maintained consistent with the provisions of Monterey County Code. This provision shall not alleviate the requirement for Coastal Development Permits for development activity / repair that requires a Coastal Development Permit. Should a Coastal Development Permit be required for any repair work, it shall only be approved if the necessary findings to allow a Coastal Development Permit can be met by the appropriate authority, and the retaining walls would not function as sea walls or interfere with natural shoreline/coastal processes, including inland habitat migration and coastal erosion.

j. Safety and geotechnical investigation. The approved project may be constructed and used consistent with the terms and conditions of this permit for only as long as development on the property remains safe for use and occupancy. If any portion of the development is deemed unsafe by an appropriate public agency including the County of Monterey; the coastal bluff edge migrates within five feet of the existing walking path west of the residence; coastal bluff erosion, storm surge or landslides damage the existing hilfiker walls permitted pursuant to County Coastal Development Permits PLN190043 and PLN190385 such that they would require replacement or any of the listed activities requiring a Coastal Development Permit in subsection "i" in order to remain functional; or a storm surge event, bluff erosion, or landslide event cause damage to any major structural component of the residence (including any load bearing beam, column, foundation slab, grade beam, or pile), the applicant shall have a geotechnical and coastal hazards investigation prepared by a licensed geotechnical engineer and geologist or engineering geologist at their own expense that shall address whether portions of the approved development are immediately threatened by coastal hazards and/or are unsafe without the installation of new sea walls or shoreline protective structures, and shall identify all those immediate or potential future measures that could stabilize the threat of coastal hazards without shoreline armoring including, but not limited to, removal or relocation of portions of the approved project. The Director of County of Monterey HCD may administratively approve any immediate measures that stabilize the site or reduce/eliminate the threat of coastal hazards that do not involve shoreline armoring, any of the activities which require a Coastal Development Permit listed in subsection "i", major vegetation removal, or new buildings visible within the Big Sur Critical Viewshed.

k. Removal/Relocation. If the geotechnical and coastal hazards investigation determines that portions of the approved development are immediately threatened by coastal hazards and/or are presently unsafe without shoreline armoring, the property owner shall within 90 days of submitting the investigation, submit a Removal/Relocation Plan to the County of Monterey HCD for review and approval. The Removal/Relocation Plan shall clearly describe the manner in which such development is to be removed/relocated and the affected area restored so as to best protect coastal resources, including the Big Sur Critical Viewshed and adjacent coastal and sage scrub and the Pacific Ocean. The Removal/Relocation plan shall be processed as an amendment to the Combined Development Permit PLN230064, consistent with the procedures for

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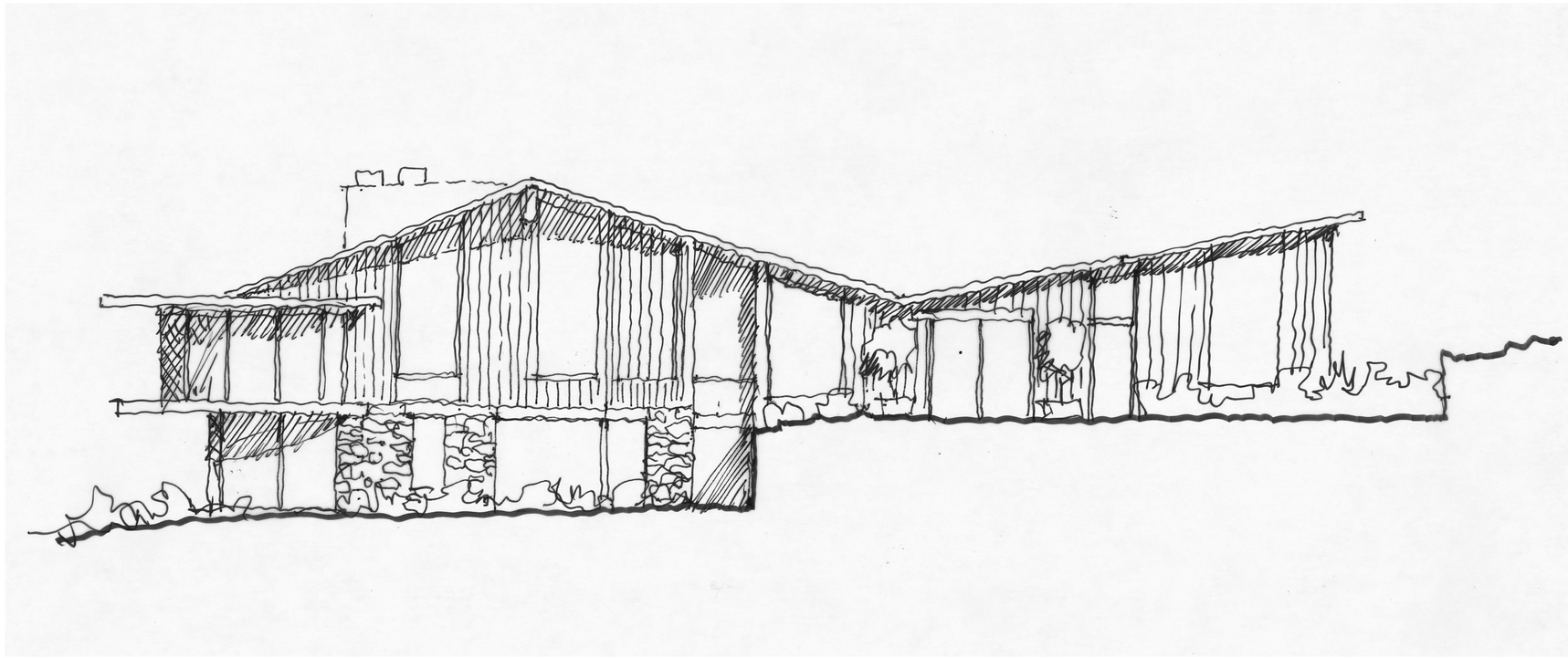
amendments to Coastal Development Permits in Monterey County Code. In the event that portions of the development are destroyed by coastal hazards before they are removed/relocated, the property shall remove all recoverable debris associated with the development from the bluff; shall lawfully dispose of the material in an approved disposal site; and shall restore the affected area so as to best protect coastal resources, including the adjacent bluff and sage scrub, and the Pacific Ocean.

l. This deed restriction shall not prohibit the County of Monterey from considering Emergency Permits consistent with Monterey County Code to abate immediate health and safety risks. However, as required by this deed restriction, such emergency permits shall not allow construction of shoreline armoring.



37600 HIGHWAY ONE

BIG SUR, CALIFORNIA 93920

PLANNING
JANUARY 26, 2024

PROJECT DIRECTORY

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NO. C-23100
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37600 HIGHWAY ONE
BIG SUR, CA 93920

APN: 418-111-012

DRAWN BY:	GL
DATE:	ISSUE:
04.28.23	PLANNING
12.04.23	PLANNING
01.26.24	PLANNING

COVER SHEET

A0.00

01.26.24

P:\Highway One 37600\00-Drawings\A0.00 HO COVER SHEET.dwg Jan 26, 2024-10:50

ARCHITECTURAL ABBREVIATIONS

A/C	AIR CONDITIONING	FT	FEET OR FOOT	PVC	POLYVINYL CHLORIDE
ABV	ABOVE	FTG	FOOTING	PWDR	POWDER
AC	ASPHALTIC CONCRETE	FURR	FURRED OR FURRING		
ACC	ACCESS OR ACCESSIBLE			QTY	QUANTITY
ACOUS	ACOUSTICAL	GA	GAUGE	QUAL	QUALITY OR QUALIFICATIONS
AD	AREA DRAIN	GALV	GALVANIZED		
ADJ	ADJACENT OR ADJUSTABLE	GCU	GYPSUM CONCRETE UNDERLAYMENT	(R)	RELOCATE OR RELOCATED
ADDL	ADDITIONAL			R	RISER OR RADIUS
AFF	ABOVE FINISH FLOOR	GD	GARBAGE DISPOSAL	RAD	RADIUS
AGGR	AGGREGATE	GEN	GENERAL	RCP	REFLECTED CEILING PLAN
AHJ	AUTHORITY HAVING JURISDICTION	GFCI	GROUND FAULT CIRCUIT INTERRUPTER	RD	ROOF DRAIN
				REF	REFERENCE OR REFRIGERATOR
ALT	ALTERNATE	GFRG	GLASS FIBER REINFORCED CONCRETE	REFL	REFLECTED OR REFLECTIVE
ALUM	ALUMINUM			REINF	REINFORCED
ANOD	ANODIZED	GFRP	GLASS FIBER REINFORCED (GYPSUM) PLASTER	REQD	REQUIRED
ARCH	ARCHITECT OR ARCHITECTURAL	GL	GLASS	RESIL	RESILIENT
		GLAZ	GLAZING	RET	RETAINING
ASPH	ASPHALT OR ASPHALTIC	GSM	GALVANIZED SHEET METAL	REV	REVISION OR REVISED OR
AVG	AVERAGE	GYP	GYPSUM		
A/V	AUDIO/VIDEO				REVERSED
AWRB	AIR AND WATER-RESISTANT OR RESISTIVE BARRIER	H	HIGH	RM	ROOM
		HB	HOSE BIBB	RND	ROUND
		HC	HOLLOW CORE	RO	ROUGH OPENING
BD	BOARD	HD	HEAD	ROW	RIGHT OF WAY
BFP	BACKFLOW PREVENTER	HDR	HEADER	RWD	REDWOOD
BITUM	BITUMINOUS	HDWR	HARDWARE	RWL	RAIN WATER LEADER
BLDG	BUILDING	HDWD	HARDWOOD		
BLK	BLOCK	HM	HOLLOW METAL	S	SOUTH
BLKG	BLOCKING	HORIZ	HORIZONTAL	SAF	SELF-ADHERING SHEET FLASHING
BM	BEAM	HR	HOUR	SASW	SELF-ADHERING SHEET WATERPROOFING
BO	BOTTOM OF	HRWP	HOT RUBBERIZED ASPHALT WATERPROOFING	SC	SOLID CORE
BR	BEDROOM			SCD	SEE CIVIL DRAWINGS
BSMT	BASEMENT	HT	HEIGHT	SCHED	SCHEDULE
BTWN	BETWEEN	HVAC	HEATING VENTILATING AND AIR CONDITIONING	SD	SOAP DISH OR DISPENSER OR SMOKE DETECTOR
BUR	BUILT UP ROOFING	HWH	HOT WATER HEATER	SEAL	SEALANT
				SECT	SECTION
CAB	CABINET	ID	INSIDE DIAMETER	SED	SEE ELECTRICAL DRAWINGS
CB	CATCH BASIN	IN	INCH	SEP	SEPARATE OR SEPARATION
CEM	CEMENT OR CEMENTITIOUS	INCAN	INCANDESCENT	SF	SQUARE FEET
CER	CERAMIC	INCL	INCLUDE OR INCLUDING	SFD	SEE FIRE PROTECTION DRAWINGS
CFAW	COLD FLUID-APPLIED WATERPROOFING	INFO	INFORMATION		
CIP	CAST IN PLACE	INSUL	INSULATION	SHR	SHOWER
CJ	CONTROL JOINT	INT	INTERIOR	SHT	SHEET
CLG	CEILING			SHTG	SHEATHING
CLKG	CAULKING	JCT	JUNCTION	SIM	SIMILAR
CLOS	CLOSET	JST	JOIST	SL	SLIDING
CLR	CLEAR OR CLEARANCE	JT	JOINT	SLAD	SEE LANDSCAPE DRAWINGS
CLSS	CORRUGATED LATH STARTER STRIP			SLTD	SEE LIGHTING DRAWINGS
		KIT	KITCHEN	SMD	SEE MECHANICAL DRAWINGS
CMU	CONCRETE MASONRY UNIT			SOG	SLAB ON GRADE
CNTR	COUNTER	LAM	LAMINATE	SPEC	SPECIFICATION OR SPECIFIED
CO	CLEAN OUT	LAV	LAVATORY	SPF	SPRAY-APPLIED POLYURETHANE FOAM
COL	COLUMN	LB	POUND		
COMB	COMBUSTION	LIN	LINEN OR LINEAR	SPD	SEE PLUMBING DRAWINGS
COMP	COMPOSITION	LT	LIGHT	SQ	SQUARE
CONC	CONCRETE	LTG	LIGHTING	SS	STAINLESS STEEL
CONN	CONNECTION	LWT	LIGHTWEIGHT	SSD	SEE STRUCTURAL DRAWINGS
CONST	CONSTRUCTION			ST	STONE TILE
CONT	CONTINUOUS	MATL	MATERIAL	STD	STAINED OR STANDARD
CPT	CARPET	MAX	MAXIMUM	STL	STEEL
CSMT	CASEMENT	MBL	MARBLE	STN	STONE
CT	CERAMIC TILE	MC	MEDICINE CABINET	STOR	STORAGE
CTR	CENTER	MDF	MEDIUM DENSITY FIBERBOARD	STRUCT	STRUCTURE OR STRUCTURAL
CTSK	COUNTERSINK	MDO	MEDIUM DENSITY OVERLAY	SUSP	SUSPENDED
		MECH	MECHANICAL	SW	SHEAR WALL
(D)	DEMOLISH	MED	MEDIUM OR MEDICINE	SYM	SYMMETRICAL
D	DEEP OR DRYER	MEMB	MEMBRANE		
DBL	DOUBLE	MFR	MANUFACTURER	T	TREAD
DEMO	DEMOLISH OR DEMOLITION	MH	MANHOLE	T&B	TOP AND BOTTOM
DEPT	DEPARTMENT	MIN	MINIMUM	T&G	TONGUE AND GROOVE
DIA	DIAMETER	MIR	MIRROR	TB	TOWEL BAR
DIM	DIMENSION	MISC	MISCELLANEOUS	TC	TRASH COMPACTOR
DN	DOWN	MO	MASONRY OPENING	TEL	TELEPHONE
DO	DOOR OPENING	MTD	MOUNTED	TEMP	TEMPERED
DR	DOOR	MTL	METAL	THK	THICK OR THICKNESS
DS	DOWNSPOUT	MULL	MULLION	THRESH	THRESHOLD
DTL	DETAIL	MW	MICROWAVE	TO	TOP OF
DW	DISHWASHER			TOC	TOP OF CONCRETE
DWG	DRAWING	(N)	NEW	TOP	TOP OF PLATE
DWR	DRAWER	N	NORTH	TOW	TOP OF WALL
		N/A	NOT APPLICABLE	TPH	TOILET PAPER HOLDER
(E)	EXISTING	NIC	NOT IN CONTRACT	TPO	THERMOPLASTIC-POLYOLEFIN
E	EAST	NO	NUMBER	TRANS	TRANSPARENT
EA	EACH	NOM	NOMINAL	TS	TUBE STEEL
EJ	EXPANSION JOINT	NR	NON-RATED	TYP	TYPICAL
EL	ELEVATION	NTS	NOT TO SCALE		
ELEC	ELECTRIC OR ELECTRICAL			UNF	UNFINISHED
ELEV	ELEVATOR	O/	OVER	UON	UNLESS OTHERWISE NOTED
EMER	EMERGENCY	OBS	OBSCURE		
ENCL	ENCLOSE OR ENCLOSURE	OC	ON CENTER	VAR	VARIES
EO	EDGE OF	OD	OUTSIDE DIAMETER	VCT	VINYL COMPOSITION TILE
EP	ELECTRICAL PANEL	OF	OVERFLOW	VEN	VENEER
EQ	EQUAL	OFCI	OWNER FURNISHED CONTRACTOR INSTALLED	VERT	VERTICAL
EQUIP	EQUIPMENT			VEST	VESTIBULE
EXH	EXHAUST	OFD	OVERFLOW DRAIN	VIF	VERIFY IN FIELD
EXP	EXPANSION	OFOI	OWNER FURNISHED OWNER INSTALLED	VOL	VOLUME
EXT	EXTERIOR			VP	VENEER PLASTER
F	FIXED OR FREEZER	OPNG	OPENING	W	WEST OR WASHER OR WIDE
FA	FIRE ALARM	OPP	OPPOSITE	W/	WITH
FAF	FLUID-APPLIED FLASHING			W/D	WASHER AND DRYER
FAU	FORCED AIR UNIT	PAN	PANTRY	W/O	WITHOUT
FD	FLOOR DRAIN OR FIRE DEPARTMENT	PANS	PRE-APPLIED SHEET WATERPROOFING	WC	WATER CLOSET OR WALL COVERING
FDN	FOUNDATION	PC	PRECAST	WD	WOOD
FF	FINISH FLOOR	PERIM	PERIMETER	WH	WATER HEATER
FIN	FINISH OR FINISHED	PERP	PERPENDICULAR	WIN	WINDOW
FLR	FLOOR	PKT	POCKET	WO	WHERE OCCURS
FLASH	FLASHING	PL	PLATE	WP	WATERPROOF OR WATERPROOFING
FLUOR	FLUORESCENT	PLAM	PLASTIC LAMINATE	WPM	WATERPROOF MEMBRANE
FO	FACE OF	PLAS	PLASTER	WRB	WATER-RESISTANT OR RESISTIVE BARRIER
FOC	FACE OF COLUMN OR CONCRETE	PLYWD	PLYWOOD		
		PNL	PANEL	WS	WEATHERSTRIPPING
FOF	FACE OF FINISH	POL	POLISH OR POLISHED	WSCT	WAINSCOT
FOS	FACE OF STUD	PR	PAIR	WT	WEIGHT
FOT	FACE OF TREAD	PREF	PREFINISH OR PREFINISHED	WUI	WILDLAND-URBAN INTERFACE
FR	FIRE-RATED OR RESISTANT OR RESISTIVE OR FRAME	PREFAB	PREFABRICATED		
		PT	POINT OR PRESSURE-TREATED OR PRESERVATIVE-TREATED	XPS	EXTRUDED POLYSTYRENE
FRMG	FRAMING				
FRT	FIRE-RETARDENT TREATED	PTD	PAINTED		
FS	FLOOR SINK	PTN	PARTITION		

GENERAL NOTES

1. PROMPTLY INFORM THE ARCHITECT IN WRITING OF ANY DISCREPANCIES OR OMISSIONS IN THE DOCUMENTS, IF NOTED BY THE CONTRACTOR. ADDITIONALLY INFORM THE ARCHITECT OF ANY VARIATIONS NEEDED IN ORDER TO CONFORM TO APPLICABLE CODES, RULES AND REGULATIONS.
2. THE LAYOUT, LEVELS, DIMENSIONS, RELATIONSHIPS AND CONFIGURATIONS SHOWN ON PLAN DRAWINGS GOVERN. DO NOT ALTER ANY ASPECT OF THE INFORMATION SHOWN ON THESE DRAWING WITHOUT PRIOR WRITTEN APPROVAL FROM THE OWNER OR ARCHITECT. REVIEW CONSTRUCTION DOCUMENTS THOROUGHLY AND RESOLVE ALL AMBIGUITIES PRIOR TO START OF CONSTRUCTION.
3. ALL DIMENSIONS SHALL BE AS INDICATED ON THE DRAWINGS OR AS CLARIFIED BY THE ARCHITECT. DO NOT SCALE DRAWINGS. DIMENSIONS ARE TO FACE OF STUD OR CONCRETE; CENTERLINE OF COLUMN; OR CENTERLINE OF WINDOW, DOOR OR OTHER OPENING, UNLESS OTHERWISE NOTED. WHERE NOTED, CLEAR FINISH DIMENSIONS CRITICAL FOR EQUIPMENT, CASEWORK OR OTHER REQUIREMENTS SHALL BE WITHIN 1/8" TOLERANCE ALONG FULL HEIGHT AND WIDTH OF WALLS. VERIFY DIMENSIONS IN THE FIELD BEFORE PREPARING SHOP DRAWINGS, FABRICATIONS OR CONSTRUCTION.
4. THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR ANY CHANGES OR VARIATIONS FROM THE PLANS OR SPECIFICATIONS UNLESS APPROVED IN ADVANCE IN WRITING AND PRIOR TO CONSTRUCTION OF ANY CHANGE OR VARIATION.
5. THE CONTRACTOR SHALL MAINTAIN GENERAL LIABILITY AND WORKERS' COMPENSATION INSURANCE AND IS RESPONSIBLE FOR JOB SITE SAFETY. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO DESIGN AND PROVIDE ADEQUATE SHORING AND BRACING, ETC REQUIRED FOR THE PROTECTION OF LIFE AND PROPERTY DURING CONSTRUCTION OF THE PROJECT. ALL WORK AND CONSTRUCTION SHALL COMPLY WITH ALL LOCAL REGULATIONS AND SAFETY REQUIREMENTS.
6. PROVIDE WORKMANSHIP IN ALL TRADES OF THE HIGHEST QUALITY, BY PERSONS ESPECIALLY SKILLED AT ASSIGNED TASKS, TO RESULT IN A NEAT AND CLEAN INSTALLATION. INSTALL WORK TRUE, PLUMB, LEVEL, SQUARE, AND IN PROPER ALIGNMENT. CORRECT EXISTING FRAMING TO REMAIN, IF REQUIRED.
7. COMPLY WITH CITY/COUNTY CONDITIONS OF APPROVAL, IF ANY, FOR THIS PROJECT AS RELATED TO SPECIFIC CONSTRUCTION REQUIREMENTS AND AN APPROVED CONSTRUCTION MANAGEMENT PLAN.
8. SUBMIT FOR ARCHITECT'S REVIEW AND APPROVAL ALL DESIGN-BUILD SCOPE AND SYSTEMS LISTED UNDER DEFERRED SUBMITTALS ELSEWHERE ON THIS SHEET.
9. SUBMIT FOR ARCHITECT'S REVIEW AND APPROVAL ALL SHOP DRAWINGS, SAMPLES, MOCK-UPS, COLOR BOARDS, ETC BY THE PROCEDURES DEFINED IN AND REQUIRED BY THE PROJECT SPECIFICATIONS.
10. TYPICAL DETAILS AND NOTES APPLY TO OTHER SIMILAR CONDITIONS WHEN NOT FULLY SHOWN OR SPECIFICALLY NOTED OR REFERENCED OTHERWISE.
11. INSTALL ALL FIXTURES, EQUIPMENT AND MATERIALS PER MANUFACTURERS' INSTRUCTIONS AND RECOMMENDATIONS.
12. VERIFY REQUIRED CLEARANCES FOR FLUES, VENTS, CHASES, SOFFITS, FIXTURES AND EQUIPMENT PRIOR TO ORDERING COMPONENTS OR COMMENCING WORK.
13. PROVIDE PRESERVATIVE-TREATED WOOD AT AREAS WHERE WOOD IS IN CONTACT WITH CONCRETE, MASONRY OR GROUND, AND FASTEN WITH ANCHOR BOLTS, HANGERS, NAILS, SCREWS OR OTHER FASTENERS THAT ARE APPROVED FOR CONTACT WITH PRESERVATIVE-TREATED WOOD. CRC R317.1 & R317.2
14. MAINTAIN MIN 6'-8" CLEAR HEADROOM AT ALL STAIRWAYS, MEASURED VERTICALLY FROM A SLOPED LINE CONNECTING THE EDGE OF TREAD NOSINGS OR FROM THE FLOOR SURFACE OF THE LANDINGS. CRC R311.7.2
15. INSTALL STAIR RISERS WITH HEIGHTS NOT EXCEEDING 7 3/4", AND EQUAL WITHIN 3/8" IN ANY FLIGHT. INSTALL STAIR TREADS WITH DEPTHS 10" MIN MEASURED HORIZONTALLY BETWEEN NOSINGS, AND EQUAL WITHIN 3/8" IN ANY FLIGHT. CRC R311.7.5
16. PROVIDE HANDRAILS ON AT LEAST ONE SIDE OF EACH CONTINUOUS RUN OF TREADS OR FLIGHT WITH FOUR OR MORE RISERS, MOUNTED 34" TO 38" ABOVE NOSINGS. HANDRAILS SHALL BE 1 1/4" TO 2" IN DIAMETER; SMOOTH, WITH NO SHARP CORNERS; AND CONTINUOUS FOR THE FULL LENGTH OF THE FLIGHT, FROM A POINT DIRECTLY ABOVE THE TOP RISER OF THE FLIGHT TO A POINT DIRECTLY ABOVE THE LOWEST RISER OF THE FLIGHT. HANDRAILS MAY TERMINATE IN A NEWEL OVER THE LOWEST TREAD. HANDRAIL ENDS SHALL BE RETURNED TO A WALL OR SHALL TERMINATE IN NEWELL POSTS OR SAFETY TERMINALS. HANDRAILS ADJACENT TO A WALL SHALL HAVE A SPACE OF NOT LESS THAN 1 1/2" BETWEEN THE WALL AND THE HANDRAIL. CRC R311.7.8
17. PROVIDE GUARDS ALONG OPEN-SIDED WALKING SURFACES, INCLUDING STAIRS, RAMPS AND LANDINGS, THAT ARE LOCATED MORE THAN 30" ABOVE THE FLOOR OR GRADE BELOW AT ANY POINT WITHIN 36" HORIZONTALLY TO THE EDGE OF THE OPEN SIDE. GUARDS SHALL BE 42" MIN HIGH, OR 34" TO 38" HIGH WHEN ALSO SERVING AS A STAIR HANDRAIL. SPACE GUARD ELEMENTS TO PREVENT THE PASSAGE OF A 4" DIAMETER SPHERE. THE TRIANGULAR OPENING FORMED BY THE RISER, TREAD AND BOTTOM RAIL OF THE GUARD SHALL PREVENT THE PASSAGE OF A 6" DIAMETER SPHERE. CRC R312.1
18. PROVIDE 5/8" TYPE X GYPSUM BOARD AT THE ENCLOSED SIDE OF WALLS, UNDER-STAIR SURFACE AND SOFFITS OF ANY ENCLOSED ACCESSIBLE SPACE UNDER STAIRS. CRC R302.7
19. PROVIDE A LANDING OR FLOOR ON EACH SIDE OF EACH EXTERIOR DOOR, THE WIDTH OF WHICH SHALL NOT BE LESS THAN THAT OF THE DOOR SERVED, AND 36" MIN IN THE DIRECTION TRAVELED. THE SLOPE AT EXTERIOR LANDINGS SHALL NOT EXCEED 1/4" VERTICAL IN 12" HORIZONTAL. EXTERIOR LANDINGS OR FLOORS AT THE REQUIRED EGRESS DOOR SHALL NOT BE MORE THAN 1 1/2" LOWER THAN THE TOP OF THE THRESHOLD AT OUTSWING DOORS, OR 7 3/4" AT INSWING DOORS. CRC R311.3
20. PROVIDE SAFETY GLAZING FOR ALL WINDOWS AND DOORS IN HAZARDOUS LOCATIONS PER CRC R308.4
21. PROVIDE AT LEAST ONE OPERABLE EMERGENCY ESCAPE AND RESCUE OPENING WITH SILL AT 44" MAX AFF, 20" MIN CLEAR WIDTH, 24" MIN CLEAR HEIGHT, AND MIN NET CLEAR OPENING OF 5.7 SF (5.0 SF FOR OPENINGS AT GRADE) AT BASEMENTS, HABITABLE ATTICS AND EVERY SLEEPING ROOM. CRC R310.1 & 310.2
22. COMPLY WITH THE REQUIREMENTS OF CRC R806.5 AT ANY UNVENTED ATTIC AND RAFTER ASSEMBLIES.
23. INSTALL AND PROTECT FROM IGNITION ANY SPRAY-APPLIED POLYURETHANE FOAM (SPF) INSULATION PER THE REQUIREMENTS OF THE MANUFACTURER'S ICC-ESR REPORT FOR THE PRODUCT, AND PER CRC R316. PROVIDE AIR-IMPERMEABLE SPF INSULATION WHERE REQUIRED BY CRC R806.5.
24. PROVIDE DIRECT-VENT SEALED-COMBUSTION TYPE GAS FIREPLACES, IF ANY, PER CALGREEN 4.503. PROVIDE LISTED AND LABELED FACTORY-BUILT FIREPLACES, IF ANY, TESTED IN ACCORDANCE WITH UL 127. INSTALL PER LISTING AND MANUFACTURER'S INSTRUCTIONS. CRC R1004.1.
25. PROVIDE HARD-WIRED SMOKE AND CARBON MONOXIDE ALARMS, EQUIPPED WITH A BATTERY BACKUP. INSTALL AND INTERCONNECT PER CRC R314 & R315.
26. INSTALL AUTOMATIC FIRE SPRINKLER SYSTEMS PER CRC R313 WHERE REQUIRED. PROVIDE FLAT PLATE CONCEALED SPRINKLER HEADS UNLESS OTHERWISE NOTED.
27. INSTALL SEISMIC STRAPPING AT ALL STORAGE TANK TYPE WATER HEATERS, AT POINTS WITHIN THE UPPER ONE-THIRD AND LOWER ONE-THIRD OF ITS VERTICAL DIMENSIONS. LOCATE THE BOTTOM STRAP AT LEAST 4" AWAY FROM THE WATER HEATER CONTROLS. CPC 507.2
28. PROTECT HOSE BIBBS WITH A NONREMOVABLE BACKFLOW PREVENTER OR VACUUM BREAKER. CPC 603.5.7
29. PROVIDE SHOWER AND TUB CONTROL VALVES THAT PROVIDE SCALD AND THERMAL SHOCK PROTECTION, AND DELIVER A MAX MIXED WATER SETTING OF 120° F. LOCATE SO THE BATHER CAN ADJUST THE VALVES PRIOR TO STEPPING INTO THE SPRAY. CPC 408.3 & 408.9

PROJECT SUMMARY

PROJECT DESCRIPTION:
RENOVATION OF EXISTING TWO STORY, SINGLE FAMILY RESIDENCE. REMOVAL AND REPLACEMENT OF EXISTING ONE STORY GUEST HOUSE. NEW GARAGE, DRIVEWAY, PARKING AREA, TERRACES AND SWIMMING POOL (UNDER SEPARATE PERMIT).
LOT MERGER OF APN 418-111-012, PARCELS A & B.

PROJECT ADDRESS
37600 HIGHWAY ONE
BIG SUR, CA 93920

ACCESSOR'S PARCEL NUMBER
418-111-012 (PARCELS A & B)

ZONING DISTRICT
WSC / 40-D (CZ)

MINIMUM SETBACKS
30'-0" FRONT YARD
20'-0" REAR YARD
20'-0" SIDE YARD

LOT AREA (COMBINED)
180,656 SF (4.15 ACRES)

ALLOWABLE FLOOR AREA (FAR)
11.5% LOT SIZE = 0.115 x 180,656 SF = 31,615 SF

GENERAL PLAN LAND USE DESIGNATION
BIG SUR COAST - RURAL RESIDENTIAL

OCCUPANCY GROUP
R-3

CONSTRUCTION TYPE
VB

FIRE HAZARD ZONE (SRA)
VERY HIGH

MAXIMUM ALLOWABLE HEIGHT
24'-0"

PROPOSED HEIGHT
22'-4 3/4"

PROPOSED GRADING CUT / FILL
SEE CIVIL DRAWINGS

IMPERVIOUS SURFACE

EXISTING IMPERVIOUS SURFACE
9,860 SF ALL BUILDING FOOTPRINTS
16,463 SF ALL PAVING
26,323 SF TOTAL

PROPOSED IMPERVIOUS SURFACE
9,241 SF ALL BUILDING FOOTPRINTS
15,252 SF ALL PAVING
24,493 SF TOTAL

COVERAGE

EXISTING COVERAGE
11,550 SF TOTAL

PROPOSED COVERAGE
9,425 SF TOTAL

PER TITLE 20, SECTION 20.06.250

PROJECT AREAS

EXISTING MAIN HOUSE
LOWER LEVEL : 5,481 SF
MAIN LEVEL: 6,320 SF
LOFT: 375 SF
TOTAL: 12,176 SF

EXISTING ATTACHED GARAGE
TOTAL: 644 SF

EXISTING GUEST HOUSE
TOTAL: 391 SF

EXISTING TOTAL: 13,211 SF

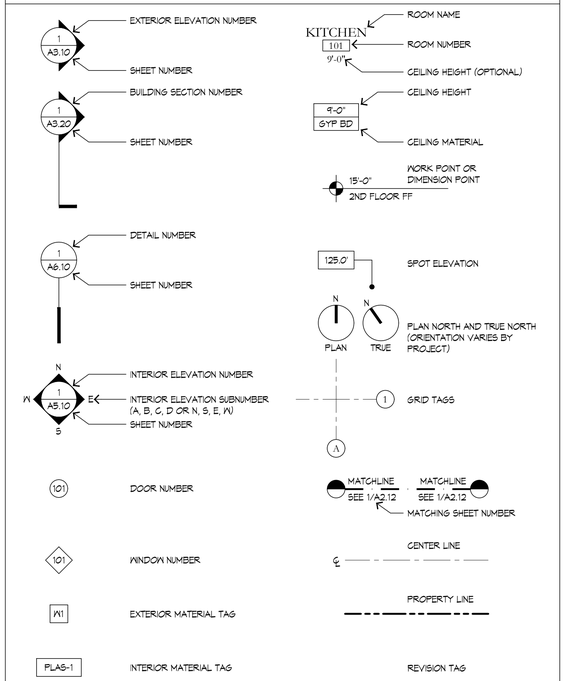
PROPOSED MAIN HOUSE
LOWER LEVEL : 5,360 SF
MAIN LEVEL: 7,070 SF
LOFT: 206 SF
TOTAL: 12,636 SF

PROPOSED DETACHED GARAGE:
TOTAL: 941 SF

PROPOSED GUEST HOUSE:
TOTAL: 424 SF

PROPOSED TOTAL: 14,001 SF

ARCHITECTURAL SYMBOLS



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A0.02 VICINITY MAP, PARCEL MAP AND OVERALL SITE PLAN
A0.03 PROPOSED STORY POLE PLAN
A0.04 MATERIALS BOARD
A0.05 EXISTING & PROPOSED MODEL VIEWS
A0.06 EXISTING & PROPOSED TURNOUT VIEWS
A0.07 EXISTING & PROPOSED STREET VIEWS

SURVEY
S1 TOPOGRAPHIC SURVEY
S2 TOPOGRAPHIC SURVEY

CIVIL
C1.0 GRADING PLAN
C2.0 DRAINAGE & WASTEWATER PLAN
C5.0 EROSION CONTROL PLAN
C5.1 EROSION CONTROL DETAILS
C6.0 SLOPE STUDY

LANDSCAPE
L1.0 CONCEPT MATERIALS PLAN
L2.0 CONCEPT IRRIGATION PLAN
L2.1 CONCEPT IRRIGATION NOTES AND LEGEND
L2.2 CONCEPT IRRIGATION DETAILS
L2.3 CONCEPT IRRIGATION DETAILS
L2.4 CONCEPT IRRIGATION DETAILS
L2.5 CONCEPT IRRIGATION WATER CALCULATION
L3.0 CONCEPT PLANTING PLAN AND SCHEDULE
L4.0 FUEL MANAGEMENT PLAN
L4.1 FUEL MANAGEMENT NOTES

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A1.01 PROPOSED SITE PLAN
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PROJECT INFORMATION

A0.01

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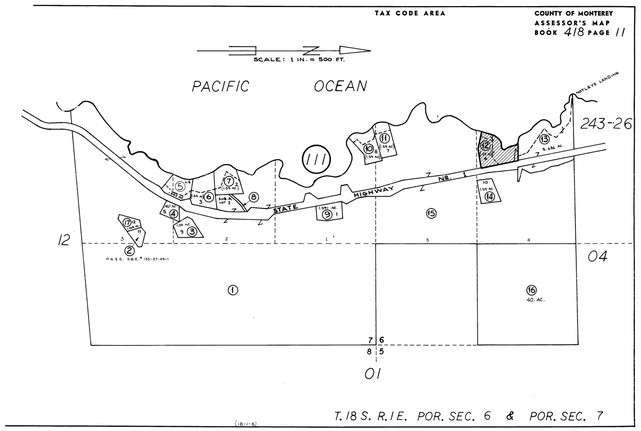
3 OVERALL EXISTING SITE PLAN

SCALE: 1'-0"=40'-0"

N TRUE

0 10' 20' 40' 80'



2 ASSESSOR'S PARCEL MAP

PROPERTY RECENTLY MERGED VIA LOT LINE ADJUSTMENT

N TRUE

1 VICINITY MAP

N TRUE

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REN. 08-31-23

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37600 HIGHWAY ONE

BIG SUR, CA 93920

APN: 418-111-012

DRAWN BY:	GL
DATE:	ISSUE:
04.28.23	PLANNING
12.04.23	PLANNING
01.26.24	PLANNING

VICINITY MAP, PARCEL MAP AND OVERALL SITE PLAN

A0.02

01.26.24

P:\Highway One 37600\00-Drawings\A0.02 HO VICINITY MAP, PARCEL MAP AND LOT PLAN.dwg Feb 23, 2024-10:01

OUTLINE OF (E) HOUSE

RED DASHED LINE INDICATES FLAG LINE

SP-01 114.00'
SP-02 114.00'
SP-03 114.00'
SP-04 114.00'
SP-05 165.13'
SP-06 165.13'
SP-07 163.26'
SP-08 163.26'
SP-09 162.31'
SP-10 162.31'
SP-11 163.02'
SP-12 165.02'

99'-4 1/2"
25'-11"
10'-6"
9'-10 1/2"
9'-8"
2'-10"
2'-0 1/2"
36'-4"
34'-9"
6'-2"
19'-7"

1 PROPOSED STORY POLE PLAN

SCALE: 1/16"=1'-0"

TRUE N PROJECT N 0 4' 8' 16' 32'

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San Francisco, CA 94109
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LICENSED ARCHITECT
KENNETH A. LINSTEADT
STATE OF CALIFORNIA
NO. C-23100
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PROPOSED STORY POLE PLAN

A0.03

01.26.24

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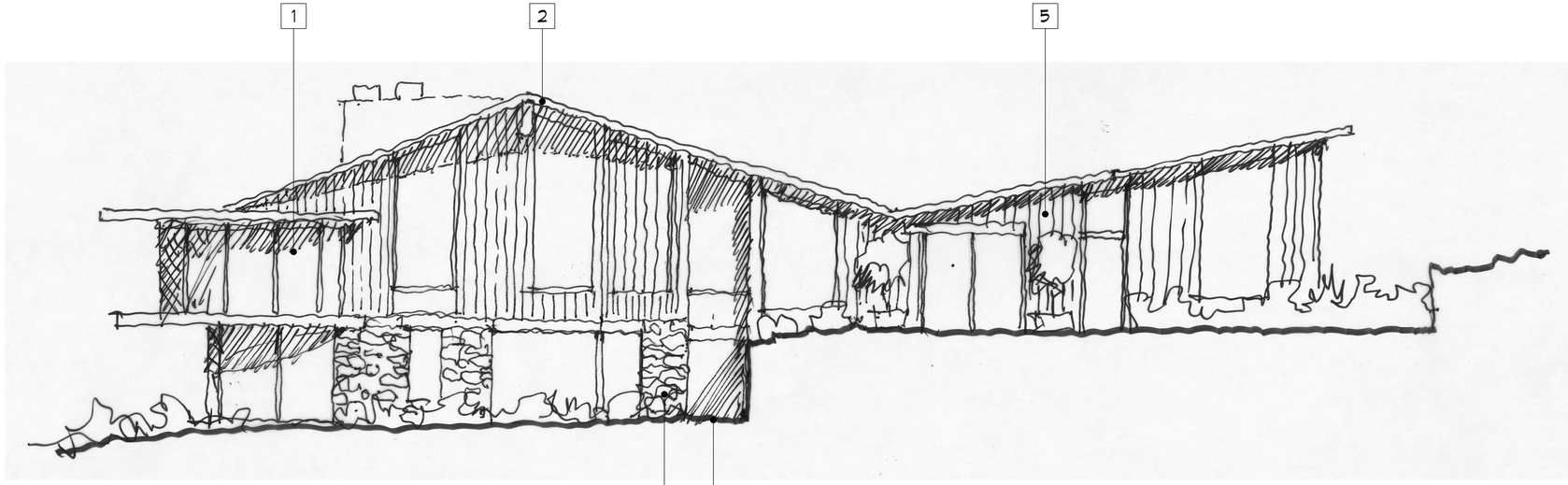
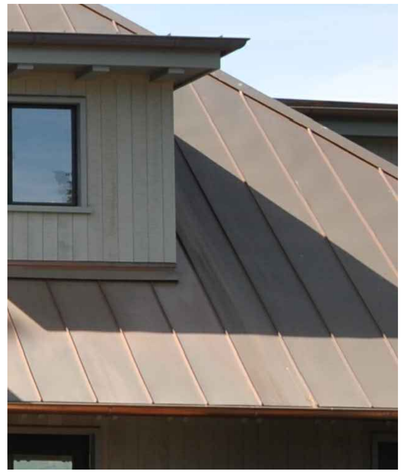
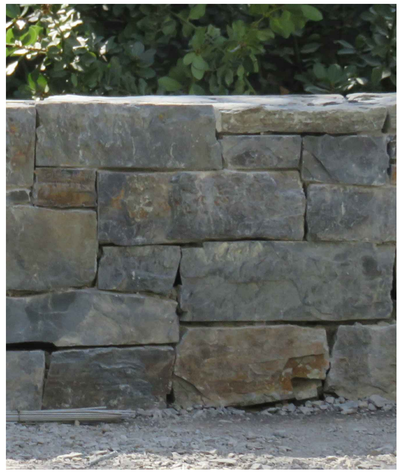


SOUTH ELEVATION

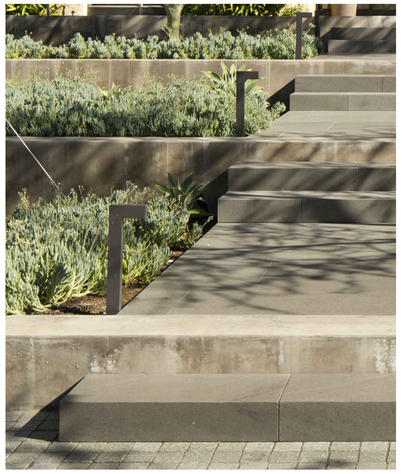
1 DARK PATINA STEEL FRAME DOORS & WINDOWS



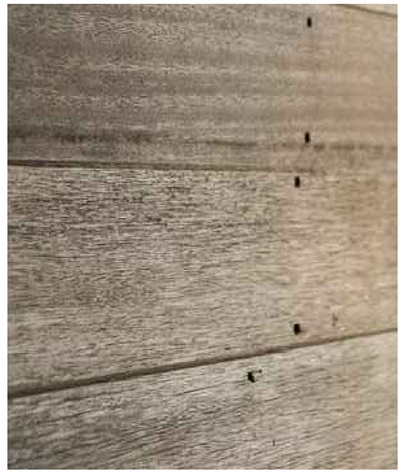
2 STANDING SEAM COPPER ROOFING



3 BUILDING & SITE WALLS



4 STONE PAVING



5 WEATHERED WOOD SIDING

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37600 HIGHWAY ONE

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MATERIALS BOARD

A0.04

01.26.24

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6 EXISTING WEST ELEVATION MODEL VIEW

3 EXISTING NORTH ELEVATION MODEL VIEW

5 PREVIOUSLY PROPOSED WEST ELEVATION MODEL VIEW

2 PREVIOUSLY PROPOSED NORTH ELEVATION MODEL VIEW

4 PROPOSED WEST ELEVATION MODEL VIEW

1 PROPOSED NORTH ELEVATION MODEL VIEW

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EXISTING & PROPOSED MODEL VIEWS

A0.05

01.26.24

P:\Highway One 37600\00-Drawings\A0.05 HO EXISTING & PROPOSED MODEL VIEWS.dwg Mar 08, 2024-13:20

8 EXISTING TURNOUT VIEW
LOCATION 4

7 EXISTING TURNOUT VIEW
LOCATION 3

6 EXISTING TURNOUT VIEW
LOCATION 2

5 EXISTING TURNOUT VIEW
LOCATION 1

4 PROPOSED TURNOUT VIEW
LOCATION 4

3 PROPOSED TURNOUT VIEW
LOCATION 3

2 PROPOSED TURNOUT VIEW
LOCATION 2

1 PROPOSED TURNOUT VIEW
LOCATION 1

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APN: 418-111-012

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EXISTING & PROPOSED TURNOUT VIEWS

A0.06

01.26.24

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ROBERTS RESIDENCE

6 EXISTING STREET VIEW
LOCATION 3

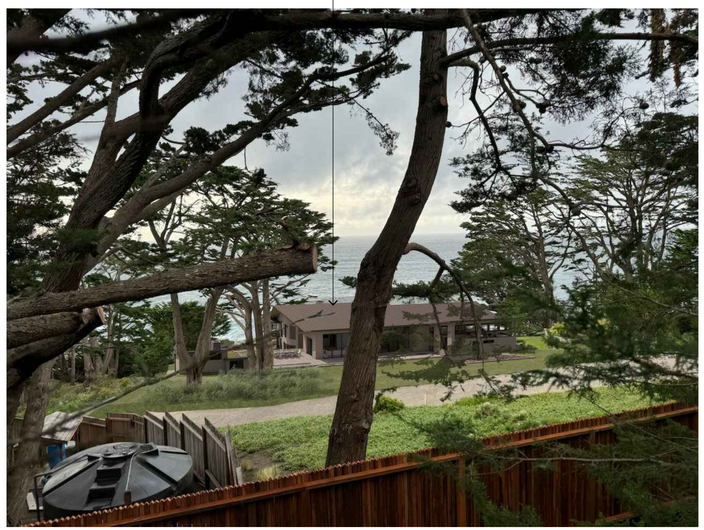
ROBERTS RESIDENCE

5 EXISTING STREET VIEW
LOCATION 2

ROBERTS RESIDENCE

4 EXISTING STREET VIEW
LOCATION 1

ROBERTS RESIDENCE

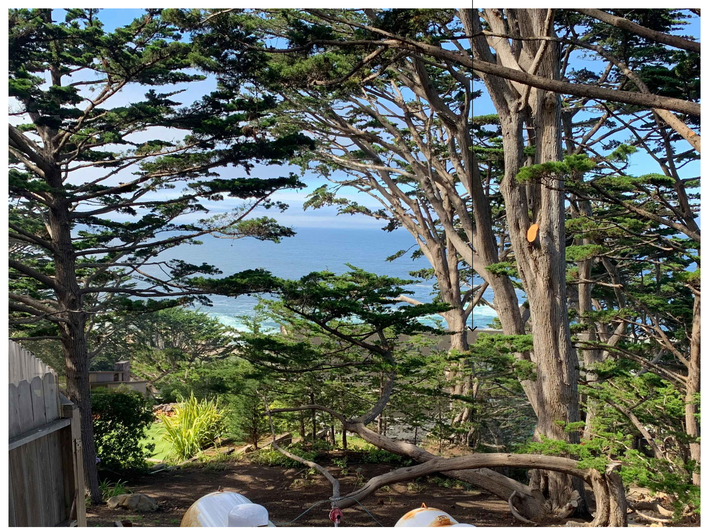


3 PROPOSED STREET VIEW
LOCATION 3

ROBERTS RESIDENCE

2 PROPOSED STREET VIEW
LOCATION 2

ROBERTS RESIDENCE



1 PROPOSED STREET VIEW
LOCATION 1

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EXISTING & PROPOSED STREET VIEWS

A0.07

01.26.24

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Map Legend:

Basis of Bearings: As shown or hereon.

Vertical Datum: NAVD 88

Site Benchmark: NGS Benchmark PID GU2768. Control disc set in a concrete post along the northeasterly sideline of California Highway 1. Elevation = 117.13'

Contour Interval: Contours as shown hereon are interpolated using computer digital terrain modeling software and spot elevations. Ground may be more irregular than contours indicate.

Note: The abbreviation and symbol lists below are comprehensive and not all abbreviations or symbols will appear on the map.

Boundary Legend
A.G.S. - above ground surface
A.S.O. - as shown on
AP - angle point
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BFP - backflow preventer
B.G.S. - below ground surface
BOC - back of curb
COR - corner
CP - control point
CTL - CONTROL
DOC. - document
ENG/ENGR - engineer
FD/FND - found
F.T.C. - from true corner
I.P. - iron pipe
L-T/L&T - lead & tag
LS - land surveyor
M-T - MAG NAIL & tag
MAG - MAG NAIL
MKD - marked
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N-T - nail & tag
N.R.F. - no reference found
O.R. - Official Records, Monterey County
O.U. - origin unknown
PER - map or corner record when monument was set
POL - point on line
RCE - registered civil engineer
ROW - right of way
S.F.N.F. - searched for, not found
SPK - spike
STA - station(control point)
TBM - temporary benchmark

Topography Legend
AC - asphalt concrete
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AL - area light
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CLM - column
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CATV - cable tv
COMM - communications
CO or C/O - clean out
DDCV - double detector check valve
ELEC - electric
EM - electric meter
EO - electric outlet
GM - gas meter
GV - gas valve
HB - hose bib
ICV - irrigation control valve
IRR - irrigation
JP - joint utility pole
LT - light
LT-STD - light standard/pole
PB - utility pull box
PB-? - unmarked pull box
PF-PIN FLAG
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VLT-TELCOM - telecommunications vault
VLT-? - unmarked vault
VLT-VRZ - Verizon vault
WD-wood
WL - water line
WM - water meter
WV - water valve

Typical tree notation. Indicates an elevation of 301.26' at the trunk of a cypress tree with a 36" trunk diameter (inner circle) and a 40' diameter canopy (outer tree symbol). Multi-trunk trees denoted with an overall trunk diameter with clarifying notes following / symbol.

301.26'
36" Cyp. (40' canopy) 2x2" trunks

DRAWING REVISIONS:
October 2015 - Original Survey
May 2017 - Add path to the west
July 2020 - expand/update topo
September 2022 - update topo
January 2023 - add aerial topo
February 2024 - North Boundary of Parcel B adjusted

Finished surface elevation shot

Natural grade elevation shot

Plotted On: 2/21/2024 3:05 PM

Surveyor's Notes:

This map portrays the site at the time of the survey and does not show soils or geology information, underground conditions, easements, zoning or regulatory information or any other items not specifically requested by the property owner. There may be easements or other rights recorded or unrecorded, affecting the subject property which are not shown hereon.

Underground utilities, if any, were not located. Information regarding underground utility locations should be obtained from the appropriate utility companies or public agencies.

Elevations are based on vertical datum as noted. Ground may be more irregular than contours indicate.

Distances are expressed in feet and decimals thereof.

The cross symbol (x) marks the horizontal position of the spot elevation shown. Tree symbols are drawn to scale only approximately.

Sufficient boundary ties were made to graphically show existing features however a complete boundary survey was not performed.

The Parcel II lot area was calculated by locating the mean high tide line which is the westerly boundary line of the parcel. The guidance provided by the California State Lands Commission for locating Ambulatory Water Boundaries was followed. The mean high tide as published by the N.O.A.A. website for Monterey Tidal Station 9413450 is 4.78' NAVD88 datum (Epoch 1983-2011). That contour is shown as the westerly boundary line of Parcel II.

TOTAL CALCULATED AREA FOR APN: 418-111-012 (PARCELS A & B) 4.15 ACRES (SEE SURVEYOR'S NOTE REGARDING AREA)

Record Map References:

R1: Grant Deed recorded as Document No. 2017013172 of Official Records of Monterey County, State of California.

R2: Unrecorded survey by Delwyn C. Rasmussen dated June 26, 1978.

- Indicates monument found as noted.
- Subject Parcel Boundary
- Parcel Boundary
- Right of Way
- Right of Way Center Line

catch basin-drain, control point, electric meter or pull box, fire hydrant, gas meter or pull box, gas valve, guy anchor, irrigation pull box, irrigation control valve, light standard, manhole, point on line, sewer clean out, sign(pole), storm drain manhole, sewer manhole, telephone manhole, telephone pull box, traffic signal box, cable television pull box, unmarked pull box, utility pole, water meter, water valve, well

CCAM
CENTRAL COAST AERIAL MAPPING
710 Piero Ln. #24
San Luis Obispo, CA 93401
Tel: (805) 543-4307
mail@ccaminc.com

We comply with map accuracy standards from ASPRS and American Congress on surveying and mapping printed by U.S. Department of the Interior, except where ground is not visible, like areas of heavy trees, clear areas in-between trees with no stereo images, heavy brush, heavy shadow, or blind areas in the back of some structures

Photography Date: Job #

1" = 20'
0' 20' 40' 60'

CCAM LEGEND

Horizontal / Vertical Control, Flag Pole, Light Pole, Post, Power Pole Anchor, Power Pole, Traffic Signal, Street Lights, Large Sign, Small Sign, Callbox, Catch Basin, Left Turn Arrow, Right Turn Arrow, Misc. Valve Cover, Water Valve, Water Meter, Handicap Parking, Fire Hydrant, Manhole, Utility Box, Trasmission Tower, Rail Road Signal, Palm, Tree, Tree Line, Brush Line, Dirt Road, Edge of Asphalt, Concrete, Waterline, Trail, Curb, Gutter

LICENSED LAND SURVEYOR
ROGER PETERSON
No. 5958
STATE OF CALIFORNIA

Topographic Survey

37600 Highway 1, APN: 418-111-012
Located in Monterey County, State of California

Prepared For: Bryan Roberts
Requested By: Joni Janecki & Associates

Original Survey October 2015 / Updated February 2024

Rasmussen Land Surveying, Inc.
2150 Garden Road, Suite A-3, Monterey, California 93942
P: 831.375.7240 F: 831.375.2545

RLS W.O. # 2020-064

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VLT-PGE - PG&E vault
VLT-TELCOM - telecommunications vault
VLT-? - unmarked vault
VLT-VRZ - Verizon vault
WD-wood
WL - water line
WM - water meter
WV - water valve

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CENTRAL COAST AERIAL MAPPING

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Photography Date: Job #

CCAM LEGEND

- Horizontal / Vertical Control
- Flag Pole
- Light Pole
- Post
- Power Pole Anchor
- Power Pole
- Traffic Signal
- Street Lights
- Large Sign
- Small Sign
- Callbox
- Catch Basin
- Left Turn Arrow
- Right Turn Arrow
- Misc Valve Cover
- Water Valve
- Water Meter
- Handicap Parking
- Fire Hydrant
- Manhole
- Utility Box
- Trasmission Tower
- Rail Road Signal
- Palm
- Tree
- Tree Line
- Brush Line
- Dirt Road
- Edge of Asphalt
- Concrete
- Waterline
- Trail
- Curb
- Gutter

Typical tree notation. Indicates an elevation of 301.26' at the trunk of a cypress tree with a 36" trunk diameter (inner circle) and a 40' diameter canopy (outer tree symbol). Multi-trunk trees denoted with an overall trunk diameter with clarifying notes following / symbol.

Finished surface elevation shot

Natural grade elevation shot

Indicates monument found as noted.

Subject Parcel Boundary

Parcel Boundary

Right of Way

Right of Way Center Line

PACIFIC OCEAN

LOCATION OF WESTERLY LINE MEAN HIGH TIDE (4.78')

N89° 53' 40"W 209.63'

N53° 59' 30"E 57.49'

HIGHWAY 1 RIGHT OF WAY EASEMENT (329 O.R. 370)

N83° 32' 30"W 67.63'

BRUSH

APN: 418-111-012
PARCEL B (746/352 O.R.)
APPROXIMATE AREA: 111,395.5 / 2.56 ACRES
(SEE SURVEYOR'S NOTE REGARDING AREA)

ROCKS

TOTAL CALCULATED AREA FOR
APN: 418-111-012 (PARCELS A & B)
4.15 ACRES
(SEE SURVEYOR'S NOTE REGARDING AREA)

N46° 16' 00"E 102.55'

PARCEL LINES PROPOSED TO BE ELIMINATED VIA PENDING LOT MERGER

N90° 00' 00"E 230.00'

WOOD RET. WALL

STONE PATIO + DG

DECK

EXISTING BUILDING

APN: 418-111-012
PARCEL A (746/352 O.R.)
AREA: 69,260.5 S.F. / 1.590 ACRES

CONCRETE

COTTAGE
septic

CONCRETE DRIVEWAY

CONC. PAD & generator

stone wall & column

wood fence

FLAG POLE

EDGE OF PAVEMENT HWY 1

CALIFORNIA STATE HIGHWAY 1

DENSE TREES

stone wall

path

bench

slate patio

beach stairs

PARCEL LINE PROPOSED TO BE ELIMINATED VIA PENDING LOT MERGER

N79° 46' 00"W 169.04'

N60° 12' 00"W 170.45'

Basis of Bearings
S81°53' 00"W 248.12'
(249.00 R2)

APN: 418-111-015
BLAISE G. STOLENBERT TRUST
DOCUMENT No. 2013075500

FD. 3/4" IP W/ TAG MKD. "LS 2689"

PARCEL V "EASEMENT FOR ROAD PURPOSES" DESCRIBED IN REEL 1752, O.R., PAGE 334

DRAWING REVISIONS:
October 2015 - Original Survey
May 2017 - Add path to the west
July 2020 - expand/update topo
September 2022 - update topo
January 2023 - add aerial topo
February 2024 - North Boundary of Parcel B adjusted

Plotted On: 2/21/2024 3:05 PM

0' 20' 40' 60'

Surveyor's Notes:

This map portrays the site at the time of the survey and does not show soils or geology information, underground conditions, easements, zoning or regulatory information or any other items not specifically requested by the property owner. There may be easements or other rights, recorded or unrecorded, affecting the subject property which are not shown hereon.

Underground utilities, if any, were not located. Information regarding underground utility locations should be obtained from the appropriate utility companies or public agencies.

Elevations are based on vertical datum as noted. Ground may be more irregular than contours indicate.

Distances are expressed in feet and decimals thereof.

The cross symbol (x) marks the horizontal position of the spot elevation shown. Tree symbols are drawn to scale only approximately.

Sufficient boundary ties were made to graphically show existing features however a complete boundary survey was not performed.

The Parcel II lot area was calculated by locating the mean high tide line which is the westerly boundary line of the parcel. The guidance provided by the California State Lands Commission for locating Ambulatory Water Boundaries was followed. The mean high tide as published by the N.O.A.A. website for Monterey Tidal Station 9413450 is 4.78' NAVD88 datum (Epoch 1983-2011). That contour is shown as the westerly boundary line of Parcel II.

- catch basin-drain
- control point
- electric meter or pull box
- fire hydrant
- gas meter or pull box
- gas valve
- guy anchor
- irrigation pull box
- irrigation control valve
- light standard
- manhole
- point on line
- sewer clean out
- sign(pole)
- storm drain manhole
- sewer manhole
- telephone manhole
- telephone pull box
- traffic signal box
- cable television pull box
- unmarked pull box
- utility pole
- water meter
- water valve
- well

LICENSED LAND SURVEYOR
ROGER PETERSON
No. 5958
STATE OF CALIFORNIA

Topographic Survey

37600 Highway 1, APN: 418-111-012
Located in Monterey County, State of California

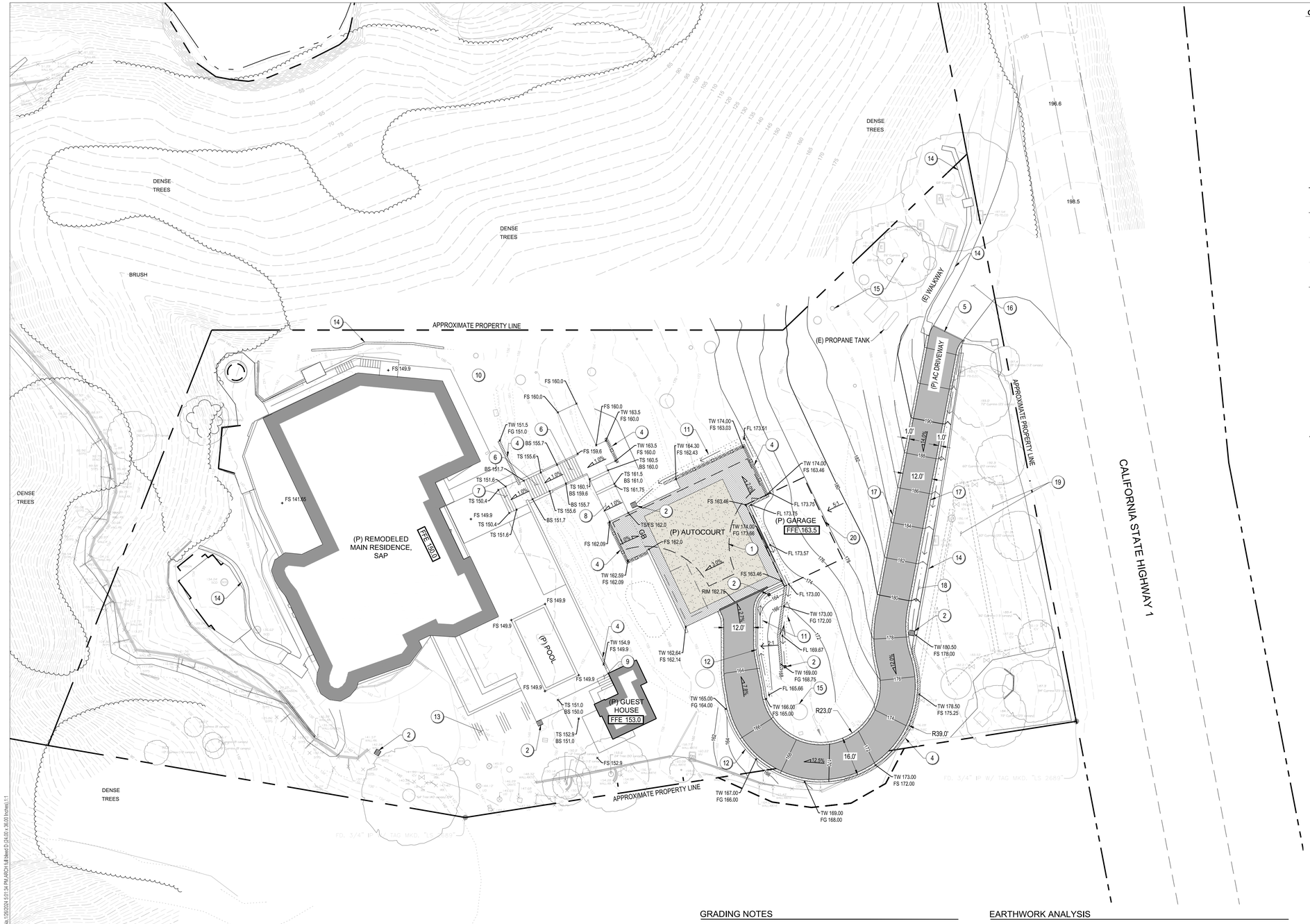
Prepared For: Bryan Roberts
Requested By: Joni Janecki & Associates

Original Survey October 2015 / Updated February 2024

Rasmussen Land Surveying, Inc.
2150 Garden Road, Suite A-3, Monterey, California 93942
P: 831.375.7240 F: 831.375.2545

RLS W.O. # 2020-064

Sheet 1 of 1



GRADING LEGEND

FG 100.00	SPOT ELEVATION
FG 100.00	SPOT ELEVATION
1.0%	HARDSCAPE SLOPE
1.0%	SOFTSCAPE SLOPE
FFE 100.0	FINISH FLOOR ELEVATION
PAD 100.0	PAD ELEVATION
100	(P) MAJOR CONTOUR
102	(P) MINOR CONTOUR
100	(E) MAJOR CONTOUR
102	(E) MINOR CONTOUR
	(P) GUARD RAIL
	(P) AC PAVEMENT
	(P) AB SHOULDER
	(P) CONCRETE
	(P) RETAINING WALL

KEYNOTES

1. (P) FIRE ACCESS TURNAROUND
2. DI SHOWN FOR REFERENCE, TYP, SEE DRAINAGE PLAN
3. (E) WALL TO REMAIN
4. (P) RETAINING WALL
5. (E) GATE TO REMAIN. LOCATE KNOX BOX AND KEY PER THE FIRE DEPARTMENT REQUIREMENTS
6. (P) 8 STAIRS
7. (P) 3 STAIRS
8. (P) 2 STAIRS, TYP, 4 TOTAL
9. (P) 10 STAIRS
10. (E) RESIDENCE AND SURROUNDING HARDSCAPE
11. (P) DRAINAGE SWALE, TYP
12. (P) SITE WALL
13. (P) STAIRS, TYP, SLP
14. (E) WALL TO REMAIN
15. (E) TREE, TYP
16. (E) AC DRIVEWAY TO REMAIN
17. (P) 1 FT SHOULDER
18. (P) ROCK REINFORCED SWALE
19. REFER TO SHEET C2.0 FOR ADDITIONAL INFORMATION ON THE ONSITE WASTEWATER TREATMENT SYSTEM AND PROPOSED MODIFICATIONS
20. (P) GARAGE OUTLINE WITH GREEN ROOF

GRADING NOTES

1. ALL GRADING SHALL COMPLY WITH APPLICABLE PERMITS, LOCAL ORDINANCES AND RECOMMENDATIONS OF THE GEOTECHNICAL REPORT REFERENCED UNDER GENERAL NOTES.
2. SEDIMENT AND EROSION CONTROL MEASURES, AS SPECIFIED IN THE ATTACHED EROSION CONTROL PLAN AND DETAILS, SHALL BE INSTALLED PRIOR TO START OF GRADING ACTIVITIES.
3. WHEN GRADING ACTIVITIES COMMENCE MORE THAN 30 DAYS AFTER GRUBBING ACTIVITIES, THE AREA SHALL BE SEEDED WITH PLANT MATERIAL TO CONTROL EROSION. ROOT DEPTH OF SUCH PLANT MATERIAL NOT TO EXCEED 4 INCHES.
4. ALL COMPACTION TESTS AND FINAL GRADING REPORT SHALL BE SUBMITTED TO THE OWNER'S REPRESENTATIVE PRIOR TO SCHEDULING INSPECTIONS.
5. CUT AND/OR FILL SLOPES SHALL NOT EXCEED SLOPE RECOMMENDED BY GEOTECHNICAL ENGINEER.
6. PROVIDE FINISHED GRADE AS SHOWN ON PLANS. MAINTAIN MIN. 3% SLOPE AWAY FROM BUILDING IN SOFTSCAPE OR 2% AWAY FROM BUILDING IN HARDSCAPE.
7. PROVIDE MIN. SOIL COMPACTION OF 90% RELATIVE COMPACTION FOR FILLS BENEATH PROPOSED FLATWORK; 95% RELATIVE COMPACTION FOR FILLS BENEATH VEHICULAR PAVEMENT; AND 85% IN SOFTSCAPE OR LANDSCAPE AREAS, UNLESS OTHERWISE NOTED.

EARTHWORK ANALYSIS

	CUT ANALYSIS (CUBIC YARDS)	FILL ANALYSIS (CUBIC YARDS)
IMPROVEMENTS	800	50
NET	750 CU. YDS (EXPORT)	

*SHERWOOD DESIGN ENGINEERS IS NOT AN ENGINEERING CONTRACTOR, NOR SHOULD OUR RENDERING OF CUT AND FILL EARTHWORK VOLUMES BE CONSIDERED EQUIVALENT TO THE NATURE AND EXTENT OF SERVICE AN ENGINEERING CONTRACTOR WOULD PROVIDE. THIS ESTIMATE IS BASED SOLELY ON OUR OWN ANALYSIS, WHICH IS AS ACCURATE AS THE INFORMATION PROVIDED TO US IN REGARDS TO EXISTING TOPOGRAPHY AND CONCEPTUAL GRADING. THIS ANALYSIS WILL NOT REFLECT THE LOCALIZED SITE CONDITIONS NOT REPRESENTED ON THE TOPOGRAPHIC SURVEY, NOR DOES IT TAKE INTO EFFECT FACTORS SUCH AS SHRINKAGE, SWELL, LOSS DURING TRANSPORT AND SUBSIDENCE, UNLESS OTHERWISE STATED ON QUANTITIES TABLE ABOVE. THIS EARTHWORK VOLUME ANALYSIS SHOULD NOT BE USED FOR BID PURPOSES. DUE TO THESE FACTORS, SHERWOOD DESIGN ENGINEERS CANNOT GUARANTEE THE ACCURACY OF OUR EARTHWORK VOLUME ESTIMATE BEYOND USE AS A PLANNING TOOL.

0 10' 20' 40' North

SHERWOOD DESIGN ENGINEERS
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REGISTERED PROFESSIONAL ENGINEER CHRISTINA GRAZ KNOX JOHNSON No. 84701 CIVIL STATE OF CALIFORNIA

NOT FOR CONSTRUCTION

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NO	DATE	REVISION
	04.28.23	PLANNING
2	12.04.23	PLANNING
3	01.26.24	PLANNING

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PROJECT NO. 22-291
DATE 12.04.23
DRAWN DNa
DESIGNED DNA/CN
CHECKED CN

PLANNING SUBMITTAL

ROBERTS RESIDENCE
37600 HIGHWAY ONE
BIG SUR, CA

GRADING PLAN

DRAWING NO.
C1.0
1 OF 5

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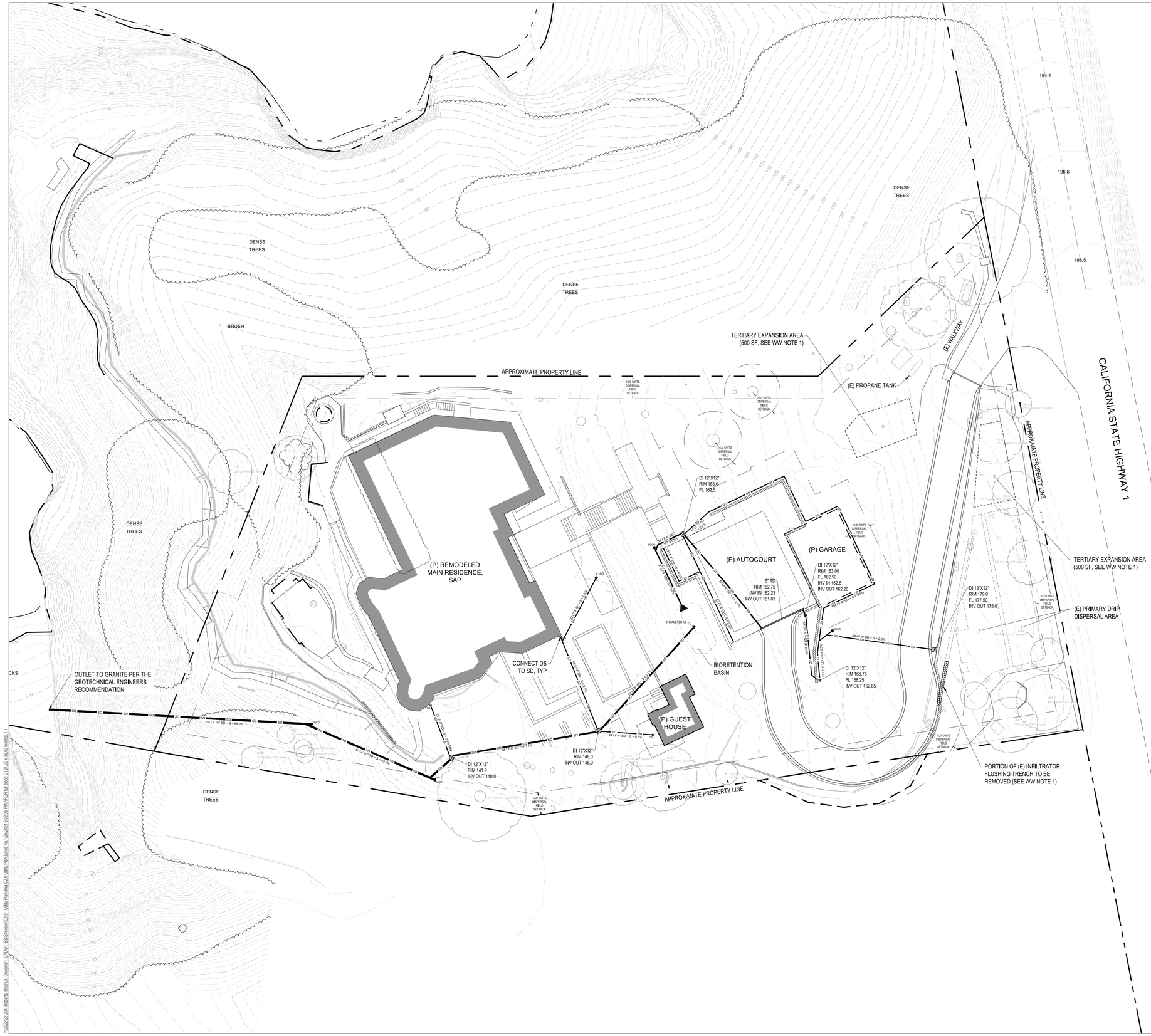

STORM DRAIN LEGEND

- (E) AREA DRAIN
- (P) AREA DRAIN
- (P) DRAIN INLET
- (P) TRENCH DRAIN
- SDCO — (P) SD CLEAN OUT
- DS — (P) DOWNSPOUT
- SD SD SD SD — (P) STORM DRAIN PIPE
- UD UD UD UD — (P) UNDER DRAIN PIPE
- (P) FLOWLINE

DRAINAGE NOTES

1. CONTRACTOR TO PROVIDE STORM DRAIN PIPES OF SIZE, LENGTH AND SLOPE INDICATED ON THE DRAWINGS. UNLABELED PIPES ARE 4-INCHES DIAMETER AT 2% MIN SLOPE, LENGTH AS SCALED, UNLESS OTHERWISE NOTED.
2. THE CONTRACTOR IS RESPONSIBLE TO OPERATE AND MAINTAIN ALL DRAINAGE STRUCTURES AND FEATURES UNTIL FINAL ACCEPTANCE BY THE OWNER. FEATURES SUCH AS LOW-IMPACT DEVELOPMENT (LID) ELEMENTS SHALL NOT BE USED FOR IMPOUNDMENT OR EROSION/SEDIMENT CONTROL DURING CONSTRUCTION UNLESS THOROUGHLY PROTECTED FROM SILT-UP OR CLOGGING. CLEAN UP OR REPLACEMENT OF SOILS IMPACTED BY CONSTRUCTION ACTIVITIES OR RUNOFF PRIOR TO HAND-OVER SHALL BE REPLACED PER ORIGINAL DESIGN AT THE CONTRACTOR'S EXPENSE.

WASTEWATER NOTE

1. ALL CHANGES TO THE ONSITE WASTEWATER TREATMENT SYSTEM SHALL BE PROVIDED BY BIOSPHERE IN ACCORDANCE WITH MONTEREY COUNTY ENVIRONMENTAL HEALTH REQUIREMENTS.

0 10' 20' 40' North

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PROJECT NO. 22-291
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ROBERTS RESIDENCE
37600 HIGHWAY ONE
BIG SUR, CA

DRAINAGE & WASTEWATER PLAN

DRAWING NO.:
C2.0
2 OF 5

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ROCKS

DENSE TREES

DENSE TREES

DENSE TREES

BRUSH

DENSE TREES

DENSE TREES

APPROXIMATE PROPERTY LINE

SILT FENCE, TYP, PER D/C5.1

TREE PROTECTION, TYP, PER G/C5.1

FIBER ROLLS, TYP, PER E/C5.1

STOCKPILE LOCATION, TYP, PER B/C5.1

CONSTRUCTION ENTRANCE PER A/C5.1

SANITARY/SEPTIC PORTABLE RESTROOM

CONCRETE WASHOUT PER F/C5.1

FIBER ROLLS, TYP, PER E/C5.1

APPROXIMATE PROPERTY LINE

CALIFORNIA STATE HIGHWAY 1

INLET PROTECTION, TYP, PER C/C5.1

INLET PROTECTION, TYP, PER C/C5.1

INLET PROTECTION, TYP, PER C/C5.1

R23.0'

R39.0'

TREE PROTECTION, TYP, PER G/C5.1

SILT FENCE, TYP, PER D/C5.1

FIBER ROLLS, TYP, PER E/C5.1

APPROXIMATE PROPERTY LINE

FD. 3/4" IP W/ TAG MKD. "LS 2689"

FD. 3/4" IP W/ TAG MKD. "LS 2689"

0 10' 20' 40'

North

EROSION CONTROL & DEMO LEGEND

- FIBER ROLL - STRAW WADDLES
- SILT FENCE
- INLET PROTECTION
- SANITARY WASTE MANAGEMENT
- MATERIALS STOCKPILE
- CONCRETE WASHOUT AREA
- STABILIZED CONSTRUCTION ENTRANCE
- TREE PROTECTION

EROSION AND SEDIMENTATION CONTROL

1. SEDIMENT AND EROSION CONTROL MEASURES, AS SPECIFIED IN THE ATTACHED EROSION CONTROL PLAN AND DETAILS, SHALL BE INSTALLED PRIOR TO START OF DEMOLITION AND MAINTAINED THROUGHOUT THE PROJECT.

2. AN EROSION CONTROL BLANKET SHALL BE INSTALLED PER DISTURBED AREAS WITH A SLOPE EQUAL TO AND GREATER THAN 4:1 PER DETAIL H/C5.1 AND SEEDED. VERIFY SEEDING REQUIREMENTS WITH THE LANDSCAPE ARCHITECT AND PROJECT BIOLOGIST.

3. SOIL COMPACTION, PARKING OF VEHICLES OR HEAVY EQUIPMENT, STOCKPILING OF CONSTRUCTION MATERIALS, CLEANING OF CONCRETE OR PLASTER, AND/OR DUMPING OF SPOILS OR MATERIALS SHALL NOT BE ALLOWED ADJACENT TO TREES ON THE PROPERTY ESPECIALLY WITHIN NEAR FENCED AREAS.

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PROJECT NO. 22-291
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PLANNING SUBMITTAL

ROBERTS RESIDENCE
37600 HIGHWAY ONE
BIG SUR, CA

EROSION CONTROL PLAN

DRAWING NO.
C5.0
3 OF 5

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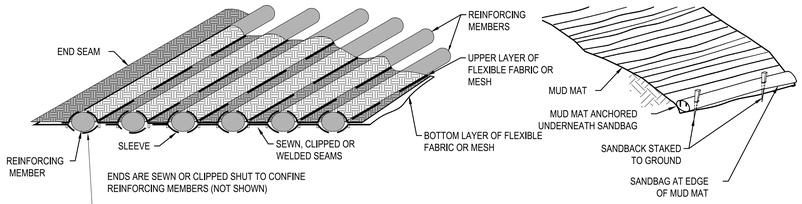
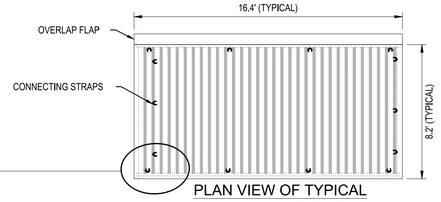


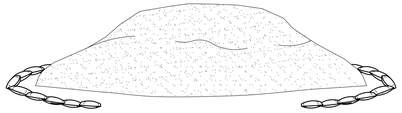
CUT AWAY SECTION



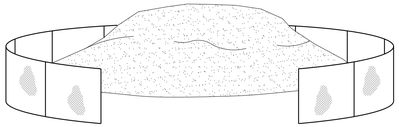
PLAN VIEW OF TYPICAL MAP LAYING FLAT

A AGES MUD MAT

EC-014 SCALE: NTS



GRAVEL BAGS



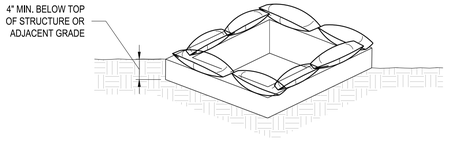
SILT FENCE

NOTE

1. INSTALL SILT FENCE (ERTEC S-FENCE OR EQUAL) OR HALF FULL GRAVEL BAGS AT APPROXIMATE 3' FROM BASE OF STOCKPILE TO CONTAIN RUNOFF. REPLACE ANY PORTIONS REMOVED FOR ACCESS AT THE END OF WORKING DAY AND PRIOR TO ANY RAINFALL. PLACE AND TIE DOWN TARPS OR PLASTIC SHEETING OVER STOCKPILE IF REQUIRED TO PREVENT WIND EROSION

B MATERIAL STOCKPILE

EC-014 SCALE: NTS



DRAIN INLET - LANDSCAPE AREAS

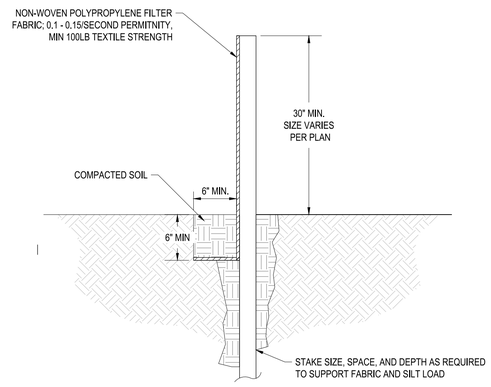
NOTES

1. ENSURE TEMPORARY CONSTRUCTION MATERIALS OR DEBRIS NEAR PROTECTED INLETS WILL NOT DAMAGE ADJACENT IMPROVEMENTS OR SPILL INTO NEARBY STORM OR SANITARY IMPROVEMENTS OR FACILITIES.
2. MANUFACTURED PRODUCTS SHOULD BE ERTEC COMBO GUARD OR APPROVED EQUAL WITH MAX 425Y FILTER OPENINGS.
3. ALTERNATE INSTALLATION AT BYPASS INLETS NOT AT A LOW POINT: NO INFLOW REQUIRED: PLACE FILTER FABRIC (MIRAFI 140 N OR APPROVED EQUAL) OVER ENTIRE STRUCTURE OPENING, AND INSTALL GRATE TO HOLD IN PLACE. WRAP OVER VERTICAL OPENING AND CURB INLETS AND HOLD IN PLACE WITH SAND BAGS.

DRAIN INLET - PAVED SURFACE

C INLET PROTECTION - WITH SAND BAGS

ER-00-006 SCALE: NTS

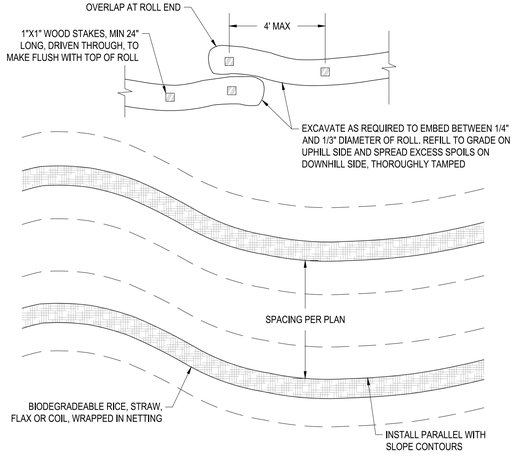


NOTES

1. REFER TO CASQUA BMP DETAIL SE-1 FOR ADDITIONAL INSTALLATION DETAILS AND MAINTENANCE INSTRUCTIONS.
2. ALTERNATE INSTALLATION: ERTEC S-FENCE, 10 HIGH, OR EQUAL BY APPROVED MANUFACTURERS, INSTALLED IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.

D SILT S-FENCE

ER-00-001 SCALE: NTS

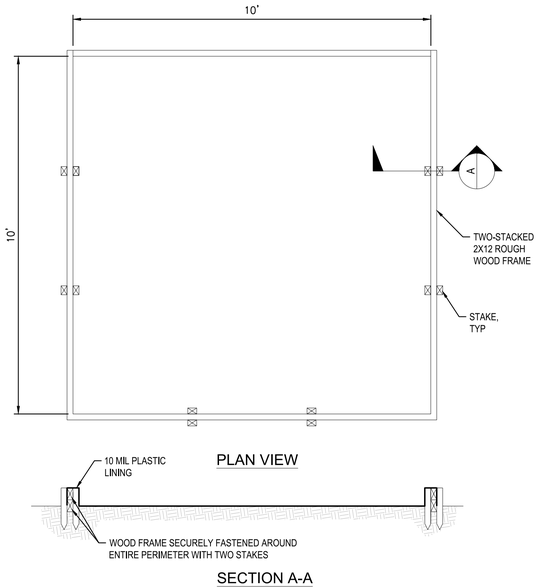


NOTES

1. FIBER ROLLS SHALL BE MANUFACTURED PRODUCTS CONSISTING OF RICE, STRAW, FLAX, COIL OR SIMILAR BIODEGRADABLE MATERIAL WRAPPED INTO A TUBULAR SHAPE WITH NETTING.
2. CONTRACTOR TO USE ERTEC STRAW WATTLES OR APPROVED EQUAL.

E FIBER ROLLS

SCALE: NTS



PLAN VIEW

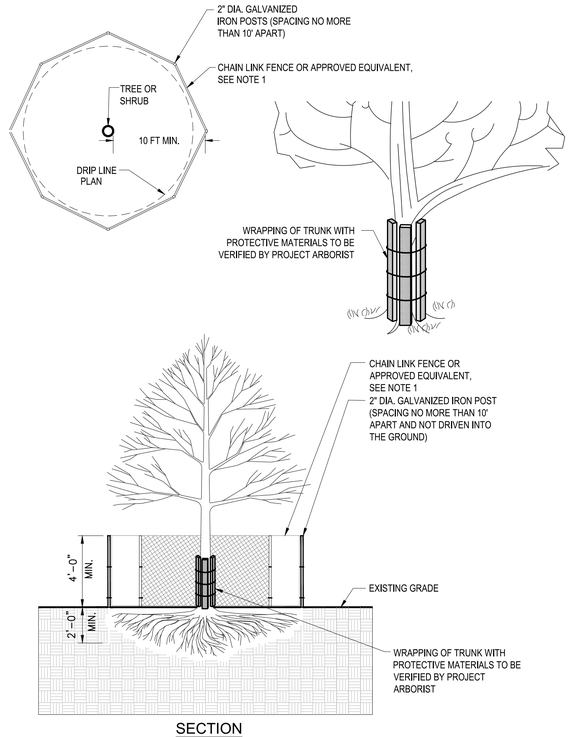
SECTION A-A

NOTES

1. ACTUAL LAYOUT DETERMINED IN FIELD
2. THE CONCRETE WASHOUT SIGN SHALL BE INSTALLED WITHIN 30FT OF THE TEMPORARY CONCRETE WASHOUT FACILITY

F CONCRETE WASHOUT

SCALE: NTS



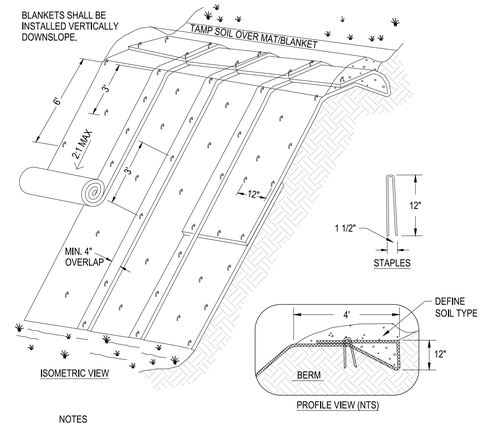
SECTION

NOTES

1. FENCING SHALL CONSIST OF CHAIN LINK, SNOWDRIFT, PLASTIC MESH, HAY BALES, OR FIELD FENCE. FENCING IS NOT TO BE ATTACHED TO THE TREE BUT FREE-STANDING OR SELF-SUPPORTING SO AS NOT TO DAMAGE TREES. FENCING SHALL BE RIGIDLY SUPPORTED AND SHALL STAND A MINIMUM HEIGHT OF FOUR FEET ABOVE GRADE AND SHOULD BE PLACED TO THE FARTHEST EXTENT POSSIBLE FROM THE TREE'S BASE TO PROTECT THE AREA WITHIN THE TREE'S DRIP LINE (TYPICALLY 10-12 FEET AWAY FROM THE BASE OF A TREE)
2. CONTRACTOR AND/OR ARBORIST CAN PROPOSE AN ALTERNATE TREE PROTECTION PLAN TO THE ENGINEER FOR APPROVAL PRIOR TO CONSTRUCTION

G TREE PROTECTION

SCALE: NTS



NOTES

1. FOR EMBANKMENT FACE AND FILL SLOPES, USE DOUBLE-NET BIODEGRADABLE STRAW BLANKET.
2. SLOPE SURFACE SHALL BE FREE OF ROCKS AND CLODS LARGER THAN 3", AND ORGANIC DEBRIS. BLANKETS SHALL LAY FLAT ON THE SOIL.
3. APPLY PERMANENT SEEDING BEFORE PLACING BLANKETS.
4. LAY BLANKETS LOOSELY AND STAPLE AS SHOWN TO MAINTAIN DIRECT CONTACT WITH THE SOIL. DO NOT STRETCH.

H EROSION CONTROL BLANKET

EC-00-002 SCALE: NTS

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STATE OF CALIFORNIA
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SCALE:
0 1"
Note: If this graphic scale does not equal 1", this sheet has been modified from its original size.

NO	DATE	REVISION
	04.28.23	PLANNING
2	12.04.23	PLANNING
3	01.26.24	PLANNING

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PROJECT NO. 22-291
DATE 2/17/2023
DRAWN DNa
DESIGNED DNA/CN
CHECKED CN

PLANNING SUBMITTAL

ROBERTS RESIDENCE
37600 HIGHWAY ONE
BIG SUR, CA

EROSION CONTROL DETAILS

DRAWING NO.
C5.1
4 OF 5

P:\2022\22-291_Roberts_Res\03_Design\01_CAD\01_SD\Sheetset\C5.1 - Erosion Control Plan_David Na..\26/2024 5:02:45 PM_ARCH full sheet D (24.00 x 36.00 Inches) 1:1

Slopes Table

Minimum Slope	Maximum Slope	Color	Area (SF)
30.00%	100.00%		14,300
MAN-MADE SLOPE W/IN 30% SLOPE*			4,200
(P) DEVELOPMENT W/IN 30% SLOPE*			1,480

* THE MAN-MADE AND (P) DEVELOPMENT HATCHED AREAS GIVEN ARE A PORTION OF THE TOTAL AREA THAT FALLS WITHIN THE TOTAL 30% MINIMUM SLOPE OF 14,300 SF.

ROCKS
COASTAL BLUFF SCRUB
DENSE TREES
BRUSH
PACIFIC OCEAN
APPROXIMATE PROPERTY LINE
(P) REMODELED MAIN RESIDENCE, SAP
(P) POOL
(P) GUEST HOUSE
(P) AUTOCOURT
(P) GARAGE
(P) AC DRIVEWAY
APN 418-111-012
(PROJECT PARCEL)
(E) MONTEREY CYPRESS
COASTAL SAGE SCRUB
FD. 3/4" IP W/ TAC MKD. "LS 3689"
196.6
198.5

0 10' 20' 40'
North

SHERWOOD DESIGN ENGINEERS
2548 Mission Street
San Francisco, CA 94110
www.sherwoodengineers.com

REGISTERED PROFESSIONAL ENGINEER
CHRISTINA GRAZIANO NELSON
No. 84701
CIVIL
STATE OF CALIFORNIA
CONSTRUCTION

SCALE: 1" = 20'
0 1"
Note: If this graphic scale does not equal 1", this sheet has been modified from its original size.

NO	DATE	REVISION
	04.28.23	PLANNING
2	12.04.23	PLANNING
3	01.26.24	PLANNING

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PROJECT NO. 22-291
DATE 12.04.23
DRAWN DNa
DESIGNED DNA/CN
CHECKED GN

PLANNING SUBMITTAL

ROBERTS RESIDENCE
37600 HIGHWAY ONE
BIG SUR, CA

SLOPE STUDY

DRAWING NO.
C6.0
5 OF 5

P:\2022\22-291_Roberts_Big\10_Design\01_CAD\01_SD\Sheets\C6.0 - Slope Study.dwg, 3/8/2024 11:7:21 PM, ARCH full bleed D (24.00 x 36.00 Inches), 1:1

Slopes Table

Minimum Slope	Maximum Slope	Color	Area (SF)
30.00%	100.00%		14,300
MAN-MADE SLOPE W/IN 30% SLOPE*			4,200

* THE MAN-MADE AND (P) DEVELOPMENT HATCHED AREAS GIVEN ARE A PORTION OF THE TOTAL AREA THAT FALLS WITHIN THE TOTAL 30% MINIMUM SLOPE OF 14,300 SF.

ROCKS

COASTAL BLUFF SCRUB

DENSE TREES

BRUSH

DENSE TREES

DENSE TREES

APPROXIMATE PROPERTY LINE

PACIFIC OCEAN

COASTAL BLUFF SCRUB

DENSE TREES

(E) MAIN RESIDENCE

ROCKS

APN 418-111-012
(PROJECT PARCEL)

DENSE TREES

APPROXIMATE PROPERTY LINE

FD. 3/4" IP W/ TAG MKD. "LS 3689"

(E) MONTEREY CYPRESS

COASTAL SAGE SCRUB

DENSE TREES

196.6

198.5

APPROXIMATE PROPERTY LINE

(E) DRIVEWAY

FD. 3/4" IP W/ TAG MKD. "LS 3689"

0 10' 20' 40'

North

PLANNING SUBMITTAL

SHERWOOD DESIGN ENGINEERS
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REGISTERED PROFESSIONAL ENGINEER
CHRISTINA GRAZIANO NELSON
No. 84701
CIVIL
STATE OF CALIFORNIA
CIVIL ENGINEERING

SCALE: 1" = 20'
0 1"
Note: If this graphic scale does not equal 1", this sheet has been modified from its original size.

NO	DATE	REVISION
	04.28.23	PLANNING
2	12.04.23	PLANNING
3	01.26.24	PLANNING

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PROJECT NO. 22-291
DATE 12.04.23
DRAWN DNa
DESIGNED DNA/CN
CHECKED GN

ROBERTS RESIDENCE
37600 HIGHWAY ONE
BIG SUR, CA

EXISTING SLOPE STUDY

DRAWING NO.:
C6.0
5 OF 5

P:\2022\22-291_Roberts_Res\10_Design\02_Exhibits\24\0304_Slope Study\Slope Study.over Existing.dwg C3.0 - Slope Study | Dave Na,3/15/2024 3:56:33 PM,ARCH full bleed D (24.00 x 36.00 Inches),1:1

LEGEND

- PROPERTY LINE
- BLUFF SETBACK/EASEMENT
- BUILDING SETBACK
- EXISTING PAVING TO REMAIN
- EXISTING WOOD DECK TO REMAIN
- ASPHALT PAVING
- COBBLESTONE PAVING
- GRAVEL PAVING
- STONE PAVING
- POOL
- TREE TAG NUMBER
- EXISTING TREE TO REMAIN AND PROTECT IN PLACE
- STEPS

NOTES:

1. EXISTING TREES TO BE PRESERVED AND PROTECTED THROUGHOUT CONSTRUCTION.
2. REFER TO CIVIL ENGINEER'S DRAWINGS.
3. REFER TO ARCHITECT'S DRAWINGS.
4. REFER TO ARBORIST REPORT AND BIOLOGICAL REPORT.
5. REFER TO GEOTECHNICAL REPORT.

0' 4' 8' 16' 32'
SCALE: 1/16"=1'-0"

NOT FOR CONSTRUCTION

ORIGINAL SHEET SIZE: 24" X 36"

REVISIONS AND RECORD OF ISSUE:

NO.	DATE	DESCRIPTION
1	04/28/2023	PLANNING
2	12/04/2023	PLANNING
3	01/26/2024	PLANNING
4		
5		
6		

REGISTERED LANDSCAPE ARCHITECT
JONI L. JANECKI
No. 3163
Exp. 11/24/24
STATE OF CALIFORNIA

JONI L. JANECKI & ASSOCIATES
515 SWIFT ST., SANTA CRUZ CA 95060
PHONE 831.423.6049 | WWW.JLJA.COM
California Landscape Architect License 3163

PROJECT:

37600 HIGHWAY ONE
BIG SUR, CALIFORNIA 93940
APN: 418-111-012

SHEET TITLE:

CONCEPT MATERIALS PLAN

SCALE: 1/16"=1'-0"
DRAWN BY: MO
DATE: 01/26/2024

L1.0

T:\PROJECTS\BIGSUR\DITAL\22-23\37600 Hwy One\Drawings\37600 HWY ONE LANDSCAPE PERMIT.dwg, L1.0 Concept Materials Plan, 1/26/2024 2:59:13 PM, Mirvaki Donakara, DWG To PDF.pc3, ARCH full bleed D (24.00 x 36.00 Inches), 1:1

CONTRACTOR SHALL INSTALL CHECK VALVES, AS REQUIRED, IN LATERAL LINES WHERE THERE IS AN ELEVATION DIFFERENCE OF 10 FEET.

CONTRACTOR SHALL INSTALL FLUSH VALVES AND OPERATION INDICATOR AS SHOWN (TYPICAL). REFER TO IRRIGATION LEGEND AND DRIP LAYOUT DETAILS.

DRIPLINE (12" O.C. GRID) (TYPICAL). REFER TO IRRIGATION LEGEND

HOUSE FFE 150.00'

GARAGE FFE 165.00'

AUTO COURT

POOL

PERGOLA

GUEST HOUSE FFE 158.00'

CALIFORNIA HIGHWAY 1

6"SL.

tank (location approximate, not surveyed)

C-1 | 1 | 3 | 288 | 12 | LOW
C-2 | 1 | 6 | 565 | 12 | LOW
C-3 | 1 | 4 | 302 | 12 | LOW
C-4 | 1 | 7 | 670 | 12 | MOD
C-5 | 1 | 15 | 1620 | 12 | MOD
C-6 | 1 | 4 | 304 | 12 | LOW
C-7 | 1 | 11 | 1161 | 12 | LOW
C-8 | 1 | 10 | 1034 | 12 | LOW
C-9 | 1 | 12 | 1188 | 12 | MOD
C-10 | 1 | 7 | 746 | 12 | LOW
C-11 | 1 | 6 | 351 | 12 | MOD
C-12 | 1 | 10 | 1042 | 12 | MOD
C-13 | 1 | 11 | 1207 | 12 | LOW
C-14 | 1 | 10 | 1072 | 12 | MOD
C-15 | 1 | 13 | 1420 | 12 | LOW
C-16 | 1 | 10 | 1096 | 12 | MOD
C-17 | 1 | 7 | 708 | 12 | LOW
C-18 | 1 | 5 | 495 | 12 | LOW
C-19 | 1 | 3 | 295 | 12 | LOW
C-20 | 1 | 7 | 910 | 12 | MOD

0' 4' 8' 16' 32'
SCALE: 1/16"=1'-0"

PLAN NOTES LEGEND

1. CONNECTION OF IRRIGATION SYSTEM SHALL BE DETERMINED IN THE FIELD BY CONTRACTOR, CONNECTION SHALL BE TO EXISTING STORAGE TANK. OR BOOSTER PUMP. PLUMBER SHALL PROVIDE 2" STUB-OUT AND GATE VALVE. MAXIMUM IRRIGATION DEMAND: 16 GPM AT 00 PSI STATIC PRESSURE AT STORAGE TANK WELL LOCATION. IRRIGATION SYSTEM SHALL REQUIRE 65 PSI TO OPERATE SYSTEM TO IT POTENTIAL. THE ELEVATION CHANGE FROM THE TANK TO HOUSE WILL NOT OCCUR ENOUGH PRESSURE TO SUPPORT OR OPERATE THE IRRIGATION SYSTEM. CONTRACTOR SHALL FIELD VERIFY THE PRESSURE, ONCE THE PRESSURE IS DETERMINED AT THE TANK. (IT SHALL DETERMINED IF A BOOSTER PUMP IS REQUIRED OPERATE THE IRRIGATION SYSTEM).
2. BACKFLOW FOR IRRIGATION BY LANDSCAPE CONTRACTOR. REFER TO IRRIGATION LEGEND.
3. MASTER CONTROL VALVE (LINE SIZE) WIRE TO CONTROLLER PER MANUFACTURER'S RECOMMENDATIONS. REFER TO IRRGATION LEGEND.
4. FLOW SENSOR. WIRE TO CONTROLLER PER MANUFACTURER'S RECOMMENDATIONS. REFER TO IRRIGATION LEGEND.
5. IRRIGATION CONTROLLER "C". MOUNT ON EXTERIOR WALL AT THIS LOCATION AS DETAILED AND AS DIRECTED BY ARCHITECT. CONNECT TO 120 VOLT A.C. ELECTRICAL SERVICE INSTALLED AT THIS LOCATION UNDER ELECTRICAL CONTRACT. IRRIGATION CONTRACTOR SHALL COORDINATE LOCATION OF ELECTRICAL SERVICE PRIOR TO CONSTRUCTION.
6. WIRELESS WEATHER SENSOR. MOUNT ON EVE OF BUILDING. INSTALL SENSOR OPEN TO THE SKY. COORDINATE AND CONFIRM EXACT LOCATION WITH LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.

NOTES:

1. IRRIGATION EQUIPMENT MAY BE SHOWN WITHIN HARDSCAPE FOR GRAPHIC CLARITY ONLY. INSTALL ALL IRRIGATION EQUIPMENT WITHIN PLANTED AREAS. IRRIGATION PIPE AND WIRE CROSSING BENEATH HARDSCAPE SURFACES SHALL BE CONTAINED WITHIN SLEEVING OR SCHEDULE 40 PVC CONDUIT. SLEEVING SIZE SHALL BE A MINIMUM OF TWO TIMES THE AGGREGATE DIAMETER OF ALL PIPES CONTAINED WITH SLEEVE. PROVIDE VERTICAL SWEEP FOR ALL ELECTRICAL CONDUIT ON EACH SIDE OF HARDSCAPE AND TERMINATE ENDS AT 12" MINIMUM DEPTH AND 12" FROM HARDSCAPE SURFACE.
2. UNSIZED LATERAL LINE PIPING LOCATED DOWN STREAM OF 1" PIPING SHALL BE 3/4" IN SIZE (TYPICAL).
3. SIZING OF LATERAL PIPE SHALL BE AS FOLLOWS:

0.75"	0-6 GPM
1"	7-12 GPM
1.25"	13-20 GPM

4. SIZING OF LATERAL PIPE FOR DRIPLINE (12" O.C. GRID WITH 0.6 GPH EMITTERS) SHALL BE AS FOLLOWS:

0.75	0-500 FT
1"	501-1100 FT

5. EACH DRIP ZONE SHALL RECEIVE A SET OF AIR VENT/VACUUM RELIEF VALVE AT THE HIGHS POINT AND FLUSH VALVES AT FARTHEST ENDS OF EACH SYSTEM AND EACH PLANTER.
6. CONTRACTOR TO INSTALL ALL IRRIGATION PIPING TO GO AROUND ALL UTILITY BOX, LIGHTS, SIGNS, ETC. (DRAWINGS ARE DIAGRAMMATIC).
7. LOCATE REMOTE CONTROL VALVE BOXES AWAY FROM PROMINENT, HIGHLY VISIBLE LOCATIONS. CONTACT LANDSCAPE ARCHITECT FOR EXACT LOCATIONS.

811
CALL BEFORE YOU DIG
UNDERGROUND SERVICE ALERT

NOT FOR CONSTRUCTION

ORIGINAL SHEET SIZE: 24" X 36"

REVISIONS AND RECORD OF ISSUE:

NO.	DATE	DESCRIPTION
1.	04/28/2023	PLANNING
2.	12/04/2023	PLANNING
3		
4		
5		
6		

REGISTERED LANDSCAPE ARCHITECT JONI L. JANECKI No. 3163 Exp. 9/24/24 STATE OF CALIFORNIA

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California Landscape Architect License 3163

RMA
RUSSELL D. MITCHELL & ASSOCIATES, INC.
Irrigation Consultant:
2760 Camino Diablo
Walnut Creek, CA 94597
tel 925.939.3985 | fax 925.932.5671
www.rmairrigation.com

PROJECT:
37600 HIGHWAY ONE
BIG SUR, CALIFORNIA 93940
APN: 418-111-012

SHEET TITLE:
CONCEPT IRRIGATION PLAN

SCALE: 1/16"=1'-0"
DRAWN BY: JC
DATE: 12/04/2023

L2.0

C:\drive DWG\23-003 37600 Highway One Residence_Big Sur\CAD\11-29-23\37600 HWY ONE IRRIGATION PLAN PERMIT.dwg, L2.0 Concept irrigation Plan, 11/30/2023 3:09:09 PM, Joni, DWG To PDF.pc3, ARCH full bleed D (36.00 x 24.00 inches), 1:1

IRRIGATION NOTES

1. THESE IRRIGATION DRAWINGS ARE DIAGRAMMATIC AND INDICATIVE OF THE WORK TO BE INSTALLED. ALL PIPING, VALVES, AND OTHER IRRIGATION COMPONENTS MAY BE SHOWN WITHIN PAVED AREAS FOR GRAPHIC CLARITY ONLY AND ARE TO BE INSTALLED WITHIN PLANTING AREAS. DUE TO THE SCALE OF THE DRAWINGS, IT IS NOT POSSIBLE TO INDICATE ALL OFFSETS, FITTINGS, SLEEVES, CONDUIT, AND OTHER ITEMS WHICH MAY BE REQUIRED. INVESTIGATE THE STRUCTURAL AND FINISHED CONDITION AFFECTING THE CONTRACT WORK INCLUDING OBSTRUCTIONS, GRADE DIFFERENCES OR AREA DIMENSIONAL DIFFERENCES. IN THE EVENT OF FIELD DISCREPANCY WITH CONTRACT DOCUMENTS, PLAN THE INSTALLATION WORK ACCORDINGLY BY NOTIFICATION AND APPROVAL OF THE OWNER'S AUTHORIZED REPRESENTATIVE AND ACCORDING TO THE CONTRACT SPECIFICATIONS. NOTIFY AND COORDINATE IRRIGATION CONTRACT WORK WITH APPLICABLE CONTRACTORS FOR THE LOCATION AND INSTALLATION OF PIPE, CONDUIT OR SLEEVES THROUGH OR UNDER WALLS, ROADWAYS, PAVING AND STRUCTURES BEFORE CONSTRUCTION. IN THE EVENT THESE NOTIFICATIONS ARE NOT PERFORMED, THE CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR REQUIRED REVISIONS.

2. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE CODES, STANDARDS, AND REGULATIONS. ALL WORK AND MATERIALS SHALL BE IN FULL ACCORDANCE WITH THE LATEST RULES AND REGULATIONS OF THE NATIONAL ELECTRIC CODE; THE UNIFORM PLUMBING CODE, PUBLISHED BY THE WESTERN PLUMBING OFFICIALS ASSOCIATION; AND OTHER STATE OR LOCAL LAWS OR REGULATIONS. NOTHING IN THESE DRAWINGS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES OR REGULATIONS. THE CONTRACTOR SHALL FURNISH WITHOUT ANY EXTRA CHARGE, ANY ADDITIONAL MATERIAL AND LABOR WHEN REQUIRED BY THE COMPLIANCE WITH THESE CODES AND REGULATIONS.

3. THE CONTRACTOR SHALL COORDINATE INSTALLATION OF IRRIGATION SYSTEM WITH LAYOUT AND INSTALLATION OF THE PLANT MATERIALS TO INSURE THAT THERE WILL BE COMPLETE AND UNIFORM IRRIGATION COVERAGE OF PLANTING IN ACCORDANCE WITH THESE DRAWINGS, AND CONTRACT DOCUMENTS. THE IRRIGATION LAYOUT SHALL BE CHECKED BY THE CONTRACTOR AND OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO CONSTRUCTION TO DETERMINE IF ANY CHANGES, DELETIONS, OR ADDITIONS ARE REQUIRED. IRRIGATION SYSTEM SHALL BE INSTALLED AND TESTED PRIOR TO INSTALLATION OF PLANT MATERIAL.

4. THE INTENT OF THIS IRRIGATION SYSTEM IS TO PROVIDE THE MINIMUM AMOUNT OF WATER REQUIRED TO SUSTAIN GOOD PLANT HEALTH.

5. IT IS THE RESPONSIBILITY OF THE MAINTENANCE CONTRACTOR AND/OR OWNER TO PROGRAM THE IRRIGATION CONTROLLER(S) TO PROVIDE THE MINIMUM AMOUNT OF WATER NEEDED TO SUSTAIN GOOD PLANT HEALTH. THIS INCLUDES MAKING ADJUSTMENTS TO THE PROGRAM FOR SEASONAL WEATHER CHANGES, PLANT MATERIAL, WATER REQUIREMENTS, MOUNDS, SLOPES, SUN, SHADE AND WIND EXPOSURE.

6. IT IS THE RESPONSIBILITY OF A LICENSED ELECTRICAL CONTRACTOR TO PROVIDE 120 VOLT A.C. (2.5 AMP DEMAND PER CONTROLLER) ELECTRICAL SERVICE TO THE CONTROLLER LOCATION(S). IT IS THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR TO COORDINATE THE ELECTRICAL SERVICE STUB-OUT TO THE CONTROLLER(S). PROVIDE PROPER GROUNDING PER CONTROLLER MANUFACTURER'S INSTRUCTIONS AND IN ACCORDANCE WITH LOCAL CODES.

7. PROVIDE EACH CONTROLLER WITH ITS OWN GROUND ROD. SEPARATE THE GROUND RODS BY A MINIMUM OF EIGHT FEET. THE GROUND ROD SHALL BE AN EIGHT FOOT LONG BY 5/8" DIAMETER U.L. APPROVED COPPER CLAD ROD. INSTALL NO MORE THAN 6" OF THE GROUND ROD ABOVE FINISH GRADE. CONNECT #6 GAUGE WIRE WITH A U.L. APPROVED GROUND ROD CLAMP TO ROD AND BACK TO GROUND SCREW AT BASE OF CONTROLLER WITH APPROPRIATE CONNECTOR. MAKE THIS WIRE AS SHORT AS POSSIBLE, AVOIDING KINKS OR BENDING.

8. SCHEDULE A MEETING WHICH INCLUDES REPRESENTATIVES OF THE IRRIGATION CONTROLLER MANUFACTURER, THE MAINTENANCE CONTRACTOR, THE OWNER AND THE IRRIGATION CONTRACTOR AT THE SITE FOR INSTRUCTION ON THE PROPER PROGRAMMING AND OPERATION OF THE IRRIGATION CONTROLLER.

9. INSTALL 2-WIRE CABLE ALONG THE MAIN LINE. CONTACT CONTROLLER REPRESENTATIVE FOR A PRE-CONSTRUCTION MEETING.

10. IRRIGATION CONTROL WIRES: SOLID COPPER WITH U.L. APPROVAL FOR DIRECT BURIAL IN GROUND. SIZE #14AWG WIRE WITH A JACKETED 2-CONDUCTOR. PREFERRED WIRE MAKE AND MODEL IS P7354D (HUNTER) THE PAIGE IRRIGATION WIRE. ALL SPLICING SHALL BE MADE WITH 3-M DBR/Y-6 WATERPROOF SPLICE KIT.

11. DECODER GROUNDING SHALL BE PROVIDED EVERY 600 FEET OR EVERY 8 DECODERS, WHICHEVER IS SMALLER. AT THE CONTROLLER AND AT THE LAST DECODER OR AT THE END OF THE 2 WIRE PATH. GROUND WITH A 5/8" X 8' COPPER CLAD GROUNDING ROD. #6 COPPER WIRE TO SURGE DEVICE/DECODER. INCLUDE A SURGE ARRESTOR AT EACH GROUNDING LOCATION. A SPLIT BOLT CONNECTION TO BE USED TO CONNECT THE SURGE DEVICE TO THE GROUND WIRE WITH A DBR/Y-6.

12. SPLICING OF JACKETED 2-WIRE IS PERMITTED IN VALVE BOXES ONLY. LEAVE A 36" LONG COIL OF WIRE AT EACH SPLICE AND A 36" LONG EXPANSION LOOP EVERY 100 FEET ALONG WIRE RUN.

13. INSTALL BLACK PLASTIC VALVE BOXES WITH BOLT DOWN, NON HINGED COVER MARKED "IRRIGATION". BOX BODY SHALL HAVE KNOCK OUTS. ACCEPTABLE VALVE BOX MANUFACTURER'S INCLUDE NDS, CARSON OR APPROVED EQUAL.

14. INSTALL REMOTE CONTROL VALVE BOXES 12" FROM WALK, CURB, BUILDING OR LANDSCAPE FEATURE. AT MULTIPLE VALVE BOX GROUPS, INSTALL EACH BOX AN EQUAL DISTANCE FROM THE WALK, CURB, BUILDING OR LANDSCAPE FEATURE AND PROVIDE 12" BETWEEN BOX TOPS. ALIGN THE SHORT SIDE OF RECTANGULAR VALVE BOXES PARALLEL TO WALK, CURB, BUILDING OR LANDSCAPE FEATURE.

15. THE CONTRACTOR SHALL LABEL CONTROL LINE WIRE AT EACH REMOTE CONTROL VALVE WITH A 2 1/4" X 2 3/4" POLYURETHANE I.D. TAG, INDICATING IDENTIFICATION NUMBER OF VALVE (CONTROLLER AND STATION NUMBER). ATTACH LABEL TO CONTROL WIRE. THE CONTRACTOR SHALL PERMANENTLY STAMP ALL VALVE BOX LIDS WITH APPROPRIATE IDENTIFICATION AS NOTED IN CONSTRUCTION DETAILS.

31. FLUSH AND ADJUST IRRIGATION OUTLETS AND NOZZLES FOR OPTIMUM PERFORMANCE AND TO PREVENT OVER SPRAY ONTO WALKS, ROADWAYS, AND/OR BUILDINGS. SELECT THE BEST DEGREE OF THE ARC AND RADIUS TO FIT THE EXISTING SITE CONDITIONS AND THROTTLE THE FLOW CONTROL AT EACH VALVE TO OBTAIN THE OPTIMUM OPERATING PRESSURE FOR EACH CONTROL ZONE.

32. LOCATE BUBBLERS ON UPHILL SIDE OF PLANT OR TREE.

33. INSTALL A HUNTER HCV SERIES, KBI CV SERIES, OR APPROVED EQUAL SPRING LOADED CHECK VALVE IN SPRINKLER RISER ASSEMBLIES WHERE LOW OUTLET DRAINAGE WILL CAUSE EROSION AND/OR EXCESS WATER.

34. WHERE IT IS NECESSARY TO EXCAVATE ADJACENT TO EXISTING TREES, USE CAUTION TO AVOID INJURY TO TREES AND TREE ROOTS. EXCAVATE BY HAND IN AREAS WHERE TWO (2) INCH AND LARGER ROOTS OCCUR. BACK FILL TRENCHES ADJACENT TO TREE WITHIN TWENTY-FOUR (24) HOURS. WHERE THIS IS NOT POSSIBLE, SHADE THE SIDE OF THE TRENCH ADJACENT TO THE TREE WITH WET BURLAP OR CANVAS.

35. NOTIFY LOCAL JURISDICTIONS FOR INSPECTION AND TESTING OF INSTALLED BACKFLOW PREVENTION DEVICE.

36. THE IRRIGATION SYSTEM DESIGN IS BASED ON THE MINIMUM OPERATING PRESSURE SHOWN ON THE IRRIGATION DRAWINGS. VERIFY WATER PRESSURE PRIOR TO CONSTRUCTION. REPORT ANY DIFFERENCE BETWEEN THE WATER PRESSURE INDICATED ON THE DRAWINGS AND THE ACTUAL PRESSURE READING AT THE IRRIGATION POINT OF CONNECTION TO THE OWNER'S AUTHORIZED REPRESENTATIVE.

37. IRRIGATION DEMAND: REFER TO PLANS.

38. PIPE SIZING SHOWN ON THE DRAWINGS IS TYPICAL. AS CHANGES IN LAYOUT OCCUR DURING STAKING AND CONSTRUCTION THE SIZE MAY NEED TO BE ADJUSTED ACCORDINGLY.

39. PIPE THREAD SEALANT COMPOUND SHALL BE RECTOR SEAL #5.

40. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR MINOR CHANGES IN THE IRRIGATION LAYOUT DUE TO OBSTRUCTIONS NOT SHOWN ON THE IRRIGATION DRAWINGS SUCH AS LIGHTS, FIRE HYDRANTS, SIGNS, ELECTRICAL ENCLOSURES, ETC.

41. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR CHANGES IN THE IRRIGATION LAYOUT AND VALVE ZONING DUE TO VARIATIONS IN THE EXISTING SITE CONDITIONS SUCH AS EXPOSURE FROM BUILDINGS, TRELLISES, TREES, ETC., AS WELL AS SLOPE AND SOIL CONDITIONS. THE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT AND IRRIGATION CONSULTANT OF THE PROPOSED CHANGES PRIOR TO INSTALLATION FOR APPROVAL.

42. WHEN WORK OF THIS SECTION HAS BEEN COMPLETED AND SUCH OTHER TIMES AS MAY BE DIRECTED, REMOVE ALL TRASH, DEBRIS, SURPLUS MATERIALS AND EQUIPMENT FROM SITE.

43. CONTRACTOR SHALL BE RESPONSIBLE FOR SUPPLEMENTAL HAND WATERING OF ALL PLANT MATERIAL WITHIN DRIPLINE AREAS UNTIL THE PLANTS ARE SUFFICIENTLY ESTABLISHED.

44. VERIFY LOCATIONS OF ALL IRRIGATION COMPONENTS INSTALLED WITHIN A VALVE BOX WITH LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. DO NOT INSTALL UNTIL LANDSCAPE ARCHITECT PROVIDES ACCEPTABLE LOCATIONS.

"A Landscape Irrigation Audit is required. This Audit must be completed by a Certified Landscape Irrigation Auditor, not the designer or installer. The Audit must be submitted to the Building Department, with Certificate of Completion (Appendix C) as required by the Department of Water Resources, prior to scheduling a Final Inspection of the Water Efficient Landscape permit."

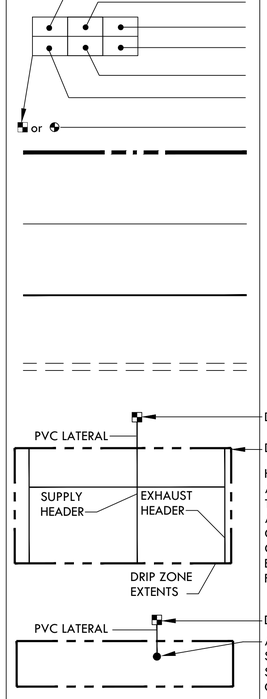
WATER CONSERVATION STATEMENT

RUSSELL D MITCHELL AND ASSOCIATES, INC. (RMA) HAVE COMPLIED WITH THE CRITERIA OF THE MODEL WATER EFFICIENT LANDSCAPE ORDINANCE AND APPLIED THEM ACCORDINGLY FOR THE EFFICIENT USE OF WATER IN THE LANDSCAPE DESIGN PLAN.

JOSE L. CRUZ
IRRIGATION CONSULTANT-PROJECT MANAGER

IRRIGATION LEGEND

SYMBOL	MODEL NUMBER	DESCRIPTION	NOZZLE GPM	OPERATING PSI	OPERATING RADIUS (FEET)
③	HDL-06-12	ON GRADE HDL DRIPLINE WITH 12" O.C. EMITTER DRIP RING FOR TREES (3 RINGS PER TREE) SEE DETAIL	0.10	30	TRICKLE
	PGV-101G	HUNTER REMOTE CONTROL VALVE			
	PCZ-101-40	HUNTER REMOTE CONTROL DRIP KIT WITH 40 PSI REGULATOR			
	WLT-0500-T	NDS SCH 40 BALL VALVE OR APPROVED EQUAL			
	ECO-ID	HUNTER ECO-INDICATOR			
CV	KC OR KSC	NDS KSC SERIES CHECK VALVE FOR UPHILL FLOW DIRECTION OR KC SERIES SPRING CHECK VALVE FOR DOWNHILL FLOW DIRECTION (LINE SIZE)			
	LGT-XX-SS	LEEMCO STAINLESS STEEL GATE VALVE (LINE SIZE)-2.5" AND SMALLER			
	975XLSEU-1"/PBB-20	WILKINS REDUCED PRESSURE BACKFLOW ASSEMBLY WITH FREEZE BLANKET.			
MV	ICV-	HUNTER MASTER VALVE-(LINE SIZE) (NORMALLY CLOSED)			
FS	HC-100-FLOW	HUNTER 1" FLOW METER (0.3 - 30 GPM)			
C	HCC-800-PL	HUNTER HCC (54) STATION CONTROLLER IN A PLASTIC WALL MOUNTED ENCLOSURE WITH A EZ DECODER SYSTEM.			
-	EZ-1	HUNTER SINGLE STATION DECODER (1 PER VALVE)			
-	EZ-DM	HUNTER DECODER OUTPUT MODULE FOR HCC CONTROLLERS			
-	HC-PLAN-ENTHUSIAST	HUNTER HYDRAWISE SOFTWARE			
-	NOT SHOWN ON PLANS	ROUTE TWO WIRE CABLE TO ALL REMOTE CONTROL VALVES. SIZE #14AWG WIRE WITH A JACKETED 2-CONDUCTOR. PREFERRED WIRE MAKE AND MODEL IS PAIGE ELECTRIC WIRE P7354D. ALL SPLICING SHALL BE MADE WITH 3-M DBR/Y-6 WATERPROOF SPLICE KITS OR APPROVED EQUAL. INSTALL 2 WIRE CABLE WITHIN 1.25" SCH 40 ELECTRICAL CONDUIT. REFER TO DETAIL FOR INSTALLATION INSTRUCTIONS.			
R	WR-CLIK	WIRELESS RAIN-CLIK SENSOR AND RECIEVER MOUNTED ON THE CONTROLLER ENCLOSURE.			



CONTROLLER AND STATION NUMBER
REMOTE CONTROL VALVE SIZE (IN INCHES)
FLOW (GPM)
WATER USE CLASSIFICATION OF ZONE
APPLICATION RATE (IN/HR) or DRIPLINE SPACING
AREA (SQ. FT.)
ASSOCIATED REMOTE CONTROL VALVE

MAIN LINE: 2" THROUGHOUT: 1120-SCHEDULE 40 PVC PLASTIC PIPE WITH SCHEDULE 40 PVC SOLVENT WELD FITTINGS. 18" COVER.

LATERAL LINE: 3/4" AND LARGER: 1120-SCHEDULE 40 PVC PLASTIC PIPE WITH SCHEDULE 40 PVC SOLVENT WELD FITTINGS. 12" COVER.

DRIPLINE LATERAL LINE: 3/4" AND LARGER: 1120-SCHEDULE 40 PVC PLASTIC PIPE WITH SCHEDULE 40 PVC SOLVENT WELD FITTINGS. 12" COVER.

SLEEVING: SCHEDULE 40 PVC PLASTIC PIPE. COVER TO BE AS INDICATED IN SPECIFICATIONS OR AS INDICATED ABOVE FOR PIPE DEPTH OF COVER.

DRIPLINE REMOTE CONTROL VALVE

DRIP ZONE:

HUNTER HDL SERIES DRIPLINE WITH BUILT IN PRESSURE COMPENSATION AND CHECK VALVE, PART #HDL-06-12-250-CV. USE PLD FITTINGS. TUBING TO BE INSTALLED 4" BELOW GRADE IN A 12" O.C. GRID ACCORDING TO DETAILS. SIZE EXHAUST HEADERS AS FOLLOWS: 1": 0-10 GPM, 1.25": 11-20 GPM. ALL EXHAUST HEADERS SHALL BE 1" SCH 40 PVC OR 1" SCH 40 FLEXIBLE PVC. USE SCH. 40 PVC SOLVENT WELD FITTINGS. EXTEND PVC HEADERS TO THE ENDS OF ALL DRIP ZONES TO BALANCE FLOW IF REQUIRED. SEE DETAILS FOR FURTHER INFORMATION.

DRIPLINE REMOTE CONTROL VALVE

APPROXIMATE CONNECTION POINT BETWEEN DRIPLINE TUBING AND PVC SUPPLY WHEN DRIP ZONE IS LESS THAN 3 GPM AND NO PVC SUPPLY/EXHUST HEADERS ARE NEEDED. REFER TO DRIPLINE TUBING CONNECTION DETAIL FOR MORE INFORMATION.

NOT FOR CONSTRUCTION

ORIGINAL SHEET SIZE: 24" X 36"

REVISIONS AND RECORD OF ISSUE:

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REGISTERED LANDSCAPE ARCHITECT JONI L. JANECKI No. 3163 Exp. 9/24/24 STATE OF CALIFORNIA

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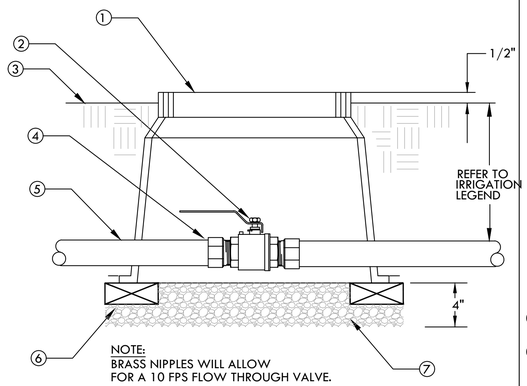
PROJECT:
37600 HIGHWAY ONE
BIG SUR, CALIFORNIA 93940
APN: 418-111-012

SHEET TITLE:
CONCEPT IRRIGATION NOTES AND LEGEND

SCALE: NONE
DRAWN BY: JC
DATE: 12/04/2023

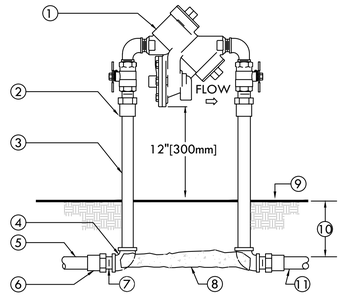
L2.1

C:\Users\DWG\21.002.37600 Highway One @residence\Big Sur\CAD\L1.0&.2\37600 HWY ONE IRRIGATION NLD PERMIT.dwg, L2.1 Irrigation Nt, 11/30/2023 5:14:29 PM, Joni, DWG To PDF.pc3, ARCH full bleed D (36.00 x 24.00 Inches), 1:1



1. 10" ROUND X 12" DEEP PLASTIC VALVE BOX
2. BRASS BALL VALVE
3. FINISH GRADE
4. MALE ADAPTER. REFER TO LEGEND FOR FITTING TYPE.
5. PVC MAIN LINE TO BACKFLOW
6. COMMON BRICK, TWO TOTAL-180° APART
7. PEA GRAVEL (NO SOIL IN VALVE BOX)

1 BALL VALVE-BRASS
SCALE: NONE

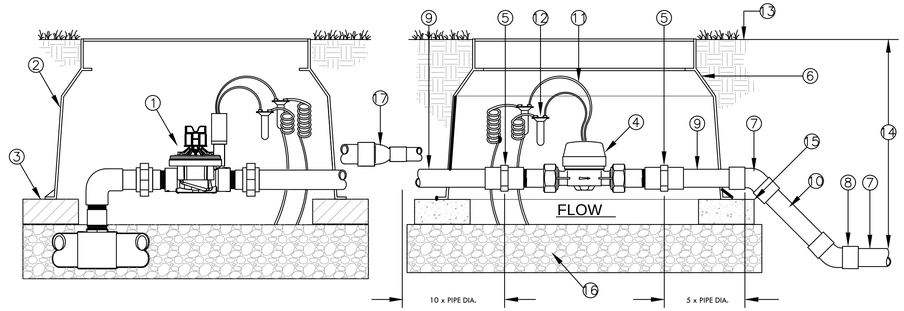


1. REDUCED PRESSURE BACKFLOW ASSEMBLY.
2. WROUGHT COPPER MALE ADAPTER-2 OTAL (SOLDER x THREAD CONNECTION).
3. COPPER TYPE "K" PIPE (LENGTH AS REQUIRED).
4. WROUGHT COPPER 90° ELBOW-2 TOTAL (SOLDER x THREAD CONNECTION).
5. PVC MAIN LINE TO POINT OF CONNECTION.
6. BUSH AS NECESSARY FOR SIZE TRANSITION.
7. SCHEDULE 40 PVC MALE ADAPTER-2 TOTAL.
8. CONCRETE SUPPORT BLOCK.
9. FINISH GRADE.
10. REFER TO IRRIGATION LEGEND.
11. PVC MAIN LINE TO IRRIGATION SYSTEM.

NOTES:
1. INSTALL A FREEZE PREVENTATIVE BLANKET AROUND BACKFLOW ASSEMBLY. BLANKET SHALL BE GREEN.
2. DO NOT SOLDER CONNECT FITTINGS WHILE THREADED INTO BACKFLOW ASSEMBLY. THIS MAY CAUSE DAMAGE TO DEVICE.
3. NIPPLES AND FITTINGS TO BE SAME IPT SIZE AS BACKFLOW ASSEMBLY.

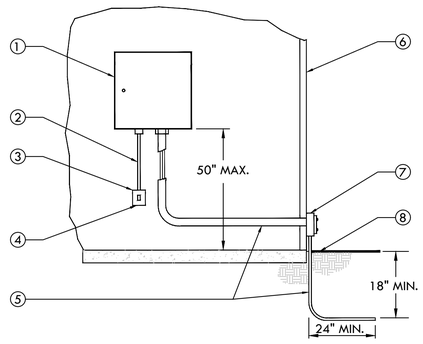
2 REDUCED PRESSURE BACKFLOW ASSEMBLY
SCALE: NONE

NOTE: INLET PIPE ENTERING METER: LENGTH MUST BE A MIN. OF 10 X PIPE DIA.
OUTLET PIPE LEAVING METER: LENGTH MUST BE MIN. OF 5 X PIPE DIA.
INLET AND OUTLET PIPE MUST BE STRAIGHT PIPE WITH NO FITTINGS OR TURNS UNTIL AFTER THESE SPECIFIED LENGTHS. PIPE AND FITTINGS MAY BE SCH 80 PVC SOLVENT WELD, THREADED SCH 80 PVC OR BRASS, AS REQUIRED FOR PROJECT.



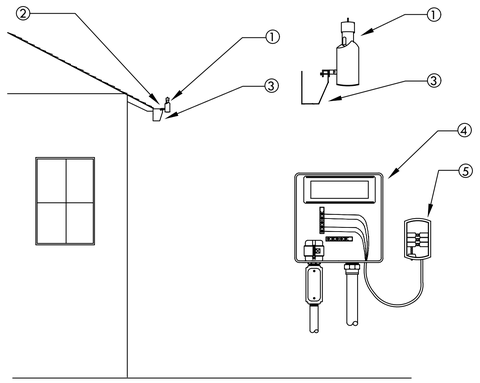
1. MASTER VALVE
2. VALVE BOX
3. BRICK SUPPORT
4. HUNTER HC FLOW METER HC-100 WITH UNION CONNECTIONS
5. SCH 80 PVC FEMALE ADAPTER (S X T)
6. RECTANGULAR VALVE BOX PER SPECIFICATIONS
7. SCH 80 PVC 45 DEGREE ELBOW (S X S) TO LOWER MAIN LINE TO PROPER DEPTH (SIZE FOR LARGER MAIN LINE AS NEEDED)
8. SCH 80 PVC 45 DEGREE ELBOW (S X S) TO LOWER MAIN LINE TO PROPER DEPTH
9. 1.5" DIA. (40 mm) MAIN LINE AT INLET & OUTLET
10. MAIN LINE TO SYSTEM (SEE LEGEND AND PLANS FOR TYPE AND SIZE)
11. TWO WIRES TO FLOW SENSOR TERMINALS AT CONTROLLER. MIN. 18 AWG-UF (2.08 mm) SHIELDED WIRE WITH DIFFERENT COLOR FROM CONTROL/COMMON WIRE.
12. WEATHERPROOF WIRE CONNECTOR
13. FINISH GRADE
14. SPECIFIED SOIL COVER (SEE LEGEND)
15. COMMON BRICK
16. GRAVEL BASE, 6" (15 cm) DEEP
17. IF NECESSARY INSTALL A SCH. 80 REDUCING COUPLING, TYP.

3 HUNTER HC-100 FLOW METER & MASTER VALVE INSTALLATION
Scale: NONE
Det:



1. IRRIGATION CONTROLLER
2. 120 VOLT SERVICE IN RIGID STEEL CONDUIT
3. 120 VOLT LOCKABLE ON/OFF SWITCH PROVIDED UNDER IRRIGATION CONTRACT
4. 120 VOLT SERVICE TO CONTROLLER LOCATION PROVIDED BY ELECTRICAL CONTRACTOR
5. SCHEDULE 40 GREY PVC ELECTRICAL CONDUIT FOR LOW VOLTAGE WIRE
6. EXTERIOR WALL
7. ELECTRICAL PULL BOX PER ELECTRICAL CODE
8. FINISH GRADE

4 INTERIOR MOUNTED CONTROLLER
SCALE: NONE

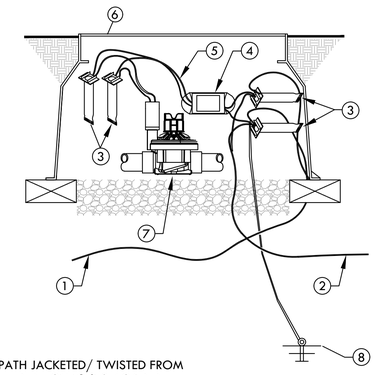


NOTE: MAXIMUM LINE OF SIGHT FROM RAIN SENSOR TO RECEIVER IS 300 FT. DISTANCE IS LESS IF OBSTRUCTIONS EXIST. SENSOR MUST BE INSTALLED IN "CLEAR SPACE" WHERE IT IS EXPOSED TO UNOBSTRUCTED RAINFALL AND IS CLEAR OF IRRIGATION SPRAY.

1. WIRELESS RAIN SENSOR TRANSMITTER (GUTTER MOUNTED)
2. MOUNT RAIN SENSOR ON GUTTER/EVE
3. GUTTER
4. CONTROLLER
5. RAIN SENSOR RECEIVER

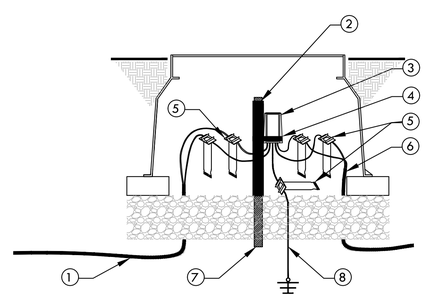
5 WIRELESS RAIN SENSOR-GUTTER MOUNT
SCALE: NONE

NOTE:
TWO WIRE DECODER SYSTEMS MUST BE PROPERLY GROUNDED IN ORDER TO PROTECT AGAINST LIGHTNING SURGES. THE COMMUNICATION CABLE MUST BE GROUNDED NO FURTHER THAN 1000' FROM ANY DECODER.



1. ID WIRE PATH JACKETED/ TWISTED FROM CONTROLLER. ALLOW 3 ft SLACK PER DECODER
2. ID WIRE PATH JACKETED/ TWISTED TO NEXT DECODER
3. DBRY-6 WATERPROOF CONNECTOR.
4. ICD-100 DECODER
5. TWO BLACK WIRES TO VALVE SOLENOID
6. RECTANGULAR PLASTIC VALVE BOX WITH BOLT DOWN LID. REFER TO REMOTE CONTROL VALVE DETAIL FOR INSTALLATION INSTRUCTIONS.
7. REMOTE CONTROL VALVE. REFER TO REMOTE CONTROL VALVE DETAIL FOR INSTALLATION INSTRUCTIONS.
8. 5/8" DIAMETER GROUND ROD OF 8' LENGTH. 1 PER 12 DECODERS OR EVERY 1000ft./330M. GROUND ROD SHALL BE A MINIMUM OF 8' FROM TWO WIRE PATH.

6 HUNTER ICD DECODER
SCALE: NONE



1. ID WIRE PATH JACKETED/ TWISTED FROM CONTROLLER. ALLOW 3 ft SLACK PER DECODER
2. PVC PIPE-1" SCHEDULE 40
3. MODEL DUAL-S SURGE PROTECTOR MODULE
4. ELECTRICAL CABLE TIE-12"
5. DBR/Y-6 (2)
6. ID WIRE PATH JACKETED/ TWISTED TO NEXT DECODER
7. PVC PIPE-.75" SCHEDULE 40
8. 5/8" DIAMETER GROUND ROD OF 8' LENGTH. INSTALL DUAL-S AT RIGHT ANGLE TO THE 2-WIRE PATH

7 HUNTER DUAL-S SURGE DEVICE
SCALE: NONE

NOT FOR CONSTRUCTION

ORIGINAL SHEET SIZE: 24" X 36"

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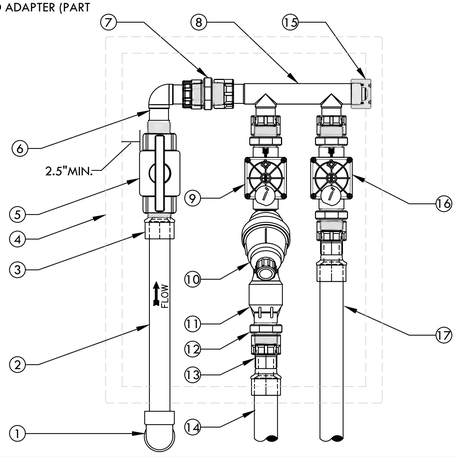
SHEET TITLE:
CONCEPT IRRIGATION DETAILS

SCALE: NONE
DRAWN BY: JC
DATE: 12/04/2023

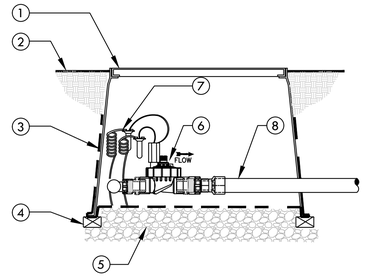
L2.2

C:\Jobs DWG\23-002 37600 Highway One @residence\Bid Set\CAD\11-29-23\37600 HWY ONE IRRIGATION_NLD PERMIT.dwg, L2.2 Irrigation DET, 11/30/2023 5:15:42 PM, Josie, DWG To PDF.pc3, ARCH full bleed D (36.00 x 24.00 Inches), 1:1

1. SCH 40 PVC 90° ELBOW (SxS) FROM PVC MAIN LINE BELOW.
2. SCH 40 PVC PIPE. LENGTH AS REQUIRED.
3. SCH 80 PVC MALE ADAPTER.
4. CARSON 1220 RECTANGULAR PLASTIC VALVE BOX WITH LID. INSTALL PER REMOTE CONTROL VALVE DETAIL.
5. NDS 1"LO-TORQ BALL VALVE THREADED (PART #LT-1000-T)
6. DURA 1" MIPT x 1" SWIVEL 90° (PART #306-009)
7. DURA 1"x1" THREADED ADAPTER (PART #08303) 4 TOTAL.
8. DURA 1" MULTI-PORT MANIFOLD (PART #301-010-2)
9. DRIP REMOTE CONTROL VALVE. REFER TO LEGEND FOR MODEL.
10. FILTER. REFER TO LEGEND FOR MODEL.
11. 40 PSI REGULATOR. REFER TO LEGEND FOR MODEL.
12. DURA 1" x 3/4" MALE ADAPTER (PART #08303-131). ONLY REQUIRED WITH 3/4" OUTLET REGULATORS. USE 1"x1" DURA THREAD ADAPTER ON 1" REGULATORS
13. DURA 1" SLIP X 1" SWIVEL (PART #329-011) 2 TOTAL.
14. SCHEDULE 40 PVC LATERAL TO DRIP IRRIGATION
15. DURA 1" CAP (PART #348-010)
16. BUBBLER OR SPRINKLER REMOTE CONTROL VALVE. REFER TO LEGEND FOR MODEL.
17. SCHEDULE 40 PVC LATERAL TO BUBBLER OR SPRAY IRRIGATION.

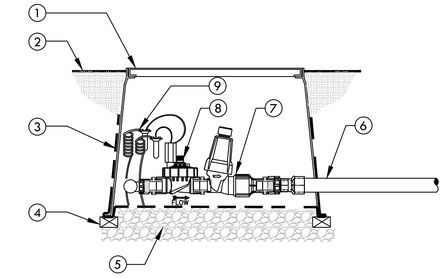


1 TWO REMOTE VALVE MANIFOLD DETAIL (1" VALVES ONLY)
SCALE: NONE



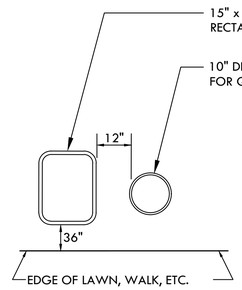
1. CARSON 1220 RECTANGULAR VALVE BOX FOR FOUR VALVES OR CARSON 1419 FOR TWO VALVES
2. FINISH GRADE
3. 19 GAUGE 1/2" SQUARE WIRE MESH. WRAP UP THE SIDES OF THE BOX
4. BRICK-1 EACH CORNER
5. PEA GRAVEL OR 3/4" DRAIN ROCK-4" DEEP BELOW VALVE (NO SOIL IN VALVE BOX)
6. REMOTE CONTROL VALVE WITH FLOW CONTROL AND MANUAL BLEED. REFER TO TWO OR FOUR VALVE MANIFOLD DETAIL FOR INSTALLATION INSTRUCTIONS
7. VALVE CONTROL WIRE- PROVIDE 3M-DBY SEAL PACKS AT ALL SPLICES AND 24" OF EXCESS UF WIRE IN A 1" DIAMETER COIL
8. SCH 40 PVC LATERAL LINE TO BUBBLERS OR SPRAY

2 BUBBLER OR SPRAY REMOTE CONTROL VALVE IN TWO OR FOUR VALVE MANIFOLD
SCALE: NONE



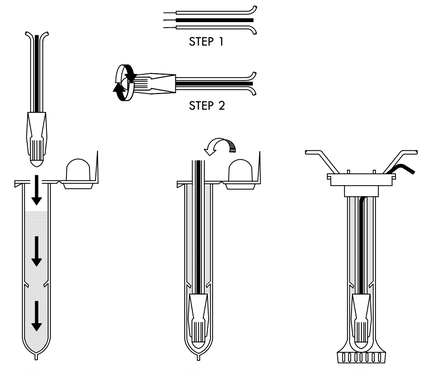
1. CARSON 1220 RECTANGULAR VALVE BOX FOR FOUR VALVES OR CARSON 1419 FOR TWO VALVES
2. FINISH GRADE
3. 19 GAUGE 1/2" SQUARE WIRE MESH. WRAP UP THE SIDES OF THE BOX
4. BRICK-1 EACH CORNER
5. PEA GRAVEL OR 3/4" DRAIN ROCK-4" DEEP BELOW VALVE (NO SOIL IN VALVE BOX)
6. SCH 40 PVC LATERAL LINE TO DRIPLINE OR DRIP.
7. DRIP FILTER AND REGULATOR
8. REMOTE CONTROL VALVE WITH FLOW CONTROL AND MANUAL BLEED. REFER TO TWO OR FOUR VALVE MANIFOLD DETAIL FOR INSTALLATION INSTRUCTIONS
9. VALVE CONTROL WIRE- PROVIDE 3M-DBY SEAL PACKS AT ALL SPLICES AND 24" OF EXCESS UF WIRE IN A 1" DIAMETER COIL

3 DRIP REMOTE CONTROL VALVE IN TWO OR FOUR VALVE MANIFOLD
SCALE: NONE



INSTRUCTIONS:
1. CENTER VALVE BOX OVER REMOTE CONTROL VALVES TO FACILITATE SERVICING VALVE.
2. SET BOXES 1" ABOVE FINISH GRADE OR MULCH COVER IN GROUND COVER/SHRUB AREA AND FLUSH WITH FINISH GRADE IN TURF AREA.
3. SET RCV AND VALVE BOX ASSEMBLY IN GROUND COVER/SHRUB AREA WHERE POSSIBLE. INSTALL IN LAWN ONLY IF GROUND COVER DOES NOT EXIST ADJACENT TO LAWN.
4. SET BOXES PARALLEL TO EACH OTHER AND PERPENDICULAR TO EDGE OF LAWN, WALK, FENCE, CURB, ETC.
5. AVOID HEAVILY COMPACTING SOIL AROUND VALVE BOXES TO PREVENT COLLAPSE AND DEFORMATION OF VALVE BOX SIDES.
6. INSTALL EXTENSION BY VALVE BOX MANUFACTURER AS REQUIRED TO COMPLETELY ENCLOSE ASSEMBLY FOR EASY ACCESS.

4 VALVE BOX INSTALLATION-BLACK BOXES AND LIDS
SCALE: NONE

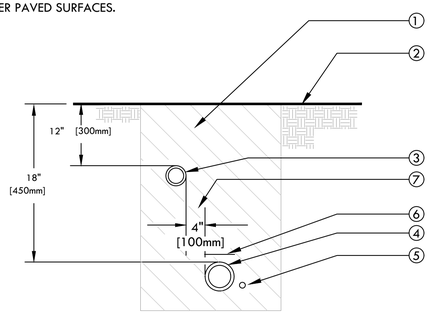


NOTE:
MAXIMUM # OF WIRES PER CONNECTOR:
- 3-#14 GAUGE
- 2-#12 GAUGE

INSTRUCTIONS:
1. STRIP WIRES APPROXIMATELY 1/2" FROM ENDS TO EXPOSE WIRE.
2. TWIST CONNECTOR AROUND WIRES CLOCKWISE UNTIL HAND TIGHT, DO NOT OVERTIGHTEN.
3. INSERT WIRE ASSEMBLY TO BOTTOM OF GEL-FILLED TUBE. CHECK TO MAKE SURE CONNECTOR HAS BEEN PUSHED PAST LOCKING FINGERS AND IS SEATED AT THE BOTTOM OF THE TUBE.
4. PLACE WIRES WHICH EXIT TUBE IN WIRE EXIT HOLES AND CLOSE CAP UNTIL IT SNAPS.
5. INSPECT FINAL SPLICE ASSEMBLY THAT IT IS SECURED.

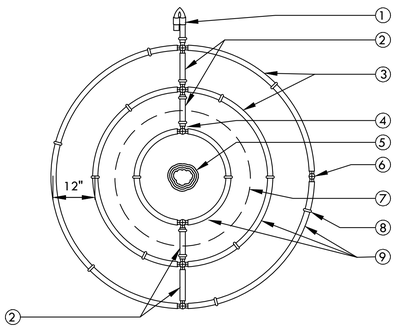
5 WEATHERPROOF WIRE SPLICE ASSEMBLY
SCALE: NONE

NOTES:
1. ALL MAIN SUPPLY LINES AND LATERAL LINES SHALL BE PLACED IN SLEEVES UNDER PAVED SURFACES. INSTALL LOW VOLTAGE WIRES WITHIN A SEPARATE CONDUIT UNDER PAVED SURFACES.



1. CLEAN BACKFILL MATERIAL.
2. FINISH GRADE.
3. LATERAL LINE.
4. MAIN LINE.
5. 2-WIRE CABLE. CABLE SHALL BE LAID OUT LOOSELY IN THE TRENCH.
6. 3" DETECTABLE WARNING TAPE OVER MAIN LINE - 3" [75mm] ABOVE PIPE. USE CHRISTY MODEL #TA-DT-3-BIRR FOR POTABLE IRRIGATION SYSTEMS OR #TA-DT-3-PRW FOR RECYCLED IRRIGATION WATER SYSTEMS
7. TYPICAL DISTANCE BETWEEN PIPES.

6 TRENCHING
SCALE: NONE



1. FIGURE 8 LINE END
2. BLANK TUBING
3. DRIPLINE
4. HUNTER PLD-TEE (PLD-TEE)
5. TREE TRUNK
6. ADAPTER TEE FROM PVC TO DRIPLINE.
7. ROOT BALL
8. 6-INCH SOIL STAPLE (TYP) EQUALLY SPACE 4 AROUND EACH TUBE RING
9. LOCATE FIRST DRIPLINE RING HALFWAY BETWEEN THE TRUNK AND EDGE OF ROOTBALL. LOCATE THE SECOND DRIPLINE RING AT EDGE OF ROOTBALL. LOCATE THE THIRD RING 12" OUTSIDE THE SECOND RING

NOTE:
SUGGESTED QUANTITY DRIP RINGS PER TREES SIZE:
- 15 GAL OR 24" BOX = 2 RINGS
- 36 GAL OR 48" BOX = 3 RINGS
- 60 GAL OR LARGER = 4 RINGS

7 DRIP RINGS AROUND TREE
SCALE: NONE

NOT FOR CONSTRUCTION

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CONCEPT IRRIGATION DETAILS

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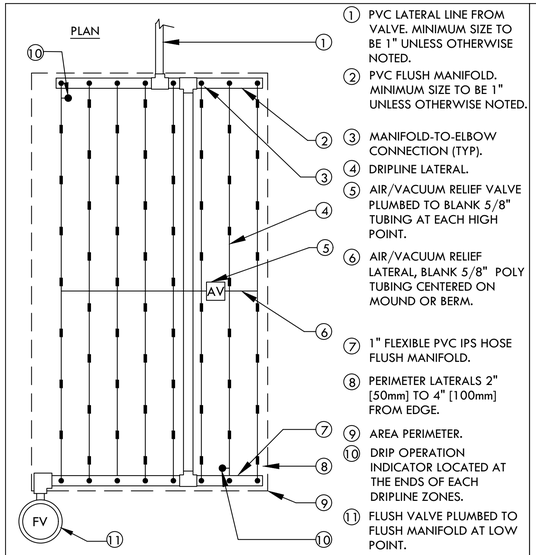
L2.3

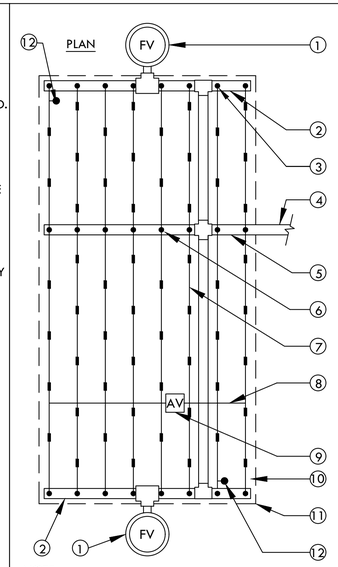
C:\plane DWG\23-002 37600 Highway One @residence\Bid Set\CAD\11-29-23\37600 HWY ONE IRRIGATION_NLD PERMIT.dwg, L2.3 Irrigation DET, 11/30/2023 5:16:22 PM, Joni, DWG To PDF.pc3, ARCH full bleed D (36.00 x 24.00 Inches), 1:1



1. PVC LATERAL LINE FROM VALVE. MINIMUM SIZE TO BE 1" UNLESS OTHERWISE NOTED.
2. PVC FLUSH MANIFOLD. MINIMUM SIZE TO BE 1" UNLESS OTHERWISE NOTED.
3. MANIFOLD-TO-ELBOW CONNECTION (TYP).
4. DRIPLINE LATERAL.
5. AIR/VACUUM RELIEF VALVE PLUMBED TO BLANK 5/8" TUBING AT EACH HIGH POINT.
6. AIR/VACUUM RELIEF LATERAL, BLANK 5/8" POLY TUBING CENTERED ON MOUND OR BERM.
7. 1" FLEXIBLE PVC IPS HOSE FLUSH MANIFOLD.
8. PERIMETER LATERALS 2" [50mm] TO 4" [100mm] FROM EDGE.
9. AREA PERIMETER.
10. DRIP OPERATION INDICATOR LOCATED AT THE ENDS OF EACH DRIPLINE ZONES.
11. FLUSH VALVE PLUMBED TO FLUSH MANIFOLD AT LOW POINT.

NOTE:
1. THE TOTAL LENGTH OF ALL INTERCONNECTED DRIP LINE OFF A SINGLE PVC SUPPLY LINE CONNECTION OR A SINGLE RUN OF DRIPLINE SHALL NOT EXCEED 300 FT.
2. INSTALL DRIPLINE 2-4" BELOW GRADE AND STAKE DOWN EVERY 4' OR AS REQUIRED.

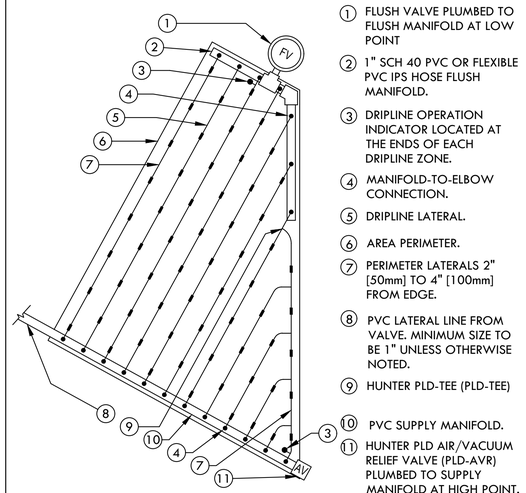
1 HLD DRIPLINE END FEED LAYOUT
SCALE: NONE



1. FLUSH VALVE PLUMBED TO FLUSH MANIFOLD AT LOW POINT
2. 1" FLEXIBLE PVC IPS HOSE FLUSH MANIFOLD.
3. MANIFOLD-TO-ELBOW CONNECTION (TYP).
4. PVC LATERAL LINE FROM VALVE. MINIMUM SIZE TO BE 1" UNLESS OTHERWISE NOTED.
5. PVC SUPPLY MANIFOLD. EXTEND TO END OF ZONE/EXHAUST HEADER.
6. MANIFOLD-TO-TEE CONNECTION.
7. DRIPLINE LATERAL.
8. AIR/VACUUM RELIEF LATERAL, BLANK POLY TUBING CENTERED ON MOUND OR BERM.
9. AIR/VACUUM RELIEF PLUMBED TO BLANK 5/8" POLY TUBING AT EACH HIGH POINT.
10. PERIMETER LATERALS 2" [50mm] TO 4" [100mm] FROM EDGE.
11. AREA PERIMETER.
12. DRIPLINE OPERATION INDICATOR LOCATED AT THE ENDS OF EACH DRIPLINE ZONE.

NOTE:
1. THE TOTAL LENGTH OF ALL INTERCONNECTED DRIP LINE OFF A SINGLE PVC SUPPLY LINE CONNECTION OR A SINGLE RUN OF DRIPLINE SHALL NOT EXCEED 300 FT.
2. INSTALL DRIPLINE 2-4" BELOW GRADE AND STAKE DOWN EVERY 4' OR AS REQUIRED.

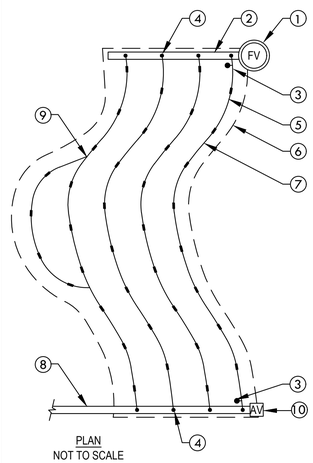
2 HLD DRIPLINE CENTER FEED LAYOUT
SCALE: NONE



1. FLUSH VALVE PLUMBED TO FLUSH MANIFOLD AT LOW POINT
2. 1" SCH 40 PVC OR FLEXIBLE PVC IPS HOSE FLUSH MANIFOLD.
3. DRIPLINE OPERATION INDICATOR LOCATED AT THE ENDS OF EACH DRIPLINE ZONE.
4. MANIFOLD-TO-ELBOW CONNECTION.
5. DRIPLINE LATERAL.
6. AREA PERIMETER.
7. PERIMETER LATERALS 2" [50mm] TO 4" [100mm] FROM EDGE.
8. PVC LATERAL LINE FROM VALVE. MINIMUM SIZE TO BE 1" UNLESS OTHERWISE NOTED.
9. HUNTER PLD-TEE (PLD-TEE)
10. PVC SUPPLY MANIFOLD.
11. HUNTER PLD AIR/VACUUM RELIEF VALVE (PLD-AVR) PLUMBED TO SUPPLY MANIFOLD AT HIGH POINT.

NOTE:
1. THE TOTAL LENGTH OF ALL INTERCONNECTED DRIP LINE OFF A SINGLE PVC SUPPLY LINE CONNECTION OR A SINGLE RUN OF DRIPLINE SHALL NOT EXCEED 300 FT.
2. INSTALL DRIPLINE 2-4" BELOW GRADE AND STAKE DOWN EVERY 4' OR AS REQUIRED.

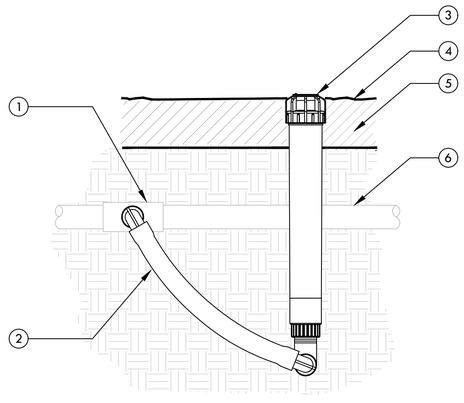
3 HLD DRIPLINE TRIANGULAR LAYOUT
SCALE: NONE



1. FLUSH VALVE PLUMBED TO FLUSH MANIFOLD AT LOW POINT
2. 1" SCH 40 PVC OR FLEXIBLE PVC IPS HOSE FLUSH/EXHAUST MANIFOLD.
3. DRIPLINE OPERATION INDICATOR LOCATED AT THE ENDS OF EACH DRIPLINE ZONE.
4. MANIFOLD-TO-ELBOW CONNECTION.
5. DRIPLINE LATERAL.
6. AREA PERIMETER.
7. PERIMETER LATERALS 2" [50mm] TO 4" [100mm] FROM EDGE.
8. PVC SUPPLY LINE/HEADER FROM VALVE. MINIMUM SIZE TO BE 1" UNLESS OTHERWISE NOTED.
9. HUNTER PLD-TEE (PLD-TEE)
10. HUNTER PLD AIR/VACUUM RELIEF VALVE (PLD-AVR) PLUMBED TO SUPPLY MANIFOLD AT HIGH POINT.

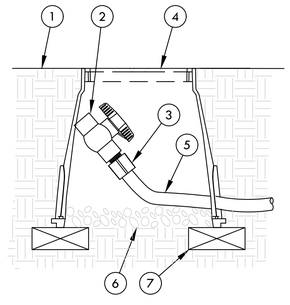
NOTE:
1. THE TOTAL LENGTH OF ALL INTERCONNECTED DRIP LINE OFF A SINGLE PVC SUPPLY LINE CONNECTION OR A SINGLE RUN OF DRIPLINE SHALL NOT EXCEED 300 FT.
2. INSTALL DRIPLINE 2-4" BELOW GRADE AND STAKE DOWN EVERY 4' OR AS REQUIRED.

4 HLD DRIPLINE ODD CURVE LAYOUT
SCALE: NONE



1. UPC APPROVED SCHEDULE 40 PVC TEE, ELBOW OR BARB x THREAD DRIP FITTING TEE OR ELBOW WITH 3/4" OUTLET.
2. 1/2" X 3/4" X 6" HUNTER SWING JOINT (SJ-7506)
3. ECO INDICATOR
4. FINISHED GRADE
5. MULCH
6. PVC LATERAL PIPE OR DRIPLINE

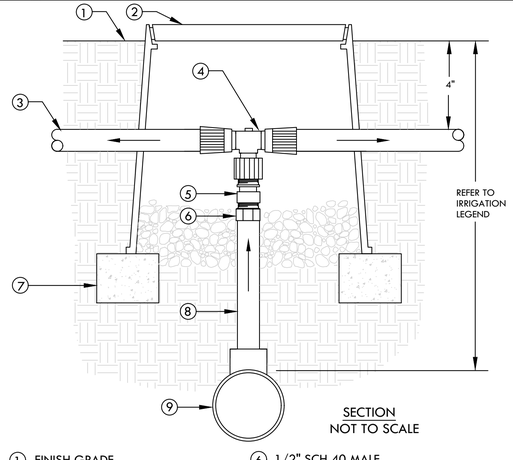
5 DRIPLINE OPERATION INDICATOR
SCALE: NONE



NOTE:
ALLOW A MINIMUM OF PVC HOSE IN VALVE BOX IN ORDER TO DIRECT FLUSHED WATER OUTSIDE VALVE BOX.

1. FINISH GRADE
2. 1/2" SCH 40 THREADED BALL VALVE.
3. 1/2" SCH 40 MALE ADAPTER.
4. 6" ROUND PLASTIC VALVE BOX.
5. 1" IPS PVC HOSE FROM EXHAUST HEADER.
6. PEA GRAVEL SUMP (6" DEEP).
7. BRICK (1 OF 2)

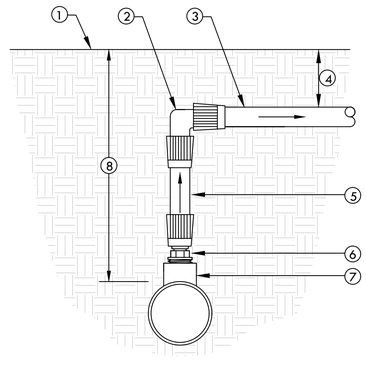
6 DRIPLINE-FLUSH POINT
SCALE: NONE



SECTION
NOT TO SCALE

1. FINISH GRADE
2. CARSON 708 OR EQUAL. COLOR: BLACK. USE PURPLE FOR RECYCLED WATER SYSTEMS.
3. DRIPLINE TUBING
4. HUNTER PLD-TEE X 1/2" FPT ADAPTER
5. TORO 1/2" CHECK VALVE (PCV-500)
6. 1/2" SCH 40 MALE ADAPTER.
7. BRICK (1 OF 2)
8. 1/2" SCH 40 PVC (LENGTH AS REQUIRED)
9. PVC LATERAL LINE SUPPLY. MINIMUM SIZE TO BE 1" UNLESS SIZED DIFFERENTLY ON DRAWINGS. USE SCH 40 PVC 1"x1"x1/2" TEE OR 90° ELBOW.

7 DRIPLINE TO PVC CONNECTION
SCALE: NONE



SECTION/ELEVATION
NOT TO SCALE

1. FINISH GRADE
2. HUNTER PLD-ELBOW (PLD-ELB)
3. DRIPLINE TUBING
4. DEPTH OF TUBING PER IRRIGATION LEGEND.
5. BLANK 5/8" [16mm] POLY TUBING, LENGTH AS NECESSARY.
6. HUNTER PLD-MPT ADAPTER (PLD-050)
7. SCH 40 PVC TEE (SxSxT) WITH 1/2" FPT OUTLET.
8. DEPTH OF PVC LATERAL LINE PER IRRIGATION LEGEND

8 DRIPLINE MANIFOLD TO ELBOW CONNECTION
SCALE: NONE

NOT FOR CONSTRUCTION

ORIGINAL SHEET SIZE: 24" X 36"

REVISIONS AND RECORD OF ISSUE:

NO.	DATE	DESCRIPTION
1.	04/28/2023	PLANNING
2.	12/04/2023	PLANNING
3		
4		
5		
6		

REGISTERED LANDSCAPE ARCHITECT JONI L. JANECKI No. 3163 Exp. 9/24/24 STATE OF CALIFORNIA

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Irrigation Consultant:
2760 Camino Diablo
Walnut Creek, CA 94597
tel 925.939.3985 | fax 925.932.5671
www.rmairrigation.com

PROJECT:
37600 HIGHWAY ONE
BIG SUR, CALIFORNIA 93940
APN: 418-111-012

SHEET TITLE:
CONCEPT IRRIGATION DETAILS

SCALE: NONE
DRAWN BY: JC
DATE: 12/04/2023

L2.4

C:\drive DWG\21-002.37600 Hwy One Residence_Rev Set\CAD\11-29-23\37600 HWY ONE IRRIGATION_NLD PERMIT.dwg, L2.4 Irrigation DET, 11/30/2023 5:17:14 PM, Jose, DWG To PDF.pc3, ARCH full bleed D (36.00 x 24.00 inches), 1:1

WATER USE ESTIMATION - 37600 Highway One Residence-Big Sur, Ca-Preliminary

WATER TYPE	POTABLE
SITE ETO=	36

Monterey

12/4/2023

REGULAR LANDSCAPE AREAS

HYDROZONE #	HYDROZONE NAME	PLANT WATER USE TYPE	PLANT FACTOR (PF)	IRRIGATION METHOD	IRRIGATION EFFICIENCY	ETAF (PF/IE)	AREA (SQ. FT) (HA)	ETAF X AREA (HA)	ETWU (GAL/YR)	ACRE FEET/ YEAR	HCF/ YEAR	PERCENTAGE OF LANDSCAPE
1	Monterey Cypress Understory	MOD	0.5	DRIP	0.81	0.62	7,780	**4,802**	107,191	0.33	143.30	46%
2	Coastal and Drought Tolerant Adapted Planting	LOW	0.3	DRIP	0.81	0.37	8,914	**3,301**	73,689	0.23	98.51	52%
3	POOL/COVER	MOD				0.62	384					2%
					TOTALS		**17,078**	**8,341**	**186,171**	**0.57**	**248.89**	**100%**

SPECIAL LANDSCAPE AREAS

HYDROZONE #	HYDROZONE NAME											
					1							0%
					TOTALS		0					**0%**

MAWA	**GALLONS/YR**	**209,650**
	ACRE FEET/YR	**0.64**
	HCF/YR	**280.28**

ETWU	**GALLONS/YR**	**186,171**
	ACRE FEET/YR	**0.57**
	HCF/YR	**248.89**

SITE IRRIGATION EFFICIENCY	SITE PLANT FACT0R	MAWA COMPLIANT
81.0%	**0.40**	**YES**

ETAF Calculations	
REGULAR LANDSCAPE AREAS	
TOTAL ETAF x AREA	8,341
TOTAL AREA	17,078
AVG. ETAF	48.84%

MAWA FORMULA

MAXIMUM APPLIED WATER ALLOWANCE (MAWA) GALLONS PER YEAR

MAWA = (ETo)(0.62)[(LA x 0.55) + (0.45 x SLA)]

ETo = REFERENCE EVAPOTRANSPIRATION

0.45= ET ADJUSTMENT FACTOR

LA=LANDSCAPED AREA (SQUARE FEET)

0.62 = CONVERSION FACTOR (GALLONS/SQ.FT/YR)

ETWU FORMULA

ESTIMATED TOTAL WATER USE (ETWU) GALLONS PER YEAR

ETWU= ((ETO)(.62)(ETAF x LA))

ETo = REFERENCE EVAPOTRANSPIRATION

PF = PLANT FACTOR FOR HYDROZONES

HA = HYDROZONE AREA (SQ.FT)

0.62 = CONVERSION FACTOR (GALLONS/SQ.FT/YR)

IE = IRRIGATION EFFICIENCY (0.81)-BUBBLER/DRIP

IE = IRRIGATION EFFICIENCY (0.75)-ROTORS/SPRAY

NOT FOR CONSTRUCTION

ORIGINAL SHEET SIZE: 24" X 36"

REVISIONS AND RECORD OF ISSUE:

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4		
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6		

REGISTERED LANDSCAPE ARCHITECT JONI L. JANECKI No. 3163 Exp. 9/24/24 STATE OF CALIFORNIA

JONI L JANECKI & ASSOCIATES
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tel 925.939.3985 | fax 925.932.5671
www.rmairrigation.com

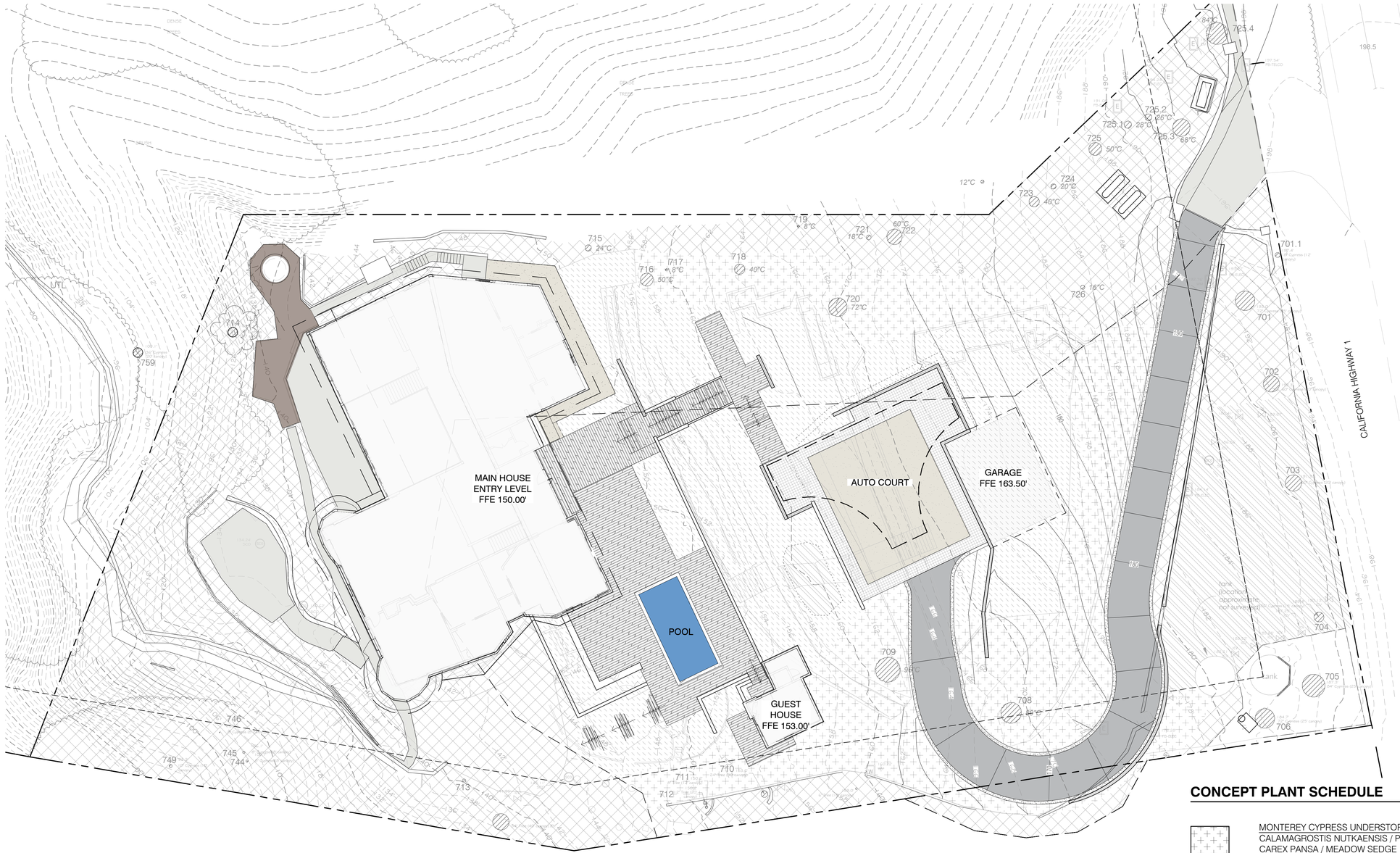
PROJECT:
37600 HIGHWAY ONE
BIG SUR, CALIFORNIA 93940
APN: 418-111-012

SHEET TITLE:
CONCEPT IRRIGATION WATER CALCULATION

SCALE: NONE
DRAWN BY: JC
DATE: 12/04/2023

L2.5

C:\Users\DWG\21.002.37600 Highway One-Residence-Big Sur\CAD\L1-24-23-37600 HWY ONE IRRIGATION_NLD PERMIT.dwg, L2.5 irrigation WC, 11/30/2023 5:19:47 PM, Joni, DWG To PDF.pc3, ARCH full bleed D (36.00 x 24.00 Inches), 1:1



LEGEND

- PROPERTY LINE
- SETBACK/EASEMENT
- BUILDING SETBACK
- TREE TAG NUMBER
- EXISTING TREE TO REMAIN AND PROTECT IN PLACE
- EXISTING LANDSCAPE TO REMAIN
- PROPOSED MONTEREY CYPRESS UNDERSTORY, SEE CONCEPT PLANT SCHEDULE, THIS SHEET
- PROPOSED COASTAL AND DROUGHT TOLERANT ADAPTED PLANTING, SEE CONCEPT PLANT SCHEDULE, THIS SHEET
- PROPOSED OWTS DISPERSAL AREA, SEE CONCEPT PLANT SCHEDULE, THIS SHEET

NOTES:

1. PER BIOLOGICAL ASSESSMENT OF 37600 HIGHWAY ONE IN BIG SUR, CALIFORNIA, PREPARED BY PATRICK REGAN AT REGAN BIOLOGICAL & HORTICULTURAL CONSULTING, DATED FEBRUARY 3, 2023, DELAIREA ODORATA (CAPE-IVY) IS A SIGNIFICANT INVASIVE PLANT INTRODUCED HERE FROM SOUTH AFRICA AND REQUIRES AGGRESSIVE VIGILANCE TO CONTROL AND KEEP FROM SPREADING FURTHER. ECHIUM FASTUOSUM OR CANDICANS (PRIDE OF MADEIRA) IS LESS NOXIOUS BUT BECOMING A GREATER PEST, NATURALIZING ALONG THE CENTRAL COAST. IT IS PLANTED IN SEVERAL PLACES THROUGHOUT THE LANDSCAPE. OTHER INVASIVES THAT SHOULD BE MANAGED SO THEY DO NOT SPREAD INTO DISTURBED SOILS DURING THE DEMOLITION AND REBUILD INCLUDE CONIUM MACULATUM (POISON HEMLOCK), TROPAEOLUM MAJUS (NASTURTIUM), HELICHRYSUM PETIOLARE (LICORICE PLANT), HEDERA HELIX (ENGLISH IVY), AND ZANTEDESCHIA AETHIOPICA (CALLA LILY). SOME OF THESE SPECIES HAVE LONG BEEN USED AS EASILY ADAPTED LANDSCAPE PLANTS ON THE CENTRAL COAST AND HAVE ONLY MORE RECENTLY BEEN IDENTIFIED AS INVASIVE. A FOCUSED EFFORT TO REMOVE THE INVASIVE SPECIES, TO KEEP THEM FROM SPREADING FURTHER INTO WILDLANDS, WOULD BE A BENEFICIAL PART OF THE LANDSCAPE PLAN FOR THE NEW AND REVISED LANDSCAPE AREAS.

0' 4' 8' 16' 32'
SCALE: 1/16"=1'-0"

CONCEPT PLANT SCHEDULE

MONTEREY CYPRESS UNDERSTORY	WATER USE
CALAMAGROSTIS NUTKAENSIS / PACIFIC REED GRASS	MODERATE
CAREX PANSA / MEADOW SEDGE	MODERATE
CEANOTHUS SPP. / WILD LILAC	LOW
CORETHROGYNE FILAGINIFOLIA / CALIFONIA ASTER	LOW
ERIGERON GLAUCUS / SEASIDE DAISY	LOW
IRIS DOUGLASIANA / DOUGLAS IRIS	LOW
POLYSTICHUM MUNITUM / WESTERN SWORD FERN	MODERATE
SATUREJA DOUGLASII / YERBA BUENA	LOW
VACCINIUM OVATUM / EVERGREEN HUCKLEBERRY	MODERATE

COASTAL AND DROUGHT TOLERANT ADAPTED PLANTING	WATER USE
ARTEMISIA CALIFORNICA / CALIFORNIA SAGEBRUSH	LOW
ASTRAGALUS NUTTALLII VAR. NUTTALLII / NUTTALL'S MILKVETCH	LOW
CAREX PANSA / MEADOW SEDGE	MODERATE
CASTILLEJA LATIFOLIA / MONTEREY INDIAN PAINTBRUSH	LOW
CEANOTHUS SPP. / CALIFORNIA WILD LILAC	LOW
CORETHROGYNE FILAGINIFOLIA / CALIFONIA ASTER	LOW
DANTHONIA CALIFORNICA / CALIFORNIA OATGRASS	MODERATE
DUDLEYA CAESPITOSA / SEA LETTUCE	LOW
ERIGERON GLAUCUS / SEASIDE DAISY	LOW
ERIOGONUM LATIFOLIUM / COAST BUCKWHEAT	LOW
ERIOPHYLLUM STAECHADIFOLIUM / LIZARD-TAIL	LOW
IRIS DOUGLASIANA / DOUGLAS IRIS	LOW

OWTS DISPERSAL AREA AND BIORETENTION BASIN	WATER USE
CAREX PANSA / MEADOW SEDGE	MODERATE
MIMULUS GUTTATUS / SEEP MONKEYFLOWER	MODERATE

NOT FOR CONSTRUCTION

ORIGINAL SHEET SIZE: 24" X 36"

REVISIONS AND RECORD OF ISSUE:		
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2.	12/04/2023	PLANNING
3.	01/26/2024	PLANNING
4.		
5.		
6.		

REGISTERED LANDSCAPE ARCHITECT
JONI L. JANECKI
No. 3163
Exp. 11/24/24
STATE OF CALIFORNIA

JONI L. JANECKI & ASSOCIATES
515 SWIFT ST. SANTA CRUZ CA 95060
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California Landscape Architect License 3163

PROJECT:
37600 HIGHWAY ONE
BIG SUR, CALIFORNIA 93940
APN: 418-111-012

SHEET TITLE:
CONCEPT PLANTING PLAN AND SCHEDULE

SCALE: 1/16"=1'-0"
DRAWN BY: MO
DATE: 01/26/2024

L3.0

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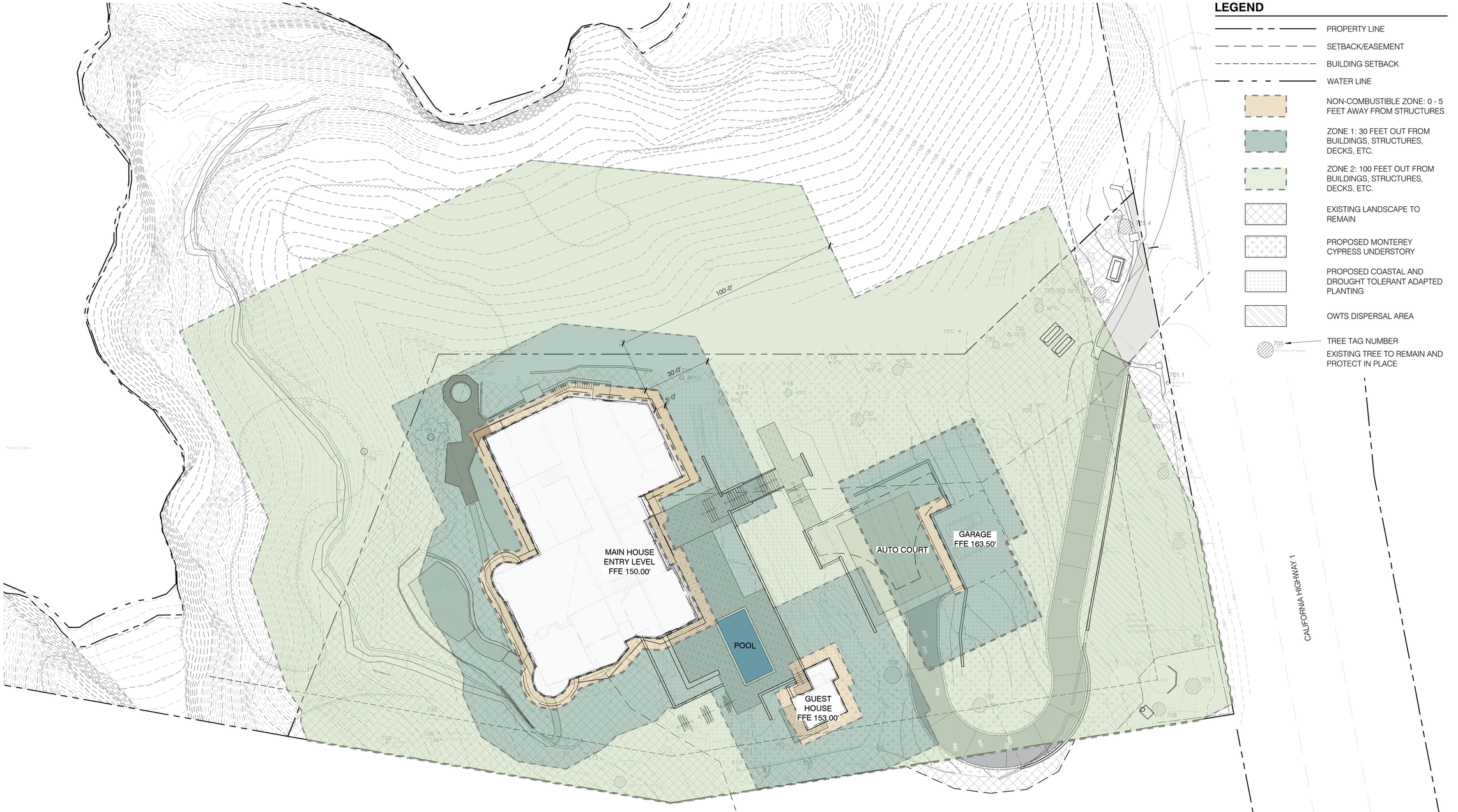

LEGEND

- PROPERTY LINE
- SETBACK/EASEMENT
- BUILDING SETBACK
- WATER LINE
- NON-COMBUSTIBLE ZONE: 0 - 5 FEET AWAY FROM STRUCTURES
- ZONE 1: 30 FEET OUT FROM BUILDINGS, STRUCTURES, DECKS, ETC.
- ZONE 2: 100 FEET OUT FROM BUILDINGS, STRUCTURES, DECKS, ETC.
- EXISTING LANDSCAPE TO REMAIN
- PROPOSED MONTEREY CYPRESS UNDERSTORY
- PROPOSED COASTAL AND DROUGHT TOLERANT ADAPTED PLANTING
- OWTS DISPERSAL AREA
- 705 TREE TAG NUMBER
  EXISTING TREE TO REMAIN AND PROTECT IN PLACE

NOT FOR CONSTRUCTION

ORIGINAL SHEET SIZE: 24" X 36"

REVISIONS AND RECORD OF ISSUE:

NO.	DATE	DESCRIPTION
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2.	12/04/2023	PLANNING
3.	01/26/2024	PLANNING
4.		
5.		
6.		

REGISTERED LANDSCAPE ARCHITECT
JONI L. JANECKI
No. 3163
Exp. 12/31/24
STATE OF CALIFORNIA

JONI L.JANECKI & ASSOCIATES
515 SWIFT ST. SANTA CRUZ CA 95060
PHONE 831.423.6049 | WWW.JLJA.COM
California Landscape Architect License 3163

PROJECT:
37600 HIGHWAY ONE
BIG SUR, CALIFORNIA 93940
APN: 418-111-012

SHEET TITLE:
FUEL MANAGEMENT PLAN

SCALE: 1"=20'-0"
DRAWN BY: MO
DATE: 01/26/2024

L4.0

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FUEL MANAGEMENT NOTES

ZONE 1

ZONE 1 EXTENDS 30 FEET OUT FROM BUILDINGS, STRUCTURES, DECKS, ETC.

- MAINTAIN A NONCOMBUSTIBLE ZONE 0-5 FEET AWAY FROM STRUCTURES.
- REMOVE ALL DEAD PLANTS, GRASS AND WEEDS (VEGETATION).
- REMOVE DEAD OR DRY LEAVES AND PINE NEEDLES FROM YOUR YARD, ROOF AND RAIN GUTTERS.
- TRIM TREES REGULARLY TO KEEP BRANCHES A MINIMUM OF 10 FEET FROM OTHER TREES.
- REMOVE BRANCHES THAT HANG OVER YOUR ROOF AND KEEP DEAD BRANCHES 10 FEET AWAY FROM YOUR CHIMNEY.
- RELOCATE WOOD PILES INTO ZONE 2.
- REMOVE OR PRUNE FLAMMABLE PLANTS AND SHRUBS NEAR WINDOWS.
- REMOVE VEGETATION AND ITEMS THAT COULD CATCH FIRE FROM AROUND AND UNDER DECKS.
- CREATE A SEPARATION BETWEEN TREES, SHRUBS AND ITEMS THAT COULD CATCH FIRE, SUCH AS PATIO FURNITURE, WOOD PILES, SWING SETS, ETC.

ZONE 2

ZONE 2 EXTENDS 100 FEET OUT FROM BUILDINGS, STRUCTURES, DECKS, ETC.

- CUT OR MOW ANNUAL GRASS DOWN TO A MAXIMUM HEIGHT OF 4 INCHES.
- CREATE HORIZONTAL SPACING BETWEEN SHRUBS AND TREES.
- CREATE VERTICAL SPACING BETWEEN GRASS, SHRUBS AND TREES.
- REMOVE ALL DEAD TREES.
- REMOVE FALLEN LEAVES, NEEDLES, TWIGS, BARK, CONES, AND SMALL BRANCHES. HOWEVER, THEY MAY BE PERMITTED TO A DEPTH OF 3 INCHES.

PLANT AND TREE SPACING

THE SPACING BETWEEN GRASS, SHRUBS, AND TREES IS CRUCIAL TO REDUCE THE SPREAD OF WILDFIRES. THE SPACING NEEDED IS DETERMINED BY THE TYPE AND SIZE OF BRUSH AND TREES, AS WELL AS THE SLOPE OF THE LAND. FOR EXAMPLE, A PROPERTY ON A STEEP SLOPE WITH LARGER VEGETATION REQUIRES GREATER SPACING BETWEEN TREES AND SHRUBS THAN A LEVEL PROPERTY THAT HAS SMALL, SPARSE VEGETATION.

VERTICAL SPACING

REMOVE ALL TREE BRANCHES AT LEAST 6 FEET FROM THE GROUND.

ALLOW EXTRA VERTICAL SPACE BETWEEN SHRUBS AND TREES. LACK OF VERTICAL SPACE CAN ALLOW A FIRE TO MOVE FROM THE GROUND TO THE BRUSH TO THE TREETOPS LIKE A LADDER.
TO DETERMINE THE PROPER VERTICAL SPACING BETWEEN SHRUBS AND THE LOWEST BRANCHES OF TREES, USE THE FORMULA 3X THE HEIGHT OF THE SHRUB TO OBTAIN THE VERTICAL CLEARANCE.
EXAMPLE: A FIVE-FOOT SHRUB IS GROWING NEAR A TREE. $3 \times 5 = 15$ FEET OF CLEARANCE NEEDED BETWEEN THE TOP OF THE SHRUB AND THE LOWEST TREE BRANCH.

HORIZONTAL SPACING

HORIZONTAL SPACING DEPENDS ON THE SLOPE OF THE LAND AND THE HEIGHT OF THE SHRUBS OR TREES. SHRUB SPACING GENERALLY WOULD BE A MULTIPLIER OF HEIGHT WITH TREES BEING IN MULTIPLIERS OF 10 FEET. ON A FLAT TO MID-SLOPE (0-20%) DISTANCE BETWEEN SHRUBS OR TREES SHOULD GENERALLY BE 2X THE SHRUB HEIGHT BETWEEN PLANTS. EXAMPLE: A 4-FOOT SHRUB SHOULD HAVE 8 FEET IN BETWEEN PLANTS AND TREES SHOULD 10 FEET BETWEEN TREE CROWNS.

NOT FOR CONSTRUCTION

ORIGINAL SHEET SIZE: 24" X 36"

REVISIONS AND RECORD OF ISSUE:

NO.	DATE	DESCRIPTION
1	04/28/2023	PLANNING
2	12/04/2023	PLANNING
3	01/26/2024	PLANNING
4		
5		
6		

REGISTERED LANDSCAPE ARCHITECT JONI L. JANECKI No. 3163 Exp. 9/24/24 STATE OF CALIFORNIA

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515 SWIFT ST., SANTA CRUZ CA 95060
PHONE 831.423.6049 | WWW.JLJA.COM
California Landscape Architect License 3163

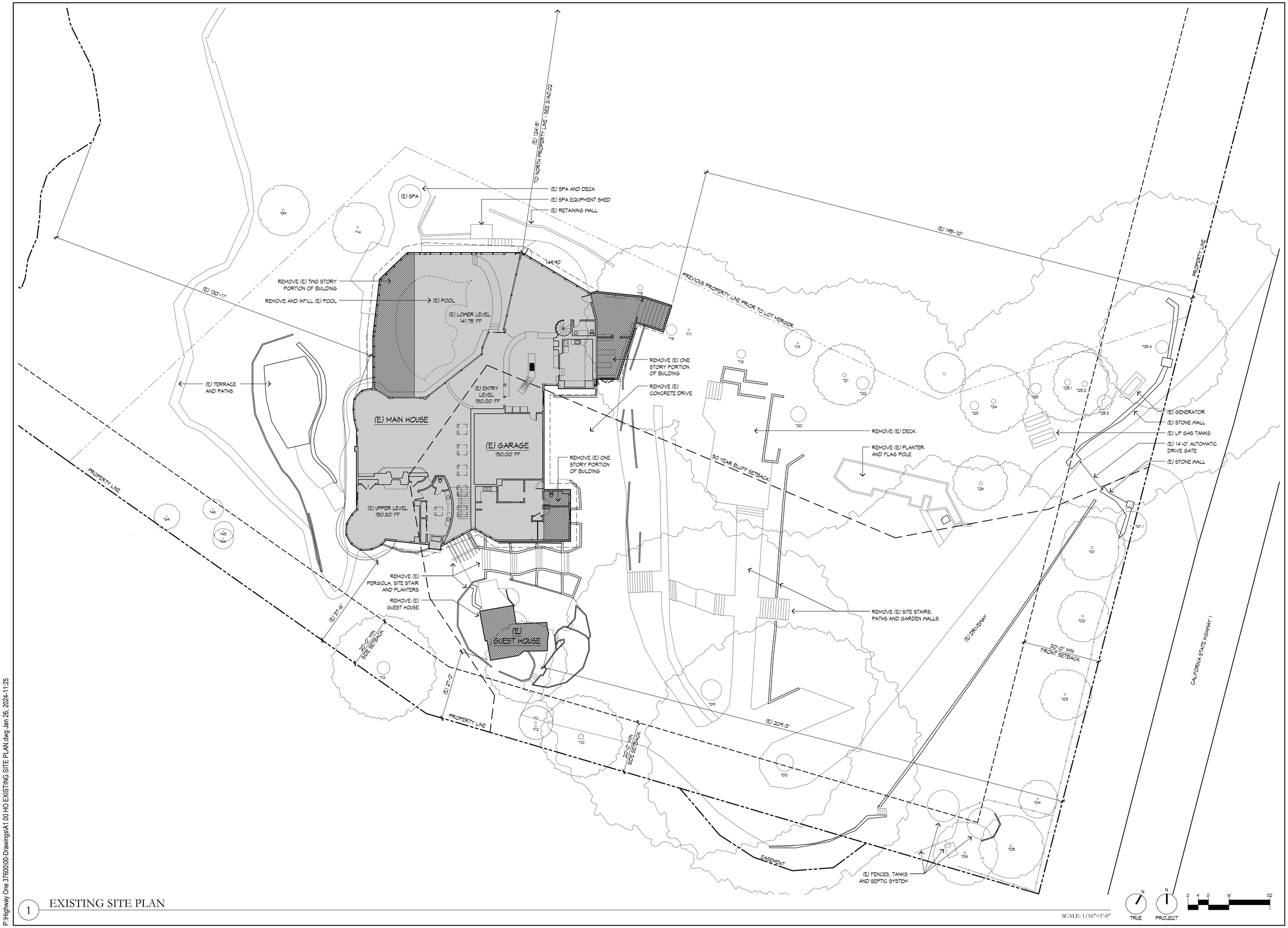
PROJECT:
37600 HIGHWAY ONE
BIG SUR, CALIFORNIA 93940
APN: 418-111-012

SHEET TITLE:
FUEL MANAGEMENT NOTES

SCALE: -
DRAWN BY: MO
DATE: 01/26/2024

L4.1

T:\PROJECTS\BIGSUR\DITA\JJ22-270.37600 Hwy One\Drawings\37600 HWY ONE LANDSCAPE FIREMIT.dwg, L4.1 Fuel Management Notes, 1/25/2024 2:08:18 PM, Mouki Onnaiana, DWG To PDF.pc3, ARCH full bleed D (36.00 x 24.00 Inches), 1:1



1 EXISTING SITE PLAN

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37600 HIGHWAY ONE

BIG SUR, CA 93920

APN: 418-111-012

DRAWN BY:	LP
DATE:	ISSUE:
04.28.23	PLANNING
12.04.23	PLANNING

EXISTING
SITE PLAN

A1.00

01.26.24

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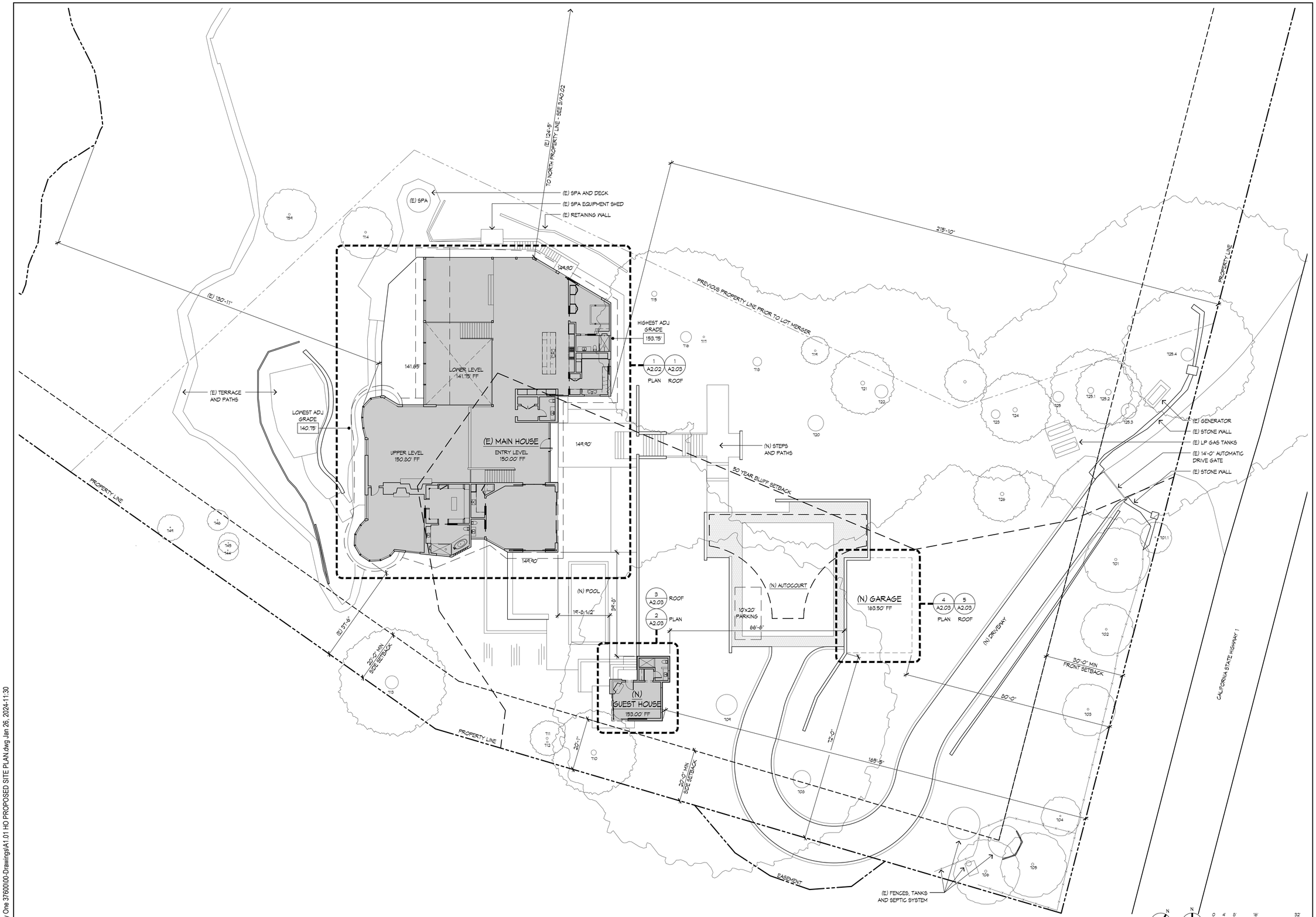

1 PROPOSED SITE PLAN

SCALE: 1/16"=1'-0"

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37600 HIGHWAY ONE

BIG SUR, CA 93920

APN: 418-111-012

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01.26.24	PLANNING

PROPOSED SITE PLAN

A1.01

01.26.24

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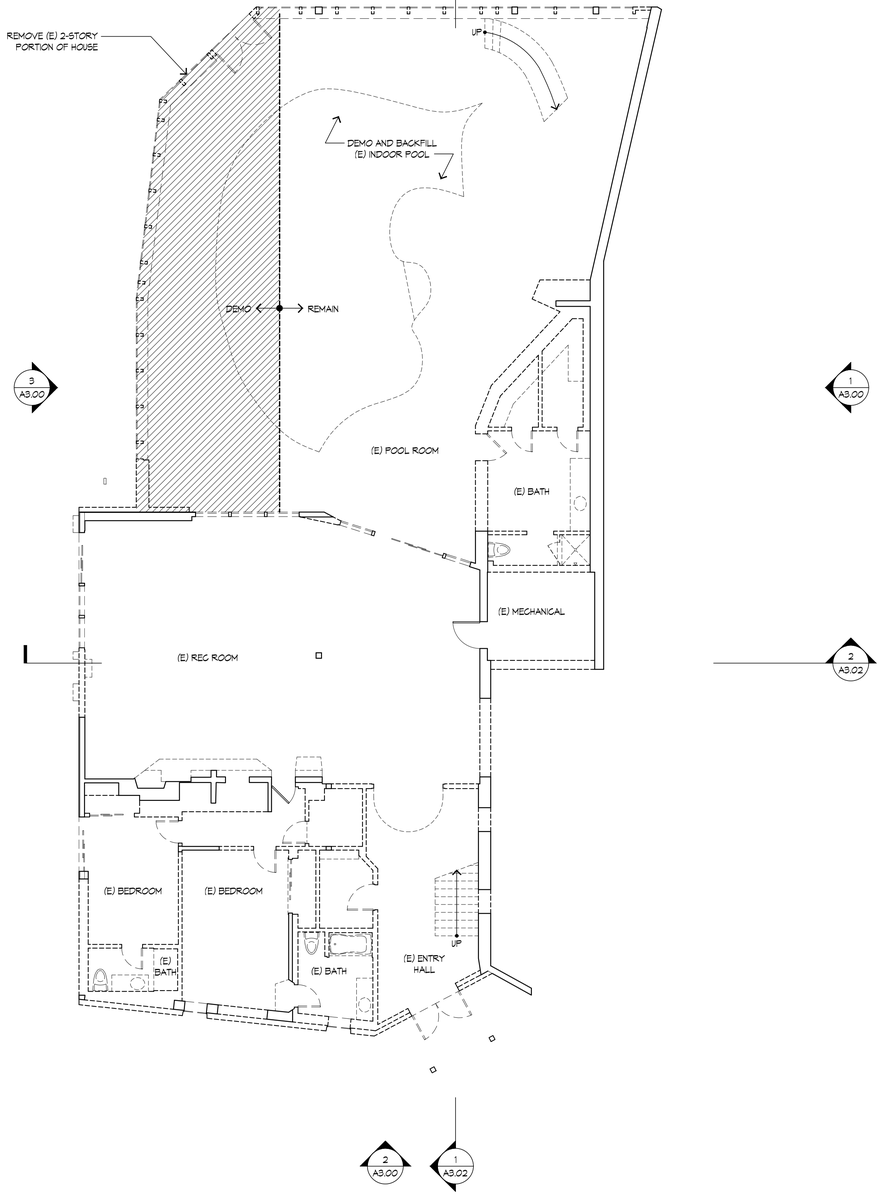
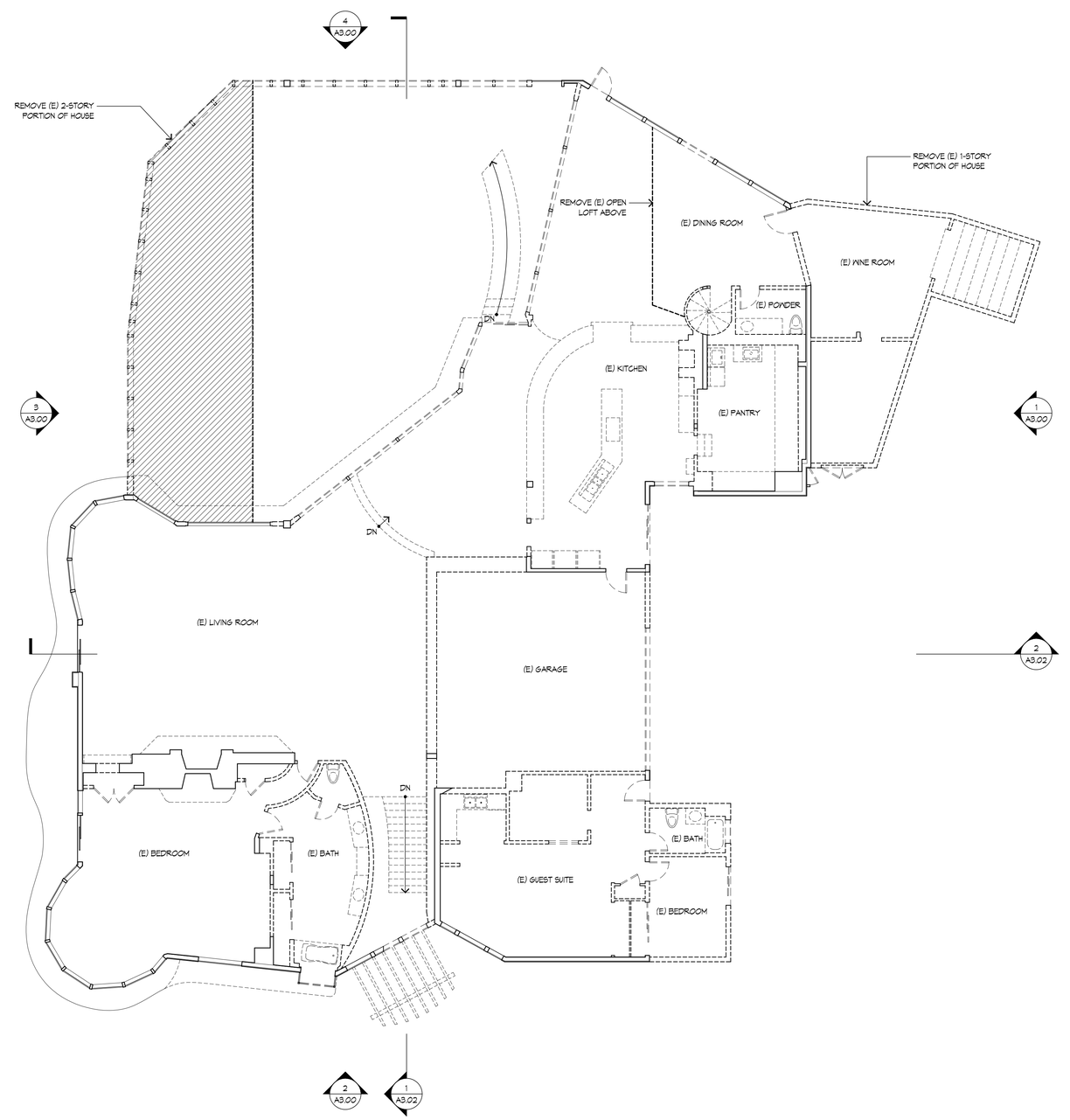


2 EXISTING / DEMOLITION LOWER LEVEL FLOOR PLAN

SCALE: 1/8"=1'-0"



1 EXISTING / DEMOLITION MAIN LEVEL FLOOR PLAN

SCALE: 1/8"=1'-0"

N TRUE

N PROJECT

0 1' 5' 10' 20'

DEMO PLAN LEGEND

- (E) WINDOW TO REMAIN
- (E) WALLS TO REMAIN
- (E) WALLS TO BE REMOVED

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37600 HIGHWAY ONE

BIG SUR, CA 93920

APN: 418-111-012

DRAWN BY:	JG
DATE:	ISSUE:
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12.04.23	PLANNING
01.26.24	PLANNING

EXISTING / DEMO FLOOR PLANS

A2.00

01.26.24

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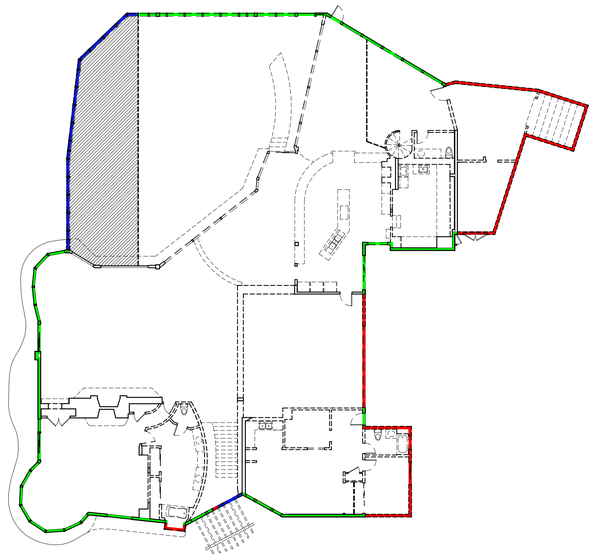
EXISTING TO BE DEMOLISHED LF:	161'-4"
EXISTING TO REMAIN LF:	250'-10"
EXISTING MAIN LEVEL TOTAL LF:	408'-2"
MAIN LEVEL DEMO %:	39.53%

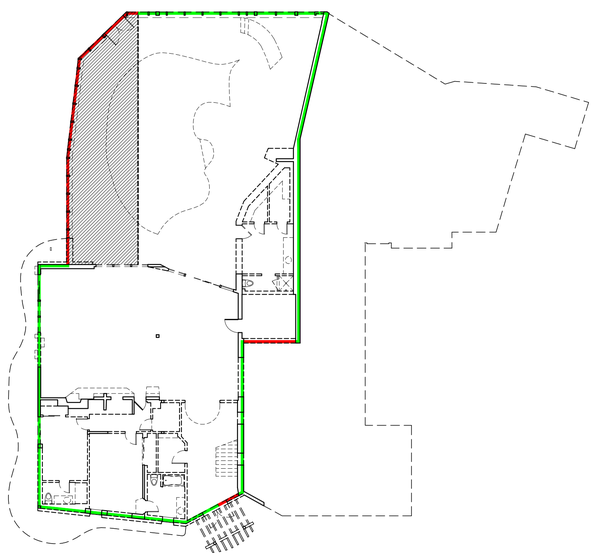
TWO STORY WALL COUNTED ON LOWER LEVEL



3 MAIN LEVEL DEMOLITION CALCULATION DIAGRAM

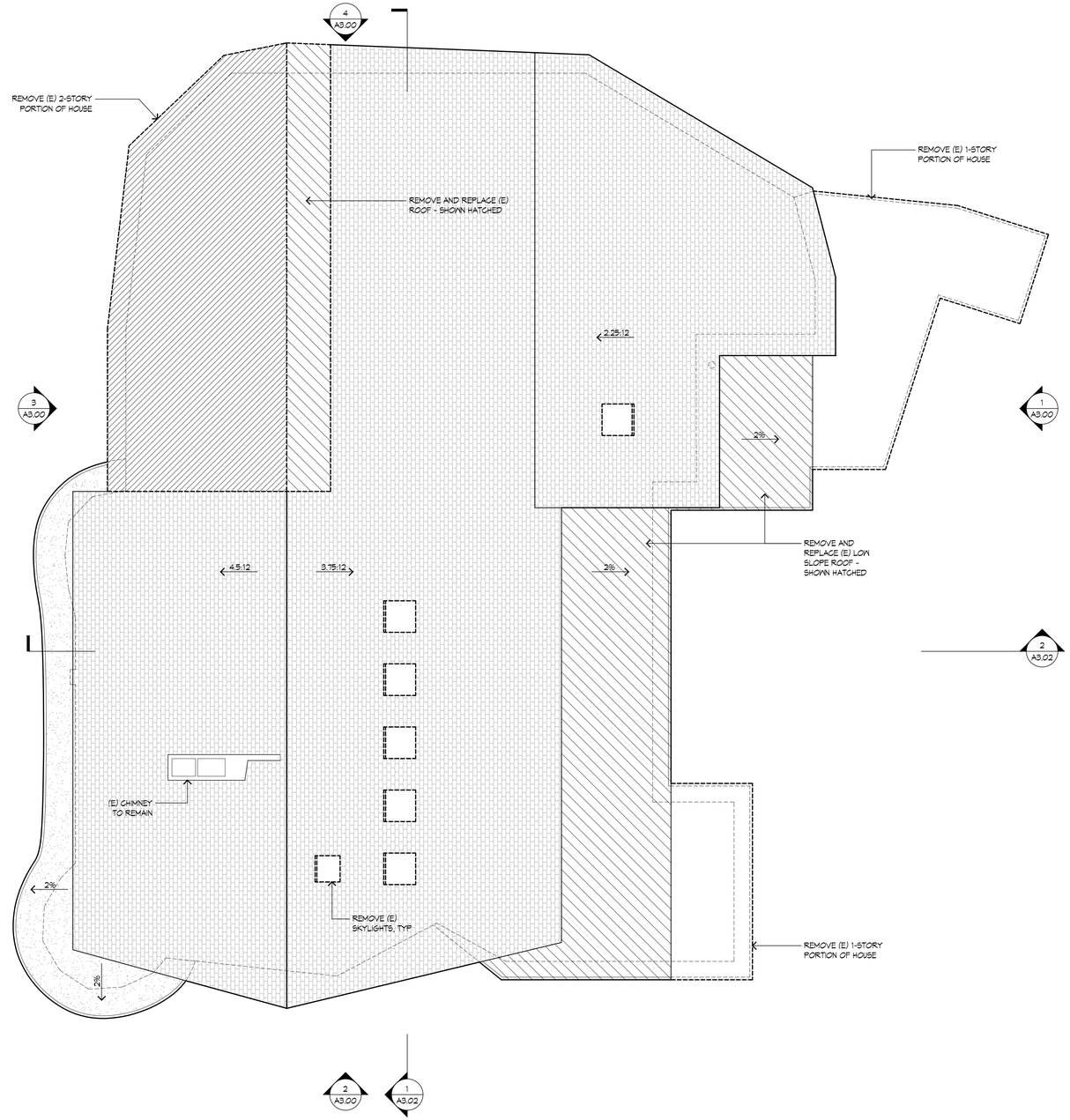
SCALE: 1/16"=1'-0"

EXISTING TO BE DEMOLISHED LF:	81'-6"
EXISTING TO REMAIN LF:	255'-0"
EXISTING LOWER LEVEL TOTAL LF:	336'-6"
LOWER LEVEL DEMO %:	24.22%



2 LOWER LEVEL DEMOLITION CALCULATION DIAGRAM

SCALE: 1/16"=1'-0"



1 EXISTING / DEMOLITION ROOF PLAN

SCALE: 1/8"=1'-0"

TRUE N PROJECT N 0 1' 2' 4' 8' 0 1' 5' 10' 20'

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37600 HIGHWAY ONE

BIG SUR, CA 93920

APN: 418-111-012

DRAWN BY:

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12.04.23	PLANNING
01.26.24	PLANNING

EXISTING / DEMO ROOF PLAN & DEMO CALC DIAGRAMS

A2.01

01.26.24

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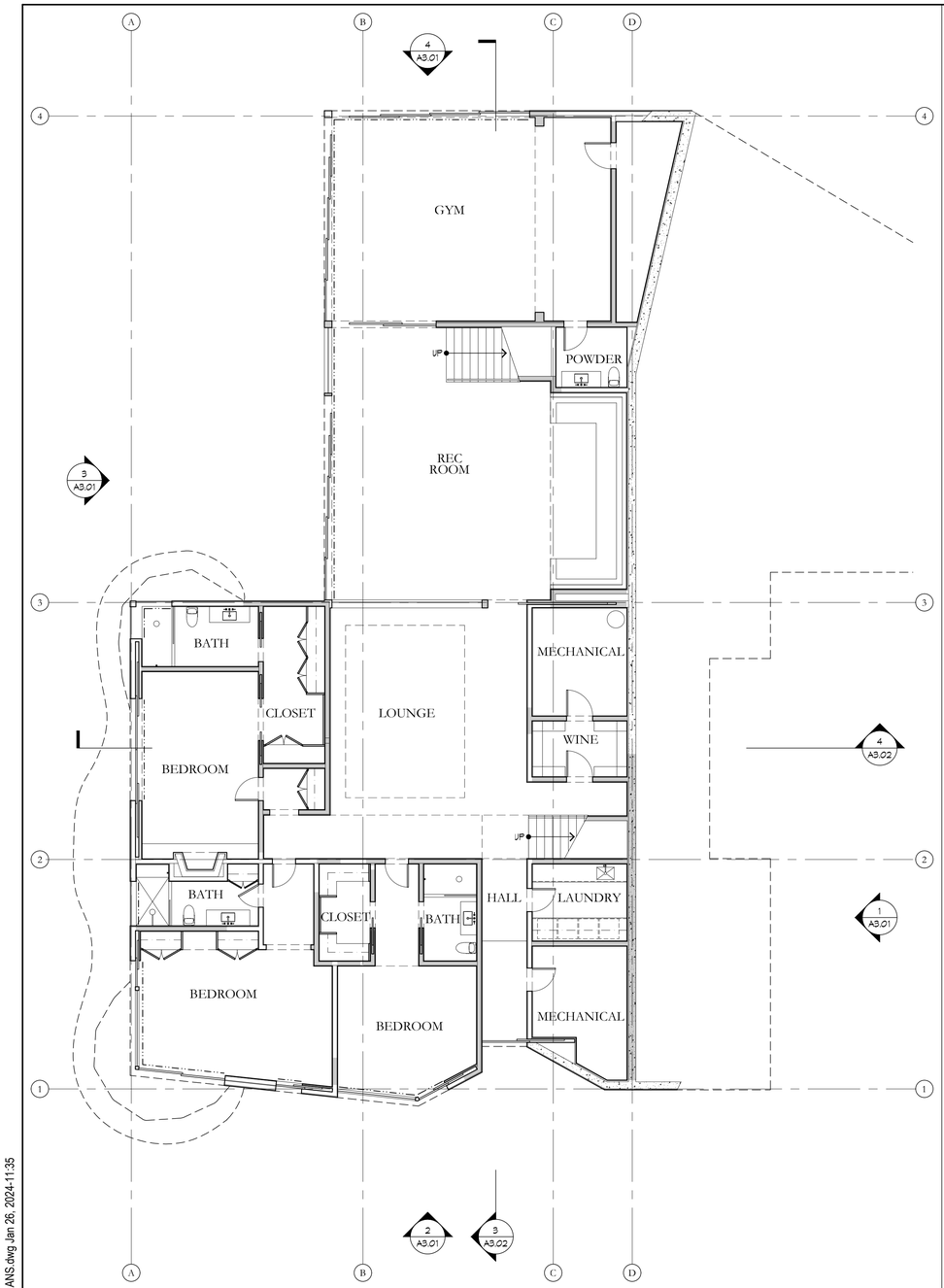
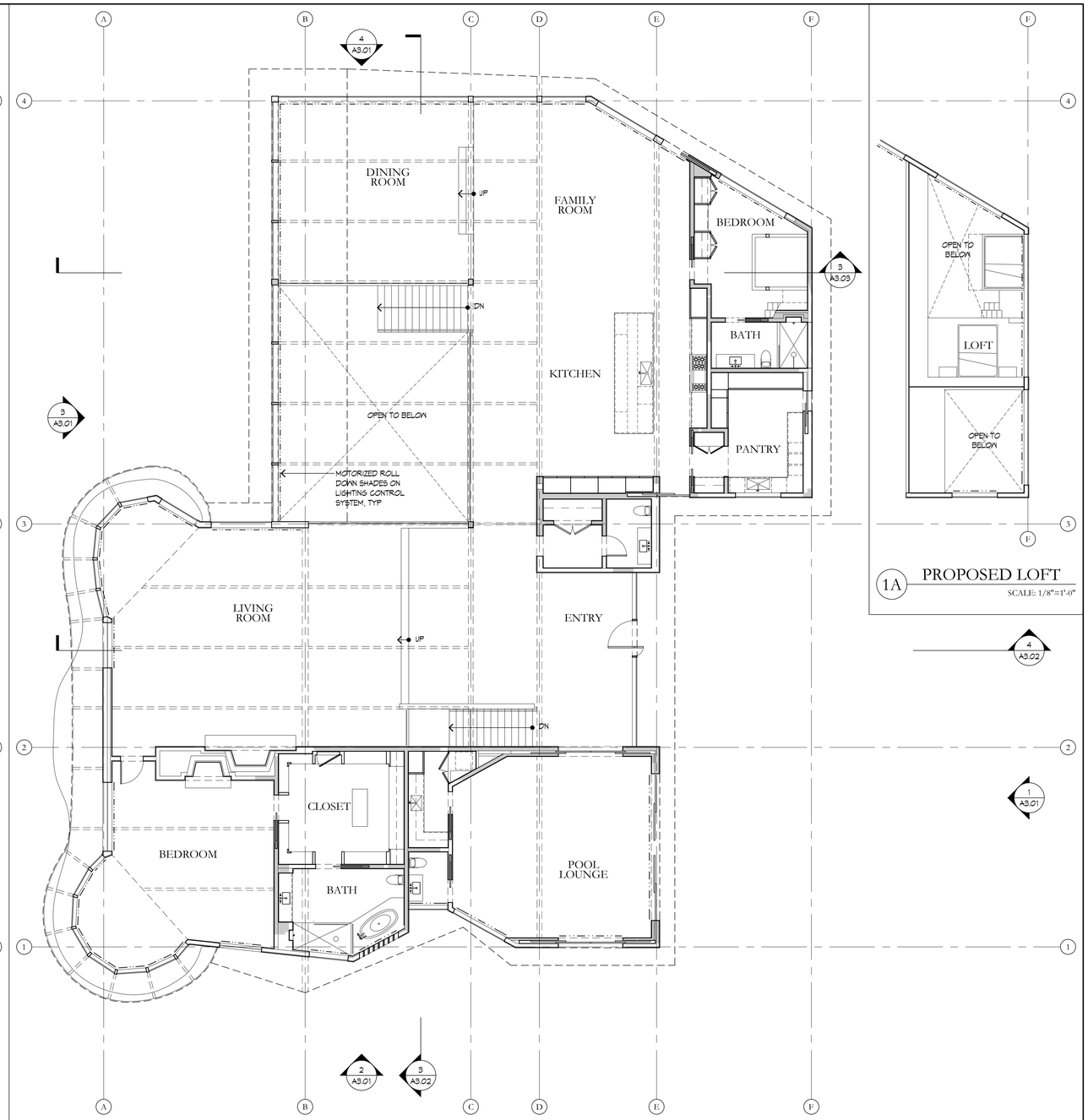


2 PROPOSED LOWER LEVEL FLOOR PLAN

SCALE: 1/8"=1'-0"



1 PROPOSED MAIN LEVEL FLOOR PLAN

SCALE: 1/8"=1'-0"

1A PROPOSED LOFT

SCALE: 1/8"=1'-0"

N TRUE

N PROJECT

0 1' 5' 10' 20'

WALL TYPE LEGEND

- (E) CONCRETE WALL TO REMAIN
- (E) STUD WALL TO REMAIN
- (N) CONCRETE WALL
- (N) 2X6 STUDS @ 16" OC, TYPICAL UON
- INTERIOR OVERHEAD CHANGE IN PLANE
- EDGE OF ROOF ABOVE

SHEET NOTES

1. SEE GENERAL NOTES ON PROJECT INFORMATION SHEET A0.01.
2. DIMENSIONS RELATING TO EXISTING CONSTRUCTION SHALL BE VERIFIED IN FIELD.
3. DIMENSIONS RELATING TO NEW CONSTRUCTION ARE TO FACE OF STUD OR CONCRETE, CENTERLINE OF COLUMN, OR CENTERLINE OF WINDOW, DOOR OR OTHER OPENING, UNLESS OTHERWISE NOTED.

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37600 HIGHWAY ONE

BIG SUR, CA 93920

APN: 418-111-012

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12.04.23	PLANNING
01.26.24	PLANNING

PROPOSED FLOOR PLANS

A2.02

01.26.24

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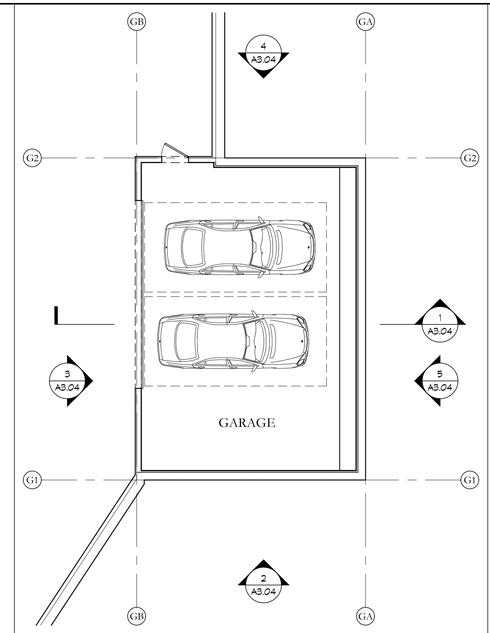
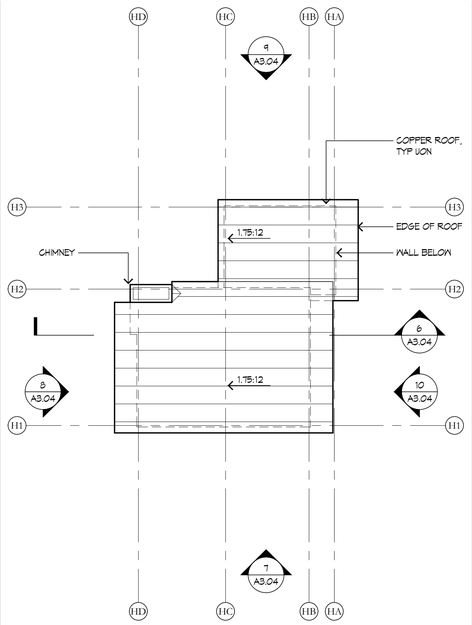


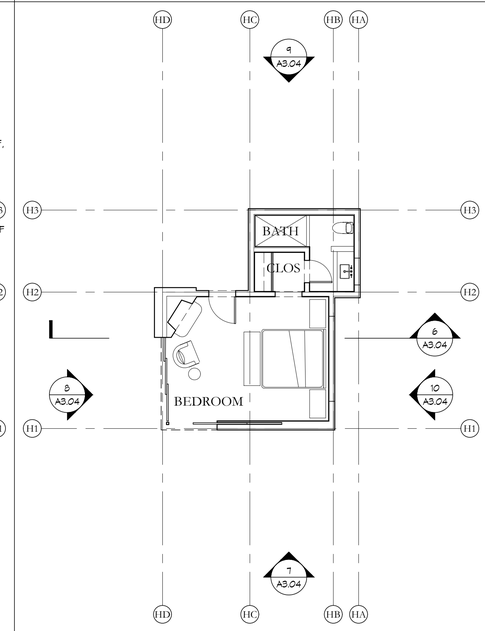
4 PROPOSED GARAGE FLOOR PLAN

SCALE: 1/8"=1'-0"



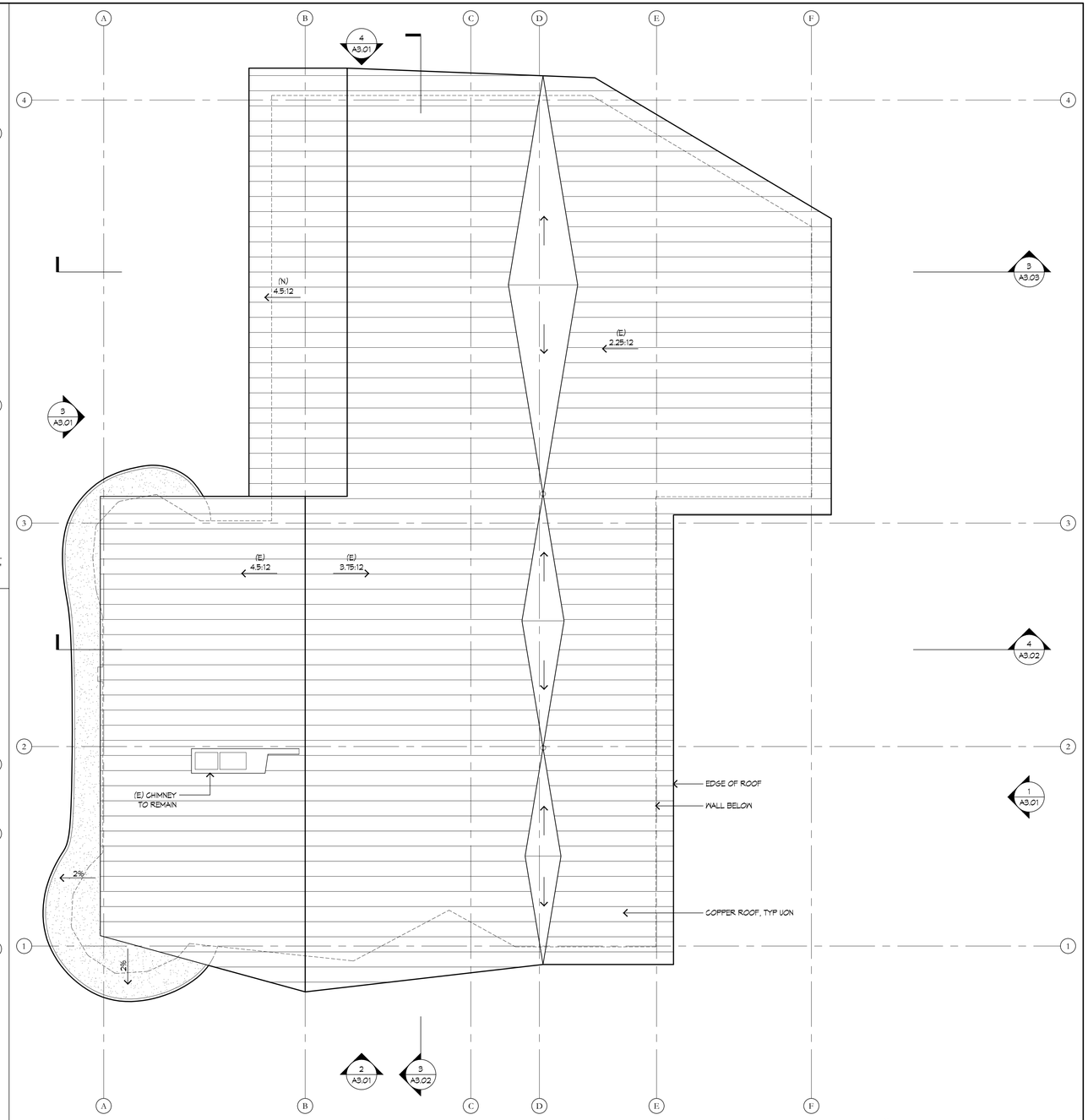
3 PROPOSED GUEST HOUSE ROOF PLAN

SCALE: 1/8"=1'-0"



2 PROPOSED GUEST HOUSE FLOOR PLAN

SCALE: 1/8"=1'-0"



1 PROPOSED ROOF PLAN

SCALE: 1/8"=1'-0"

N TRUE

N PROJECT

0 1' 5' 10' 20'

WALL TYPE LEGEND

- (E) CONCRETE WALL TO REMAIN
- (E) STUD WALL TO REMAIN
- (N) CONCRETE WALL
- (N) 2X6 STUDS @ 16" OC, TYPICAL UON
- INTERIOR OVERHEAD CHANGE IN PLANE
- EDGE OF ROOF ABOVE

SHEET NOTES

1. SEE GENERAL NOTES ON PROJECT INFORMATION SHEET A0.01.
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37600 HIGHWAY ONE

BIG SUR, CA 93920

APN: 418-111-012

DRAWN BY:

DATE:	ISSUE:
04.28.23	PLANNING
12.04.23	PLANNING
01.26.24	PLANNING

PROPOSED
FLOOR AND ROOF
PLANS

A2.03

01.26.24

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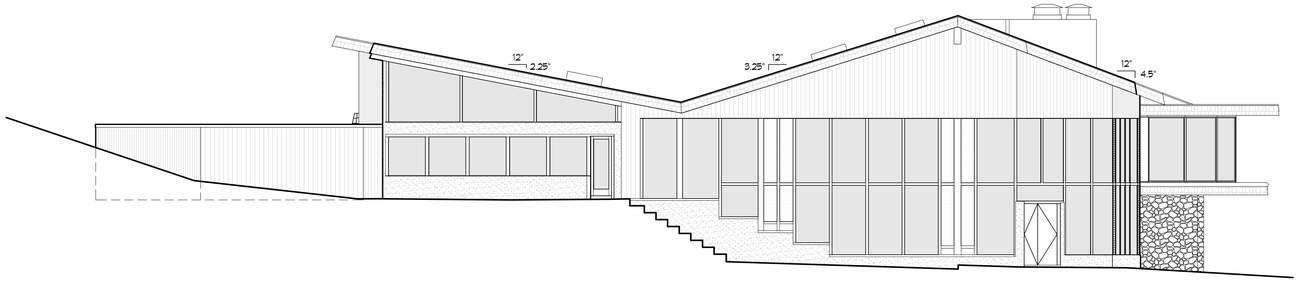


172.75' HEIGHT LIMIT
169.60' RIDGE
157.25' HIGHEST GRADE
150.00' MAIN LEVEL FF
148.75' AVG NATURAL GRADE
141.75' LOWER LEVEL FF
140.25' LOWEST GRADE

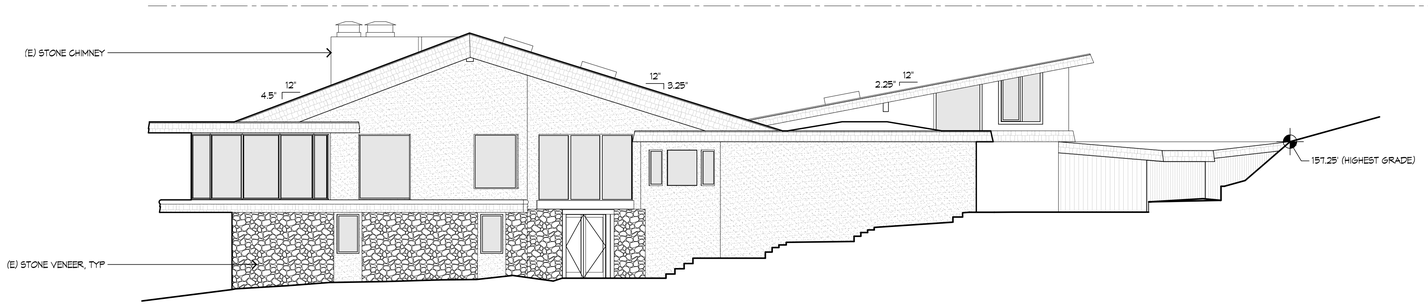
4 EXISTING NORTH ELEVATION

SCALE: 1/8"=1'-0"

172.75' HEIGHT LIMIT
169.60' RIDGE
157.25' HIGHEST GRADE
150.00' MAIN LEVEL FF
148.75' AVG NATURAL GRADE
141.75' LOWER LEVEL FF
140.25' LOWEST GRADE

3 EXISTING WEST ELEVATION

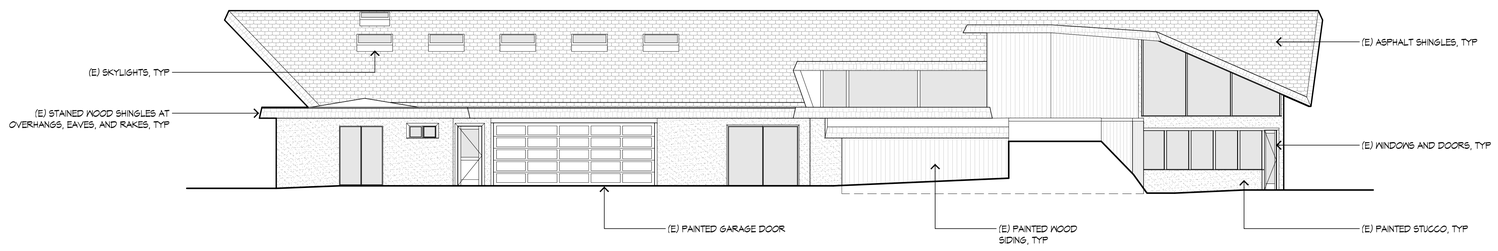
SCALE: 1/8"=1'-0"



172.75' HEIGHT LIMIT
169.60' RIDGE
24'-0"
20'-10 3/4" BUILDING HEIGHT
157.25' HIGHEST GRADE
150.00' MAIN LEVEL FF
148.75' AVG NATURAL GRADE
141.75' LOWER LEVEL FF
140.25' LOWEST GRADE

2 EXISTING SOUTH ELEVATION

SCALE: 1/8"=1'-0"



172.75' HEIGHT LIMIT
169.60' RIDGE
157.25' HIGHEST GRADE
150.00' MAIN LEVEL FF
148.75' AVG NATURAL GRADE
141.75' LOWER LEVEL FF
140.25' LOWEST GRADE

1 EXISTING EAST ELEVATION

SCALE: 1/8"=1'-0"

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37600 HIGHWAY ONE

BIG SUR, CA 93920

APN: 418-111-012

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DATE:	ISSUE:
04.28.23	PLANNING

EXISTING EXTERIOR ELEVATIONS

A3.00

01.26.24

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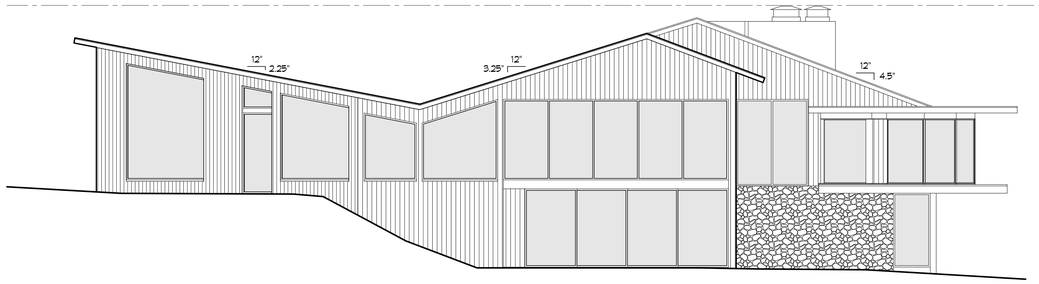
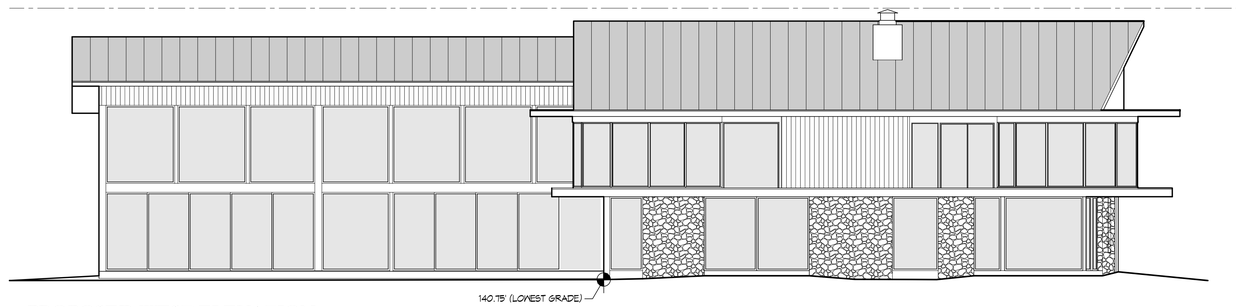


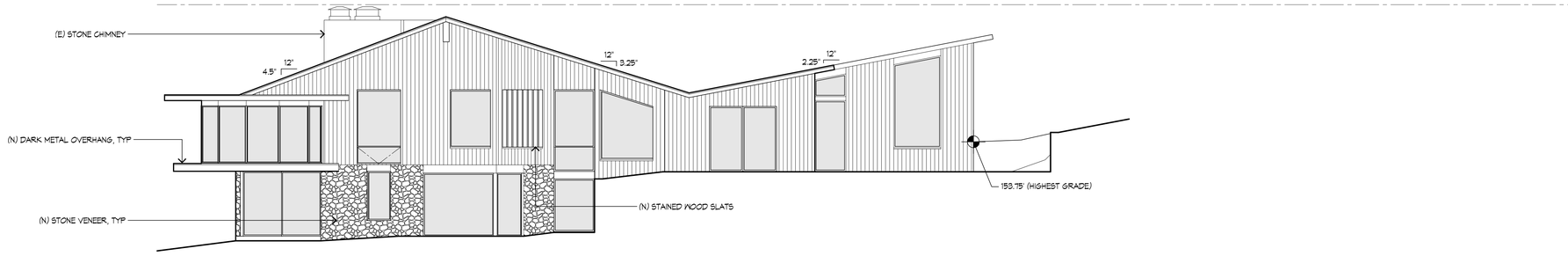
4 PROPOSED NORTH ELEVATION

SCALE: 1/8"=1'-0"



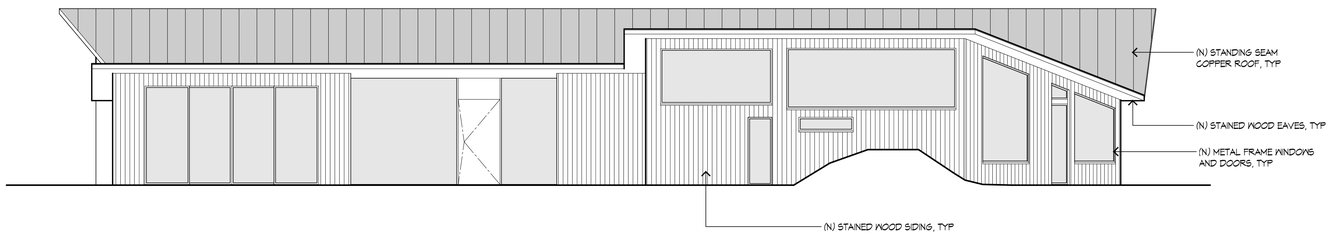
3 PROPOSED WEST ELEVATION

SCALE: 1/8"=1'-0"



2 PROPOSED SOUTH ELEVATION

SCALE: 1/8"=1'-0"



1 PROPOSED EAST ELEVATION

SCALE: 1/8"=1'-0"

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37600 HIGHWAY ONE

BIG SUR, CA 93920

APN: 418-111-012

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DATE:	ISSUE:
04.28.23	PLANNING
12.04.23	PLANNING
01.26.24	PLANNING

PROPOSED EXTERIOR ELEVATIONS

A3.01

01.26.24

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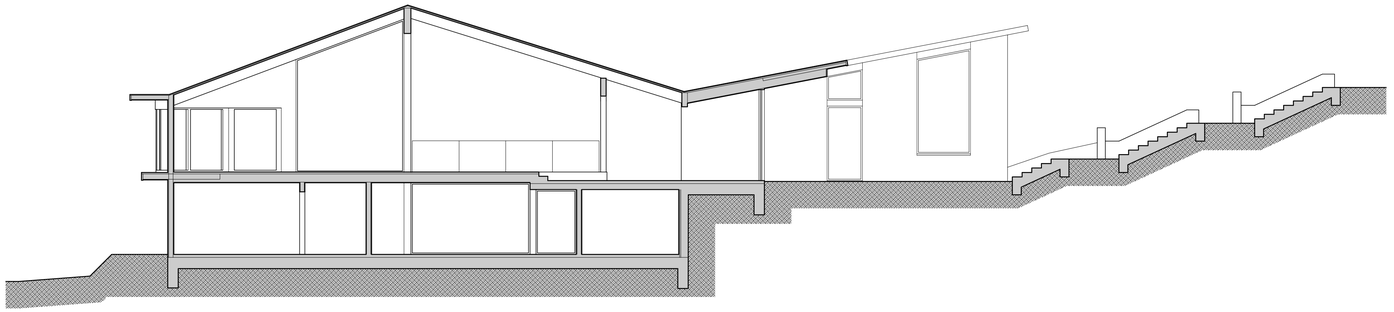

4 PROPOSED BUILDING SECTION

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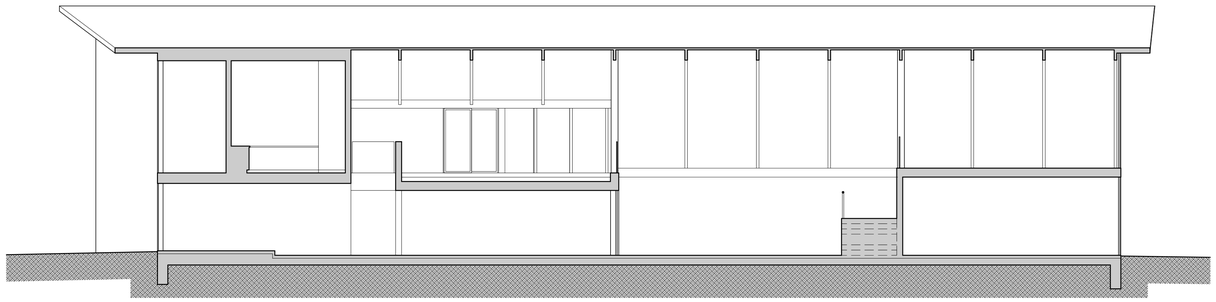

3 PROPOSED BUILDING SECTION

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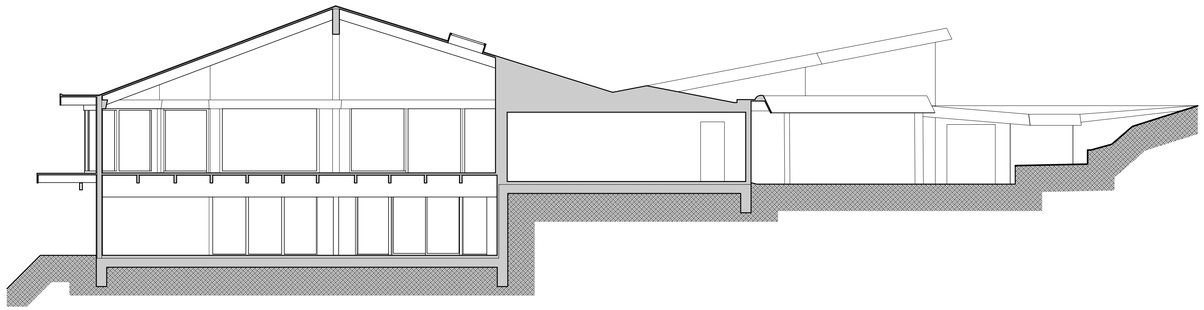

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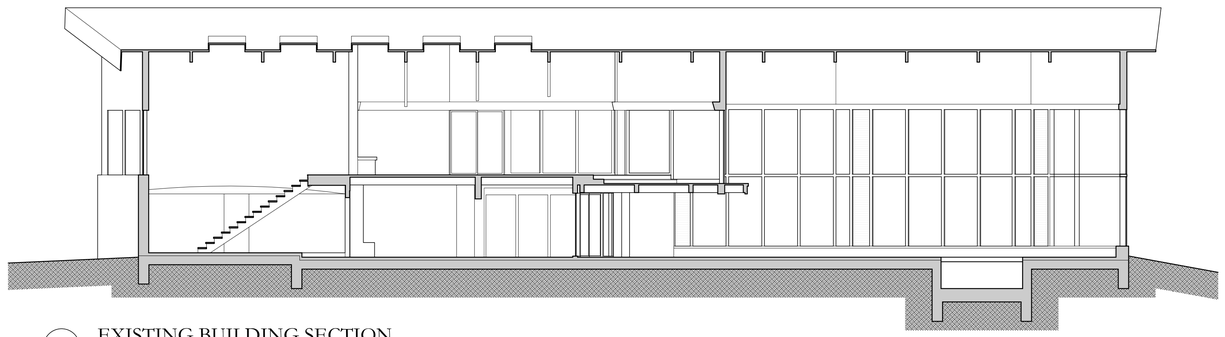

1 EXISTING BUILDING SECTION

SCALE: 1/8"=1'-0"

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LICENSED ARCHITECT
KENNETH A. LINSTEADT
STATE OF CALIFORNIA
NO. C-23100
REN. 08-31-23

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04.28.23	PLANNING

EXISTING & PROPOSED BUILDING SECTIONS

A3.02

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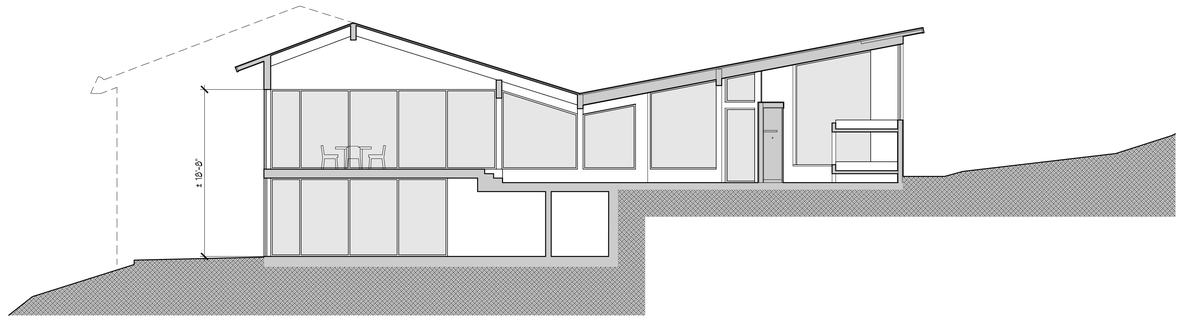

3 PROPOSED BUILDING SECTION

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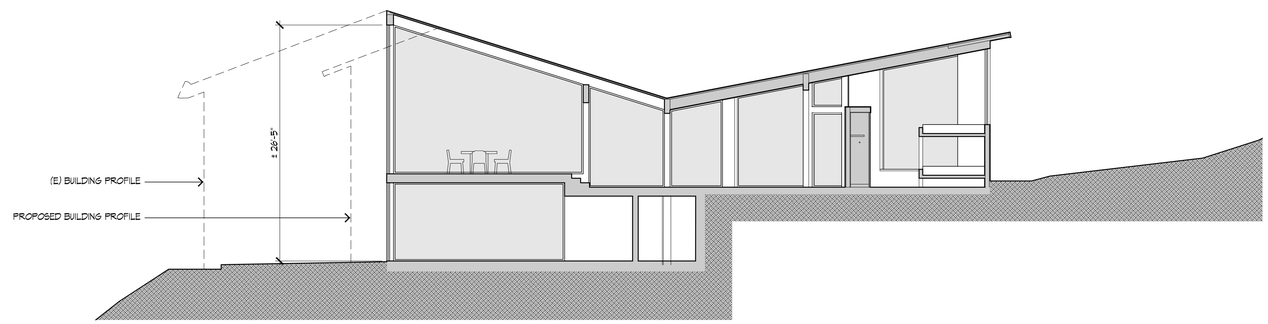

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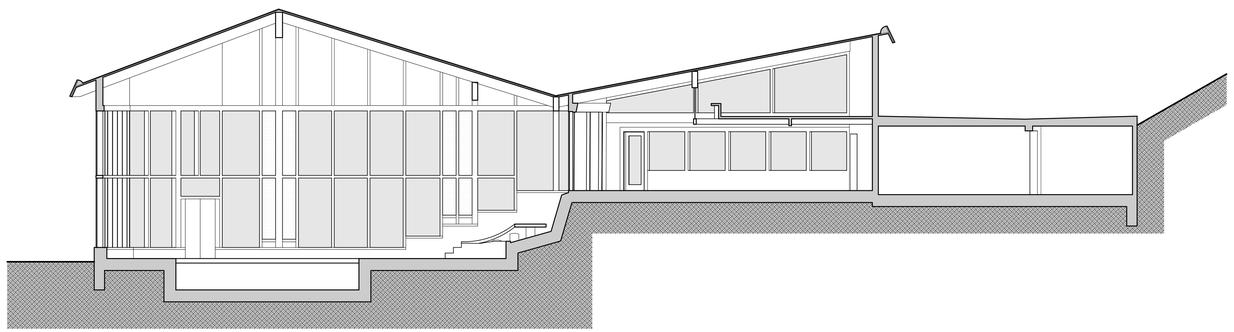

1 EXISTING BUILDING SECTION

SCALE: 1/8"=1'-0"

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01.26.24	PLANNING

EXISTING & PROPOSED BUILDING SECTIONS

A3.03

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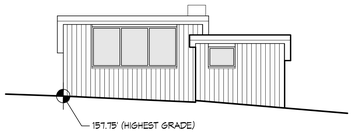
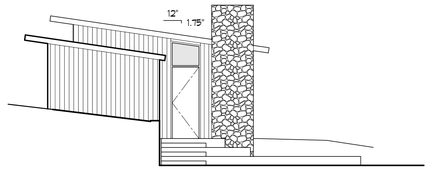
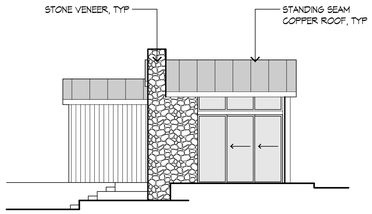


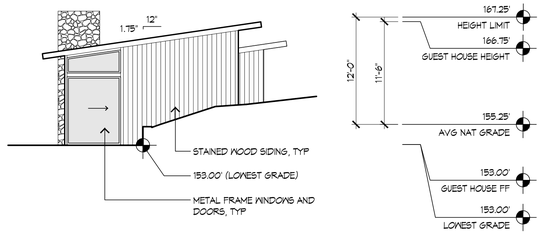
10 PROPOSED EAST ELEVATION
GUEST HOUSE SCALE: 1/8"=1'-0"



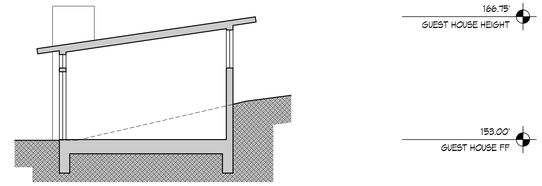
9 PROPOSED NORTH ELEVATION
GUEST HOUSE SCALE: 1/8"=1'-0"



8 PROPOSED WEST ELEVATION
GUEST HOUSE SCALE: 1/8"=1'-0"



7 PROPOSED SOUTH ELEVATION
GUEST HOUSE SCALE: 1/8"=1'-0"



6 PROPOSED BUILDING SECTION
GUEST HOUSE SCALE: 1/8"=1'-0"

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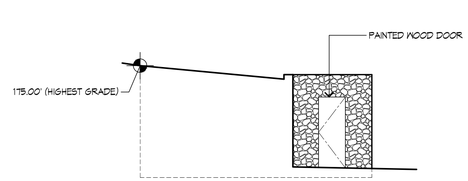
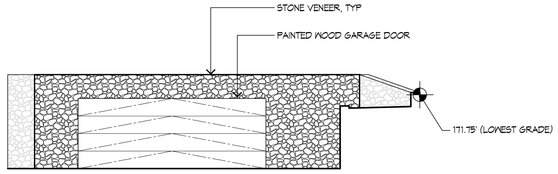
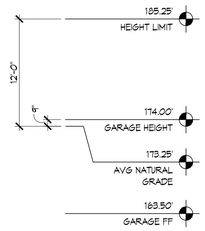
SCALE: NTS



4 PROPOSED NORTH ELEVATION
GARAGE SCALE: 1/8"=1'-0"



3 PROPOSED WEST ELEVATION
GARAGE SCALE: 1/8"=1'-0"



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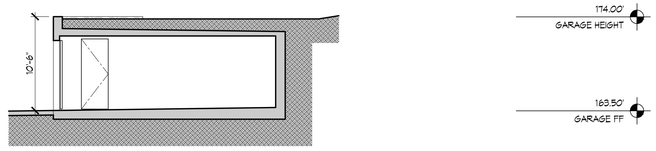

1 PROPOSED BUILDING SECTION
GARAGE SCALE: 1/8"=1'-0"

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ACCESSORY BUILDING ELEVATIONS & SECTIONS

A3.04

01.26.24

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September 17, 2025

Roxanne Wilson
Director, Homeless Services
County of Monterey Administrative Office
Division of Homelessness Strategies and Initiatives

CC: MariaElena de la Garza
Chief Executive Officer
Community Action Board of Santa Cruz County, Inc.

Dear Ms. Wilson:

On behalf of the Central California Alliance for Health ("Alliance"), it is my pleasure to inform the County of Monterey that, after careful consideration, your request for funding under the Alliance's Housing Fund dated September 17, 2025 to build a 34-bed Low Barrier Navigation Center on Westview Presbyterian Church's property at 118 First Street, Watsonville, CA ("LBNC Project") has been approved in the amount of $1,228,961.00. We understand that the the County of Monterey and the original funding applicant for the LBNC Project, Community Action Board of Santa Cruz County, Inc. ("CAB"), are requesting that the County of Monterey shall take the place of CAB as the LBNC Project's funding applicant. Accordingly, this award replaces and supecedes any previous Alliance Housing Fund award to CAB in connection with the Letter of Interest submitted by CAB dated June 11, 2025, and all other prior dealings between the Alliance and CAB or Monterey County regarding the LBNC Project.

This award is conditioned upon execution of a definitive Letter of Agreement, a copy of which is enclosed. Please review the Letter of Agreement very carefully, including the reporting requirements. The award funds will be distributed based upon the Letter of Agreement's final terms and payment schedule. Once your Letter of Agreement is fully executed, you will receive a confirmation email from the Alliance with details regarding your follow up forms that will be available in the online awards portal ("Portal"). The Portal is a web-based platform where Housing Fund awardees will have access to view award documentation, review payment information and installment details, and complete and submit any required reports. You will also receive an Awardee Checklist outlining the key steps for Alliance Housing Fund awards.

Please note that although the Alliance is currently reserving the above award amount for the LBNC Project, unless and until a definitive Letter of Agreement is executed between the Alliance and County of Monterey, the award may be withdrawn or revoked. If County of Monterey and the Alliance cannot agree on the terms of the Letter of Agreement after one month of good faith negotiation, the Alliance may choose to withdraw the award from County of Monterey and reallocate the funds to other projects. You will have a period of up to nine (9) months from the date of execution of the Letter of Agreement to begin construction of the LBNC Project. Please be sure to partner with us on any press release, construction signage or other recognition of the Alliance's contribution to the LBNC Project prior to making any such announcement. Once your Letter of Agreement is in place, please refer to the Alliance Funded Partners Brand Toolkit for instruction on the permitted visual presentation, form, and manner in which the Alliance's name and logos should be used in promotional activities: https://brandfolder.com/alliance/funded-partners-brand-toolkit.

If you have any questions, please do not hesitate to reach out to our team at pdincentives@thealliance.health. We are proud to partner with you to expand permanent supporting housing opportunities across the Alliance's service areas.

Sincerely,

Shannon Carini

Shannon Carini
Asociate Counsel

On behalf of and Acting on Authority of
Jessica Finney
Community Grants Director

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LETTER OF AGREEMENT FOR THE ALLIANCE HOUSING FUND

SANTA CRUZ-MONTEREY-MERCED-SAN BENITO-MARIPOSA MANAGED MEDICAL CARE COMMISSION
AND
COUNTY OF MONTEREY

This Letter of Agreement for the Alliance Housing Fund ("Agreement"), effective upon the date of the last signature ("Effective Date"), is entered into between Santa Cruz-Monterey-Merced-San Benito-Mariposa Managed Medical Care Commission, operating as Central California Alliance for Health ("Alliance"), having a principal place of business at 1600 Green Hills Road, Suite 101, Scotts Valley, CA 95066-4981 and the County of Monterey, a political subdivision of the State of California ("Partner"), having a principal place of business at 168 West Alisal Street, Salinas, CA 93901.

Recitals

Whereas, the Alliance has established the Alliance Housing Fund ("Alliance Housing Fund") to offer awards to health care providers and community organizations to support efforts that advance the Alliance mission to provide accessible, quality health care guided by local innovation in the Alliance's service area;

Whereas, the Alliance may award Alliance Housing Fund funds to Alliance contracted providers and non-contracted organizations; and

Whereas, the Alliance has agreed to award Partner with Alliance Housing Fund funds, contingent upon Partner's performance as set forth under this Agreement, to be used by Partner for the purpose of performing the project described in the Statement of Work attached as Exhibit 1 (the "Project") and Partner desires to receive Alliance Housing Fund funds from the Alliance for performing the Project.

Now Therefore, the Alliance and Partner agree that all funds awarded to Partner under the Alliance Housing Fund shall be subject to the terms and conditions of this Agreement.

1. Alliance Housing Fund Background. The Alliance established the Alliance Housing Fund to fund projects in the areas of permanent housing, recuperative care, and short-term post-hospitalization housing. The Alliance earned funds from the Housing and Homelessness Incentive Payment Program ("HHIP"), a voluntary incentive program that enabled Medi-Cal managed care plans ("MCPs") to earn incentive funds for making progress in addressing homelessness and housing insecurity as social determinants of health. The Alliance shall utilize HHIP funds earned by the Alliance to fund the Alliance Housing Fund in a manner consistent with the terms of HHIP, any terms imposed as a condition of federal approval of HHIP, and any Department of Health Care Services ("DHCS") guidance related to HHIP. The Alliance may also utilize funds from the Alliance's Medi-Cal Capacity Grant Program ("MCGP") to fund the Alliance Housing Fund as the Alliance deems appropriate. The Partner submitted a

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letter of intent to the Alliance containing Partner's gaps and needs information ("Letter of Intent"), which the Alliance relied upon in determining the terms of this Agreement, including but not limited to the terms of the Statement of Work attached to this Agreement as Exhibit 1 and hereby incorporated by reference ("SOW"). The actual amount of the funds awarded to Partner ("Award") shall be determined by and contingent upon Partner's completion of the Project as outlined in the SOW. For purposes of this Agreement, "Medi-Cal eligible individuals" or "Medi-Cal eligible residents" shall mean individuals with incomes that meet the then-current Medi-Cal eligibility income limits, regardless of whether such individuals meet any other Medi-Cal eligibility requirements unrelated to income.

The parties acknowledge that the Alliance is entering into this Agreement and directing the Award payments to Partner for the site development of a non-congregate Low Barrier Navigation Center. Partner agrees to unconditionally and irrevocably guarantee performance under this Agreement (including Useful Life under the SOW) and to protect, defend, indemnify and hold harmless the Alliance for, from and against, any and all losses, damages or liability which may be suffered or incurred by, imposed on or awarded against the Alliance as a result of any default by Partner under this Agreement. To the extent that any recoupment, recapture, or repayment provisions apply to any default by Partner under this Agreement (including, without limitation, Partner's Useful Life obligations), the parties agree that Partner be liable for any repayment and performance unless otherwise agreed. Partner shall remain liable to the Alliance for performance for the site development and construction of the facility under this Agreement and compliance with all Useful Life requirements until Alliance agrees in writing to a transfer or assignment of Partner's obligations as described in this Agreement. It is the intent of the parties that the obligations and liabilities of Partner's performance under this Agreement are absolute, irrevocable, and unconditional under any and all circumstances and that until Partner's obligations under this Agreement are fully and finally performed (including Useful Life requirements) and not subject to refund or disgorgement, the obligations and liabilities of the Partner under this Agreement shall not be discharged or released, in whole or in part unless otherwise agreed upon in writing.

2. Statement of Work. Subject to the terms and conditions stated in this Agreement, the Alliance agrees to provide the Award to Partner for completing the Project described in the SOW. Partner represents and warrants to the Alliance that: (i) Partner's performance under this Agreement shall be conducted with due diligence and in a competent, efficient, timely manner, and in full compliance with the highest professional standards of practice in the industry; (ii) if Partner's work requires any licenses, Partner has, or will have prior to commencement, obtained all such licenses and all such licenses shall be in full force and effect during the Funding Term; (iii) the Project, when completed, will be in conformity with all of the requirements set forth in this Agreement and will be free of material errors or defects.

3. Liaisons. The Alliance and Partner will each designate a liaison(s) to serve as a point of contact for activities performed related to this Agreement (each, a "Liaison") as set forth in the applicable SOW.

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4. Utilization and Amount of Award. The amount of the Maximum Award shall be set forth in the SOW and shall reflect the Project funding needs described in Partner's Letter of Intent. Partner acknowledges and agrees that the actual Award shall be granted in consideration of and on condition that Partner expends Award funds only for the purpose of performing its obligations as set forth in this Agreement. To the extent that Partner anticipates it will be unable to utilize or does not actually utilize any portion of the Award funds to perform the Project in conformance with the terms of this Agreement, the SOW, and the Project Plan, Partner shall notify the Alliance and return any such Award funds. Partner agrees to assume any obligation to furnish any additional funds that may be necessary to complete and maintain the Project as described in this Agreement and the SOW or as otherwise agreed upon by the parties. All costs accrued prior to Construction Start Date, as defined in the SOW, are not eligible for reimbursement unless specifically provided for in the terms of the SOW.

5. Payment Schedule. The schedule for the payment of the Award is set forth in the SOW.

6. Payment Documentation. The timing, scope, and format of the documentation that Partner shall provide to the Alliance to request funds is set forth in the SOW. The Alliance reserves the right to request additional documentation as it deems necessary to validate the use of Award funds, either before or after use by Partner, and shall have the right at its sole discretion to withhold any payment pending any questions that it may have regarding the use of funds. The Alliance reserves the right to enter into a separate agreement with a third party to ensure that the covenants of this Agreement are met by the Partner, including but not limited to those of the SOW.

7. Recoupment. Should Partner only partially achieve certain Milestones despite Partner's good faith attempt to complete the Milestones in their entirety, the Alliance may assess whether and to what extent partial payment is appropriate. If the Alliance determines that the Partner's partial Milestone achievement effectively supports Project goals, then the Alliance may, at its sole discretion, award partial payment in an amount the Alliance deems appropriate for the Partner's contribution to the Project goals. Notwithstanding the foregoing, the Alliance shall be under no obligation to award partial payments for incomplete Milestones. It is at the Alliance's sole discretion to determine if Partner must return part or all of any Award payment for partially-completed Project Milestones. Partner agrees to return any Award payments that Partner already received under this Agreement for incomplete Milestones as the Alliance may direct, even if such funds were properly used.

8. Disputed Amounts. The Alliance shall be permitted to withhold payment of any amounts for which the Alliance, in good faith, disputes or contests, including reducing such payment amounts by a recoupment consistent with the above terms. In the event of a good faith dispute pursuant to which the Alliance believes it is entitled to withhold or recoup payments, the Alliance may withhold payment of the disputed amount provided that, within thirty (30) calendar days following the Alliance's receipt of the progress or final report which initiates the interim or final payment and which the Alliance in good faith deems to be in dispute, the Alliance shall notify Partner in writing with a detailed explanation stating the factual basis for the Alliance's withholding or recoupment of payment. To contest such withheld amounts, Partner must, within ten (10) calendar days following receipt of the Alliance's notice of disputed amounts, respond to the Alliance in writing with a detailed explanation stating the

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factual basis, if any, for Partner, in good faith, demanding payment on any amount in dispute. Parties shall negotiate in good faith to resolve the dispute before pursuing other available legal remedies.

9. Permissible Use of Funds. Award funds may only be used for the purpose of paying expenses that are actually incurred by Partner in carrying out the SOW and Project Plan during the 39-month period for which the Award has been provided, or during such other period of time as the Alliance may explicitly agree to in this Agreement or the final approved Project Plan. Expenses that may be funded by Alliance Housing Fund funds are those described in the final approved Project Plan. Partner is responsible for ensuring that actual expenditures are for eligible Project costs.

    a. Funds may be used for capital expenditures only, which can include equipment and furnishings that are necessary for the delivery of care or equipment essential to the operation of the facility. However, funds cannot be used for the following purposes, and any amounts budgeted for such unapproved uses will be deducted from payment amounts awarded hereunder:

        i. The Award cannot be used for rental subsidies, operating costs, or services.

        ii. No part of the Award may be used to fund administrative services or other operating expenses of the Partner, regardless of whether such administrative services or other operating expenses would be utilized to support the completion of the Project.

        iii. No part of the Award may be used to fund expenses related to religious activities, lobbying, or political action by the Partner.

        iv. Unless specifically provided for in the terms of the approved Project Plan or this Agreement, in the event that the Award provides funding for a project that was already in progress on the Effective Date, no part of the Award may be used to fund costs accrued for activities completed or costs incurred prior to the Construction Start Date.

        v. Partner may not use Award funds to cover expenditures that have already been funded through other sources.

        vi. All Project-related costs are site-specific, and must relate to, occur, or be used at the single proposed site that is contained in the Agreement.

10. Reporting. Partner shall provide the Alliance with one progress report due upon completion of each Milestone phase as indicated in the Payment Schedule set forth in the SOW, and such other documentation as may be required under the SOW. Partner shall also provide a final report due one (1) calendar year from the Phase Two Completion Date, but in any event no later than the end of the Funding Term. Reporting templates will be provided by the Alliance and available on the Alliance's online incentives portal. Partner will submit the progress and final reports through the Alliance's online incentives portal. Failure to submit these report(s)

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will be considered a material breach of this Agreement, may delay interim or final payments of the Award and may disqualify Partner from receiving future funding from the Alliance.

11. Evaluation and Monitoring. The Alliance may monitor and conduct evaluation of operations under this Agreement. This may include a visit from Alliance staff to observe the Partner's operations related to the Project and the Award, discuss the Project and program activities with the Partner's personnel, and review financial or other records and materials connected with the Project activities financed by the Award.

12. Corrective Action. While uncommon, there may be extraordinary and rare circumstances in which the Alliance deems it necessary or desirable to utilize a corrective action plan for modifying the Agreement terms to facilitate the Partner's compliance with its terms, including adjustment of Milestones, the amount of the Award, completion documentation, and/or extension of completion dates. Partner shall promptly notify the Alliance if Partner anticipates it will not timely achieve any Milestones outlined in the SOW in their entirety, along with a written explanation and any documentation supporting the reasons for Partner's delay. Circumstances within Partner's control shall not in themselves be considered sufficient justification for granting a corrective action. Partner noncompliance with modified terms under a corrective action plan shall result in termination of this Agreement consistent with Section 18, except to the extent that the Alliance elects to further modify the terms of the Agreement in accordance with the foregoing.

13. Bad Faith Recoupment. The Alliance reserves the right to request additional documentation as it deems necessary to validate Partner's use of the Award, either before or after Partner's use. If the Alliance reasonably determines that Partner is in breach of Partner's implied covenant of good faith and fair dealing by failing to take reasonable steps to achieve Milestones or deliver the deliverables, then the Alliance may, in its sole discretion, recoup, withhold, or reduce all or part of any Award payment, as applicable.

14. Compliance with Other Obligations. Partner shall comply with laws and regulations and any regulatory agreements, commitments or undertakings that are imposed on Partner as a result of its receipt of funding from other sources pursuant to Sections 17, 21, 24, and the SOW.

15. Books and Records. Partner agrees to maintain satisfactory financial accounts, documents, and records in connection with the Award and make them available to the Alliance, the State of California, the United States Department of Health and Human Services, the Comptroller General of the United States, or as otherwise required by law. Partner also agrees to retain such financial accounts, documents and records for three (3) calendar years following termination of this Agreement. Partner agrees to maintain and make available for inspection by the Alliance accurate records of all of its costs, disbursements, and receipts with respect to its activities under this Agreement.

16. Funding Promotion. Any materials used to advertise, announce, or otherwise inform the public of the receipt of the funding provided for hereunder shall describe the funding and the work funded by the Alliance accurately, and in a way that conforms to the purpose statement in the SOW. Any such materials that mention or include information about the Alliance shall refer to the health plan as "Central California Alliance for Health (the Alliance)" on first usage and

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"the Alliance" thereafter. Any published list of funders who have supported activities related to this funding must include the Alliance. Funded organization must inform the public about the Alliance's funding through the use of signage, acknowledgement in published materials, news media, social media, websites, or other public announcements, as applicable. All materials produced in accordance with this Agreement (including but not limited to training curriculum, agendas, newsletters, flyers, brochures, reports, and videos, etc.) shall contain a statement that the material is funded through the Alliance. Funded organizations who receive funding for the purpose of constructing or renovating a building must memorialize Alliance financial support with a plaque. Funded organizations must refer to the Alliance's Promotion Toolkit for Funded Partners[1] for instruction on the required promotional verbiage, use of Alliance name and Alliance logo in promotional activities. If a funded organization wishes to execute promotional activities or communication not included in the toolkit, the funded organization must obtain written approval of communication materials promoting Alliance funding prior to engaging in these efforts or activities.

17. Legal Compliance.

    a. Applicable Law. Partner shall perform its obligations under this Agreement at all times in strict accordance with all applicable federal, state, and local laws, including, but not limited to, Prevailing Wage Laws, equal opportunity laws, disability rights legislation, general procurement standards, contract work hours and safety standards, ordinances, regulations, HIPAA, and DHCS guidelines. Additionally, this is a publicly-funded Project and is subject to all state and local laws and regulations for public works, including, without limitation, California Labor Code Section 1720, et seq. and Public Contract Code § 1100 et seq. ("Prevailing Wage Laws"). Partner understands that such laws and regulations include exemptions that may apply to the Project, but Partner will assume responsibility for and indemnify the Alliance relating to such laws as such may be applicable to the Project.

    b. Disallowed Funds. With respect to Award funds, if any, which are ultimately provided by the State or Federal government, Partner agrees that if Partner claims or receives payment from the Alliance for an eligible expense, payment, or reimbursement of which is later disallowed by the State or Federal government, Partner shall promptly refund the disallowed amount to the Alliance upon the Alliance's request. At its option, the Alliance may offset all or any portion of the disallowed amount against any other payment due to Partner hereunder or under any other agreement. Any such offset with respect to a portion of the disallowed amount shall not release Partner from Partner's obligation hereunder to refund the remainder of the disallowed amount.

18. Term and Termination.

    a. This Agreement shall be effective on the Effective Date and shall automatically expire thirty-nine (39) months after the Effective Date unless earlier terminated by the parties as permitted herein ("Funding Term"). This Funding Term accounts for the activity period to

[1] https://brandfolder.com/alliance/funded-partners-brand-toolkit

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perform the Project activities and an additional three months for reporting and payment after completion of all Project Milestones as set forth in the SOW.

b. The Alliance may terminate this Agreement for cause at any time upon written notice to Partner. Cause includes but is not limited to the following: (i) Partner fails to comply with the terms of this Agreement, including any failure to timely complete the Milestones or failure to satisfy the conditions precedent to disbursement of Award funds; (ii) Partner is unable to or is reasonably anticipated to be unable to complete the Project as set forth in the SOW; (iii) Unless otherwise agreed upon as set forth in this Agreement, Partner ceases its plans to utilize or discontinues its utilization of the facility to serve Medi-Cal eligible recipients, prior to reaching assigned capacity, or otherwise materially curtails operations necessary for completion of the Project; (iv) the Alliance determines that any material fact or representation made or furnished to the Alliance by Partner in connection with its application or Letter of Intent was untrue or misleading at the time that such fact or representation was made known to the Alliance, or subsequently becomes untrue or misleading; or (v) the Alliance discovers that Partner has concealed any material fact from the Alliance related to the Letter of Intent, this Agreement, or the Project.

c. The Alliance may terminate this Agreement or cease providing payments hereunder in the event that the Alliance determines, in its sole discretion: (i) that further payments as set forth in this Agreement could violate laws or regulations, including laws or regulations in existence on the Effective Date that may have been clarified or subject to new or changed interpretation, or (ii) in the event of a natural disaster or other event that causes the Alliance to be unable to fulfill its commitment hereunder.

d. This Agreement and the Alliance's obligation to make further payment hereunder shall terminate immediately in the event that Partner ceases operations or in the event of Partner's insolvency, which insolvency shall be considered to have occurred when Partner makes an assignment for the benefit of creditors, files a petition in bankruptcy, is adjudicated insolvent or bankrupt, if a receiver or trustee is appointed with respect to a substantial part of such other party's property, or a proceeding is commenced against it which will substantially impair Partner's ability to complete the Project described in the SOW. The Alliance reserves the maximum rights it is entitled to under any law and under the terms of this Agreement to seek return of any payments made prior to Partner's cessation of operations or insolvency, and to ensure that no funds provided pursuant to this Agreement, no matter when they were provided, shall be used for the purpose of paying Partner's general creditors or for any purpose other than as specifically set forth in the SOW.

19. Effect of Termination. In the event of termination, this Agreement shall terminate and have no further force or effect with respect to either party as of the termination date, except that all obligations arising or accruing prior to termination, including requirements regarding the use or return of Award funds, shall be performed in accordance with the terms of this Agreement and shall survive termination. Termination or expiration of this Agreement shall not affect Partner's obligations under Sections 6-8 and Sections 13-43 of this Agreement, Useful Life obligations in the SOW, or any other obligation that, by its nature, is intended to survive

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termination or expiration of this Agreement. Upon any termination by the Alliance for cause, Partner shall return any unexpended Award funds to the Alliance within thirty (30) calendar days of the Alliance's written notice of termination, unless the Alliance has approved an alternate arrangement in advance and in writing, as provided below. Such termination will not limit any other remedies that may be available to the Alliance under this Agreement, at law, or in equity.

20. Remedies.

    a. In the event that Partner is unable to provide documentation evidencing that Partner utilized Award funds for the sole purpose of completing the Project in accordance with the SOW, Partner shall return such portions of the Award funds to the Alliance for which Partner is unable to provide supporting documentation within thirty (30) business days of the Alliance's request.

    b. In the event Partner fails to timely complete the Project Milestones set forth in the SOW, the Alliance may require Partner to return any Award funds that Partner has already received under this Agreement, even if such funds were properly used. Partner's specific obligation to return funds is further set forth in the SOW.

    c. In addition to any other provision of this Agreement, if the Alliance determines, in its sole discretion, that Partner has violated or failed to carry out any provision of this Agreement, including but not limited to failure to provide documentation provided for in Section 6 and Section 10 of this Agreement and the SOW, the Alliance may, in addition to any other legal remedies it may have, refuse to make any further Award payments to Partner or on Partner's behalf under this or any other grant agreement, and may demand the return of all or part of the Award funds previously received by Partner or any third-parties on Partner's behalf, which Partner shall immediately pay to the Alliance. The Alliance may also avail itself of any other remedies available under the law.

21. Other Capital Implementation Terms and Conditions; Return of Funds. Partner agrees that its receipt of funds is conditioned on meeting the applicable requirements of this Section 21. To the extent that the requirements in this Section 21 are applicable to the Project funded under this Agreement, if Partner fails to meet any of these Section 21 requirements, the Alliance may withhold payment hereunder and may, in its sole discretion, exercise any available legal or equitable rights applicable to Partner's return of Award funds received by Partner hereunder. Partner shall provide the Alliance with such documentation as the Alliance may request from time to time during the Funding Term that demonstrates to the satisfaction of the Alliance that Partner has satisfied and will satisfy all the applicable requirements set forth in this Section 21.

    a. Additional Financial Commitments. Partner represents that the Award Amount received hereunder represents no more than 50% of total Project costs, and that the remaining 50% of funding necessary to complete the implementation of the Project will come from sources other than the Alliance, such as through third-party donations, in-kind products and/or

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services, cash or documented loans or lines of credit, and/or other state, local, or grant funding.

b. Proof of Ownership, Lease Agreement, or Intent to Purchase. Partner warrants and represents that it has secured long-term rights to use the site-specific facility described in the SOW for which the Maximum Award was determined, and provided the Alliance with proof of such rights by all of the following means:

   i. Partner or a third-party over which Partner has authority to ensure performance has secured a three-year lease agreement ("Initial Lease") for the property on which the Project will be located with provisions that enable the lessee to complete the Project in a timely manner and in accordance with all the requirements of this Agreement, and Partner has provided a copy of the Initial Lease to the Alliance; and

   ii. Where the Initial Lease and/or any subsequent lease governing the Project's location is in the name of an entity other than Partner, Partner has executed agreements with such entity that clearly demonstrate Partner has sufficient authority and control over such entity and/or Project property to ensure that the Project shall be completed and operated in conformance with all the terms of this Agreement, and Partner has provided a copy of such agreements to the Alliance;

   Partner warrants and represents that during the Term of this Agreement and for the Project's Useful Life, as defined below, Partner shall exercise all rights available to Partner under the Initial Lease and/or its agreements with any applicable third-parties to ensure Partner continues to own, place, and operate the Project in compliance with this Agreement for the Useful Life.

c. Useful Life. Partner represents that the completed Project facility will serve Medi-Cal eligible individuals as set forth in this Agreement, including meeting the Minimum Medi-Cal Occupancy requirements defined in the SOW, for an aggregate period of not less than ten (10) years following the Phase Two Completion Date ("Useful Life").

   Should the Partner lose site control over the property on which the Project units are placed during any period following the Project Completion Date, the Useful Life period shall be tolled for no more than ninety (90) days ("Tolling Period") to allow Partner to find and relocate the units on an alternative property. Partner shall have no more than one (1) Tolling Period for every two (2) consecutive years during the Useful Life. Should Partner fail to maintain site control over the property on which the Project units are then-placed for a consecutive period of more than ninety (90) days and/or more than once during a two (2) year period prior to the expiration of the Useful Life, Partner shall pay to the Alliance the appropriate recoupment amount set forth in this Section 21(c) below; in such an event, the period in which the Minimum Medi-Cal Occupancy standard has been maintained shall be calculated as the time between the Project Completion Date and the then-current date, less any Tolling Period. For the avoidance of doubt, Tolling Periods shall only apply to any loss of site control over the Project property by Partner and shall be in lieu of, and not cumulative with, any ninety (90) calendar day negotiation period available for the same

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event. Notwithstanding the foregoing, the Alliance and Partner may from time to time mutually agree by written communication to modify the permitted length and/or permitted frequency of any Tolling Periods as they may deem necessary without the necessity of a mutually executed written amendment.

Partner shall give written notice to the Alliance upon discovery of any material failure to maintain the Minimum Medi-Cal Occupancy standard during the Useful Life, including any loss of site control over the then-current location of the Project units. Partner shall include in such notice: (i) details regarding any event or deficiency giving rise to Partner's inability to maintain Minimum Medi-Cal Occupancy; (ii) if curable, what actions Partner intends to take to cure Partner's noncompliance with Minimum Medi-Cal Occupancy requirements, and (iii) as applicable, the date by which Partner intends to complete such actions and cure the noncompliance.

If the facility ceases to service Medi-Cal eligible individuals in accordance with this Agreement prior to the end of the Useful Life, Partner shall provide the Alliance with at least ninety (90) days advance notice prior to the date upon which the facility ceases to service Medi-Cal eligible individuals. In the event that the Partner ceases using the facility to serve Medi-Cal eligible individuals as required under this Agreement or reduces the availability of units for Medi-Cal eligible individuals below the required Minimum Medi-Cal Occupancy, Partner shall pay to the Alliance a prorated portion of the Award amount, as follows:

i. Less than Three Years. If Partner maintains the Minimum Medi-Cal Occupancy standard for less than three years after receipt of the final payment, Partner shall pay the Alliance an amount equal to 80% of the Award amount.

ii. Less than Five Years. If Partner maintains the Minimum Medi-Cal Occupancy standard for three or more but less than five years after receipt of the final payment, Partner shall pay the Alliance an amount equal to 50% of the Award amount.

iii. Less than Seven Years. If Partner maintains the Minimum Medi-Cal Occupancy standard for five or more but less than seven years after receipt of the final payment, Partner shall pay the Alliance an amount equal to 20% of the Award amount.

iv. Less than Ten Years. Partner maintains the Minimum Medi-Cal Occupancy standard for seven or more but less than ten years after receipt of the final payment, Partner shall pay the Alliance an amount equal to 10% of the Award amount.

v. Waiver of Repayment Obligation. In the event that Partner fails to maintain the Minimum Medi-Cal Occupancy standard or fails to continue using the facility for the benefit of Medi-Cal eligible individuals during the Useful Life, the Alliance may waive all or some of Partner's repayment obligation if the Alliance determines, in its sole discretion, that such failure is attributable to circumstances that are beyond Partner's control.

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vi. Serving Medi-Cal Eligible Individuals at a Different Facility. The Alliance may waive Partner's repayment obligation if Partner ceases to occupy the facility but continues to make the same number of Minimum Medi-Cal Occupancy units available to Medi-Cal eligible individuals without interruption at a different facility that has at least the capacity as the facility for which Partner has received an Award hereunder, and that is within the service area of the Alliance (i.e., the Counties of Mariposa, Merced, Monterey, San Benito, and Santa Cruz).

vii. Operation of Facility by Third Party. If Partner sells the facility or leases or subleases the facility to a third party or enters into any transaction through which Partner no longer owns or leases or has responsibility for and control of the operation of the facility as contemplated herein, Partner shall pay to the Alliance the applicable prorated amounts set forth in this Section 21 unless such third party agrees in writing to, and is deemed by the Alliance, in its sole discretion to be qualified to continue serving Medi-Cal eligible individuals at Minimum Medi-Cal Occupancy levels under the same terms and conditions that Partner has agreed to as set forth herein. Partner shall provide the Alliance with at least ninety (90) days' advance notice of a transaction described herein.

d. Useful Life Extenuating Circumstances. Partner represents and warrants that, based on its reasonable best efforts estimates as of the Effective Date, Partner has secured sufficient enforceable funding commitments to perform its obligations as set forth in this Agreement and SOW. The Alliance understands, however, that such funds may later prove to be insufficient to cover the Project's Useful Life operational costs due to future circumstances beyond Partner's control, such as costs related to natural disasters and/or government-declared emergencies, State and Federal budget cuts which reduce the availability of Medi-Cal reimbursements for the Project's onsite medical and/or social supportive services, and changes in applicable laws, regulations, or other governmental restrictions.

Should Partner fail to meet the Minimum Medi-Cal Occupancy standard during the Useful Life due to future circumstances beyond Partner's control, the Alliance agrees that prior to exercising its recoupment rights for such noncompliance, the Alliance will first attempt to negotiate with Partner in good faith for a period not to exceed ninety (90) calendar days (which the Alliance may extend in its sole discretion), with a view toward finding an alternative solution that supports the Project's purpose under this Agreement, provided that:

i. The Alliance determines that Partner's failure to maintain the Useful Life requirement was the direct result of circumstances beyond Partner's control and despite Partner's continual best efforts to fulfill the Minimum Medi-Cal Occupancy requirement;

ii. Partner demonstrates to the Alliance's satisfaction that Partner has made best efforts to leverage local, state, federal, and philanthropic funding to prevent and fill any funding gaps preventing Partner from meeting the Minimum Medi-Cal Occupancy standard, and that such best efforts were ultimately unsuccessful;

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iii. Partner must cure the Minimum Medi-Cal Occupancy deficiency within the ninety (90) calendar day negotiation period unless otherwise agreed upon in writing by the parties during such ninety (90) calendar day period;

iv. The ten-year Useful Life period is extended by at least the same period of time Partner requires to cure such noncompliance with the Minimum Medi-Cal Occupancy standard.

In the event that the parties agree to an alternative solution during the ninety (90) calendar day negotiation period, the parties shall promptly modify the terms of this Agreement accordingly.

Notwithstanding anything to the contrary, the Alliance may waive any noncompliance with the Minimum Medi-Cal Occupancy requirements in the Alliance's sole and absolute discretion if the Alliance deems that it is in the public interest and advances the Alliance's mission.

22. Notices. All notices required or permitted by this Agreement shall be in writing and may be delivered in person or may be sent by registered or certified mail, return receipt requested, or U.S. Postal Service Express Mail, with postage prepaid, or by Federal Express or other overnight courier that guarantees next day delivery. Unless otherwise stated in the SOW, notices shall be sent to the address of the receiving party's principal place of business. Either party may change the address for notice by giving written notice to the other party. Changes to either party's notice address or Liaison shall not require an amendment to this Agreement.

23. Taxes. Partner shall pay to the appropriate governmental authority, as and when due, any and all taxes, fees, assessments or other governmental charges, including possessory interest taxes and California sales and use taxes, levied upon or in connection with this Agreement, the Project, the Award, or any of the activities contemplated by this Agreement.

24. Compliance with Services Agreement. If Partner is a party to any other agreement(s) with the Alliance, Partner shall comply with all of the requirements in such agreement(s), including any nondiscrimination provisions.

25. Use of Subcontractors. As between Alliance and Partner, Partner shall be responsible for the acts, defaults and omissions of any subcontractor or its agents or employees as fully as if they were the acts, defaults or omissions of Partner. Partner shall ensure that its subcontractors comply with all of the terms of this Agreement, insofar as they apply to the subcontracted portion of the Project. All references herein to duties and obligations of Partner shall be deemed to pertain also to all subcontractors to the extent applicable. A breach by any subcontractor shall be deemed to be a breach hereunder. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and Alliance. Each subcontract shall incorporate all of the terms of this Agreement to the extent they apply to the subcontracted portion of the Project. Without limiting the scope of the foregoing, Partner shall ensure that each subcontract shall provide the Alliance, the audit and inspection rights set forth herein.

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Upon the request of Alliance, Partner shall promptly furnish to the Alliance true and correct copies of each subcontract permitted hereunder.

26. Liability of Alliance. THE ALLIANCE'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE AWARD. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL THE ALLIANCE BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PROJECT PERFORMED IN CONNECTION WITH THIS AGREEMENT.

27. Indemnification. Partner, at its own expense, agrees to defend, indemnify, and hold harmless the Alliance and the Alliance's affiliates, subsidiaries, directors, officers, employees, representatives, and agents from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees), damages, claims, suits, and/or demands (including, without limitation, those based on the injury to or death of any person or damage to property), directly or indirectly arising out of, or resulting from, (i) any act or omission of Partner related to any of its obligations performed hereunder, (ii) any breach of Partner's representations or warranties set forth in this Agreement, and/or (iii) any actual or alleged infringement, misappropriation, or other violation of any third-party rights or any laws or regulations relating to Partner's performance of its obligations under this Agreement.

28. Debarment and Suspension Certification. Partner hereby certifies that neither it nor any of its principals, owners, employees or subcontractors (a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in a covered transaction by any federal department or agency, or is excluded as the result of state or federal action from participation in any federally-funded health care program; (b) has within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against it or them for (i) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, (ii) violation of federal or state antitrust statutes or (iii) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause (b) above; or (d) has within a three-year period preceding this Agreement had one or more public transaction (federal, state or local) terminated for cause or default. (The terms "covered transaction", "debarred", "suspended", "ineligible" and "voluntarily excluded" have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.) Partner shall provide immediate written notice to the Alliance if at any time the foregoing certification becomes erroneous. Upon the request of the Alliance at any time during the term of this Agreement, Partner shall update and reissue such certification. Partner further agrees that it will obtain from all subcontractors to whom Partner subcontracts any portion of the Services, if any, such subcontractor's written certification of, and agreement to, the matters set forth in this paragraph, in a form acceptable to the Alliance.

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29. Insurance. At all times during the Term and for such period of time thereafter as required for Partner to maintain Insurance Coverage with respect to all of the Services performed hereunder and all of Partner's (and its employees') acts and omissions in connection with this Agreement, Partner shall maintain in full force and effect the following types of insurance to insure against risks or liability (collectively, "Insurance Coverage"):

    a. Commercial General Liability Insurance, including premises liability, products liability (if products are being provided), completed operations coverage, and contractual liability, with minimum limits of $1,000,000 per occurrence, $2,000,000 policy aggregate, including bodily injury (including death) and property damage, covering all of Partner's operations under this Agreement (which insurance shall be provided on an "occurrence" form).

    b. Commercial Automobile Liability Insurance, with minimum limits of $1,000,000 per occurrence, combined single limit, for bodily injury (including death) and property damage, covering all owned, non-owned and hired automobiles.

    c. Workers' Compensation, with minimum limits as required by law, and Employer's Liability insurance (if applicable) with the following minimum limits: (1) Bodily Injury by accident: $1,000,000 each accident; (2) Bodily Injury by disease: $1,000,000 each employee; and (3) Bodily Injury by disease: $1,000,000 policy limit.

    If, in any of the foregoing cases, Partner has procured a claims-made based policy (or policies) and such policy (or policies) are cancelled or not renewed, Partner agrees to exercise any option contained in said policy (or policies), or otherwise obtain tail coverage, that extends the reporting period for a period of at least four (4) years after the termination or expiration of this Agreement.

    None of the foregoing requirements as to the type and limits of insurance to be maintained by Partner are intended to and should not be construed as limiting in any manner Partner's obligations under this Agreement.

    Each of Partner's insurance policies shall: (i) be issued by companies that have an A. M. Best rating of not less than "A-", and are in a size category which is not lower than "VIII"; (ii) be primary and noncontributory with any of the Alliance's insurance; (iii) add the Alliance as an additional insured (except workers compensation and errors and omissions coverages); and (iv) not be cancelled or non-renewed except upon at least thirty (30) days' prior written notice to the Alliance. Upon or prior to the full execution of this Agreement, and upon expiration or renewal of any required certificate or endorsement, Partner shall provide to the Alliance certificates evidencing all insurance and endorsements required by this Section 29. Certificates and endorsements shall be submitted electronically to: COI@ccah-alliance.org. Notwithstanding anything else, if Partner fails to so provide the Alliance with any such certificates, the Alliance may withhold payment of any amounts that are otherwise due to Partner until up to thirty (30) calendar days after such certificates are provided to the Alliance, and/or terminate this Agreement immediately upon notice.

30. Conflict of Interest. Partner hereby certifies that it has read and is aware of the provisions of California Government Code Section 1090 et seq., the California Political Reform Act

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(California Government Code Section 81000 et seq.), and Title 22 California Code of Regulations (CCR) Section 53600 relating to conflict of interest of public officers and employees. Partner agrees that it is unaware of any financial or economic interest of any public officer or employee of the Alliance relating to this Agreement. Notwithstanding any other provision of this Agreement, it is further understood and agreed that if such financial interest does exist at the inception of this Agreement, the Alliance may immediately terminate this Agreement by giving written notice thereof.

31. Equitable Remedies. Partner acknowledges and agrees that the Alliance may suffer immediate, irreparable harm in the event Partner fails to comply with its obligations under this Agreement, and monetary damages may be inadequate to compensate the Alliance for such breach. Partner agrees that the Alliance will be entitled to seek a judicial temporary restraining order, preliminary injunction, or other equitable relief against Partner (without the requirement of posting a bond or other form of security) to enforce the terms of this Agreement.

32. Arbitration. Any controversy, dispute or claim of whatever nature and irrespective of the facts or circumstances or the legal theories advanced shall be resolved by binding arbitration at the request of either Party. A single neutral arbitrator shall be appointed. The arbitration shall be administered by JAMS and in accordance with the JAMS Comprehensive Arbitration Rules and Procedures. Such arbitration shall occur in Santa Cruz, California. The arbitrator shall apply California substantive law and federal substantive law where state law is preempted. The Federal Arbitration Act, 9 U.S.C. § 1-16, shall also apply. The arbitrator shall prepare in writing and provide to the Parties an award including factual findings and the legal reasons on which the award is based. The arbitrator may award compensatory damages as permitted by law, but exemplary or punitive damages shall not be awarded. The Parties shall divide equally the cost of the arbitration, including, but not limited to the arbitrator's fee and any related administrative fees and charges. The Parties shall each bear their respective attorneys' fees and costs incurred in the arbitration. The arbitration and any information obtained in connection with this Agreement or through discovery as set forth in this Section 32 shall be confidential and neither the Parties nor the arbitrator may disclose such information to third parties without the written consent of the Parties, except that the Parties may disclose such information as necessary to seek confirmation of the arbitration award, to enforce any judgment entered on account of the award or as otherwise is required by law; however, the Parties may make such disclosure as is necessary to their respective auditors, accountants, attorneys and insurers.

33. Independent Partners. The parties hereto are independent contractors and neither the Alliance nor Partner is an agent or employee of the other.

34. Taxpayer Identification Number and Certification. Upon execution of this Agreement, Partner shall complete and deliver to the Alliance the IRS Form W-9, Request for Taxpayer Identification and Certification.

35. Time is of the Essence. Time is of the essence with respect to Partner's performance of the Services and delivery of the Deliverables. FAILURE TO SATISFY ANY ONE OF THE PERFORMANCE MILESTONES WILL CONSTITUTE A BREACH OF THIS AGREEMENT AND ENTITLES THE ALLIANCE TO MANDATE THE PARTNER TO RETURN TO THE ALLIANCE ANY AWARD FUNDS DISBURSED; IN ANY SUCH

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INSTANCE, THE ALLIANCE MAY ALSO CANCEL THIS AGREEMENT WITHOUT OWING ANY DAMAGES OR OTHER PAYMENT TO PARTNER.

36. Governing Law. This Agreement shall be governed and interpreted in accordance with the laws of the State of California without regard to the conflicts of law provisions thereof that would require the application of the laws of any other state.

37. Severability. Except as explicitly stated otherwise in this Agreement, if any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

38. Waiver. No terms or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed by the waiving party. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

39. Assignment. This Agreement shall not be assigned by the Partner either in whole or in part, unless otherwise agreed upon in writing.

40. Successors; No Third-Party Beneficiaries. The terms of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. Nothing in this Agreement, whether express or implied, shall be construed to give any person or entity any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein.

41. Order of Precedence. In the event of any express and unequivocal conflict or inconsistency between the provisions of any SOW and the provisions of this Agreement, the provisions of this Agreement will govern and control.

42. Entire Agreement. This Agreement shall supersede any prior oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may not be amended or modified, except in writing signed by both parties.

43. Counterparts. This Agreement may be executed in separate counterparts, each of which shall be deemed to be an original, and all of which taken together constitute one and the same instrument. Telecopied or scanned signatures will be deemed to have the same effect as an original.

44. Guaranty. Partner hereby guarantees to the Alliance, for the benefit of Partner, the due and proper performance of this Agreement and all obligations, liabilities, and covenants of Partner set forth in this Agreement, including Useful Life obligations, and any modification or addition to this Agreement. Partner hereby waives any defenses to enforcement of the Alliance's guarantee rights it may now or later have by reason of (a) any determination that this Agreement or any portion thereof is invalid or unenforceability; (b) any change in the time,

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place, or manner of the performance of this Agreement or Project; (c) any failure of the Alliance to enforce any of the provisions of the Agreement; (d) any change or restructuring of the corporate structure, ownership or existence of Partner; (e) any bankruptcy, insolvency, liquidation, reorganization, or dissolution of affecting the Partner or its assets or any resulting restructuring, release or discharge of this Agreement or any of Partner's obligations hereunder; or (e) any other circumstance (including, without limitation, any statute of limitations), act, omission or manner of administering this Agreement or any existence of or reliance on any representation by the Alliance or Partner.

The parties are concurrently executing this Agreement, and the SOW attached as Exhibit 1 and fully incorporated herein, both effective upon final signature ("Effective Date").

[*signatures appear on following page*]

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Partner:

County of Monterey

DocuSigned by:
By: Deborah Paolinelli
DECFE819B75E478...
Print Name: Deborah Paolinelli
Title: Assistant County Administrative Officer
Date Signed: 9/29/2025 | 9:36 AM PDT

Alliance:

Santa Cruz-Monterey-Merced-San Benito-Mariposa Managed Medical Care Commission, operating as Central California Alliance for Health

By: Michael Schrader
Print Name: Michael Schrader
Title: CEO
Date Signed: 09/30/2025 | 9:58 AM PDT

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EXHIBIT 1
STATEMENT OF WORK
ALLIANCE HOUSING FUND AWARD

This Statement of Work ("SOW") is entered into pursuant to, and is governed by, that certain Letter of Agreement ("Agreement") concurrently executed between Santa Cruz-Monterey-Merced-San Benito-Mariposa Managed Medical Care Commission, operating as Central California Alliance for Health (the "Alliance"), having a principal place of business at 1600 Green Hills Road, Suite 101, Scotts Valley, CA 95066-4981, and County of Monterey ("Partner"), having a principal place of business at 168 West Alisal Street, Salinas, CA 93901.

This SOW is fully incorporated into the Agreement and sets forth additional terms and conditions that apply to Partner's receipt of the Alliance Housing Fund Award described below. Any individual reference to the "Agreement" or "SOW" shall be deemed to include the terms of both the Agreement and SOW.

Project:	Recurso de Fuerza Low Barrier Navigation Center ("Project")"
Award Letter Date:	September 17, 2025
Partner Name:	County of Monterey
Partner's Liaison:	Roxanne Wilson
Award:	The actual amount of the Alliance Housing Fund funds awarded to Partner shall be determined commensurate with Partner's achievement of the Project Milestones below and contingent upon Partner's compliance with the terms of the Agreement in which this SOW is incorporated ("Award").
Maximum Award:	The Award amount shall not exceed **$1,228,961.00** ("Maximum Award")
Purpose of Project:	To support the Project as described in this Agreement and the revised Letter of Intent dated September 17, 2025, that is or will be located at 118 1st Street, Watsonville, CA 95076, and to provide services to Medi-Cal eligible individuals currently experiencing homelessness.
Minimum Medi-Cal Eligible Individuals Preference Threshold Requirement:	Partner must restrict occupancy for at least 80% of the Project's total units (27 of 34 units) to Medi-Cal eligible individuals ("Minimum Medi-Cal Occupancy").

A. **PAYMENT PRECONDITIONS:** The Alliance will not disburse any Award payments until this Agreement, including this SOW, has been fully executed and the Alliance has approved a Project Plan, as described below, and all required supporting documents. The Partner shall

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append applicable supporting documents to the Project Plan, all in form and substance acceptable to the Alliance. To ensure Project feasibility and financial sustainability, Partner must fulfill the payment preconditions below and provide documentation for review in accordance with the terms of this Agreement and SOW before receiving any Award funds. All other funds necessary to complete the full Project costs, including any pre-development, development, and post-development activities described in this Agreement and SOW must be committed as a condition precedent to receiving Award funds. It is mutually agreed that if the Partner does not appropriate sufficient funds to cover the full Project costs, the Alliance may immediately terminate the Agreement, and the Alliance shall have no liability to pay any Award funds whatsoever or to furnish any other considerations to Partner. Such termination will not limit any other remedies that may be available to the Alliance under this Agreement, at law, or in equity.

1. **Project-Specific Contingencies**: None

2. **Funding Sources**: Partner will satisfy its obligation to cover the costs of the Project's development, operations, and services as set forth in this Agreement by leveraging funding commitments, or other reasonable funding assurances, from other funding sources. Partner agrees that the Award is contingent upon Partner securing funding from such sources to cover the total cost of completing the Project and fulfilling Partner's obligations under the Agreement, including the Useful Life requirement. The Alliance's obligation to make any disbursements of Award funds to Partner is subject at all times to Partner's ongoing demonstration of its ability to cover the costs of the Project. Partner must list all funding sources below (both private and public) with each funding source's full legal name, the funding dollar amount(s), and timing of funding availability. Partner represents that Partner has secured funding for the Project as follows:

    a. Non-Alliance funding sources secured by Partner:
        1. Encampment Resolution Funding - $5,034,591.00 (Construction & Site Development Only)
        2. Encampment Resolution Funding - $2,571,460.00 (Services and Operations Only)

    i. Other financial support: None

Partner must fulfill the above payment preconditions and provide documentation for review in accordance with the terms in this Agreement and Section B and C of this SOW to ensure project feasibility and financial sustainability. All funds necessary to complete the full Project costs, including the development and post-development activities described in the Agreement and this SOW, must be timely committed as set forth in this Agreement. It is mutually agreed that if the Partner does not appropriate sufficient funds to cover the full Project costs, the Alliance may immediately terminate the Agreement, and the Alliance shall have no liability to pay any Award funds whatsoever or to furnish any other considerations to Partner. Such termination will not limit any other remedies that may be available to the Alliance under this Agreement, at law, or in equity.

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B. PROJECT PLAN: For purposes of this Agreement, "Project Plan" shall mean a clear, precise, and detailed implementation schedule with an itemized budget for the Project, including a description of the work to be performed under each Milestone, corresponding completion dates, and corresponding costs. The Project Plan must include all uses of funds (ex., acquisition costs, site preparation and infrastructure costs, rehabilitation/or construction costs, financing costs, professional fees, developer fees, and other soft costs) associated with the Project. Partner shall prepare and submit a proposed Project Plan to the Alliance for approval in accordance with the Phase 1 Milestones below. The Project Plan must include documentation in a form satisfactory to the Alliance evidencing the firm commitments of the Funding Sources listed above with all applicable terms and conditions. Examples of satisfactory forms of documentation include:

a. Final loan approval letters;
b. Bank statement demonstrating reserves earmarked for the Project;
c. Tax credit award letters;
d. Binding Grant award letters;
e. If the applicant is a partnership or limited liability corporation, a copy of the partnership agreement or operating agreement, which will indicate the cash contributions by the partner(s) or member(s);
f. If equity is committed by the developer or owner(s), evidence of available equity funds; and
g. Board resolution documenting committed funding

The Alliance shall have ten (10) business days to review and, in its discretion, approve or raise objections to the proposed Project Plan. If the Alliance raises any such objections, Partner shall have three (3) business days to revise and resubmit a proposed Project Plan. The Alliance shall have no obligation to disburse any Award funds unless and until Partner submits a Project Plan acceptable to the Alliance. Upon acceptance, the Project Plan shall automatically become incorporated into and form an essential part of this Agreement, and the Award shall be conditioned upon Partner's adherence to the deliverables schedule under the approved Project Plan.

Partner must promptly notify the Alliance of any unexpected delays and challenges that are likely to have a material adverse impact on Partner's ability to complete the Project in a manner consistent with the approved Project Plan, such as weather, strikes, differing site conditions, price increases in construction materials, and other events beyond Partner's control. Partner must obtain written approval from the Alliance prior to making any material changes to the Project Plan. Minor variances in Project Plan budget line items shall not be considered material unless total Project expenditures would exceed the total budget amount or result in significant delays. Changes to the Project Plan requiring the Alliance's prior approval will not be effective unless and until approved in writing by the Alliance. Changes approved by the Alliance will not necessitate an amendment of this Agreement.

C. PROJECT MILESTONES: In order to maintain continued eligibility to receive the Award funds hereunder, Partner must meet the following Project milestones (each, a "Milestone"):

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1. **Phase One.**
    a. Phase One Milestones:
        i. Confirm acquisition process.
        i. Obtain design plans.
        ii. Complete construction budget.
        ii. Acquire permits from the City of Watsonville to build a 34-unit non-congregate, Low Barrier Navigation Center ("Modular Units").
            - By July 1, 2025, Partner will have received architectural plans and permits to begin construction of the Modular Units at 118 1st Street, Watsonville, CA 95076
        iii. Provide proof of signed general contractor contract.
        iv. Begin construction.
            - Construction Start Date. Partner began construction of the Project on: July 21, 2025 ("Construction Start Date").
    b. Phase One Completion Date: Within ten (10) business days of Effective Date.
    c. Deliverables: Documentation of Phase One Milestones completion, including submission of proposed Project Plan and documentation of any applicable Payment Preconditions listed in Section A of this SOW.
    d. Deliverable Due Date: Within ten (10) business days of Effective Date.
    e. Payment Percentage: 80% of Maximum Award

2. **Phase Two**
    a. Phase Two Milestones:
        i. Establish Prioritization Process for Medi-Cal Eligible Individuals. By November 30, 2025, Partner will establish a process for prioritizing Medi-Cal eligible individuals for placement. All prioritization systems must be at all times in strict accordance with all applicable federal, state, and local laws, including the U.S. Department of Housing and Urban Development's Fair Housing Act.[2] Partner shall develop Project prioritization systems as follows:
            - Non-Permanent Supportive Housing. If all or a portion of the Project is for uses other than permanent supportive housing (e.g., recuperative care and short-term post hospitalization housing), the following shall apply to such non-permanent supportive housing units:
                - Partner shall submit a proposed process of prioritization to the Alliance at least 30 days prior to implementing such process under this Agreement. Such proposal must be delivered in writing by Partner and include a detailed narrative description of the prioritization process, how such system will prioritize placement of Medi-Cal eligible individuals to meet Minimum Medi-Cal Occupancy

[2] Housing Discrimination Under the Fair Housing Act | HUD.gov / U.S. Department of Housing and Urban Development (HUD)

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requirements, and an attestation that the placement prioritization process complies with the terms of this Agreement and Medi-Cal eligibility income requirements.
    - Should Partner include a proposed process of prioritization in Partner's Phase 1 Milestone Project Plan deliverable, such system shall be considered approved under this Agreement upon the Alliance's approval of the Project Plan.

ii. Complete Construction.
- By December 31, 2025, Partner will complete the Modular Units at 118 1st Street, Watsonville, CA 95076, for the purpose of Short-Term Post-Hospitalization Housing and Recuperative Care.

iii. Obtain Certificate of Occupancy.
- By December 31, 2025, all interim supportive housing units will be fully occupied, and meet Minimum Medi-Cal Occupancy.

iv. Establish Service Availability and Best Efforts Prioritization Outcomes.
- By March 31, 2026, Partner will ensure that on-site case management services are available/provided and individual services plans are developed for all Medi-Cal eligible residents receiving case management services.

b. Phase Two Completion Date: March 31, 2026
c. Deliverables: Detailed documentation of Phase Two Milestones completion, including timely submission of reports and, as applicable, validated prioritization lists.
d. Deliverable Due Date: April 30, 2026
e. Payment Percentage: 10% of Maximum Award

3. **Post Completion; Useful Life.**
    a. Useful Life Implementation. At all times during the Useful Life (i.e., 10 years following Phase Two Completion Date), Partner shall place Medi-Cal residents as set forth in this Agreement consistent with Medi-Cal eligibility income requirements and the approved prioritization process. For this purpose, Partner agrees to provide the Alliance with an annual report which attests that Partner has maintained the Minimum Medi-Cal Occupancy requirement as set forth in this Agreement and SOW, and that Partner has continued to comply with all terms of this Agreement. Partner agrees to submit a complete and accurate report to the Alliance by March 31st of each calendar year for the Useful Life of the Project, (i.e., 10 years following Phase Two Completion Date) ("Annual Attestation"). The Annual Attestation shall be consistent with the format outlined in the Annual Attestation Template attached as Exhibit 2 to this Agreement. Partner also agrees to timely provide all information reasonably requested by the Alliance to validate Partner's Annual Attestation responses. Partner may deliver the Annual Attestation to the Alliance in the manner specified in Section 22 of the Agreement, by submission through the Alliance's online incentives portal, or by email to: pdincentives@thealliance.health with a copy to the Alliance's Liaison. If delivered by email, the Annual Attestation shall be deemed given when actually received by the Alliance. The failure of Partner to timely submit the Annual Attestation shall

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be a material breach of this Agreement. This Section shall survive termination of the Agreement.

b. Should a Medi-Cal eligible individual cease to be eligible for Medi-Cal after placement due to an increase in such individual's income or a decrease in the Medi-Cal eligibility income limits, and such change in status causes Medi-Cal eligible occupancy to fall below the Minimum Medi-Cal Occupancy, Medi-Cal eligible individuals must be given first priority for all next available units until the Minimum Medi-Cal Occupancy is reached. Partner's failure to meet the Minimum Medi-Cal Occupancy for the aforementioned reasons shall not be considered a violation of this Agreement or SOW, provided that Partner follows the foregoing procedure. This Section shall survive termination of the Agreement.
c. In the event of Partner's nonperformance of the Useful Life obligations or other breach of Partner's obligations under this Agreement, Partner shall indemnify the Alliance against all losses, damages, costs, and expenses incurred by the Alliance as a result of such breach or nonperformance by the Partner. The Alliance may proceed directly against Partner in connection with this guarantee without being required to proceed against Partner under this Agreement or to pursue or exhaust any other rights or remedies the Alliance may have against Partner or any other party.
d. Useful Life End Date: 10 Years from Phase Two Completion Date
e. Deliverables: Annual attestation.
f. Deliverable Due Date: March 31st of each calendar year during the Useful Life.

D. PROJECT DURATION: Partner shall have a period of 39 months from the Effective Date to complete all activities that were submitted for funding in the Letter of Intent approved by the Alliance on September 17, 2025, and all required reporting. Partner shall continue to house Medi-Cal eligible individuals in accordance with this Agreement for no less than the Useful Life (i.e., 10 years following Phase Two Completion Date).

E. PAYMENT SCHEDULE: Payments shall be made to Partner by the Alliance according to the schedule provided below, subject to the Alliance's receipt of all documentation reasonably required by the Alliance and Partner's compliance with all of the terms of this Agreement:

1. **Initial Payment**. The initial payment shall not exceed eighty percent (80%) of the Maximum Award amount and shall be paid within thirty (30) business days of the Alliance's actual receipt of a progress report from Partner indicating that all Phase One Milestones have been completed.

2. **Final Payment**. Final payment of twenty percent (20%) of the Maximum Award amount (or remaining balance per actual Project expenses) shall be paid within thirty (30) business days of the receipt by the Alliance of a progress report indicating that all Milestones of the Project have been completed. The progress report will include a narrative, original Project budget versus actual expenses, and verification of Project expenses incurred since the previous payment. Progress report should include documentation demonstrating that the Project is complete (e.g. certificate of occupancy).

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F. DOCUMENTATION: Partner shall provide the Alliance with such documentation as the Alliance may request to verify Partner's progress and completion of the Project Milestones as required under this SOW. Partner will submit documentation through the Alliance's online incentives portal unless otherwise requested by the Alliance. Partner shall notify the Alliance when Partner meets the Construction Start Date and Phase Two Completion Date requirements. Partner shall further provide, within thirty (30) calendar days of the Alliance's request, such progress, financial, operational, and other reports as the Alliance may from time-to-time request, in a form and substance satisfactory to the Alliance. Failure to provide requested documentation within the required time period shall be considered a material breach of this Agreement, and the Alliance may, at its discretion, terminate this Agreement for cause and recoup payment in accordance with the terms of this Agreement, and/or withhold any portion of the Award otherwise payable under this Agreement.

G. DISCRETION OF ALLIANCE: If Partner fails to meet the required Construction Start Date or the required Phase Two Completion Date and/or reporting deadlines, the Alliance shall have the discretion to withhold interim or final payments hereunder, as the case may be, and may, at its sole discretion, change or adjust any of the deadlines provided for herein, including requiring such additional documentation or changes as it shall determine to be reasonable and necessary for the completion of the Project under an alternative schedule.

H. ACTUAL COSTS: Payments shall be made for Partner's actual costs incurred and reported in accordance with this Agreement. Under no circumstances shall payment exceed the amount of the Maximum Award.

I. RELIGIOUS ACTIVITIES: Partner may not engage in inherently religious activities, such as worship, religious instruction, or proselytization as part of the Project. If Partner conducts such activities, the activities must be offered separately, in time or location, from the Project or services funded under this Agreement, and participation must be voluntary for all Project participants and residents. Partner shall not use any Award funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. In addition, Partner shall not discriminate against any potential or actual Project resident or other participant on the basis of religion or religious belief. The Award may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. Sanctuaries, chapels, or other rooms that Partner uses as its principal place of worship are ineligible for Award-funded construction or improvements.

[*signatures appear on following page*]

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The parties are concurrently executing this SOW and the Agreement, both effective upon final signature ("Effective Date").

For Partner:	**For the Alliance:**
County of Monterey	Santa Cruz-Monterey-Merced-San Benito-Mariposa Managed Medical Care Commission, operating as Central California Alliance for Health
By: DocuSigned by: Deborah Paolinelli DFCFE819B75E478...	By: Michael Schrader
Print Name: Deborah Paolinelli	Print Name: Michael Schrader
Title: Assistant County Administrative Officer	Title: CEO
Date Signed: 9/29/2025 | 9:36 AM PDT	Date Signed: 09/30/2025 | 9:58 AM PDT

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EXHIBIT 2

LETTER OF INTENT

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County of Monterey
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September 17, 2025

Christy Puga, Senior Program Development Analyst
Central California Alliance for Health (Alliance)
1600 Green Hills Road, Suite 101
Scotts Valley, CA 95066-4981

Re: Alliance Housing Funding Application $1,228,961

The County of Monterey Administrative Office's Homelessness Strategies and Initiatives Division respectfully submits this revised Letter of Intent (LOI) to request consideration for a Housing Fund (Funds) award in the amount of $1,228,961 by the Central California Alliance for Health (Alliance) to provide gap funds in support of the construction of a 34-bed Low Barrier Navigation Center (LBNC) project which will provide short-term post hospitalization and recuperative care services in addition to provision of shelter, housing navigation, and supportive, wrap-around services.

This revised LOI supersedes the original LOI submitted to the Alliance on June 11, 2025, by the selected LBNC operator, Community Action Board of Santa Cruz County Inc. (CAB). The updated LOI reflects the following key revisions:

- The County of Monterey (COM) is now the designated requestor for the Funds award, as the owner of the modular units for the LBNC.
- An updated budget summary has been included.
- Details of the contract with Dignity Moves for construction and a subcontract with CAB for the LBNC FF&E (Furniture, Fixtures, and Equipment).

Project Description: The 34-bed LBNC project (Project) is a joint effort between the County of Monterey (COM) and the County of Santa Cruz (COSC), established through a Memorandum of Understanding (MOU), executed in February 2024, to humanly resolve encampments along the Pajaro River levee in anticipation of critical river levee repairs. The executed MOU between COM and COSC is attached for reference (Attachment 1).

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Due to the location of the levee, its proximity to Watsonville, and distance from any services in Monterey County, the site for the LBNC was determined to be best suited in Watsonville on property owned by Westview Presbyterian Church (WPC). The LBNC will provide shelter, recuperative care, and comprehensive service for individuals transitioning out of the encampment.

Project Funding: The project is primarily funded by an Encampment Resolution Funding Program Round Two (ERF-2-R) grant awarded to COM by the California Department of Housing and Community Development (HCD) in the amount of $8 million, supporting both construction of the 34-bed LBNC and funding up to two years of operations and service delivery. The executed ERF-2-R agreement between HCD and COM is attached for reference (Attachment 2).

Project Goals: The goal of the LBNC project is to move encampment occupants to a safe space and allow for levee repairs to begin and to provide support to connect these individuals into permanent or other supportive housing options.

Project Features: The LBNC will be constructed using HCD-certified modular units and will include:

- 28 single occupancy sleeping units
- 2 double occupancy sleeping units
- 4 ADA-compliant sleeping units
- Hygiene units (showers & restrooms), laundry, common areas, multipurpose/dining space, intake, and admin units
- Recuperative care multipurpose unit
- Outdoor amenities, a pet relief area, bike racks and storage facilities

The LBNC will implement a Housing first and trauma-informed care model, with CAB contracted as the operator via a subcontract with the Coalition of Homeless Services Providers (CHSP), Monterey and San Benito Counties Continuum of Care lead agency, utilizing ERF-2 funding provided by COM. CAB also holds a separate agreement with CHSP to utilize Homeless Housing, Assistance and Prevention (HHAP) funding for interim sheltering services for this project. The executed LBNC operations and services subcontract between CHSP and CAB is attached for reference (Attachment 3).

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Property Ownership and Lease Agreement with WPC: Upon completion of construction, the modular units will be owned by COM until June 30, 2026, when there will be a transfer of the LBNC to COSC on July 1, 2026, per the MOU between the Counties. The land where the LBNC will be constructed is owned by WPC, located at 118 First Street, Watsonville, CA and will be leased to CAB for a three-year term lease. WPC intends to renew the lease in the event there is a transfer of ownership of the modular units from the COM to the COSC. The executed Lease Agreement between CAB and WPC is attached for reference (Attachment 4).

Construction Contract with DignityMoves: COM has entered a partnership with DignityMoves, the development management agency to coordinate and manage the construction and site infrastructure for the LBNC. Through a subcontract, COM will administer the Housing Fund award toward Dignity Moves' estimated construction budget of $6,122,666 for the construction portion of the project, which is also financially supported by COM's funding award from an Encampment Resolution Funding grant in the amount of $5,034,591. The executed Development Management Agreement for the site development and construction of the LBNC between COM and DignityMoves is attached for reference (Attachment 5).

Operations Subcontract with CHSP/CAB: COM entered a partnership with CHSP to select and subcontract with CAB to serve as the LBNC Operator until the transfer of the LBNC to COSC. Through the CHSP subcontract with CAB, COM will administer the Housing Fund award toward FF&E expenditures for the LBNC, which is also financially supported by COM's funding award from an Encampment Resolution Funding grant in the amount of $2,571,460. The executed Agreement for the selection of the LBNC Operator between COM and The Coalition of Homeless Services Providers is attached for reference (Attachment 6).

Updated Budget Summary: The Funds request focusing on capital and site readiness needs a total $1,228,961 and includes partial payment toward the LBNC construction and FF&E expenditures.

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Anticipated Timeline:

Milestone	Timeline
Permitting, personnel recruitment, and contract negotiations	August 2024 to July 2025
Finalize permits and commence construction	July 2025
Construction Start Date	July 21, 2025
Delivery of Modular Units to Property Site	July to August 2025
Completion of construction of LBNC	November 2025
CAB site access and setup	November to December 2025
Ramp up to full capacity	December 2025 to March 2026
LBNC ownership transition from COM to COSC	July 1, 2026

The County of Monterey is grateful for CCAH's continued support and partnership in addressing regional homelessness. We believe this 34-bed LBNC represents a transformative project for a vulnerable population and aligns closely with the Alliance's mission to support the health and well-being of our communities.

We respectfully request your favorable consideration of this revised LOI.

Sincerely,

Signed by:
82F8AC3D92A48F

Roxanne Wilson
Director, Homeless Services
County of Monterey Administrative Office
Division of Homelessness Strategies and Initiatives

Attachments: MOU between COM and COSC (1)

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ERF-2-R Grant Agreement between HCD and COM (2)
Services Contract between CHSP and CAB (3)
Lease between WPC and CAB (4)
Development Management Agreement between COM and DignityMoves (5)
Contract for LBNC service provider selection between COM and CHSP (6)

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EXHIBIT 3

ANNUAL ATTESTATION TEMPLATE FOR

CENTRAL CALIFORNIA ALLIANCE FOR HEALTH HOUSING FUND

This Annual Attestation applies to Partner's receipt of Housing Fund Award funds under the Letter of Agreement referenced below between Partner and the Santa Cruz-Monterey-Merced-San Benito-Mariposa Managed Medical Care Commission, operating as Central California Alliance for Health, ("Alliance"), having a principal place of business at 1600 Green Hills Road, Suite 101, Scotts Valley, CA 95066-4981.

Partner must accurately complete and submit this Annual Attestation to the Alliance by March 31st of each calendar year for the Useful Life of the Project, as further set forth in the Letter of Agreement.

Partner may deliver this Annual Attestation to the Alliance Liaison by any of the following: by submission in the Alliance's online incentives portal, in person, by registered or certified mail, return receipt requested, or U.S. Postal Service Express Mail, with postage prepaid, by Federal Express, other overnight courier that guarantees next day delivery, or by email to: pdincentives@thealliance.health. If delivered by email, the Annual Attestation shall be deemed given when confirmed actually received by the Alliance.

Project:	Recursos de Fuerza, a Low Barrier Navigation Center ("Project")
Letter of Agreement Effective Date:	09/30/2025 | 9:58 AM PDT
Partner Name:	County of Monterey
Minimum Medi-Cal Eligible Individuals Preference Threshold Requirement:	Partner must restrict occupancy for at least 80% of the Project's total units (27 of 34 units) to Medi-Cal eligible individuals ("Minimum Medi-Cal Occupancy").

Requirement Type	Description of Requirement	Partner Response
Minimum Medi-Cal Occupancy	Partner must restrict occupancy for at least the Minimum Medi-Cal Occupancy levels specified above. Please confirm Partner has maintained Minimum Medi-Cal Occupancy. If Partner failed to meet Minimum Medi-Cal Occupancy levels, please provide good faith estimate of	□ Yes. □ No. If "No," please explain:

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	occupancy by Medi-Cal eligible individuals during the reporting year and narrative explanation of Partner's failure to meet requirement. • Project is for Recuperative Care or Short-Term Post-Hospitalization Housing, minimum threshold is based on number of stays by Medi-Cal eligible individuals out of total stays.	
Prioritization Process	Current prioritization process. Please confirm use of approved prioritization process. If Partner is currently using a prioritization process other than the process approved by the Alliance, please provide narrative description of current process and how process complies with Medi-Cal eligibility income requirements in alignment with the Letter of Agreement.	□ Yes □ No. If "No," please explain:

By signing the below, Partner attests that the information above is true and correct, that Partner has continued to act in compliance with the Letter of Agreement, and that the Project facilities have continued to operate in alignment with the Letter of Agreement. Partner shall provide all information reasonably requested by the Alliance to validate the above information or to support any response to any government audits or inquiries related to the Letter of Agreement.

Partner:

By: _____

Print Name: _____

Title: _____

Date Signed: _____

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Memorandum of Understanding Between the County of Monterey Agricultural Commissioner's Office and the Salinas Valley Fair

This Memorandum of Understanding (MOU) between the County of Monterey, through the Agricultural Commissioner's Office (hereafter, "County" or "CAC") and the Salinas Valley Fair, ("SVF") (collectively "the parties") sets forth the roles and responsibilities of each party regarding County funding (not to exceed $25,000) of the 2026 Salinas Valley Fair Agriculture Building for the purpose of agriculture education.

Recitals
Whereas, the Board of Supervisors approved funding last year. The Agricultural Commissioner wishes to provide support for agricultural education efforts by the Salinas Valley Fair and;

Whereas, the parties understand and agree that said support from County, through the Agricultural Commissioner to SVF shall be dependent on approval by the Board of Supervisors; and;

Whereas, the Agricultural Commissioner has funding currently available in its FY 2025-26 budget approved by the Board of Supervisors sufficient to make the payment set forth in this MOU for FY 2025-2026;

Now, therefore, the parties agree as follows:

Purpose
The purpose of this MOU is to provide funding on or before June 30, 2026, to SVF for the setup, upkeep and monitoring of the SVF Agriculture Building. The Fair is scheduled to take place from May 14, 2026 through May 17, 2026.

This MOU is to provide funding to SVF for the Agricultural Building and to establish an understanding between the County, through the CAC, and the SVF regarding the roles and responsibilities of said parties.

Roles
SVF shall provide an educational agricultural display which includes a hands-on experience "Barn Yard Adventures" and reality posters to engage visitors through their smart phones during the Fair from May 14, 2026 through May 17, 2026.

SVF shall include the CAC's logo in print material.

Other Provisions
Any future funding to this MOU is subject to funding availability as determined through the County's annual Budget review and approval process. Funds will be dispersed upon approval of the Board of Supervisors.

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The County shall hold harmless and indemnify SVF for any claims, actions or proceedings arising out of the negligence or intentional misconduct of its officers, employees or agents in the performance of its duties pursuant to this MOU. SVF shall hold harmless and indemnify the County for any claims, actions or proceedings arising out of the negligence or intentional misconduct of its officers, employees, or agents in the performance of its duties pursuant to this MOU.

Any action to modify or amend this MOU shall be done in writing. The party requesting the modification or amendment shall give the other party ninety (90) days written notice of any such proposed action which shall be subject to the mutual agreement of the parties to this MOU. Any modification or amendment to this MOU shall be in writing and shall be executed by and between the parties.

Either party may terminate this MOU by providing ninety (90) days written notice to the other party.

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.

This MOU shall become effective upon the last date opposite the respective signatures below and shall continue in effect through and including June 30, 2026, or until this MOU is modified or terminated by the parties.

County of Monterey

Signed by:
By: _____
3A661F46104B4E8...
Juan Hidalgo
Agricultural Commissioner

Date: 1/21/2026 | 7:32 AM PST

Approved as to form and legality
Susan K. Blitch, County Counsel

Signed by:
By: Mary Grace Perry
76A18B9BA72D498...
Mary Grace Perry
Deputy County Counsel

Date: 1/16/2026 | 10:36 AM PST

Approved as to fiscal provisions
Rupa Shah, Auditor-Controller

DocuSigned by:
By: Patricia Ruiz
E79EF64E57454F6...

Date: 1/20/2026 | 7:28 AM PST

Salinas Valley Fair

DocuSigned by:
By: Lauren Hamilton
3B0BDEE6DFF2493...
Lauren Hamilton
CEO, Salinas Valley Fair

Date: 1/16/2026 | 1:16 PM EST

Docusign Envelope ID: C704FA73-6A65-490B-BE17-4C5F1360AF70

Memorandum of Understanding Between the County of Monterey Agricultural Commissioner's Office and the Monterey County Fair

This Memorandum of Understanding (MOU) between the County of Monterey, through the Agricultural Commissioner's Office (hereafter, "County" or "CAC") and the Monterey County Fair, through the 7th District Agricultural Association ("MCF") (collectively "the parties") sets forth the roles and responsibilities of each party regarding County funding (not to exceed $25,000) of the 2026 Monterey County Fair Agriculture Building for the purpose of agriculture education.

Recitals
Whereas, as part of the Budget process each year since FY 2009-2010, the County Board of Supervisors has directed the Agricultural Commissioner to provide support of agricultural education efforts; and;

Whereas, the parties understand and agree that said support from County, through the Agricultural Commissioner to MCF shall be dependent on funding and approval by the Board of Supervisors; and;

Whereas, the Agricultural Commissioner has funding currently available in its FY 2025-26 budget approved by the Board of Supervisors sufficient to make the payment set forth in this MOU for FY 2025-2026;

Now, therefore, the parties agree as follows:

Purpose
The purpose of this MOU is to provide funding on or before June 30, 2026, to MCF for the setup, upkeep and monitoring of the Monterey County Fair Agriculture Building, the Ag Country Store, and a school tour day. The Fair is scheduled to take place from August 28, 2026 through September 01, 2026.

This MOU is to provide funding to MCF for the Agricultural Building and to establish an understanding between the County through the CAC and the MCF regarding the roles and responsibilities of said parties.

Roles
MCF shall provide an agricultural display and virtual exhibits during the Fair from August 28, 2026 through September 01, 2026.

MCF shall include the CAC's logo in print material.

Other Provisions
Any future funding to this MOU is subject to funding availability as determined through the County's annual Budget review and approval process. Funds will be dispersed upon

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approval of the Board of Supervisors.

The County shall hold harmless and indemnify MCF for any claims, actions or proceedings arising out of the negligence or intentional misconduct of its officers, employees, or agents in the performance of its duties pursuant to this MOU. MCF shall hold harmless and indemnify the County for any claims, actions or proceedings arising out of the negligence or intentional misconduct of its officers, employees, or agents in the performance of its duties pursuant to this MOU.

Any action to modify or amend this MOU shall be done in writing. The party requesting the modification or amendment shall give the other party ninety (90) days written notice of any such proposed action which shall be subject to the mutual agreement of the parties to this MOU. Any modification or amendment to this MOU shall be in writing and shall be executed by and between the parties.

Either party may terminate this MOU by providing ninety (90) days written notice to the other party.

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.

This MOU shall become effective upon the last date opposite the respective signatures below and shall continue in effect through and including June 30, 2026, or until this MOU is modified or terminated by the parties.

County of Monterey

By: Signed by: 3A661F46104B4E8...
Juan Hidalgo, Agricultural Commissioner

Date: 1/21/2026 | 7:30 AM PST

Approved as to form and legality
Susan K. Blitch, County Counsel

By: Signed by: Mary Grace Perry 76A18B9BA72D498...
Mary Grace Perry, Deputy County Counsel

Date: 1/16/2026 | 10:54 AM PST

Approved as to fiscal provisions
Rupa Shah, Auditor-Controller

By: DocuSigned by: Patricia Ruiz E79EP04E37434P6...
Date: 1/20/2026 | 7:31 AM PST

7th District Ag Association
Monterey County Fair

By: DocuSigned by: KELLY VIOLINI 5D7F0343AC334BE...
Kelly Violini
CEO, Monterey County Fair

Date: 1/16/2026 | 10:48 AM PST

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Memorandum of Understanding Between the County of Monterey Agricultural Commissioner's Office and the Monterey County 4-H Council

This Memorandum of Understanding (MOU) between the County of Monterey, through the County of Monterey Agricultural Commissioner's Office (hereafter, "County" or "CAC") and the Monterey County 4-H Council (MC4H) (collectively "the parties") sets forth the roles and responsibilities of each party regarding County funding (not to exceed $25,000) in FY 2025-2026 to the Monterey County 4-H Council Program for the purpose of educating our next generation of farmers and ranchers, developing citizenship, leadership, responsibility and life skills in local youth.

Recitals

Whereas, the parties understand and agree that said support from the County through the Agricultural Commissioner to MC4H shall be dependent on approval by the Board of Supervisors; and;

Whereas, the Agricultural Commissioner has funding currently available in its FY 2025-26 budget approved by the Board of Supervisors sufficient to provide financial support to MC4H as set forth in this MOU for FY 2025-2026;

Now, therefore, the parties agree as follows:

Purpose

The purpose of this MOU is to provide funding, upon approval of the Board of Supervisors, to MC4H for the operating expenses of the programs and projects within the scope of the MC4H Program. The MC4H Program services 800 youth and 300 adults within Monterey County with outreach and partnerships with many local businesses and the agricultural community at large. There are fourteen 4H clubs in the County covering almost all geographic areas.

This MOU is to provide funding to MC4H for the Monterey County 4-H Council Program and to establish an understanding between the County through the CAC and the MC4H regarding the roles and responsibilities of said parties.

Roles

MC4H shall include the CAC logo in print material.

Other Provisions

Any future funding to this MOU is subject to funding availability as determined through the County's annual Budget review and approval process. Funds will be dispersed upon Board of Supervisors approval of this MOU.

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MC4H shall hold harmless and indemnify the County for any claims, actions or proceedings arising out of the negligence or intentional misconduct of its officers, employees, or agents in the performance of its duties pursuant to this MOU.

Any action to modify or amend this MOU shall be done in writing. The party requesting the modification or amendment shall give the other party ninety (90) days written notice of any such proposed action which shall be subject to the mutual agreement of the parties to this MOU. Any modification or amendment to this MOU shall be in writing and shall be executed by and between the parties.

Either party may terminate this MOU by providing ninety (90) days written notice to the other party.

The individuals executing this MOU on behalf of the parties represent and warrant that he or she has the requisite authority to enter this MOU on behalf of said party.

The MOU shall become effective upon the last date opposite the respective signatures below and shall continue in effect through and including June 30, 2026.

County of Monterey

Signed by:
By: 3A661F46104B4E8...
Juan Hidalgo
Agricultural Commissioner

Date: 1/21/2026 | 7:28 AM PST

Approved as to form
Susan K. Blitch, County Counsel

Signed by:
By: 76A18B9BA72D498...
Mary Grace Perry
Deputy County Counsel

Date: 1/16/2026 | 2:33 PM PST

Approved as to fiscal provisions
Rupa Shah, Auditor-Controller

DocuSigned by:
By: E79EF64E57454F6...
Patricia Ruiz

Date: 1/20/2026 | 7:35 AM PST

Monterey County 4-H Council

DocuSigned by:
By: 5D7FD343AC334BE...
Kelly Violini
President, Monterey County 4-H Council

Date: 1/16/2026 | 10:51 AM PST

DocuSigned by:
By: 49C21F2FE47E444...
Courtney Boyles
Courtney Boyles,
Finance Director, Monterey County 4-H Council

Date: 1/16/2026 | 2:19 PM PST

Docusign Envelope ID: D0FA3AD6-D30B-46A3-A262-30C7A951E4D3

Memorandum of Understanding (MOU) Between
The County of Monterey Agricultural Commissioner's Office and
Monterey County Agricultural Education, Inc.

Agricultural Education Program Development & Implementation

This Memorandum of Understanding (MOU) between the County of Monterey, through the Agricultural Commissioner (hereafter, "County" or "CAC") and Monterey County Agricultural Education, Inc., (MCAE) (collectively, "the parties") sets forth the roles and responsibilities of each party regarding County funding for certain Agricultural Education Programs including the Farm Day Experience program.

Recitals
Whereas, as part of the Budget process each year since FY 2009-10, the Board of Supervisors of the County of Monterey has directed the Agricultural Commissioner to provide support of agricultural education efforts; and

Whereas the parties understand and agree that said support from County, through the Agricultural Commissioner, to MCAE shall be dependent on funding and approval by the Board of Supervisors as outlined through the County's Budget review and approval process; and

Whereas, the Agricultural Commissioner has funding currently available in its FY 2025-26 budget approved by the Board of Supervisors sufficient to make the payments set forth in this MOU for FY 2025-26.

Now, therefore, the parties agree as follows:

Purpose
The purpose of this MOU is to provide funding to MCAE for certain educational programs conducted or commenced by MCAE in FY 2025-26 to establish an understanding between the County, through the CAC, and the MCAE regarding the roles and responsibilities of said parties in relation to funding provided by the County, through the CAC office, for MCAE's educational programs.

The Agricultural Commissioner shall provide funding to MCAE in an amount not to exceed $75,000. Funding from the CAC will be directed by MCAE towards educational programs, including three (3) Farm Day Experience programs, and more specifically to activities directly related to:

- Pest Management and Control
- Pesticide Use and Enforcement
- Crop Statistics
- Quarantine and Invasive Species
- Fruit and Vegetable Standardization

Roles
MCAE shall provide teacher training for Farm Day Experience programs.

MCAE shall include the CAC logo in print material.

Other Provisions
Any future funding for this MOU is subject to funding availability as determined through the County's annual Budget review and approval process. Funds will be dispersed upon approval of the Board of Supervisors.

The County shall hold harmless and indemnify the MCAE for any claims, actions or proceedings arising out of the negligence or intentional misconduct of its officers, employees, or agents in the performance of its duties pursuant to this MOU. The MCAE shall hold harmless and indemnify the County for any claims, actions or

proceedings arising out of the negligence or intentional misconduct of its officers, employees, or agents in the performance of its duties pursuant to this MOU.

Pursuant to California Government Code Section 8546.7 (Examination and audit of contracts involving expenditure of public funds), the parties to this MOU understand and agree that this MOU involves the expenditure of public funds in excess of ten thousand dollars ($10,000); and therefore, the parties shall be subject to examination and audit by the California State Auditor at the request of the County, or as part of any audit of the County by the State Auditor, for a period of three (3) years after final payment under this MOU and any amendments thereto.

Any action to modify or amend this MOU shall be done in writing. The party requesting the modification or amendment shall give the other party ninety (90) days written notice of any such proposed action which shall be subject to the mutual agreement of the parties to this MOU. Any modification or amendment to this MOU shall be in writing and shall be executed by and between the parties.

Either party may terminate this MOU by providing ninety (90) days written notice to the other party.

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.

This MOU shall become effective upon the last date opposite the respective signatures below and shall continue in effect until June 30, 2026, or until this MOU is modified or terminated by the parties.

County of Monterey

By: Signed by: 3A661F4610454E8...
Juan Hidalgo
Agricultural Commissioner

Date: 1/21/2026 | 7:24 AM PST

Approved as to form and legality
Susan K. Blitch, County Counsel

By: Signed by: Mary Grace Perry 76A18B9BA72D498...
Mary Grace Perry
Deputy County Counsel

Date: 1/16/2026 | 2:49 PM PST

Approved as to fiscal provisions
Rupa Shah, Auditor-Controller

By: DocuSigned by: Patricia Ruiz E79EF64E57454F6...

Date: 1/20/2026 | 7:36 AM PST

Monterey County Agricultural Education, Inc.

By: Signed by: Lisa Branco C578E85B6DF746C...
Lisa Branco
President

Date: 1/16/2026 | 1:38 PM PST

By: Signed by: Jake Odello E980C8C5FB9E486...
Jake Odello
Vice President

Date: 1/16/2026 | 2:16 PM PST

By: Signed by: Kerri Costa 3CEDA38CB315AA...
Kerri Costa
Treasurer

Date: 1/16/2026 | 2:44 PM PST

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PROGRAM FUNDING AGREEMENT
COMMUNITY CARE EXPANSION PRESERVATION PROJECTS

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SUMMARY COVER SHEET

Program Funding Agreement ID	**7480-CA CCE-CP_2064_MONTEREY-01-G**
Program Agreement Effective Date:	6/27/2023
Program Funding Agreement Manager:	**ADVOCATES FOR HUMAN POTENTIAL, INC. (AHP)** 490-B Boston Post Road, Sudbury, MA 01776-3365 Tel: (978) 443-0055 ♦ Fax: (978) 261-1467 **AHP Contracting Officer:** Charles Galland, COO cgalland@ahpnet.com **|** 978-261-1425 **AHP Project Director:** Louise Nieto Tel: 253 238 2673 (o) **|** lnieto@ahpnet.com **AHP Direct Staff Contact:** Louise Nieto Tel: 253 238 2673 (o) **|** lnieto@ahpnet.com
County:	**County of Monterey, a political subdivision of the State of California, acting through its Department of Public Health, Behavioral Health Bureau** **ATTN: Elsa Mendoza Jimenez, MPH** Address: 1270 Natividad Road Salinas, CA 93906 Phone: 831-755-4500 Email address: jimenezem@co.monterey.ca.us
Prime Contract Identification:	**California Department of Social Services** **Agreement No.: 21-3097** **Contract Title:** *Community Care Expansion Preservation Program*
Contract Type:	Deliverable Based Type Contract
Base Period of Performance:	Effective date through January 30, 2027
Consideration/Budget:	Facility Preservation and Renovation **Not to Exceed $3,200,744.00**

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This Program Funding Agreement (the "Agreement") is entered into June 27, 2023 (the "Effective Date"), by and between **ADVOCATES FOR HUMAN POTENTIAL, INC.,** a Massachusetts corporation, with offices located at **490-B Boston Post Road, Sudbury, MA 01776** ("**AHP**"), and **COUNTY OF MONTEREY, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, ACTING THROUGH ITS DEPARTMENT OF PUBLIC HEALTH, BEHAVIORAL HEALTH BUREAU** with offices at **1270 Natividad Road Salinas, CA 93906 ("County")**. AHP and County may be referred to separately as a "Party" or collectively as "Parties."

RECITALS

A. AHP entered into an agreement with the State of California (the "State") through the California Department of Social Services ("CDSS") to facilitate program funding awards and provide services to CDSS as the third party administrator of the CDSS Community Care Expansion Preservation Program ("Program"). The agreement between CDSS and AHP shall hereinafter be referred to as the "Prime Contract" or "CDSS Contract";

B. The purpose of the Program is to preserve and avoid the closure of licensed residential adult and senior care facilities that serve applicants and recipients of Supplemental Security Income/State Supplementary Payment and Cash Assistance Program for Immigrants ("Qualified Residents"), with a priority for individuals experiencing or at risk of homelessness ("Prioritized Population");

C. Pursuant to the requirements of the Program and CDSS guidelines, counties are to use their allocation of program funds to preserve the capacity of eligible residential adult and senior care settings as well as increase the acceptance of new Qualified Residents by providing operating subsidy payments ("Operating Subsidy Payments" or "OSP") and funding capital projects addressing critical repairs, required upgrades, and ensuring that facilities are compliant with licensing standards ("Capital Projects"), with the goal of preventing closures and preserving beds in existing licensed facilities;

D. In response to that certain Notice of Funding Availability issued by AHP on behalf of CDSS on or about June 10, 2022 (the "NOFA") for the Program, and the All County Welfare Directors Letter ("ACWDL") dated December 14, 2022 (collectively referred to as "Funding Letters"), County elected to receive its noncompetitive allocation of **Three Million Two Hundred Thousand Seven Hundred Forty-Four and 00/100 Dollars ($3,200,744.00)** for the purpose of funding Operating Subsidy Payments and/or Capital Projects ("Program Funds") and has submitted to AHP an Implementation Plan ("Implementation Plan") for the administration and disbursement of the Program Funds to existing licensed adult and senior care facilities serving Qualified Residents; and;

E. This Agreement sets forth the terms and conditions of AHP's administration and management of the Program Funds and County's duties and obligations related to its receipt of Program Funds. Capitalized terms not defined herein shall have the meanings ascribed thereto in the California Welfare and Institutions Code sections 18999.97 – 18999.98.

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NOW, THEREFORE, based upon the foregoing, and in consideration of the mutual covenants and agreements herein set forth, the Parties agree as follows:

ARTICLE 1.
AUTHORITY

California Assembly Bill 172 (Chapter 696, Statutes of 2021) ("AB 172") added sections 18999.97-18999.98 to the Welfare and Institutions Code, providing the statutory basis for the Program and California Senate Bill 129 (Chapter 69, Statutes of 2021), the Budget Act of 2021, and California Assembly Bill 178 (Chapter 45, Statutes of 2022), Budget Act of 2022, provide the funding for the Program. CDSS issued the Funding Letters and AHP publishes Funding Letters on behalf of CDSS and provides technical assistance, general training and support to counties on administration, disbursement and monitoring of the Program Funds, as well as administration and fund management to CDSS.

This Agreement is entered under the authority of and in furtherance of the Program. This Agreement is the result of the County's election to accept its allocation of Program Funds and County's submission of an Implementation Plan which is subject to AHP and CDSS review and approval.

This Agreement hereby incorporates by reference County's approved Implementation Plan, as well as any report prepared by AHP in reliance on the representations and descriptions included in that Implementation Plan. This Agreement is governed by the following (collectively, the "Program Requirements"), and each of the following, as amended and in effect from time to time, is hereby incorporated by this reference as if set forth herein in full:

1.1 AB 172 (Chapter 696, Statutes of 2021), including any subsequent amendments to the statutes contained therein;

1.2 California Welfare and Institutions Code sections 18999.97 – 18999.98;

1.3 The NOFA, in the form attached to this Agreement as Attachment D; and the ACWDL dated December 14, 2022;

1.4 Guidance issued by CDSS regarding the Program;

1.5 Program Guidelines, or Program Manuals, as adopted by CDSS, and as may be amended from time to time;

1.6 The award letter(s) issued by AHP to County ("Award Letter") attached to this Agreement as Attachment E; and

1.7 All other applicable law, including, but not limited to, California Labor Code statutes applicable to public works projects.

County is solely responsible and liable for County and County's subcontractors' performance and compliance with this Agreement, the above-referenced Program Requirements, and all other local, state, and federal laws applicable to the Project.

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ARTICLE 2.
TERM

2.1 This Agreement shall commence on the Effective Date and shall expire automatically on June 30, 2027 (the "Expiration Date"); (the period from the Effective Date through the Expiration Date shall be referred to herein as the "Term"), unless earlier terminated by AHP or CDSS or assigned to CDSS pursuant to Section 2.3 below.

2.2 Upon the expiration of the Term, there shall be no extension or renewal of the Term of this Agreement, unless the Parties and CDSS otherwise agree in writing.

2.3 In the event that the Term of this Agreement is not extended, renewed, or terminated early, and either Party hereto shall have a material obligation to the other Party by the terms of this Agreement, which shall not be satisfied on or before the Expiration Date, all of AHP's rights and obligations under this Agreement shall be assigned automatically to CDSS, effective June 29, 2027, at 11:59 p.m. Each of the Parties hereto acknowledges and agrees that upon the occurrence of an assignment pursuant to this Section 2.3, such an assignment shall be effective without any further action by either Party hereto, or CDSS, and from and after the date of such an assignment: (i) CDSS shall be a Party to this Agreement and shall have all rights and obligations of AHP hereunder, and (ii) AHP shall cease to be a Party to this Agreement and shall be released from its obligations hereunder. Upon the occurrence of such assignment, the Term of this Agreement shall be extended automatically for a period of one (1) year and shall expire without any further action by either County or CDSS, unless County and CDSS otherwise agree in writing.

2.4 In the event that the Prime Contract is terminated or amended in a manner removing AHP from responsibility as a Party to this Agreement, and either Party hereto shall have a remaining obligation to the other Party by the terms of this Agreement, which shall not be satisfied on or before the Expiration Date, all of AHP's right and obligations under this Agreement shall be assigned automatically to CDSS effective upon the date of the termination or amendment.

2.5 Notwithstanding the foregoing or anything to the contrary contained herein, AHP and/or CDSS shall have the termination rights as set forth in Article 7, and Article 8, of this Agreement.

ARTICLE 3.
PROGRAM FUNDS AND DISBURSEMENT

3.1 Purpose. The County has been awarded the Program Funds in the amount set forth in this Agreement to be used solely for the purposes set forth in this Agreement and as detailed in the Implementation Plan and for no other purposes. The County shall be responsible for administering and disbursing the Program Funds for purposes that are consistent with the Program Requirements. The County may disburse Program Funds to Eligible Recipients (as defined below) for

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OSP and/or for Capital Projects. Program Funds awarded for OSP may not be commingled with Program Funds awarded for Capital Projects, and vice versa. The County is obligated to develop an application, allocation methodology and award process for Eligible Recipients consistent with the terms of this Agreement. Program Funds shall be disbursed only upon satisfaction of the requirements of this section.

3.2 Conditions of Disbursement. Within thirty (30) calendar days of the delivery to AHP of a fully executed Agreement, AHP shall disburse to the County twenty-five percent (25%) of the total amount of Program Funds awarded to the County ("Advance Disbursement"), which funds are to be used by the County in accordance with this Agreement. County shall submit proof of expenditures applied against the Advance Disbursement no later than (30) days after the end of each calendar quarter. In no event shall further Program Fund disbursements be made by AHP to County until after the Advance Disbursement has been exhausted and County has provided proof of expenditures applied against the Advance Disbursement. Such proof of expenditures shall be in a form approved by AHP and shall include any documentation requested by AHP to evidence the County's expenditures of funds, consistent with the terms of this Agreement. After the Advance Disbursement has been exhausted, disbursements shall be made by written request in a form approved by AHP and shall include any documentation requested by AHP to evidence the County's expenditures of funds, including Match Funds as described in Section 5.6, consistent with the terms of this Agreement ("Disbursement Request").

Disbursements are subject to the following:

3.2.1. County shall submit Disbursement Requests no more than once per calendar quarter, unless additional Disbursement Requests are permitted pursuant to section 3.2.4.

3.2.2. Disbursement Requests shall be submitted no earlier than the last day of each calendar quarter and no later than thirty (30) days following the last day of each calendar quarter.

3.2.3. Program Funds will be disbursed to the County for costs incurred for the Project within thirty (30) days of receipt of a complete Disbursement Request for Program Funds, provided such Disbursement Request is approved by AHP or its designee.

3.2.4. Other than the Advance Disbursement, all disbursements shall be based on actual expenditures incurred by the County. The County may

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submit requests for additional advance disbursements upon providing to AHP evidence of good cause for the additional advance disbursement, and AHP shall provide said request to CDSS for approval. Any approval or disapproval of a disbursement request for an advance disbursement is within the sole discretion of CDSS. In no event shall the balance of advance disbursements exceed 25% of the total Program Fund amount.

3.2.5. Disbursement Requests shall identify the purpose of the use of funds, whether for OSP or Capital Projects or both, and shall delineate items allocated to OSP or Capital Projects, if applicable.

3.2.6. Within ninety (90) days of the final Disbursement Request, the County shall provide AHP with (i) a reconciliation showing all expenditures made with Program Funds, including those made with the Advance Disbursement, (ii) documentation of the expenditure of all Match Funds, and (iii) any documentation or evidence requested by AHP to support such expenditures.

3.3 Documentation of Match Funds. Match Funds contributed pursuant to Article 5, Section 5.6 of this Agreement shall be reported with each Disbursement Request. In the event the Match Funds are an in-kind contribution in lieu of cash, including Project expenses incurred prior to the Effective Date (the "Sunk Costs"), the value of such in-kind contribution must be approved by AHP. All Match Funds must be expended prior to submitting the final Disbursement Request.

3.4 Disbursement of Program Funds to Eligible Recipients. The County shall be responsible for disbursement of Program Funds to Eligible Recipients. The County shall follow its standard procurement, invoicing, and reimbursement processes for the disbursement of Program Funds, consistent with the terms and conditions of this Agreement.

3.5 Additional Considerations for Program Funds Used For Capital Projects. The County shall be responsible for ensuring that Eligible Recipients comply with all construction requirements, including that Eligible Recipients comply with California Prevailing Wage laws (California Labor Code section 1720 et seq.), all permitting requirements of the local jurisdiction and any other governmental or Program Requirements. The County shall require that all facilities receiving Program Funds for Capital Projects undertaking a construction project costing more than One Million Dollars ($1,000,0000) shall obtain payment and performance bonds. Any exception to the requirement to obtain payment and performance bonds must be approved by AHP or CDSS.

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ARTICLE 4.
ELIGIBLE RECIPIENTS AND EXPENDITURES

The County shall disburse Program Funds to Eligible Recipients for the uses set forth below. In awarding Program Funds, the County shall prioritize facilities with the highest risk of closure and facilities with the highest percentage of Qualified Residents.

4.1 Eligible Recipients. Program Funds shall only be disbursed by the County to facilities meeting all of the following eligibility criteria ("Eligible Recipients"):

4.1.1 An existing licensed Adult Residential Facility as defined in Title 22, section 80001(a)(5) of the California Code of Regulations; Residential Care Facility for the Elderly, as defined in Title 22, section 87101(r)(5) of the California Code of Regulations; or a Residential Care Facility for the Chronically Ill as defined in Title 22, section 87801(r)(5) of the California Code of Regulations.

4.1.2 Currently serving at least one Qualified Resident.

4.1.3 In good standing with the Community Care Licensing Division or, if the facility is not in good standing, providing a certification that the Program Funds will bring the facility into good standing.

4.1.4 Has agreed to continue to serve Qualified Residents.

4.1.5 Has agreed to prioritize applications from Qualified Residents who are part of the Prioritized Population.

4.1.6 Has agreed to remain in good standing with Community Care Licensing Division.

4.1.7 Has agreed to use the Program Funds disbursed for the uses set forth below in Section 4.3 if Program Funds are used for OSP or Section 4.5 if the Program Funds are used for Capital Projects.

4.2 Additional Criteria for Eligible Recipients of OSP. In addition to the criteria for Eligible Recipients set forth in Section 4.1, recipients of Program Funds for OSP must also meet the following criteria:

4.2.1 Have a monthly or annual operating cash flow gap that places the facility at risk of closure or risk of reducing the number of beds for Qualified Residents.

4.2.2 Have recorded a deed restriction on the facility or property requiring that the facility continue to provide licensed adult and senior residential care for a minimum duration equal to at least the term of the agreement between the County and Eligible Recipients to fund the OSP.

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4.2.3 The duration of the agreement between the County and Eligible Recipients to fund the OSP is the period of time in which the County will be providing Program Funds for OSP to any Eligible Recipients within the County.

4.3 Eligible and Ineligible Uses of Program Funds for OSP. Program Funds used for OSP may be used to cover operating costs associated with the day-to-day physical operation of the Eligible Recipient's facility related to the Qualified Residents, including covering costs of utilities, maintenance and repair, staff and payroll costs, marketing, leasing, taxes and insurance, office supplies, accounting, and strategic planning. Examples of eligible uses are set forth in section 205 of the NOFA. Program Funds used for OSP may not supplant other funding available from existing local, state, or federal programs and grants supporting Qualified Residents and may not supplant the Qualified Residents' payments to the Eligible Recipient. Program Funds cannot be used for costs that are not related to operations, distributions to the facility owners, to pay tort claim liabilities, or to pay costs associated with a change of ownership. The County shall be responsible for ensuring that Program Funds are used for eligible purposes consistent with the Program Requirements and this Agreement.

4.4 Additional Criteria for Capital Project Eligible Recipients. In addition to the criteria for Eligible Recipients set forth in Section 4.1, recipients of Program Funds for Capital Projects must also meet the following criteria:

4.4.1 Have a gap in their financial ability to make needed repairs or upgrades, placing the facility at risk of closure or reducing the number of beds available for Qualified Residents.

4.5 Eligible and Ineligible Uses of Program Funds for Capital Projects. Program Funds used for Capital Projects are to be used for physical repairs and upgrades to an Eligible Recipient's facility, inside or outside the facility within the property line of the facility. Examples of eligible uses are set forth in section 205 of the NOFA. Program Funds used for Capital Projects may not supplant any existing funds used to support the prioritized population. Program Funds for Capital Projects shall not be used for repairs to foundations of leased facilities, projects that would expand or create new usable space, the provision of services, or for operating costs.

ARTICLE 5.
PROGRAM IMPLEMENTATION REQUIREMENTS

5.1 The County is responsible for the administration, disbursement, and monitoring of the Program Funds in accordance with the terms of this Agreement and the Program Requirements. Implementation requirements include the following:

5.2 Application Process. The County shall establish an application process for Eligible Recipients that addresses the Program priorities and goals. The application and funding selection process shall assess Eligible Recipients'

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financial capacity, and ability to adhere to the Program Guidelines, including ensuring that Eligible Recipients have sufficient staff capacity and financial resources to manage the facility. The County funding shall be distributed geographically throughout the County to the extent feasible.

5.3 Monitoring. The County is responsible for monitoring use of Program Funds to ensure that Program Funds are only used for eligible uses in a manner consistent with the Program Guidelines. The County procedures must include a corrective action plan for assessing the risk of activities, projects, and for monitoring facilities to ensure that Program Requirements are met. The County is responsible for taking appropriate action in the event that Eligible Recipients fail to use the Program Funds for eligible uses or fail to perform. The County may subcontract any of its obligations to a third party, but the County remains responsible for the obligations in this Agreement.

5.4 OSP Agreements. The County shall enter into written agreements with Eligible Recipients of Program Funds used for OSP, which at a minimum shall include (i) the Eligible Recipients reporting obligations; (ii) the requirement that the Eligible Recipient respond to requests for information from AHP and CDSS; (iii) the eligible uses of the Program Funds; (iv) the conditions under which Program Funds will be disbursed; (v) the method of disbursement; (vi) a requirement that the facility be deed restricted to provide licensed adult and senior residential care for a minimum duration equal to the term of the agreement between the County and the Eligible Recipient for the use of Program Funds for OSP; (vii) conditions for the repayment of Program Funds or cancellation of future disbursement of Program Funds; (viii) a requirement that the Eligible Recipient provide an annual audit within ninety (90) days of the end of the fiscal year, if applicable; (ix) a requirement to report material changes, such as changes in key staff or litigation against the Eligible Recipient or the facility, within thirty (30) days of such occurrence; (x) a requirement that the Eligible Recipient indemnify the County; and (xi) such other provisions required by AHP or CDSS. County may include other requirements in its the agreement with Eligible Recipients of Program Funds used for OSP.

5.5 Capital Project Agreements. The County shall enter into written agreements with Eligible Recipients of Program Funds for Capital Projects which at a minimum shall include (i) the Eligible Recipients reporting responsibilities; (ii) the requirement that the Eligible Recipient respond to requests for information from AHP and CDSS; (iii) the allowed use of the Program Funds; (iv) the conditions for disbursement of the Program Funds; (v) the method of disbursement for the Program Funds; (vi) any procurement and bidding requirements, including, but not limited to, requirements to pay prevailing wage pursuant to California Labor Code section 1720 et seq.; (vii) conditions for repayment of the Program Funds or the cancellation of future disbursements; (viii) a requirement that the Eligible Recipient provide an annual audit within ninety (90) days of the end of the fiscal year, if applicable; (ix) a requirement to report material changes, such as changes in key staff or litigation against the Eligible Recipient or the facility within thirty

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(30) days of such occurrence; (x) a requirement that the Eligible Recipient indemnify the County; (xi) if part of the County requirements, a requirement that the Eligible Recipient enter into a deed restriction to provide licensed residential care to Qualified Residents for a term determined by the County; and (xii) such other provisions required by AHP or CDSS. County may include other requirements in its agreement with Eligible Recipients of Program Funds used for Capital Projects.

5.6 Capital Project Program Fund Match. The County is required to match at least ten percent (10%) of the Program Funds for Capital Projects allocated to the County (the "Match Funds"). The County shall provide evidence to AHP of the contribution of Match Funds either in the form of cash or in-kind contributions as outlined in Article 3. Match Funds may be from the County or provided by an Eligible Recipient. In-kind Match Funds may be in the form of Sunk Costs directly related to the Capital Project, or costs directly related to the Capital Project that have already been incurred and cannot be recovered, and evidenced with documentation of paid invoices for professional services related to preconstruction of the specific Capital Project, as approved by AHP or CDSS on a case-by-case basis. In-kind Match Funds may also include donations of professional design-build services or materials directly related to the Capital Project. Any Match Funds claimed under Sunk Costs must supplement, not supplant, other fund sources. The provision of services and funds derived from the State general fund cannot be used in satisfaction of the required contribution of Match Funds.

5.7 Deed Restriction or Regulatory Agreement. The County must require Eligible Recipients receiving Program Funds for OSP to record a deed restriction or regulatory agreement on the funded facility requiring that the facility continue to provide licensed residential adult and senior care for a minimum duration equal to the term of the agreement between the County and Eligible Recipient for funding OSP. The deed restriction must be recorded on the title to the property upon which the facility is located before the County disburses any funds. If the Eligible Recipient leases the facility or property, the deed restriction must be signed by both the Eligible Recipient and the owner of the fee interest in the property and recorded against both the fee interest in the property and the leasehold. The County may, at its election, require deed restrictions for Capital Projects.

ARTICLE 6.
FISCAL ADMINISTRATION

6.1 The County shall be responsible for managing the Program Funds in compliance with the Program Requirements. The County is responsible for ensuring that Program Funds are used in accordance with the terms of this Agreement and the Program Requirements. The County is not required to establish a separate account for Program Funds but must establish a separate fund and must monitor all expenditures from the fund to ensure funds are only used for Program

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purposes. All interest earned from Program Funds shall be used for purposes consistent with the terms of this Agreement and segregated from other County funds. Minimum requirements for the management of Program Funds include the following:

6.1.1 The County, by signing this Agreement, attests that it has the capacity and ability to manage the application, disbursement and monitoring of the Program Funds required by this Agreement and the Program Requirements.

6.1.2 The County shall include in its program requirements that all Eligible Recipients are assessed for financial feasibility and ability to comply with the Program Requirements.

6.1.3 The County shall comply with all disbursement procedures for the Program Funds set forth in the County's Implementation Plan or as otherwise approved by CDSS.

6.1.4 The County shall assign the necessary staff to monitor the use of Program Funds, ensure adherence to the Program Requirements, and monitor ongoing compliance with Program Requirements for the duration of any deed restriction required by this Agreement or the Term of this Agreement, whichever is longer, or required by the County.

6.1.5 The County shall ensure that recipients of Program Funds for Capital Projects comply with State Labor Code section 1720 et seq. (State Prevailing Wage).

6.1.6 The County shall comply with any reporting and record retention requirements in the Program Requirements or this Agreement.

6.2 Any Program Funds that have been disbursed to the County but have not been expended by the expiration of the Period of Performance set forth in the Summary Cover Sheet must be returned to CDSS with accrued interest within thirty (30) calendar days after the expiration of the Period of Performance in accordance with directions provided by CDSS. County shall not be entitled to any disbursement of Program Funds after expiration of the Period of Performance and any such undisbursed funds will be retained by CDSS.

6.3 The County shall not expend more than fifteen percent (15%) of the Program Funds on County administrative costs.

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ARTICLE 7.
DEFAULT AND REMEDIES

7.1 Event of Default. Any of the following, after notice to County by AHP or CDSS, provided in accordance with the notice requirements of this Agreement, and expiration of any applicable cure period, shall constitute an Event of Default under this Agreement:

7.1.1 The County's failure to timely satisfy each or any of the conditions set forth in this Agreement, or the Award Letter.

7.1.2 The County's violation of any of the Program Requirements.

7.1.3 AHP's or CDSS's determination of the following:

7.1.3.1 The County has concealed any material fact from AHP or CDSS related to the County or any Eligible Recipients; or

7.1.3.2 Any material fact or representation, made or furnished to AHP or CDSS by the County in connection with this Agreement shall have been untrue or misleading at the time that such fact or representation was made known to AHP, or subsequently becomes untrue or misleading; or

7.1.3.3 Any Certification provided by the County is determined to be untrue or misleading;

7.1.3.4 Any objectives or requirements of the Program cannot be met in accordance with this Agreement or within applicable timeframes, as memorialized by this Agreement.

7.2 Right to Cure. If the breach, violation, or default pursuant to Section 7.1 is not cured to AHP's and CDSS' satisfaction, as determined by AHP and CDSS, each in their sole and absolute discretion, within fourteen (14) days of notice to the County, provided in accordance with the notice requirements of this Agreement, then AHP, with CDSS approval, may declare an Event of Default under this Agreement.

7.2.1 Notwithstanding the foregoing, the County may request additional time to cure any default from AHP. AHP may, but shall not be required to, grant any such request, subject to CDSS approval, in CDSS's sole discretion. CDSS's approval of the County's request for additional time to cure shall be subject to the County's continuing and diligent efforts to cure, and any additional cure period provided to the County shall be reasonable, as determined by CDSS, in CDSS's sole discretion. AHP, shall provide notice to County of approval or denial of County's request for additional time to cure any default. In no event shall any extension of the cure period exceed thirty (30) days.

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7.3 AHP/CDSS Remedies. Upon the occurrence of an Event of Default, AHP (on CDSS's behalf) and/or the State (represented by CDSS in this Agreement) may take any and all actions or remedies that are available under this Agreement, at law, or in equity, including but not limited to the following:

7.3.1 temporarily withhold disbursement of Program Funds pending correction of the breach, violation, or default;

7.3.2 disallow use of Program Funds for all or part of the costs resulting from the breach, violation, or default;

7.3.3 wholly or partly suspend or terminate this Agreement and the County's award of Program Funds, or disbursements thereof (any such suspension or termination of this Agreement or the County's award of Program Funds shall be effective upon the County's receipt of AHP or CDSS notice of termination or suspension);

7.3.4 withhold or deny further Program Funds or awards to the County;

7.3.5 require the County to return all or part of any Program Funds, including any interest;

7.3.6 specific performance;

7.3.7 injunctive relief; and

7.3.8 any and all remedies allowed by law or equity.

ARTICLE 8.
TERMINATION

8.1 AHP and/or CDSS shall have the right, each in its sole discretion and without prejudice to any other rights and remedies it may have under applicable law, to terminate this Agreement immediately upon notice of such termination to the County, if (i) an Event of Default occurs; (ii) three (3) violations, breaches or defaults by the County of the terms and conditions of this Agreement (whether the same or different) occur within any twelve-month period, regardless of whether any or all such violations, breaches or defaults are timely corrected; (iii) the County files a petition in bankruptcy or is adjudicated by a court of competent jurisdiction to be bankrupt or insolvent, or makes an assignment for the benefit of creditors or an arrangement pursuant to any bankruptcy law, or if the County discontinues or dissolves its business or if a receiver is appointed for the County or the County's business; or (iv) County fails to provide AHP with adequate assurances within a reasonable time that County is financially solvent, or AHP or CDSS determines that County is financially insecure.

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8.2 Notwithstanding the foregoing, or anything to the contrary stated herein, AHP may terminate this Agreement upon thirty (30) days' notice if AHP is directed by CDSS to terminate this Agreement.

8.3 Upon termination of this Agreement for any reason, neither AHP nor CDSS shall be liable for any work that is not performed in accordance with the Agreement or for any commitments made by the County to any Eligible Recipient. Upon any termination, neither AHP nor CDSS shall be responsible for any additional disbursements of Program Funds after the termination date or for any damages to the County as a result of such termination. Upon termination, County shall cease to disburse Program Funds to Eligible Recipients and shall return all Program Funds to the State at the direction of AHP or CDSS.

ARTICLE 9.
POLICIES AND LEGAL AUTHORITIES

9.1 The County shall comply with all California and federal law, regulations, and published guidelines, to the extent that these authorities contain requirements applicable to the County's performance under this Agreement, including any licensing and health and safety requirements.

9.2 The County shall comply with California Welfare and Institutions Code sections 18999.97 – 18999.98 et seq., including any related CDSS guidance, regulations, and/or subsequent additions or amendments thereto.

9.3 In the event the County does not comply with the terms of this Article 9, AHP shall give notice in accordance with section 15.7 and shall have all rights set forth in Article 7 and Article 8.

ARTICLE 10.
INDEMNIFICATION

10.1 The County shall indemnify, defend, and hold harmless AHP, its officers, employees and agents, and CDSS and its officers, employees and agents, against liabilities to third persons and other losses (not compensated by insurance or otherwise) and for any costs and expenses incurred by AHP and CDSS, including reasonable attorneys' fees, judgments, settlements or penalties against all liabilities, claims, suits, demands or liens for damages to persons or property (collectively "Claims") (unless such Claims arise from the gross negligence or willful misconduct of AHP or CDSS), arising out of, resulting from, or relating to, County's performance under this Agreement and including, but not limited to, the following:

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10.1.1 Any act, omission, or statement of the County, or any person employed by or engaged under contract with the County, that results in injury (including death), loss, or damage to any person or property;

10.1.2 Any failure on the part of the County to comply with applicable Program Requirements and requirements of law;

10.1.3 Any act or omission of any Eligible Recipient, including but not limited to any failure of any Eligible Recipient to comply with the Program Requirements and the terms of this Agreement.

10.1.4 Any failure on the part of the County or an Eligible Recipient to satisfy all claims for labor, equipment, materials and other obligations relating to the performance of the work hereunder;

10.1.5 Any injury to property or person occurring on or about the infrastructure or the property of the County or any Eligible Recipient; or

10.1.6 Any claims related to the use, generation, storage, release, threatened release, discharge, disposal or presence of hazardous materials on, under or about the property upon which any facility funded with Program Funds is located.

10.2 The County shall indemnify AHP and/or CDSS under this clause for any of the above acts attributable to its employees, consultants, agents, and/or lower-tiered subcontractors, including Eligible Recipients, in connection with this Agreement. AHP or CDSS shall provide timely notice of any Claims describing in reasonable detail such facts and circumstances with respect to such Claims. The County shall defend AHP and/or CDSS with counsel reasonably acceptable to AHP and/or CDSS. AHP and/or CDSS may, each, at its option and own expense, engage separate counsel to advise regarding the Claim and its defense. Such counsel may attend all proceedings and meetings. The County shall not settle any Claim without the consent of AHP and/or CDSS, as applicable.

10.3 The County agrees to indemnify, defend and save harmless AHP, its officers, agents and employees and CDSS, its officers, agents and employees from any and all claims, costs (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened), and losses 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 the County in connection with this Agreement.

10.4 This indemnification shall survive the expiration or termination of the Agreement.

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ARTICLE 11.
PREVAILING WAGE

Any construction work that is funded with Program Funds is subject to state prevailing wage law, including California Labor Code section 1720 *et seq.* The County is responsible for ensuring that all Eligible Recipients comply with Prevailing Wage law as well as any other applicable federal or state labor requirements.

ARTICLE 12.
RELOCATION.

The County is responsible for ensuring that all Eligible Recipients comply with applicable relocation laws, including Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. section 4601 et seq.), the California Relocation Assistance Law (California Government Code section 7260 et seq.) and their implementing regulations ("Relocation Laws"), if any Program Funds will be used for projects that will result in the displacement, as that term is defined in the Relocation Laws, of any persons, businesses, or farm operations. Pursuant to the Relocation Laws and guidance provided by CDSS, the County is responsible for ensuring that an Eligible Recipient (i) has a relocation plan prior to proceeding with any phase of a project or other activity that will result in the displacement of persons, businesses, or farm operations; and (ii) provides any required notices and relocation benefits. The County is also responsible for ensuring compliance with California Health & Safety Code and corresponding regulations for the safe transfer and relocation of residents in residential care facilities licensed by CDSS, and ensuring that Eligible Recipients obtain CDSS's approval of a relocation plan for each resident in care in a manner specified by CDSS.

ARTICLE 13.
INSPECTIONS, AUDITS, AND RECORD RETENTION

13.1 AHP and CDSS and any of their authorized representatives shall have the right to access any documents, papers, or other records of the County and any Eligible Recipients which are pertinent to the Program Funds, for the purpose of performing audits, examinations, and/or review regarding compliance with the provisions of this Agreement and the Program Requirements. Such monitoring activities shall include, but are not limited to, inspection of the County and Eligible Recipient's books and records, in addition to site inspections, as AHP or CDSS deems appropriate.

13.2 AHP and CDSS and any of their authorized representatives may perform compliance reviews and review procedures and documents pertaining to the County's compliance with the terms of this Agreement and Eligible Recipient's compliance with the Program Requirements, perform onsite visits and desk reviews in order to ensure Program Funds are expended for eligible uses and to

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protect against fraud, waste and abuse. The County shall include in all agreements with Eligible Recipients, a requirement that the Eligible Recipient; (i) provide to AHP, and its authorized representatives, and CDSS and its authorized representatives access to the Eligible Recipient's records and facilities; and (ii) cooperate with any desk reviews.

13.3 The right to access records also includes timely and reasonable access to the County's and the Eligible Recipient's personnel for the purpose of interview and discussion related to the requested documents and/or information.

13.4 The right to access records is not limited to the required retention period but lasts as long as the records are retained by County and the Eligible Recipient.

13.5 The County shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Program Funds for the term of this Agreement and for a minimum of three (3) years thereafter, and require that all Eligible Recipients retain all records related to the Program Funds for the same period.

13.6 The County shall, and shall ensure that each of its Eligible Recipients shall, comply with the requirements set forth in Attachment C – The California Department of Social Services Confidentiality and Information Security Requirements.

13.7 Any review or inspection undertaken by AHP, its designee, or CDSS, or its designee, of the County's records or of any Eligible Recipient's records or facility is solely for the purpose of determining whether the County or the Eligible Recipient is properly discharging its obligations to CDSS, and should not be relied upon by the County or by any third parties as a warranty or representation by AHP or CDSS as to the quality of the design, construction, or operation of any project. The County agrees that claims based upon an audit finding and/or an audit finding that is appealed and upheld shall be recovered by AHP or CDSS by one of the following options:

13.7.1 The County's remittance to AHP or CDSS of the full amount of the audit exception within thirty (30) days following AHP request for payment; or

13.7.2 A repayment schedule which is agreeable to AHP, CDSS and County.

AHP reserves the right to select which option described above shall be employed; and AHP shall notify the County in writing of the claim procedure to be utilized. Interest on the unpaid balance of the audit finding or debt shall accrue at a rate equal to the maximum allowed by applicable law.

13.8 Reporting Requirements. The County shall provide AHP and CDSS with the following reports:

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13.8.1 Quarterly reports submitted within thirty (30) days of the end of each quarter.

13.8.2 An annual Program Fund Expenditure Report to be submitted not later than January 31st of each year for the prior calendar year.

13.8.3 A final report to be submitted no later than sixty (60) days after the final disbursement of Program Funds to Eligible Recipients.

All reports shall be in a form and contain such information as required by CDSS in its sole and absolute discretion. In addition to the above reporting requirements, AHP and CDSS may request additional reports and information necessary for AHP and CDSS to monitor compliance with the Program Requirements. The County shall be responsible for obtaining any necessary reporting information from its Eligible Recipients.

ARTICLE 14.
THIRD PARTY BENEFICIARIES.

The State, represented by CDSS in this Agreement, is a third party beneficiary of this Agreement. This Agreement shall not be construed so as to give any other person or entity, other than the Parties and CDSS, any legal or equitable claim or right. CDSS or another authorized department or agency representing the State of California may enforce any provision of this Agreement to the full extent permitted in law or equity as a third party beneficiary of this Agreement. The State may take any and all remedies available in law and equity. In the event of litigation, the State may choose to seek any type of damages available in law or equity, up to the full amount of Program Funds awarded to the County.

The County shall name AHP and CDSS as third party beneficiaries with rights of enforcement in all agreements entered into by the County with Eligible Recipients.

ARTICLE 15.
MISCELLANEOUS.

15.1 Dispute Resolution:

15.1.1 The Parties shall use reasonable efforts to resolve any dispute arising under this Agreement within thirty (30) days pursuant to informal mediation before a retired judge with Judicial Arbitration and Mediation Services ("JAMS") in Los Angeles, California.

15.1.2 If the Parties cannot resolve a dispute arising under this Agreement pursuant to Section 15.1.1, the Parties shall submit such dispute to arbitration in accordance with the provisions of the American Arbitration Association. The Parties shall conduct any arbitration in Los Angeles, California. The arbitrator's decision in any such arbitration shall be final, conclusive, and binding on the Parties.

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15.1.3 TO THE FULLEST EXTENT PERMITTED BY LAW, THE PARTIES HEREBY UNCONDITIONALLY WAIVE ANY RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY CLAIM ARISING OUT OF THIS AGREEMENT.

15.1.4 The County shall be obligated to continue to perform pursuant to this Agreement while any dispute is pending.

15.1.5 This Section 15.1 shall not apply to the State.

15.2 Attorneys' Fees. If a dispute arising out of this Agreement is finally adjudicated, the non-prevailing party shall pay the prevailing party's reasonable expenses incurred in connection therewith, including reasonable arbitration costs and reasonable attorneys' fees. If multiple items are disputed and the final decision is split, then the Parties shall allocate such expenses pro rata as to each item. Section 15.2 does not apply to the State.

15.3 Waiver. AHP's failure to notify the County of a breach or to insist on strict performance of any provision of this Agreement shall not constitute waiver of such breach or provision.

15.4 Remedies. No remedy in this Agreement is exclusive of any other remedy available under this Agreement, at law or in equity. AHP or CDSS may seek equitable relief, including an injunction, against the County in connection with any breach or threatened breach of this Agreement.

15.5 Limitation of Liability. Except as otherwise provided in this Agreement, or by applicable law, the County waives any right to seek, and AHP and CDSS shall not be liable for, any special, consequential, or punitive damages; indirect, or incidental damages; or for any loss of goodwill, profits, data, or loss of use arising out of, resulting from, or in any way connected with the performance or breach of this Agreement, even if the County advises AHP or CDSS of the possibility of any such damages.

15.6 Relationship. The County is an independent contractor with respect to AHP. This Agreement is not intended to create a partnership, joint venture, employment, or fiduciary relationship between the Parties or between any Party hereto and CDSS.

15.7 Notices. Notices under this Agreement must be (i) in writing; (ii) addressed to the receiving Party at the address described in the Summary Cover Sheet (unless notice of a different address is given); and (iii) (A) if personally delivered to the recipient, notice is effective upon delivery, (B) if sent by a nationally recognized overnight courier service, notice is effective on the first business day following its timely deposit with such courier service, delivery fees for next business day delivery prepaid; no signature affirming receipt by the receiving party is required, the internal records of the courier service shall be accepted as sufficient evidence of the date of the deposit of the notice with the courier service, or (C) if sent by

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certified U.S. mail, notice is effective three (3) days after deposit thereof in the U.S. mail, postage prepaid, certified, return receipt requested. Counsel for a Party may send notice on behalf of its client.

15.7.1 Notwithstanding the foregoing, the Parties may deliver any approval, disapproval, or request therefor via email. Such email notices and deliveries shall be valid and binding on the Parties, subject to the following:

15.7.1.1 Such email must be properly addressed to the other Party's Designated Representatives. For purposes of this Agreement, "Designated Representative" means initially (i) for AHP, Louise Nieto, lnieto@ahpnet.com and Sheronna Quinine, squinine@ahpnet.com; and (ii) for the County, Elsa Mendoza Jimenez, MPH, jimenezem@co.monterey.ca.us and Joseph Maculoso, MPA, macalusoJ@co.monterey.ca.us. A Party may change a Designated Representative only upon notice to the other Party pursuant to the requirements of Section 15.7(iii)(A), (B) or (C).

15.7.1.2 If the sender receives a bounce-back, out-of-office or other automated response indicating non-receipt, the sender shall (i) re-attempt delivery until the other Party confirms receipt, or (ii) deliver the item in accordance with Section 15.7(iii) (A), (B) or (C).

15.8 Governing Law. The place of performance of this Agreement is California and the laws of the State of California, shall govern the validity, performance, enforcement, and interpretation of this Agreement. Any litigation or enforcement of an award must be brought in the appropriate state or federal court in the State of California, County of Sacramento. Each Party consents to personal and subject matter jurisdiction and venue in such courts and waives the right to change venue with respect to any such proceeding. The Parties acknowledge that all directions issued by the forum court, including injunction and other decrees, shall be binding and enforceable in all jurisdictions and countries.

15.9 Assignment. The County shall not assign, delegate, or otherwise transfer this Agreement, or its duties, or obligations in connection therewith, in whole or in part without the prior approval of AHP and CDSS. AHP's obligations under this Agreement shall be assignable to CDSS or CDSS's designee upon CDSS's request without the County's consent. In the event that AHP assigns its obligations under this Agreement to CDSS, AHP shall make commercially reasonable efforts to transition any reasonably necessary documentation related to this Agreement to CDSS or its designee, at no cost to CDSS provided however, that AHP shall have no obligation to incur any liability, pay fees, charges, or reimbursement in connection with any assignment, wind-down or transition services.

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15.10 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the Parties with respect to its subject matter. It supersedes all oral or written agreements or communications between the Parties. No understanding, agreement, modification, change order, or other matter affecting this Agreement shall be binding, unless in writing, signed by both Parties. No handwritten changes shall be effective unless initialed by each Party.

15.11 Independent Legal and Tax Advice. AHP and the County, each, have reviewed and negotiated this Agreement using such independent legal and tax counsel as each has deemed appropriate.

15.12 Exhibits. The Attachments, Schedules, and Addenda, attached to this Agreement are a part of this Agreement and incorporated into this Agreement by reference.

15.13 Partial Invalidity. If any part of this Agreement is unenforceable, the remainder of this Agreement and, if applicable, the application of the affected provision to any other circumstance, shall be fully enforceable.

15.14 Captions. The headings contained herein are for convenience only and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement.

15.15 Force Majeure. Neither Party shall be liable to the other for loss or damages due to failure or delay in rendering performance caused by circumstances beyond its reasonable control, if such failure could not have been overcome by the exercise of due diligence, due care, or foresight. Circumstances may include, but are not limited to, acts of God or a public enemy; wars; acts of terrorism; riots; fires; floods; epidemics; quarantine restrictions; labor disputes; strikes; defaults of subcontractors/vendors; failure/delays in transportation; unforeseen freight embargoes; unusually severe weather; or any law/order/regulation/request of a state or local government entity, the U.S. Government, or of any agency, court, commission, or other instrumentality of any such governments. Times of performance under this Agreement may be appropriately extended for excused delays if the Party whose performance is affected promptly notifies the other of the existence and nature of such delay.

15.16 Publicity. Without prior written approval of the other, neither Party shall use the other's name or make reference to the other Party or any of its employees in publications, news releases, advertising, speeches, technical papers, photographs, sales promotions, or publicity purposes of any form related to this work or data developed hereunder, unless disclosure of such materials is required by legal, accounting, or regulatory requirements beyond the disclosing Party's reasonable control. Use of either Party's name may be made in internal documents, annual reports, and proposals. This section shall survive expiration/termination of this Agreement. Notwithstanding the foregoing, the County agrees that the State may use and refer to the County and any Eligible Recipients in any publication, news release, advertising, speech, technical paper, or for any other purposes.

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15.17 Notice of Litigation. Promptly, and in any event within one (1) business day after an officer or other authorized representative of the County obtains knowledge thereof, the County shall provide written notice to AHP of (i) any litigation or governmental proceeding pending against the County which could materially adversely affect the County's or any of its Eligible Recipient's ability to perform its obligations under this Agreement and the Program Requirements, and (ii) any other event which is likely to materially adversely affect the County or an Eligible Recipient's ability to perform its obligations under this Agreement and the Program Requirements.

15.18 Survival. Except as otherwise stated, sections that by their terms impose continuing obligations or establish continuing rights shall be deemed to survive the expiration or termination of this Agreement.

15.19 Successors. This Agreement shall be binding upon the Parties, their successors, and assigns.

15.20 Approvals. Whenever this Agreement calls for a Party's approval or for CDSS's approval, approval shall mean prior written approval (including via email), not to be unreasonably conditioned, delayed, or withheld, unless sole discretion is expressly noted.

15.21 Counterparts; Electronic Signatures. The Parties may sign this Agreement in several counterparts, each of which constitutes an original, but all of which together constitute one instrument. Electronic signatures are valid and shall bind the Party delivering such signature.

SIGNATURES ON THE FOLLOWING PAGE

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IN WITNESS THEREOF, the Parties hereto have executed this Agreement by their duly authorized respective officers as of the day and year last written below.

AHP:

ADVOCATES FOR HUMAN POTENTIAL, INC.

By: DocuSigned by: Charlie Galland AEB9BE9892F5471...

CHARLES GALLAND,
CHIEF OPERATING OFFICER

Date: 6/27/2023

SPONSOR:

COUNTY OF MONTEREY

By: DocuSigned by: Elsa Mendoza Jimenez, MPH C7A30BA59CA8423...

ELSA MENDOZA JIMENEZ, MPH,
DIRECTOR OF HEALTH SERVICES

Date: 6/27/2023

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LIST OF ATTACHMENTS

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Attachment A

STATE REQUIREMENTS

1. California Civil Rights Requirements

a. During the performance of this Agreement, County and its subcontractor*s* shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. County shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. County and its subcontractors shall comply with the provision*s* 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 *et seq.*), the regulations or standards adopted by CDSS to implement such article, the Unruh Civil Rights Act (California Civil Code § 51), and Title VI of the Civil Rights Act of 1964.

County shall permit access by representatives of the Department of Fair Employment and Housing, AHP and/or CDSS 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 to ascertain compliance with this clause. County and its subcontractor*s* 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.)

County shall include the nondiscrimination and compliance provisions of this section in all subcontracts to perform work under the Agreement.

b. Pursuant to Public Contract Code § 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of $100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

(1) CALIFORNIA CIVIL RIGHTS LAWS: County certifies compliance with the Fair Employment and Housing Act (Gov. Code § 12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 *et*

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seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135 *et seq.*), the regulations or standards adopted by CDSS to implement such article, the Unruh Civil Rights Act (California Civil Code § 51), and Title VI of the Civil Rights Act of 1964.

(2) EMPLOYER DISCRIMINATORY POLICIES: For contracts executed or renewed after January 1, 2017, if County has an internal policy against a sovereign nation or peoples recognized by the United States government, County certifies that such policies are not used in violation 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 *et seq.*), the regulations or standards adopted by CDSS to implement such article, the Unruh Civil Rights Act (California Civil Code § 51), and Title VI of the Civil Rights Act of 1964.

c. In the event of County's noncompliance with the requirements of the provisions herein or with any state or federal statutes, rules, regulations, or orders regarding civil rights or non-discrimination requirements, this Agreement may be cancelled, terminated, or suspended in whole or in part and County may be declared ineligible for further state contracts or grants.

d. County will include the contractor certification provisions required by this section in every subcontract or purchase order unless exempted by federal or state statutes, rules, regulations, or orders, so that such provisions will be binding upon each County or vendor. County will take such action with respect to any subcontract or purchase order AHP may direct as a means of enforcing such provisions.

2. Subcontract Requirements

a. County may enter into subcontracts for services to be performed pursuant to the Program Funding Agreement, provided such subcontracts are consistent with this Agreement and provided further that County follows its procurement policy, a copy of which has been previously provided to and approved by AHP. AHP or CDSS reserve the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require County to terminate subcontracts entered into in support of this Agreement.

(1) Upon receipt of a written notice from AHP requiring the substitution and/or termination of a subcontract, County shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within thirty (30) calendar days, unless a longer period is agreed to by CDSS.

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b. County shall maintain a copy of each subcontract, including supporting documentation of cost reasonableness for subcontracting services sand shall, upon request by AHP or CDSS, make copies available for approval, inspection, or audit.

c. AHP and/or CDSS assume no responsibility for the payment of subcontractors used in the performance of this Agreement and/or subcontract agreements between the County and Eligible Recipients. County accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement and/or subcontract agreements between the County and Eligible Recipients.

d. County is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.

e. County shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.

f. County agrees to include the following clause, relevant to record retention, in all subcontracts for services:

> Subcontractor agrees to maintain and preserve, until three years after termination of this Agreement and final payment of Program Funds, to permit AHP or CDSS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records.

g. Except as otherwise provided in this Agreement, or as may be stipulated in writing by AHP, AHP shall be County's sole point of contract for all matters related to performance and payment under this Agreement.

h. County shall, as applicable, advise all subcontractors of their obligations to comply with this Attachment.

3. Income Restrictions

Unless otherwise stipulated in this Agreement, County agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by County under this Agreement shall be paid by County to AHP so that AHP can pay CDSS, to the extent that they are properly allocable to costs for which County has been reimbursed by AHP under this Agreement.

4. Site Inspection

The State has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract-supported activities and

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the premises in which it is being performed. If any inspection or evaluation is made of the premises of County, County shall provide and shall require its contractors and subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work**.**

5. Warranties

County represents and warrants that:

a. It is free to enter into and fully perform this Agreement.

b. It has secured and will secure all rights and licenses necessary for its performance of this Agreement.

c. It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to AHP or CDSS in this Agreement.

d. It has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

e. It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way County's performance of this Agreement.

f. All materials and equipment furnished in accordance with this Agreement and all work performed by County will be of good and workmanlike quality, free from faults and defects, and in conformance with the Agreement.

g. It shall comply with all applicable laws in connection with its performance of its obligations under this Agreement.

h. The provisions set forth herein shall survive any termination or expiration of this Agreement or any Project schedule.

6. Suspension or Stop Work Notification

a. AHP may, at any time, issue a notice to suspend performance or stop work under this Agreement. The initial notification may be a verbal or written directive issued by AHP's Designated Representative. Upon receipt of said notice, County is to suspend and/or stop all, or any part of, the work called for by this Agreement.

b. Written confirmation of the suspension or stop work notification with directions as to what work (if not all) is to be suspended and how to proceed will be

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provided within thirty (30) working days of the verbal notification. The suspension or stop work notification shall remain in effect until further written notice is received from AHP. The resumption of work (in whole or part) will be at AHP's discretion and upon receipt of written confirmation.

(1) Upon receipt of a suspension or stop work notification, County shall immediately comply with its terms and take all reasonable steps to minimize or halt the incurrence of costs allocable to the performance covered by the notification during the period of work suspension or stoppage.

(2) Within ninety (90) days of the issuance of a suspension or stop work notification, AHP shall either:

(a) Cancel, extend, or modify the suspension or stop work notification; or

(b) Terminate the Agreement as provided for in the Cancellation/ Termination clause of the Agreement.

c. If a suspension or stop work notification issued under this clause is canceled or the period of suspension or any extension thereof is modified or expires, County may resume work only upon written concurrence of AHP.

d. If the suspension or stop work notification is cancelled and the Agreement resumes, changes to the services, deliverables, performance dates, and/or agreement terms resulting from the suspension or stop work notification shall require an amendment to the Agreement.

e. If a suspension or stop work notification is not canceled and the Agreement is cancelled or terminated pursuant to the provision entitled Cancellation/ Termination, AHP shall allow reasonable costs resulting from the suspension or stop work notification in arriving at the settlement costs.

f. In accordance with Article10 and Section 15.5 of the Agreement, AHP shall not be liable to County or its subcontractors for loss of profits because of any suspension or stop work notification issued under this clause.

7. Compliance with Statutes and Regulations

a. County shall comply with all applicable California and federal law, regulations, and published guidelines in connection with this Agreement.

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Attachment B

State of California
Department of Social Services

CERTIFICATION REGARDING LOBBYING AND CONFLICTS OF INTEREST

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. By entering into the Agreement and accepting Program Funds, County is in compliance with the Political Reform Act of 1978 and regulations promulgated by the Fair Political Practices Commission (FPPC) regarding requirements relating to lobbying and conflicts of interest.

1. County is aware of California state laws and regulations regarding employing current or former state employees. If County has any questions on the status of any person rendering services or involved with the Agreement, AHP must be contacted immediately for clarification.

(a) Current State Employees (Pub. Contract Code § 10410): 1). No officer or employee of the State 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. No officer or employee of the State shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

(b) Former State Employees (Pub. Contract Code § 10411): 1). 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 they 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. For the twelve-month period from the date they left state employment, no former state officer or employee may enter into a contract with any state agency if they were 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 their leaving state service.

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If County violates any provisions of above paragraphs, such action by County 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)).

County of Monterey, a political subdivision of the State of California, acting through its Department of Public Health, Behavioral Health Bureau	**Elsa Mendoza Jimenez, MPH**
Name of County	**Printed Name of Person Signing for County**
Contract Number 5180-213097	DocuSigned by: Elsa Mendoza Jimenez, MPH C7A30BA59CA8423...
Contract Number	**Signature of Person Signing for County**
6/27/2023	**Director of Health Services**
Date	**Title**

After execution by or on behalf of County, please return to:
California Department of Social Services

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Attachment C

The California Department of Social Services
Confidentiality and Information Security Requirements
County - v 2019 01

This Confidentiality and Information Security Requirements – Attachment C (hereinafter referred to as "this Exhibit" or "Attachment C") sets forth the information security and privacy requirements County is obligated to follow with respect to all confidential and sensitive information (as defined herein) disclosed to or collected by County, pursuant to the Agreement in which this Attachment is incorporated. CDSS, AHP and County desire to protect the privacy and provide for the security of CDSS Confidential, Sensitive, and/or Personal (CSP) Information (hereinafter referred to as "CDSS CSP") in compliance with state and federal statutes, rules and regulations.

. **Order of Precedence.** With respect to information security and privacy requirements for all CDSS CSP, unless specifically exempted, the terms and conditions of this Attachment shall take precedence over any conflicting terms or conditions set forth in any other part of the Agreement between County and AHP.

I. **Effect on lower tier transactions.** The terms of this Attachment shall apply to all lower tier transactions (e.g., agreements, sub-agreements, contracts, subcontracts, and sub-awards, etc.). County shall incorporate the contents of this Attachment into each lower tier transaction.

II. **Confidentiality of Information.**

a. **DEFINITIONS.** The following definitions apply to this Attachment and relate to CDSS Confidential, Sensitive, and/or Personal Information:

i. "Confidential Information" is information maintained by CDSS that is exempt from disclosure under the provisions of the California Public Records Act (Government Code sections 6250 *et seq.*) or has restrictions on disclosure in accordance with other applicable state or federal laws.

ii. "Sensitive Information" is information maintained by CDSS which is not confidential by definition, but requires special precautions to protect it from unauthorized access and/or modification (i.e., financial or operational information). Sensitive information is information in which the disclosure would jeopardize the integrity of CDSS (i.e., CDSS' fiscal resources and operations).

iii. "Personal Information" is information, in any medium (paper, electronic, or oral) that identifies or describes an individual (i.e., name, social security number, driver's license, home/mailing address, telephone number, financial matters with security codes, medical insurance policy number, Protected Health Information (PHI), etc.) and must be protected from inappropriate access, use or disclosure, and must be made accessible to

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information subjects upon request. It can also be information in the possession of the Department in which the disclosure is limited by law or contractual Agreement (i.e., proprietary information, etc.).

iv. "Breach" is

1. the unauthorized acquisition, access, use, or disclosure of CDSS CSP in a manner which compromises the security, confidentiality or integrity of the information; or the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(f).

v. "Information Security Incident" is

1. unauthorized access or disclosure, modification or destruction of, or interference with, CDSS CSP that actually or potentially jeopardizes the confidentiality, integrity, or availability of an information system or the information the system processes, stores, or transmits or that constitutes a violation or imminent threat of violation of any state or federal law or in a manner not permitted under the Agreement, including this Exhibit.

b. CDSS CSP which may become available to County as a result of the implementation of the Agreement shall be protected by County from unauthorized access, use, and disclosure as described in this Attachment.

c. County is notified that unauthorized disclosure of CDSS CSP may be subject to civil and/or criminal penalties under state and federal law, including but not limited to:

- California Welfare and Institutions Code section 10850
- Information Practices Act – California Civil Code section 1798 *et seq.*
- Public Records Act – California Government Code section 6250 *et seq.*
- California Penal Code section 502, 11140–11144, 13301–13303
- Health Insurance Portability and Accountability Act of 1996 ("HIPAA") – 45 CFR Parts 160 and 164
- Safeguarding Information for the Financial Assistance Programs – 45 CFR Part 205.50
- Unemployment Insurance Code section 14013

d. **EXCLUSIONS.** "Confidential Information," "Sensitive Information," and "Personal Information" (CDSS CSP) does not include information that:

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i. is or becomes generally known or available to the public other than because of a breach by County of these confidentiality provisions;

ii. already known to County before receipt from CDSS without an obligation of confidentiality owed to CDSS;

iii. provided to County from a third party except where County knows, or reasonably should know, that the disclosure constitutes a breach of confidentiality or a wrongful or tortious act; or

iv. independently developed by County without reference to CDSS CSP.

III. County Responsibilities.

a. **TRAINING.** County shall instruct all employees, agents, and subcontractors with access to CDSS CSP regarding:

i. The confidential nature of the information;

ii. The civil and criminal sanctions against unauthorized access, use, or disclosure found in the California Civil Code section 1798.55, Penal Code section 502 and other state and federal laws;

iii. CDSS procedures for reporting actual or suspected information security incidents in Paragraph V – Information Security Incidents and/or Breaches; and

iv. That unauthorized access, use, or disclosure of CDSS CSP is grounds for immediate termination of this Agreement and may be subject to penalties, both civil and criminal.

b. **USE RESTRICTIONS.** County shall take the appropriate steps to ensure that their employees, agents, and subcontractors will not intentionally seek out, read, use, or disclose CDSS CSP other than for the purposes described in the Agreement and to meet its obligations under the Agreement.

c. **DISCLOSURE OF CDSS CSP.** County shall not disclose any individually identifiable CDSS CSP to any person other than for the purposes described in the Agreement and to meet its obligations under the Agreement.

d. **SUBPOENA.** If County receives a subpoena or other validly issued administrative or judicial notice requesting the disclosure of CDSS CSP, County will immediately notify the AHP Project Director and CDSS Information Security and Privacy Officer. In no event should notification to CDSS occur more than three (3) business days after receipt by County's responsible unit for handling subpoenas and court orders.

e. **INFORMATION SECURITY OFFICER.** County shall designate an

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Information Security Officer to oversee its compliance with this Attachment and to communicate with CDSS on matters concerning this Attachment.

f. **REQUESTS FOR CDSS CSP BY THIRD PARTIES.** County shall promptly transmit to the AHP Project Director and CDSS Information Security and Privacy Officer all requests for disclosure of any CDSS CSP requested by third parties to the Agreement (except from an individual for an accounting of disclosures of the individual's personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.

g. **DOCUMENTATION OF DISCLOSURES FOR REQUESTS FOR ACCOUNTING.** County shall maintain an accurate accounting of all requests for disclosure of CDSS CSP Information and the information necessary to respond to a request for an accounting of disclosures of personal information as required by Civil Code section 1798.25, or any applicable state or federal law.

h. **RETURN OR DESTRUCTION OF CDSS CSP ON EXPIRATION OR TERMINATION.** Upon expiration or termination of the Agreement between County and AHP, or upon a date mutually agreed upon by the Parties following expiration or termination, County shall return or destroy CDSS CSP. If return or destruction is not feasible, County shall provide a written explanation to the AHP Project Director and CDSS Information Security and Privacy Officer, using the contact information in this Agreement. CDSS, in its sole discretion, will make a determination of the acceptability of the explanation and, if retention is permitted, shall inform County in writing of any additional terms and conditions applicable to the retention of CDSS CSP.

i. **RETENTION REQUIRED BY LAW.** If required by state or federal law, County may retain, after expiration or termination, CDSS CSP for the time specified as necessary to comply with the law.

j. **RECORDS RETENTION:** Maintain all project materials and records pertaining to service delivery and fiscal and administrative controls for three years after final payment has been made under the terms of this Agreement, or until all pending county, State and federal audits are completed, whichever is later. County agrees that the State or its designated representative shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. Upon request, the County shall promptly make these materials and records available to the State or its representative including the State Auditor. County agrees to allow the State or its representative access to such records during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, County agrees to include a similar right of the State to audit records and interview staff in any subcontract related to this Agreement.

k. **OBLIGATIONS CONTINUE UNTIL RETURN OR DESTRUCTION.** County's obligations regarding the confidentiality of CDSS CSP set forth in this

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Agreement, including but not limited to obligations related to responding to Public Records Act requests and subpoenas, shall continue until County returns or destroys CDSS CSP or returns CDSS CSP to CDSS; provided, however, that on expiration or termination of the Agreement between County and AHP, County shall not further use or disclose CDSS CSP except as required by state or federal law.

l. **NOTIFICATION OF ELECTION TO DESTROY CDSS CSP.** If County elects to destroy CDSS CSP, County shall certify in writing, to the AHP Project Director and CDSS Information Security and Privacy Officer, using the contact information, that CDSS CSP has been destroyed.

m. **BACKGROUND CHECK.** Before a member of County's workforce may access CDSS CSP, County must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk to CDSS information technology systems and/or CDSS data. County shall retain each workforce member's background check documentation for a period of three (3) years following Agreement termination.

n. **CONFIDENTIALITY SAFEGUARDS.** County shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of CDSS CSP that it creates, receives, maintains, uses, or transmits pursuant to the Agreement. County 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 County's operations and the nature and scope of its activities, including at a minimum the following safeguards:

i. **General Security Controls**

1. **Confidentiality Acknowledgement.** By executing the Agreement and signing Paragraph XI, CDSS Confidentiality and Security Compliance Statement, County acknowledges that the information resources maintained by CDSS and provided to County may be confidential, sensitive, and/or personal and requires special precautions to protect it from wrongful access, use, disclosure, modification, and destruction.

2. **Workstation/Laptop Encryption.** All County-owned or managed workstations, laptops, tablets, smart phones, and similar devices that process and/or store CDSS CSP must be encrypted using a FIPS 140-2 certified algorithm which is 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by CDSS Information Security Office.

3. **Data Encryption.** Any CDSS CSP shall be encrypted at rest when stored on network file shares or document repositories.

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4. **Server Security.** Servers containing unencrypted CDSS CSP must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

5. **Minimum Necessary.** Only the minimum necessary amount of CDSS CSP required to perform necessary business functions may be copied, downloaded, or exported.

6. **Removable Media Devices.** All electronic files that contain CDSS CSP must be encrypted when stored on any removable media or portable device (i.e., USB thumb drives, floppies, CD/DVD, smart phone, backup tapes, etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128 bit or higher, such as AES.

7. **Antivirus Software.** All County-owned or managed workstations, laptops, tablets, smart phones, and similar devices that process and/or store CDSS CSP must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.

8. **Patch Management.** To correct known security vulnerabilities, County shall install security patches and updates in a timely manner on all County-owned or managed workstations, laptops, tablets, smart phones, and similar devices that process and/or store CDSS CSP as appropriate based on County's risk assessment of such patches and updates, the technical requirements of County's systems, and the vendor's written recommendations. If patches and updates cannot be applied in a timely manner due to hardware or software constraints, mitigating controls will be implemented based upon the results of a risk assessment.

9. **User IDs and Password Controls.** All users must be issued a unique user name for accessing CDSS CSP. County's password policy must be based on information security best practices for password length, complexity, and reuse.

10. **Data Destruction.** Upon termination of the Agreement, all CDSS CSP must be sanitized in accordance with NIST Special Publication 800-88, Guidelines for Media Sanitization.

ii. **System Security Controls**

1. **System Timeout.** The system providing access to CDSS CSP must provide an automatic timeout, requiring re-authentication of the user session after no more than thirty (30) minutes of inactivity for applications, and fifteen (15) minutes of inactivity for desktops and

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laptops.

2. **Warning Banners.** All systems (servers, desktops, laptops, etc.) containing CDSS CSP must display a warning banner at login stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.

3. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for CDSS CSP, or which alters CDSS CSP. 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 CDSS CSP is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least one (1) year after occurrence.

4. **Access Controls.** The system must use role-based access controls for all user authentications, enforcing the principle of least privilege.

5. **Transmission Encryption.** All data transmissions of CDSS CSP by County outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128-bit key or higher. Encryption can be end-to-end at the network level, or the data files containing CDSS CSP can be encrypted. This requirement pertains to any type of CDSS CSP in motion such as website access, file transfer, and email.

6. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting CDSS CSP 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 CDSS CSP 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 shall include vulnerability scanning tools.

2. **Log Reviews.** All systems processing and/or storing CDSS CSP must have a routine procedure in place to review system logs for unauthorized access.

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3. **Change Control.** All systems processing and/or storing CDSS CSP must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

iv. **Business Continuity/Disaster Recovery Controls**

1. **Disaster Recovery.** County must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic CDSS CSP 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 twenty-four (24) hours.

2. **Data Backup Plan.** County must have established documented procedures to backup CDSS CSP to maintain retrievable exact copies of CDSS CSP. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and the amount of time to restore CDSS CSP should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of CDSS data.

v. **Paper Document Controls**

1. **Supervision of Information.** CDSS CSP 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 may be observed by an individual not authorized to access the information. CDSS CSP 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 CDSS CSP are contained shall be escorted, and CDSS CSP shall be kept out of sight while visitors are in the area.

3. **Confidential Destruction.** CDSS CSP must be disposed of through confidential means, such as cross-cut shredding and/or pulverizing.

4. **Removal of Information.** CDSS CSP must not be removed from the premises of County except for identified routine business purposes or with express written permission of CDSS.

5. **Faxing.** CDSS CSP that must be transmitted by fax shall require that County confirms the recipient fax number before sending, takes precautions to ensure that the fax was appropriately received,

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maintains procedures to notify recipients if County's fax number changes, and maintains fax machines in a secure area**.**

6. **Mailing.** Paper copies of CDSS CSP shall be mailed using a secure, bonded mail service, such as Federal Express, UPS, or by registered U.S. Postal Service (i.e., accountable mail using restricted delivery). All packages must be double packed with a sealed envelope and a sealed outer envelope or locked box.

IV. Information Security Incidents and/or Breaches of CDSS CSP

i. **CDSS CSP Information Security Incidents and/or Breaches Response Responsibility.** County shall be responsible for facilitating the Information Security Incident and/or Breach response process as described in California Civil Code 1798.82(f), and State Administrative Manual (SAM) section 5340, Information Security Incident Management, including, but not limited to, taking:

ii. Prompt corrective action to mitigate the risks or damages involved with the Information Security Incident and/or Breach and to protect the operating environment; and

iii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

b. **Discovery and Notification of Information Security Incidents and/or Breaches of CDSS CSP.** County shall notify the AHP Project Director and CDSS Information Security and Privacy Officer of an Information Security Incident and/or Breach as expeditiously as practicable and without unreasonable delay, taking into account the time necessary to allow County to determine the scope of the Information Security Incident and/or Breach, but no later than three (3) calendar days after the discovery of an Information Security Incident and/or Breach. Notification is to be made by telephone call and email.

c. **Isolation of System or Device.** A system or device containing CDSS CSP compromised by an exploitation of a technical vulnerability shall be promptly disconnected or quarantined and investigated until the vulnerability is resolved. County will notify CDSS and AHP within two (2) business days of a confirmed exploitation of a technical vulnerability and keep CDSS and AHP informed as to the investigation until resolution of the vulnerability is completed.

d. **Investigation of Information Security Incidents and/or Breaches.** County shall promptly investigate Information Security Incidents and/or Breaches of CDSS CSP. CDSS shall have the right to participate in the investigation of such Information Security Incidents and/or Breaches. CDSS shall also have the right to conduct its own independent investigation, and County shall cooperate fully in such investigations. County is not required to disclose their un-redacted confidential,

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proprietary, or privileged information. County will keep CDSS fully informed of the results of any such investigation.

e. **Updates on Investigation.** County shall provide regular (at least once a week) email updates on the progress of the Information Security Incident and/or Breach investigation of CDSS CSP to the AHP Project Director and CDSS Information Security and Privacy Officer until the updates are no longer needed, as mutually agreed upon between County and the AHP Program Director/CDSS Information Security and Privacy Officer. County is not required to disclose their unredacted confidential, proprietary, or privileged information.

f. **Written Report.** County shall provide a written report of the investigation to the AHP Project Director and CDSS Information Security and Privacy Officer within thirty (30) business days of the discovery of the Information Security Incident and/or Breach of CDSS CSP. County is not required to disclose their unredacted confidential, proprietary, or privileged information. The report shall include, but not be limited to, if known, the following:

i. County point of contact information;

ii. A description of what happened, including the date of the Information Security Incident and/or Breach of CDSS CSP and the date of the discovery of the Information Security Incident and/or Breach, if known;

iii. A description of the types of CDSS CSP that were involved and the extent of the information involved in the Information Security Incident and/or Breach;

iv. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed CDSS CSP;

v. A description of where CDSS CSP is believed to have been improperly transmitted, sent, or utilized;

vi. A description of the probable causes of the improper use or disclosure;

vii. Whether Civil Code sections 1798.29 or 1798.82, or any other federal or state laws requiring individual notifications of breaches, are triggered; and

viii. A full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the Information Security Incident and/or Breach of CDSS CSP.

g. **Cost of Investigation and Remediation.** Per SAM section 5305.8, County shall be responsible for all direct and reasonable costs incurred by AHP or CDSS due to Information Security Incidents and/or Breaches of CDSS CSP resulting from County's failure to perform or from negligent acts of its personnel, and resulting in

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the unauthorized disclosure, release, access, review or destruction, or loss, theft or misuse of an information asset. These costs include, but are not limited to, notice and credit monitoring for twelve (12) months for impacted individuals, AHP staff time, CDSS staff time, material costs, postage, media announcements, and other identifiable costs associated with the Information Security Incident, Breach and/or loss of data.

V. Contact Information. To direct communications to the above-referenced AHP and CDSS staff, County shall initiate contact as indicated herein. AHP and CDSS reserve the right to make changes to the contact information below by giving written notice to County. Said changes shall not require an amendment to this Attachment or the Agreement to which it is incorporated.

AHP Project Director	**CDSS** **Information Security & Privacy Officer**
See Summary Cover Sheet of the Program Funding Agreement for AHP Project Director information	California Department of Social Services Information Security & Privacy Officer 744 P Street, MS 9-9-70 Sacramento, CA 95814 Email: iso@dss.ca.gov Telephone: (916) 651-5558

VI. Audits and Inspections. CDSS may inspect and/or monitor compliance with the safeguards required in this Attachment. County shall promptly remedy any violation of any provision of this Attachment and shall certify the same to the AHP Project Director and CDSS Information Security and Privacy Officer in writing. The fact that CDSS or AHP inspects, or fails to inspect, or has the right to inspect, does not relieve County of its responsibility to comply with this Attachment.

VII. Amendment. The Parties acknowledge that federal and state laws regarding information security and privacy rapidly evolve and that amendment of this Attachment may be required to provide for procedures to ensure compliance with such laws. The Parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of CDSS CSP.

VIII. Interpretation. The terms and conditions in this Attachment shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State laws. The Parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.

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IX. Termination. An Information Security Incident and/or Breach of CDSS CSP by County, its employees, agents, or subcontractors, as determined by CDSS, may constitute a material breach of the Agreement between County and AHP and grounds for immediate termination of the Agreement.

X. CDSS Confidentiality and Security Compliance Statement

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES
CONFIDENTIALITY AND SECURITY COMPLIANCE STATEMENT v 2019 01

Information resources maintained by the California Department of Social Services (CDSS) and provided to County may be confidential, sensitive, and/or personal and requires special precautions to protect it from wrongful access, use, disclosure, modification, and destruction.

We hereby acknowledge that the confidential and/or sensitive records of CDSS are subject to strict confidentiality requirements imposed by state and federal law, which may include, but are not limited to, the following: the California Welfare and Institutions Code § 10850, Information Practices Act – California Civil Code § 1798 *et seq.*, Public Records Act – California Government Code § 6250 *et seq.*, California Penal Code § 502, 11140–11144, 13301–13303, Health Insurance Portability and Accountability Act of 1996 ("HIPAA") – 45 CFR Parts 160 and 164, and Safeguarding Information for the Financial Assistance Programs – 45 CFR Part 205.50. Contractor agrees to comply with the laws applicable to CDSS CSP received.

This Confidentiality and Security Compliance Statement must be signed and returned with the Agreement.

Project Representative

Name (Printed): **Elsa Mendoza Jimenez, MPH**

Title: **Director of Health Services**

Business Name: **County of Monterey, a political subdivision of the State of California, acting through its Department of Public Health, Behavioral Health Bureau**

Email Address: **jimenezem@co.monterey.ca.us**

Phone: **831-755-4500**

Signature: DocuSigned by: Elsa Mendoza Jimenez, MPH C7A30BA59CA8423...

Date Signed: 6/27/2023

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READ and ACKNOWLEDGED: Information Security Officer
(or authorized official responsible for business' information security program)

Name (Printed): **Shiba Sumeshwar**

Title: **Compliance Officer**

Business Name: **County of Monterey, a political subdivision of the State of California, acting through its Department of Public Health, Behavioral Health Bureau**

Email Address: **sumeshwarsd@co.monterey.ca.us**

Phone: **831-755-4018**

Signature: DocuSigned by: Shiba Sumeshwar 3142E6D90C934DA...

Date Signed: 4/17/2023

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Attachment D

Notice of Funding Availability

Community Care Expansion Preservation Program
Operating Subsidy Payment and Capital Projects
Notice of Funding Availability

DATE: JUNE 10, 2022

TO: ALL COUNTY DIRECTORS

SUBJECT: NOTICE OF FUNDING AVAILABILITY FOR THE COMMUNITY CARE EXPANSION PROGRAM: PRESERVATION OPERATIONAL SUBSIDIES AND PRESERVATION CAPITAL FUNDS

REFERENCE: Assembly Bill (AB) 172 (Chapter 696, Statutes of 2021); Welfare and Institutions Code (WIC) Section 18999.97; Senate Bill (SB) 129 (Chapter 69, Statutes of 2021)

The purpose of this letter is to notify all County Directors of noncompetitive allocations available for all counties with licensed residential adult and senior care facilities. This funding is available through the Community Care Expansion (CCE) Preservation Funds for the immediate preservation of licensed residential adult and senior care facilities serving applicants or recipients of Supplemental Security Income/State Supplementary Payment (SSI/SSP) or Cash Assistance Program for Immigrants (CAPI), including those who are experiencing or at risk of homelessness. The CCE Preservation Funds include operating subsidies and funds for capital projects.

Counties accepting these funds will be responsible for the administration and disbursement of funds to existing licensed adult and senior care facilities serving the prioritized population, consistent with the state guidelines provided within this funding announcement.

The California Department of Social Services (CDSS) is contracting with Advocates for Human Potential, Inc. (AHP), a consulting and research firm focused on improving health and human services systems, to serve as the third-party administrator for the CCE program.

I. PROGRAM BACKGROUND

California has a shortage of adult and senior care facilities (e.g., Adult Residential Facilities [ARFs] and Residential Care Facilities for the Elderly [RCFEs]) that accept individuals receiving or applying for SSI/SSP or CAPI. It has also seen a decline in the number of SSI/SSP recipients residing in adult and senior care facilities. The CCE program was established by Assembly Bill (AB) 172 (Chapter 696, Statutes of 2021) to fund capital projects and promote the sustainability of residential adult and senior care facilities and to address historic gaps in the long-term care continuum. The CCE program will provide a total of $805 million in funding for acquisition, construction, and rehabilitation to preserve and expand adult and senior care facilities that serve SSI/SSP

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and CAPI applicants and recipients, including those who are experiencing or at risk of homelessness.

A total of $195 million is reserved for the CCE Preservation Funds, which are intended to immediately preserve and avoid the closure of licensed residential adult and senior care facilities serving qualified residents, defined as applicants or recipients of SSI/SSP or CAPI, including the "prioritized population" of qualified residents who are experiencing or at risk of homelessness (WIC sections 18999.97(c)(1) and (2)).

The $195 million Preservation Funds comprise $55 million in state general funds for preservation operating subsidy payments and $140 million in State Fiscal Recovery Funds (SFRF) established by the American Rescue Plan Act (ARPA) of 2021 (Public Law 117-2) for preservation capital projects. Refer to Section II: Allocation and Budget for additional information on the funding available for each of these eligible uses and expenditure deadlines.

California State Priorities

CCE funding opportunities are designed to address the following state priorities:

- Invest in behavioral health and community care options that advance racial equity
- Seek geographic equity of behavioral health and community care options
- Address urgent gaps in the care continuum for people with behavioral health conditions, including seniors, adults with disabilities, and children and youth
- Increase options across the life span that serve as an alternative to incarceration, hospitalization, homelessness, and institutionalization
- Meet the needs of vulnerable populations with the greatest barriers to access, including people experiencing homelessness and justice involvement
- Ensure care can be provided in the least restrictive settings to support community integration, choice, and autonomy
- Leverage county and Medi-Cal investments to support ongoing sustainability
- Leverage the historic state investments in housing and homelessness

In addition to the CCE Preservation Funds described in this letter, $570 million is available for the CCE Capital Expansion Program through a joint Request for Applications alongside the Department of Health Care Services Behavioral Health Continuum Infrastructure Program. **The timeline, eligible uses, program guidelines, and eligibility for the CCE Capital Expansion Program are distinct from the CCE Preservation Funds outlined in this letter.** Counties interested in funds to support the creation or expansion of care facilities or other residential care settings to serve recipients or applicants of SSI/SSP or CAPI are encouraged to learn more about the

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CCE Capital Expansion funds, which are available for acquisition, construction, and rehabilitation to expand adult and senior care facilities serving qualified residents. Please visit the Improving California's Infrastructure website for more information on CCE Capital Expansion funds.

II. ALLOCATION AND BUDGET INFORMATION

Funding Availability

The CCE Preservation Funds identified in this letter total $195 million in noncompetitive allocations to counties for the immediate preservation of licensed residential adult and senior care facilities serving qualified residents. Note: facilities vendored by regional centers are not eligible for CCE Preservation Funds. However, these facilities and/or operators are encouraged to contact the regional center to request assistance in identifying resources related to capital development or rehabilitation, if applicable.

The CCE Preservation Funds are divided into two components:

- **Operating Subsidy Payments (OSP):** $55 million is available to fund operating subsidies to existing licensed residential adult and senior care facilities serving qualified residents. The intent of the OSP funds is to preserve and avoid the closure of critical residential adult and senior care facilities. OSP funds can cover an eligible licensed facility's potential or projected operating deficits. Refer to Sections 101 and 201 for more information on OSPs.
- **Capital Projects (CP):** $140 million is available in capital funds to preserve facilities in need of critical repairs or required upgrades, thereby potentially preventing facility closure, which could result in exits to homelessness. Funds can be applied to physical repairs and upgrades on an approved facility's property, including inside or outside the facility, within its property line. The CP can also fund repairs needed to ensure facilities are compliant with licensing standards. Refer to Sections 102 and 202 for more information on CPs.

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Community Care Expansion Preservation Program
Operating Subsidy Payment and Capital Projects
Notice of Funding Availability

Funding and match requirements are as follows:

Purpose	Match	Funding Source and Expenditure Timeline	Amount
Operating Subsidy Payments (OSP)	None	State general fund must be obligated by June 30, 2027, and liquidated by June 30, 2029	$55,000,000
Capital Projects (CP)	10% match	Federal SFRF funds must be obligated by June 30, 2024, and liquidated by December 31, 2026	$140,000,000
Total CCE Preservation Funds			**$195,000,000**

Federal and State Expenditure Timeline

Of the $195 million in CCE Preservation Funds, the OSP component is funded by state general funds. OSP funds must be obligated by June 30, 2027, and liquidated by June 30, 2029.

The CP component is funded by the SFRF pursuant to ARPA. CP funds must be obligated by June 30, 2024, and liquidated by December 31, 2026.

Allocation Methodology

OSP and CP preservation funds are available to all counties with current licensed facilities serving qualified residents. The noncompetitive allocations are listed in Section 206. A need-based methodology for each county was determined by calculating the proportion of beds in existing licensed facilities currently serving individuals receiving SSI/SSP according to Community Care Licensing Division (CCLD) survey data. Facilities funded by regional centers are excluded and not eligible for CCE Preservation Funds. Refer to "Process to Accept CCE Preservation OSP and/or CP Funds" below for information on how county entities can accept funds.

Funding is not available in the noncompetitive allocation for counties with no qualifying facilities (i.e., no current licensed facilities willing to accept individuals who are applicants or recipients of SSI/SSP, not funded by regional centers). However, a base allocation of $200,000 may be requested if the county believes there are existing licensed adult and senior care facilities serving applicants or recipients of SSI/SSP or CAPI that were not identified by the need-based methodology. Counties interested in this option must contact cce.preservation@ahpnet.com no later than July 15, 2022.

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Refer to Section 206 to review the counties that fall into this category, as indicated by an asterisk.

Allocations and Awards Timeline

The following table summarizes the CCE Preservation Fund timeline:

Notice of funding availability released	June 10, 2022
Stakeholder webinar	June 17, 2022
Deadline for counties to accept allocations via the Director's Certification	July 15, 2022
Deadline for counties to submit initial Implementation Plan for OSP and/or CP Preservation Funds	October 15, 2022
Deadline for counties to submit final Implementation Plan for OSP and/or CP Preservation Funds	January 15, 2023
Initial award announcements	Continuous; individual award announcements will be issued within 45 days of receipt of a complete Director's Certification
Standard Agreement (contract) with participating counties	AHP will issue a Standard Agreement (contract) for counties within 60 days of county initial Implementation Plan submission

CDSS reserves the right to modify the projected timeline at any time.

Process to Accept CCE Preservation OSP and/or CP Funds

Counties may choose to accept funds for either OSP, CP, or both. If both are accepted, a county must designate one county department to implement both program components. Any county department is eligible to accept the funds; examples include, but are not limited to, social service departments, health departments, aging or adult services, the behavioral health department, or housing and community development departments. However, the same county department must administer both OSP and CP funds.

Counties must accept or decline funds via the Director's Certification in the web portal by July 15, 2022. Counties are encouraged to accept funds as soon as possible to meet the immediate needs of adult and senior care facilities at risk

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of closure. Funds not accepted by July 15, 2022, will be redistributed to counties that confirm an ability to accept additional funds via the web portal.

Award Announcement and Contract

AHP will review responses via the web portal on a rolling basis. Within 45 days of receiving the complete Director's Certification, AHP will issue an award letter.

Following submission of a signed Director's Certification, counties will be required to submit an initial CCE Preservation Funds Implementation Plan. Initial plans are due no later than October 15, 2022. If additional time is needed to seek local approval or to finalize the plan, counties may submit an amended or final Implementation Plan no later than January 15, 2023.

AHP will issue a Standard Agreement (contract) within 60 days of receipt of an initial Implementation Plan. The final Implementation Plan will be attached as an Addendum to the Standard Agreement (contract) and monitored for compliance where appropriate, as well as serve as a starting point for ongoing technical assistance (TA). The Standard Agreement must be signed, submitted, and fully executed with AHP before initial funding can be disbursed.

III. PROGRAM ADMINISTRATION

Summary of Program Requirements

AHP, with direction from CDSS, will award funds and issue contracts for CCE Preservation Funds to interested counties. AHP will use the web platform to obtain Director's Certifications and Implementation Plans.

Counties accepting funds shall be responsible for and asked to certify to the following:

- Submit a Director's Certification of funds acceptance.
- Identify one county department to manage all CCE Preservation Funds (both OSP and CP grants).
- Submit an Implementation Plan outlining how the program will be administered.
- Ensure program administration is consistent with the attached notice of funding availability (NOFA) and executed contract, including application processes, funding disbursement, and monitoring for funding accepted (OSP, CP, or both) for eligible use.
- Ensure facilities receiving funds are in good standing with CCLD at CDSS.
- Maximize funds for preservation of licensed facilities serving qualified residents and the prioritized population and limiting county administrative costs to 10 percent or less.

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- Provide reports to AHP and CDSS upon request. The reporting frequency is generally expected to be quarterly at minimum; however, additional ad hoc reports may be requested.
- Provide match funds for CP funds of at least 10 percent, either provided by the county or contributed by facilities in receipt of CP funds. Note: OSP funds do not require a county match.

Technical Assistance

AHP has been contracted to offer ongoing general training and TA throughout the life of the CCE Preservation Funds, effective immediately. Topics may include, but are not limited to, permit and licensing requirements, construction plans, oversight and management, braiding of funds, workforce development strategies, racial equity, serving diverse and complex individuals, and leveraging Medicaid and other funding sources for sustainability and budgeting best practices. AHP will also conduct informational webinars on topics such as strategies to serve target and prioritized populations, braiding resources to ensure viability, and green/sustainable building practices, as well as addressing concerns common to capital development projects serving the prioritized populations.

Counties may request TA by contacting cce.preservation@ahpnet.com.

Additional information about AHP and CCE is available at https://www.buildingcalhhs.com.

IV. QUESTIONS AND ADDITIONAL INFORMATION

Contact cce.preservation@ahpnet.com with questions about this letter or attachments.

Additional information to address questions will be provided through a public webinar scheduled for June 17, 2022); an announcement will be forthcoming, following the release of this letter.

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Community Care Expansion Preservation
Operating Subsidy Payment and Capital Projects

Notice of Funding Availability

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Community Care Expansion Preservation Program
Operating Subsidy Payment and Capital Projects
Notice of Funding Availability

Article I – Program Overview

The Community Care Expansion (CCE) Preservation Funds consist of two components: 1) Operating Subsidy Payments (OSP) and 2) Capital Projects (CP).

The unique goals, eligibility, and uses of each component are outlined throughout this attachment. Both components are intended to support the immediate preservation of licensed residential adult and senior care facilities serving qualified residents, defined as applicants or recipients of SSI/SSP or CAPI, including the prioritized population of qualified residents who are experiencing or at risk of homelessness.

Section 101 – Preservation OSP

The intent of the OSP funds is to provide operating subsidies to existing licensed residential adult and senior care facilities to preserve them and avoid their closure, as well as to increase the acceptance of new qualified residents, including the prioritized population. Note: Facilities vendored by a regional center are not eligible for these funds.

OSP funds can cover an eligible licensed facility's potential or projected operating deficits. Operating costs are the costs associated with the day-to-day physical operation (e.g., staffing, utilities, security, maintenance) of qualified facilities. OSP funds will cover operating costs that are not covered by existing revenues. Eligible uses are further defined in Section 205.

Counties accepting OSP funding are required to develop an application, allocation methodology, and award process for eligible licensed facilities consistent with state guidelines outlined in this document. Counties may determine whether they want to provide a set monthly payment or cost reimbursement based on actual costs and expenditures. Examples of each of these options are described below:

- **Set monthly payment:** A county may develop an allocation methodology for a monthly payment based on the number of beds currently occupied by qualified residents. In this scenario, the county shall determine the appropriate monthly amount for the operating subsidy payments that a facility would receive based on local needs. The monthly amount shall be applied at a rate per bed occupied by a qualified resident that month; beds occupied by non-qualified residents may not be included in the allocation methodology. With a set monthly payment, CDSS recommends subsidy payments of at least $1,000 per bed for qualified residents, unless the county determines, based on their local needs assessment, that the amount should be less than $1,000 per bed for qualified residents. For example, if the monthly amount is set at $1,000 and four beds are currently occupied by qualified residents, the facility would receive a total of $4,000 in OSP funds that

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month. If in the next month there are only three beds occupied by qualified residents, the facility would receive $3,000.

- **Cost reimbursement:** A county may reimburse facilities based on actual costs and expenditures. The facility can only be reimbursed for the share of eligible operating costs applicable to qualified residents. Counties choosing to use a cost reimbursement method should provide a template tool for facility applicants to project their operating costs and deficits for a set period. For example, if 25 percent of a facility's beds are occupied by qualified residents, then the facility may request reimbursement for 25 percent of that month's eligible operating costs. Each month, the total reimbursed may vary due to changes in monthly operating costs as well as changes in the number of qualified residents in a facility.

Consistent with Welfare and Institutions Code (WIC) section 18999.97, facilities in receipt of OSP shall be deed restricted to provide licensed adult and senior residential care for at least the length of time the county will provide operating subsidy payments. A deed restriction on the title of the property safeguards the property for purposes consistent with the grant for the duration of the contract performance period. A deed restriction must be recorded on the title to the property before the county can approve any OSP. As such, facility operators that are leasing the property must obtain the owner's consent for the deed restriction.

The length of time each county will provide OSP may vary depending on the county's OSP allocation, the number of facilities in receipt of OSP, and the amount of the monthly OSP. For example, a county determines they will provide OSP to eligible facilities over the course of 3 years. This duration of 3 years was determined based on the county's allocation and number of facilities the county prioritized to receive OSP. In this example, all facilities receiving OSP shall be deed restricted to provide licensed adult and senior residential care for at least the 3 years that the county will provide OSP via the CCE Preservation Funds.

Counties may request further technical assistance (TA) regarding how to establish processes to ensure properties are deed restricted, consistent with the statutory requirements, by contacting Advocates for Human Potential, Inc. (AHP) at cce.preservation@ahpnet.com.

Note: OSP must be used to cover the facility's operating deficits. SSI/SSP or CAPI recipients may not receive free or reduced amount for board/room or care or supervision as a result of the OSP funding. OSP funding must not supplant the recipient's payment to the facility or supplement their board/room charge.

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Section 102 – Preservation CP

The CP component of the CCE Preservation Funds provides capital funds to preserve facilities in need of repairs or required upgrades, thereby potentially preventing a facility closure and exits to homelessness. Funds can be applied to physical repairs and upgrades on an approved facility's property, including inside or outside the facility, within its property line. The CP funds can also be used for repairs needed for facilities to ensure they are compliant with licensing standards. Eligible uses are further defined in Section 205.

Counties accepting CP funding are required to develop an application, allocation methodology, and award process for eligible licensed facilities that are currently serving qualified individuals.

Article II – Eligible Recipients and Expenditures

CCE Preservation noncompetitive allocations will be distributed to the county department designated by the county, once they are accepted through the process described in Section 302. If both OSP and CP funds are accepted, one county department must manage both programs. Examples of county departments may include, but are not limited to, the housing development department, aging or adult services, or the behavioral health department. The department implementing OSP and/or CP should collaborate closely with behavioral health and homelessness systems of care to implement the program.

The designated county department will be responsible for the program administration, funding disbursement, and monitoring for OSP and CP to eligible licensed facilities, as applicable, as described in Sections 302 and 402, respectively.

Counties accepting OSP and/or CP funds must provide information via an Implementation Plan that outlines how the county's funding application and dissemination process will target facilities that meet the eligibility and prioritization criteria outlined below. More information on the Implementation Plan is included in Section 301.

Section 201 – Preservation OSP Eligible Recipients

OSP funds are intended to provide operating subsidies to existing licensed eligible residential adult and senior care facilities to preserve and avoid their closure, and to increase the acceptance of new qualified residents, including the prioritized population.

To receive OSP funding, facilities must meet the following eligibility criteria:

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1. Be an existing licensed Adult Residential Facility (ARF), as defined in Title 22, section 80001(a)(5) of the California Code of Regulations; Residential Care Facility for the Elderly (RCFE), as defined in Title 22, section 87101(r)(5) of the California Code of Regulations; or Residential Care Facility for the Chronically Ill (RCFCI), as defined in Title 22, section 87801(r)(5) of the California Code of Regulations;
2. Currently serve at least one qualified resident;
3. Be in good standing with the Community Care Licensing Division (CCLD) or certify that the capital project funds will bring them into good standing, defined as licensees in "substantial compliance" with licensing statues and regulations per Title 22, sections 80001(s)(8), 81001(s)(8), 87101(s)(9), and 87801(s)(7) of the California Code of Regulations; and
4. Have a critical monthly or annual operating and cash flow gap that places the facility at risk of closure or at risk of reducing the number of beds for qualified residents.

Facilities may certify that they meet these eligibility criteria through a written statement or attestation as part of the application process. Although counties may request further documentation when needed, CDSS encourages counties to develop streamlined and low-barrier applications to facilitate timely awards.

To accept funds, facilities must also agree to meet the following conditions **throughout implementation**:

1. Use funds in accordance with the eligible uses outlined in Article II as well as the program requirements outlined in Article IV and throughout this NOFA.
2. Agree to continue serving applicants or recipients of SSI/SSP or CAPI.
3. Agree to prioritize applications from qualified residents who are currently experiencing or at risk of homelessness.
4. Remain in good standing with CCLD.
5. Consistent with WIC section 18999.97(f), include a deed restriction to provide licensed adult and senior residential care for the length of time the grantee provides operating subsidy payments.

Counties shall monitor adherence to these requirements and ensure that facilities continue to meet the standards outlined above throughout program implementation. Counties will be responsible for reporting on the adherence to these requirements through regular program reports, as further described in Section 401.

Section 202 – Preservation CP Eligible Recipients

CP funds are intended to preserve essential residential adult and senior care facilities in need of resources for repairs or required upgrades and that serve qualified residents and the prioritized population.

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To receive CP funding, facilities must meet the following eligibility criteria:

1. Be an existing licensed Adult Residential Facility (ARF), as defined in Title 22, section 80001(a)(5) of the California Code of Regulations; Residential Care Facility for the Elderly (RCFE), as defined in Title 22, section 87101(r)(5) of the California Code of Regulations; or Residential Care Facility for the Chronically Ill (RCFCI), as defined in Title 22, section 87801(r)(5) of the California Code of Regulations;
2. Currently serve at least one qualified resident;
3. Be in good standing with CCLD or certify that the capital project funds will bring them into good standing, defined as licensees in "substantial compliance" with licensing statues and regulations per Title 22, sections 80001(s)(8), 81001(s)(8), 87101(s)(9), and 87801(s)(7) of the California Code of Regulations; and
4. Have a critical gap in their financial ability to make the needed repairs or upgrades, placing the facility at risk of closure or at risk of reducing the number of beds for qualified residents.

Facilities may certify that they meet these eligibility criteria through a written statement or attestation as part of the application process. Although counties may request further documentation when needed, CDSS encourages counties to develop streamlined and low-barrier applications to facilitate timely awards.

To accept funds, facilities must also meet the following conditions **throughout implementation**:

1. Use funds in accordance with the eligible uses outlined in Article II, as well as the program requirements outlined in Article IV and throughout this NOFA.
2. Agree to continue serving applicants or recipients of SSI/SSP and CAPI.
3. Agree to prioritize applications from qualified residents currently experiencing or at risk of homelessness.
4. Remain in good standing with CCLD.

Note: Counties may require that facilities receiving CP funds include a deed restriction on the property that the facility be used to provide licensed adult and senior residential care for a period of time specified by the county. CDSS recommends counties include a deed restriction of 5 years or the length of time the county determines appropriate, relative to the amount of funds awarded to the facility. For example, it may be appropriate to require deed restriction for more than 5 years when a facility receives CP funds in excess of $250,000.

Although CDSS recommends a deed restriction, in some cases it may not be feasible for the operator to agree to a deed restriction. For example, operators receiving CP

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funds may not be able to agree to a deed restriction when the operator does not own the facility. In those cases, the county should include another form of agreement specifying the operator will continue to serve the qualified population and prioritize people experiencing or at risk of homelessness, as appropriate.

Counties shall monitor adherence to these requirements and ensure that facilities continue to meet the standards outlined above throughout program implementation. Counties will also be required to report on adherence to these requirements through regular program reports, as further described in Section 401.

Section 203 – Ineligible OSP or CP Recipients

Facilities vendored by regional centers are not eligible for OSP or CP funds.

Section 204 – Facility Prioritization Criteria

Counties shall distribute funds to facilities in a manner that supports the overall goal to preserve eligible facilities and increase beds for qualified residents and the prioritized population. Counties shall use the following criteria to prioritize eligible facilities for CCE Preservation Funds:

1. Facilities at the highest risk of closure that can be prevented through OSP or CP funds.
2. Facilities with the highest percentage or number of qualified residents served.

In addition to the criteria outlined above, counties may establish additional facility prioritization criteria to address local needs and the overall goals of the CCE Preservation Program.

Information on prioritization will be requested as part of the Implementation Plan.

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Section 205 – Eligible/Ineligible Expenditures

A. County Uses for OSP and CP:

- Funds must be used to supplement, not supplant, other funding available from existing local, state, or federal programs or grants with similar purposes (i.e., existing funds used to support the prioritized population).
- County administrative costs must be minimized, not to exceed 10 percent.
- The remaining funds outside of administrative costs are to be distributed to the eligible and selected licensed adult and senior care facilities.

B. Eligible OSP Facility Costs:

Operating costs are associated with the day-to-day physical operation of the qualified setting. The OSP is intended to help facilities cover facility operating deficits. These settings often have costs that exceed the revenue totals each month when they are caring for individuals applying for or receiving SSI/SSP or CAPI. Funds must be used to supplement, not supplant, any existing funds used to support the prioritized population.

Eligible uses of OSP funds may include the following:

- Utilities, including heating, water, sewer, telephone, broadband and internet, and common area utilities
- Maintenance and repairs, including supplies, trash removal, snow removal, pest control, grounds upkeep and landscaping, and painting
- Staff and payroll costs required to sufficiently operate the licensed facility, including administrative, maintenance, and security staff/payrolls; staffing costs must be attributed to the facility as a whole and not in direct service or support of any single individual
- Marketing and leasing, including advertising, credit investigations, and leasing fees
- Taxes and insurance, including real estate taxes and property insurance
- Office supplies and expenses
- Accounting, such as tax filings, audits, and reporting to investors associated with the operation of the qualified facility
- Strategic planning and coordination with local health, social services, or homelessness systems of care to support sustainable long-term facility operations

Refer to Section 101 for more information about how to determine a facility's OSP.

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C. Excluded OSP Facility Costs:

Expenses that are not eligible to be covered by the OSP funds include the following:

- Expenses unrelated to operational costs
- Sponsor distributions
- Expenses or fees related to change in ownership, limited partner buyout, substitution, or assignment of ownership interest
- Expenses or fees related to tort or contract liability

D. Eligible CP Facility Costs:

CP funds can be applied to physical repairs and upgrades on an approved facility's property, inside or outside the facility, within its property line. Funds must be used to supplement, not supplant, any existing funds used to support the prioritized population.

Examples of common allowable costs could include but are not limited to the following:

- Weather stripping repair
- Outdoor activity space upgrades
- Perimeter fencing
- Delayed egress
- Repairs to holes in walls
- Signal system upgrade (e.g., egress and ingress systems, signals/alarms on doors, integration to personal emergency responses systems)
- Elevator repairs
- Water damage repairs
- Appliance upgrades
- Furniture upgrades
- Locked storage area upgrades
- Fire protection upgrades
- Fire alarm systems upgrades
- Employee accommodations upgrades (e.g., break rooms)
- First aid supply upgrades
- Windows and screens repair and upgrades
- Carpet and flooring upgrades
- Interior paint upgrades
- Roof repairs or replacement
- ADA upgrades and other upgrades to improve mobility and accessibility
- HVAC repairs

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- Repairs or upgrades to bedrooms, bathrooms and showers, common areas, kitchens (note: repairs or upgrades may not increase square footage of the facility)
- Seismic upgrades to applicable facility types with two stories or more
- Solar panel purchasing, installation, and other upgrades that will reduce long-term operating costs
- Other sustainable/green or energy-efficient building upgrades

Capital projects may include physical repairs or upgrades that will prevent the facility from closure and place the facility back in good standing with CCLD, when applicable.

E. Excluded CP Facility Costs:

Expenses that are not eligible to be covered by the CP funds include the following:

- Foundations for leased properties
- Projects that would expand or create a new usable space that would increase the square footage of the facility (see the CCE Capital Expansion RFA on the Improving California's Infrastructure website)
- Provision of services
- Operating costs (facilities should apply for OSP funds if they have operating cost needs)

Section 206 – County Allocations

The following table lists the one-time allocation amounts available for all counties with current licensed facilities serving qualified residents according to CCLD.

Director's Certification to accept the base allocation must be submitted in the web portal by July 15, 2022. Counties should review Section II for instructions on how to accept funds.

County	OSP Allocation	CP Allocation
Alameda	$1,519,607	$4,136,116
Alpine	-	-
Amador	$200,000	$200,000
Butte*	-	-
Calaveras	$200,000	$ 200,000
Colusa	-	-
Contra Costa	$1,189,741	$3,238,276
Del Norte	-	-

County	OSP Allocation	CP Allocation
Placer	$200,000	$534,669
Plumas	-	-
Riverside	$1,779,052	$4,842,283
Sacramento	$2,416,546	$6,577,434
San Benito*	-	-
San Bernardino	$2,787,182	$7,586,243
San Diego	$3,346,842	$9,109,544
San Francisco	$1,497,369	$4,075,588

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Community Care Expansion Preservation Program
Operating Subsidy Payment and Capital Projects
Notice of Funding Availability

County	OSP Allocation	CP Allocation
El Dorado	$200,000	$200,000
Fresno	$1,100,789	$2,996,162
Glenn	$200,000	$200,000
Humboldt	$200,000	$200,000
Imperial	$200,000	$413,612
Inyo*	-	-
Kern	$830,224	$2,259,732
Kings	$200,000	$200,000
Lake	$200,000	$200,000
Lassen	$200,000	$200,000
Los Angeles	$19,654,821	$53,497,135
Madera	$200,000	$242,114
Marin	$218,675	$595,197
Mariposa	-	-
Mendocino	$200,000	$200,000
Merced	$200,000	$232,026
Modoc	-	-
Mono	-	-
Monterey	$644,906	$1,755,327
Napa	$200,000	$200,000
Nevada	$200,000	$200,000
Orange	$4,636,655	$12,620,199

County	OSP Allocation	CP Allocation
San Joaquin	$1,337,996	$3,641,800
San Luis Obispo	$200,000	$373,259
San Mateo	$819,105	$2,229,468
Santa Barbara	$263,151	$716,254
Santa Clara	$1,619,679	$4,408,495
Santa Cruz	$478,120	$1,301,363
Shasta	$200,000	$373,259
Sierra	-	-
Siskiyou	$200,000	$200,000
Solano	$574,486	$1,563,654
Sonoma	$340,985	$928,104
Stanislaus	$1,515,901	$4,126,028
Sutter	$544,835	$1,482,949
Tehama	$218,675	$595,197
Trinity	$200,000	$200,000
Tulare	$448,469	$1,220,659
Tuolumne	$200,000	$200,000
Ventura	$563,367	$1,533,389
Yolo	$200,000	$282,466
Yuba	$200,000	$200,000
TOTAL	$54,747,179	$142,488,003

*Counties marked with an asterisk have licensed facilities, but the allocation methodology used did not match the licensed facilities (not vendored by regional centers) with any recipients or applicants of SSI/SSP or CAPI. If the county is aware of eligible adult and senior care facilities not funded by regional centers that are currently serving recipients or applicants of SSI/SSP or CAPI, a base allocation of $200,000 may be requested by contacting cce.preservation@ahpnet.com by July 15, 2022.

Note: CDSS is in the process of developing guidelines and funding available for tribes, which will be outlined in a separate correspondence.

Article III – County Program Implementation Requirements

Section 301 – County Implementation Plan

Counties accepting OSP and CP will be responsible for the administration, dissemination, and monitoring of the CP and OSP grant funds. Counties may select a third-party administrator to facilitate and manage the disbursement of funds. Counties accepting funds are required to submit an Implementation Plan describing how they will

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operationalize the CCE Preservation Funds. An initial or draft Implementation Plan is due by October 15, 2022. Counties may submit amended or final Implementation Plans, including approvals by County Board of Supervisors (if required by the county's funding approval processes), no later than January 15, 2023.

The Implementation Plan shall include, but is not limited to, the county's plan to

- Design and implement an application process and/or allocation methodology for OSP and/or CP funds, as applicable;
- Incorporate prioritization criteria into fund distribution process; and
- Monitor use of funds and outcomes in accordance with the guidelines outlined in this section.

AHP will review Implementation Plans as they are received to confirm they are complete and consistent with state guidelines. If needed, AHP will request a consultation with the county to solicit additional information or request edits to the Implementation Plan to be consistent with state guidelines outlined in this letter.

It is important that the county strategy for design and review of eligible CCE Preservation Fund projects is co-designed with persons with lived experience consistent with the county's identified priority populations, which may include, but are not limited to, persons with lived experience of homelessness, behavioral health and/or substance use disorders; people with disabilities; and with other marginalized communities including Black, Indigenous, and people of color (BIPOC) at risk of or experiencing homelessness. County agencies should rely on local data to account for racial inequities and disparities experienced by persons experiencing homelessness in the application evaluation process. Early engagement of key stakeholders with lived experience is essential for establishing equity as the foundation for these settings.

Counties must budget the program appropriately to ensure facilities with the greatest risk of closing and serving the highest proportion of qualified individuals have access to the CCE Preservation Program OSP and CP funds. Counties must minimize administrative costs while maximizing OSP and CP funds to facilities.

Section 302 – Fund Disbursement

The fund disbursement process for counties is outlined below. For the purposes of this section (Section 302 – Fund Disbursement), "subgrantee" refers to the facility (e.g., ARF, RCFE) receiving CP or OSP funds from a county grantee. Additional details will be included in the Standard Agreement issued by AHP upon county acceptance of funds. Please also see Addendum A for examples of various scenarios for CP fund disbursement.

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A. Disbursement of OSP Funds to Selected Facilities:

Counties shall follow established county procurement, invoicing, and reimbursement processes and execute formal agreements or contracts with the approved subgrantees to govern the use of the Preservation OSP funds. A Funding and Disbursement Agreement (FDA) is one example of the kind of document that could be issued by counties in this context. Agreements must be executed between the county department providing the funds and the approved facility receiving funds. Execution of the grant agreement award shall not automatically trigger a disbursement of funds.

County agreements with subgrantees should, at minimum, delineate the following:

- The subgrantee's reporting responsibilities, including key metrics and data (see Section 401)
- The uses of OSP funds.
- The conditions under which OSP funds may be accessed.
- The procedures and approvals needed for accessing OSP funds.
- Per WIC section 18999.97(f), a requirement that the facility be deed restricted to provide licensed adult and senior residential care for at least the length of time the county will provide OSP.
- Any conditions that would cause repayment of funds or cancellation of future budgeted funds.
- A requirement that facilities in receipt of CCE Preservation Program grant funds provide their annual audit within 90 days of the end of their fiscal year, if applicable. If a subgrantee meets the threshold for a federal single audit, a copy of the most recent single audit must be provided. Note: any entity expending $750,000 or more of federal funds in a fiscal year is required to have an annual single audit per the federal Super Circular Uniform Guidance (45 CFR Part 75).
- Required reporting, including reporting any material events such as change of key staff, lawsuit filed against the organization, etc. within 30 days of said event occurring.
- A requirement that subgrantees indemnify the county against any claims, suits, etc. that could be made against the entity.

As part of the OSP contract, a system should be established to manage the disbursement of funds. Counties can work with subgrantees to determine frequency and timing of disbursements as long as it is documented in the contract; however, counties are responsible for ensuring that subgrantees continue to meet the program requirements as outlined in this NOFA.

More specific details about contractual pass-through requirements for counties will be outlined in the Standard Agreement upon contract execution with AHP. Detailed

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information about disbursement and contract management with subgrantees in receipt of CCE OSP funds is also available through tailored TA upon request. To request TA, contact cce.preservation@ahpnet.com.

B. Disbursement of CP Funds to Selected Facilities:

Counties shall follow established county procurement, invoicing, and reimbursement processes, consistent with State Fiscal Recovery Fund (SFRF) requirements, and execute formal agreements or contracts with the approved facilities to govern the use of the CCE CP funds. Award and disbursement of CP funds requires an executed agreement between the county and subgrantee. Execution of the grant agreement award shall not automatically trigger a disbursement of funds.

County subgrantee agreements should, at minimum, delineate the following:

- The subgrantee's reporting responsibilities, including key metrics and data.
- Potential for requests of information from CDSS and AHP for ad hoc reports, or other required documentation such as eligibility of qualified residents.
- The uses of CP funds.
- The conditions under which CP funds may be accessed.
- The procedures and approvals needed for accessing CP funds, including details on the disbursement and construction draw approvals process.
- The requirements of an open- or closed-bid process.
- Any conditions that would cause repayment of funds or cancellation of future budgeted funds.
- A requirement that facilities in receipt of CCE Preservation Program grant funds provide their annual audit within 90 days of the end of their fiscal year, if applicable. If a subgrantee meets the threshold for a federal single audit, a copy of the most recent single audit must be provided. Note: any entity expending $750,000 or more of federal funds in a fiscal year is required to have an annual single audit per the federal Super Circular Uniform Guidance (45 CFR Part 75).
- Required reporting, including reporting any material events such as change of key staff, lawsuit filed against the organization, etc. within 30 days of said event occurring.
- A requirement that subgrantees indemnify the county against any claims, suits, etc. that could be made against the entity.
- If applicable, the requirement of a deed restriction to provide licensed residential care for a period of time designated by the county.

Counties shall follow their standard disbursement and construction draw processes while ensuring all of the following components required by state and federal regulations, including SFRF requirements, are included in those processes:

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- Qualification statements from construction professionals that have been reviewed and approved
- Final plan and cost review that has been approved
- Final, stamped plans and specifications
- Final executed contract and project budget (schedule of values)
- Project scope and timeline
- All final permits
- Prevailing wage attestation
- Payment and performance bond or executed letter of credit

More specific details about contractual pass-through requirements for counties will be outlined in the Standard Agreement upon contract execution with AHP. Detailed information about disbursement and contract management with facilities in receipt of CCE Preservation Program funds is also available through tailored TA upon request. To request TA, contact AHP at cce.preservation@ahpnet.com.

C. Management of CP Funds with Selected Subgrantees:

Counties accepting CP funds will be required to outline how they will manage the funds via the Implementation Plan. Counties are strongly encouraged to reach out to cce.preservation@ahpnet.com if they require TA in implementing the management of CP funds with selected subgrantees.

Counties will be required to describe their intended CP fund management processes in their Implementation Plan, subject to review and approval by AHP. The description must include how the county or third-party administrator will manage the CP application and fund disbursement process. It must also describe circumstances as to when the subgrantee (i.e., facility) would be allowed to manage the construction/rehabilitation project independent of direct oversight from the county or third-party administrator. The county should carefully consider this option to determine when it is appropriate to allow a facility to manage the construction project directly. The county shall only allow this option when the county can ensure that the entity awarded is capable of sufficiently managing the construction process oversight from start to completion. Considerations of a subgrantee's ability to sufficiently manage the process may include the cost of the project, the complexity of the project, or the subgrantee's previous development management experience. Counties considering this option should weigh the risks of individual subgrantee management on a case-by-case basis.

Regardless of how the county decides to manage the funds, the county has ultimate responsibility for compliance with the funding instructions attached to this NOFA.

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Counties will be required to include the following details about CP fund management in their Implementation Plan, subject to review and approval by AHP:

- Attestation of the county's capacity and ability to manage the CP application process for construction as part of their Implementation Plan. The county should include detailed administrative plans for project management tasks such as developing and managing a scope of work, general contractor engagement, construction project management, close out, and regular project status reporting. If the county choses to contract administration of this program to a third-party entity, this must be indicated in the Implementation Plan and accompanied by the agreement or contract that outlines oversight plans and expectations.
- Assessment of subgrantee financial feasibility and adherence to program requirements to ensure subgrantees have sufficient staff capacity and financial resources (i.e., working capital/liquidity) to manage the facility during and after construction.
- Clarification of the process, documentation, and approval requirements that will trigger the fund disbursement for approved CP projects.
- Review of the subgrantee's plan to relocate residents (if needed) to maintain levels of care during the capital preservation project period.
- Identification of necessary metrics and dedicated staff for proper monitoring of the CP fund disbursements.
- Development and management of the CP draw process for construction, which includes
    - Verifying all contractors and subcontractors are meeting prevailing wage standards for a public works project and
    - Identifying a process to track change orders.
- Management of post-construction compliance, financial accountability, reporting, and documentation per the requirements of CCE Preservation funding
- Monitoring of subgrantee projects during the 5-year compliance period
- Management and retention of all project, monitoring, and reporting documentation for the required archival period.

To further mitigate construction risks, it is recommended general contractors registered with the California Department of Industrial Relations (DIR) provide the following documents to counties:

- **Payment & Performance (P&P) Bond:** A P&P bond is required for all construction projects of $1,000,000 or more. The bond must be issued by a rated company, for both payment and performance, as Dual Obligee with the county or its designee as additionally insured. Any exception to this must be stated within the grant agreement and be approved by the State.
- **Letter(s) of Credit:** In the event a project is small, or the risk is determined to be low, an irrevocable letter of credit may be accepted in lieu of a P&P bond.

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- **Certification of Compliance:** General contractors must submit a certification of compliance to the awarding county department certifying that the construction contractor shall comply with California's prevailing wage and working hours laws (including posting job notices, as required by Labor Code section 1720). From time to time, additional documents that are not stated here may be required, depending on the unique risks of the transaction.
- **Prevailing Wage Attestation:** Contractors provide this to the administering oversight body as part of the contract execution process, certifying compliance with California's prevailing wage and working hours laws and all applicable federal prevailing wage laws.

Additional documents that are not stated here may be required depending on the unique risks of the transaction.

Section 303 – Preservation Capital Projects Funding Match

Counties are required to match at least 10 percent of the CP funds accepted and awarded to them. Match may be provided by the county or contributed in whole or in part by the subgrantee awarded CP funds. However, counties are responsible for ensuring that the 10 percent match is met. For example, a county awarding a project that will cost $50,000 could contribute $5,000 in county American Rescue Plan Act (ARPA) funds to the project or require that the applicable subgrantee contribute $5,000 in cash to the project.

Note: Match is not required for OSP funds.

Counties will describe their proposal for matching CP funds in the Implementation Plan, including identifying whether the county will provide the match itself or whether all or a portion of the match will be contributed by facilities awarded CP funds. Counties will also be required to certify that match requirements will be met and include any match sources committed to this contract in the Standard Agreement executed with AHP. If facilities will be required to contribute any part of the match, this must also be outlined in the Standard Agreement with the county.

Match in the form of cash and in-kind contributions, including the real costs previously incurred by a project, will be allowed. All "in-kind" amounts must be well documented and notarized. CDSS must approve all match sources that are not described below.

Cash match may come from

- ARPA funds granted to counties and cities,
- Local funding,
- Mental Health Services Act funds in the 3-year plan (considered "other local"),

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- Foundation/philanthropic support,
- Loans or investments,
- Cash on hand, and
- Incentive payments from managed care plans

"In-kind" match may be in the form of

- Sunk costs directly related to a development project, or costs directly related to a development project that have already been incurred and cannot be recovered, with documentation of paid invoices for professional services related to pre-development of the specific grant application, as approved on a case-by-case basis by CDSS. Any match claimed under sunk cost must supplement, not supplant, other fund sources.
- Donations of professional design-build services, materials directly related to the development project.

Services to clients will not be allowed as match. State general funds may not be used as match.

Section 304 – Service Use Terms

For the purpose of this section, "service use terms" means a deed restriction on the title of the property, safeguarding the property for purposes consistent with the grant for the duration of the contract performance period. A deed restriction must be recorded on the title to the property before the county can approve any OSP payments. As such, facility operators that are leasing the property must obtain the owner's consent for the deed restriction. The county, at their discretion, may also require that a deed restriction be recorded on the title to the property before approving CP projects. However, deed restrictions are required by statute for only those facilities in receipt of OSP funds.

Article IV – Preservation Program Requirements

Section 401 – Data Collection and Reporting

A. Data Reports:

Counties will be required to report on items related to use of funds and number of beds preserved. Examples of OSP and CP data collection items may include, but are not limited to, the following:

- The number of facilities requesting OSP or CP reimbursement and amount of funds requested
- The number of facilities receiving funds and amount of funds awarded

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- The number of retained residents who are receiving or applying for SSI/SSP or CAPI benefits
- The total number of residents, the number of current qualified residents, and any new qualified residents who move into the facility
- A brief description of how the CP or OSP funds were used to benefit the qualified residents and prioritized population

B. The HUB – Data Reporting System:

The HUB is a data portal that will be made available to all counties, through AHP, for the purpose of reporting data and meeting programmatic as well as federal fiscal reporting requirements. Each county will then provide subgrantee facilities with a separate secure portal for uploading and providing all required monitoring information. The site will also provide business-hour access to liaison staff who can answer questions related to the completion of required forms.

C. American Rescue Plan Act (ARPA) Data Reporting Requirements:

Counties will be required to follow the U.S. Treasury Department rules on ARPA uses, data collection, and reporting requirements. CDSS reports expenditures and outcomes on behalf of grantees, and requested information included in the reporting is subject to change.

Section 402 – Monitoring and Program Oversight

As recipients of state and federal funding from pass-through entities (CDSS and AHP), counties are responsible for compliance with federal and state regulations attached to the funding accepted, including fund administration, fiscal and project management, reporting, and compliance monitoring.

Each participating county department will be responsible for managing the day-to-day operations of its CCE Preservation Funds program, including establishing methods, processes, and procedures to determine best practices for the efficient delivery of CCE Preservation Funds. Counties will likewise be expected to ensure that these funds are used in accordance with program requirements and written agreements and to take appropriate action, should any performance problems arise. County procedures must include a corrective action plan for assessing risk of activities and projects and for monitoring facilities to ensure that the requirements in this section are met.

Each county must, insofar as is feasible, distribute CCE funds geographically within its boundaries, according to the priorities of needs identified by the county analysis of facilities at highest risk for closure serving qualified residents.

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The county shall be subject to monitoring by CDSS, its contractor AHP, and/or its community development financial institution (CDFI) subcontractor for compliance with the provisions of this NOFA and the executed contract. Such monitoring activities may include, but are not limited to, inspection of the county's grantees' and/or subgrantees' services, procedures, books, and records, as CDSS or AHP deems appropriate. CDSS or AHP may conduct monitoring activities at any time during the county's contractors' and/or subcontractors' normal business hours. CDSS may conduct a review of the county's contractors' and/or subcontractors' records to determine if any of the claimed expenditures were an improper use of grant funds.

Article V – Authorizing and Applicable Law

Authorizing law for CCE Preservation OSP and CP: Assembly Bill (AB) 172 (Chapter 696, Statutes of 2021

Section 501 – Federal and State Program Requirements

A. ARPA:

Counties will be required to follow the Treasury rules on ARPA uses, data collection, and reporting requirements.

B. Reporting Requirements:

Reporting requirements will include quarterly reports and a final report, along with an annual CCE Preservation Program and Expenditure Report. The annual report will be due no later than January 31, for the prior calendar year of January 1 to December 31. The reports and data entered in the HUB data portal shall be in such form and contain such information as required by CDSS, as appropriate, in its sole and absolute discretion.

These requirements will be fully detailed upon award. In addition to the foregoing, each county shall submit to CDSS or AHP such periodic reports, updates, and information as deemed necessary by CDSS to monitor compliance and/or perform program evaluation. Any requested data or information shall be submitted electronically in a format provided by CDSS or its administrative entity, AHP. Additional reporting requirements may be required by CDSS for up to the applicable service use terms after completion of project construction.

C. Prevailing Wage:

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All "projects" that receive preservation capital funds over $1,000 must utilize Prevailing Wage Rates as defined by the Prevailing Wage Law (Labor Code section 1720, et seq.). It is the contractor's responsibility to abide by the apprenticeship requirements and reporting under that law. Projects are subject to compliance monitoring and enforcement by DIR. County departments will be required to submit a Certification of Compliance to AHP as part of the contract execution process, certifying that the county shall comply with all applicable local, state, and federal prevailing wage and working hours laws. The Certification of Compliance will also state that the county shall maintain its labor records in compliance with all applicable local, state, and federal laws, and shall make all labor records available to DIR and any other applicable enforcement agencies upon request.

D. Local Building Codes:

All preservation and construction projects must meet state or local residential and building codes, as applicable, or, in the absence of a state or local building code, the International Residential Code or International Building Code (as applicable to the type of housing) of the International Code Council. The housing must meet the applicable requirements upon project completion.

E. Reasonable Costs:

Consistent with county procurement processes, each county shall ensure there is a systematic process in place for determining and confirming "reasonable costs" within and throughout each project, as well as a systematic check-and-balance method for distributing funds to facilities.

F. Land Use Exemption:

Any project that receives CCE Preservation Program funds shall be deemed consistent and in conformity with any applicable local plan, standard, or requirement, and any applicable coastal plan, local or otherwise, and allowed as a permitted use, within the zone in which the structure is located, and shall **not** be subject to a conditional use permit, discretionary permit, or to any other discretionary reviews or approvals, and shall be deemed a ministerial action under the California Environmental Quality Act (CEQA) (Public Resources Code section 21080) and under section 15268 of Title 14 of the California Code of Regulations (WIC section 18999.97(l); see also CEQA Guidelines).

G. Low-Rent Housing Project Exemption:

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In accordance with WIC sections 5960.35(b)(1) and 18999.98, a project funded with a CCE grant shall not be considered a "low-rent housing project," as defined in Section 1 of Article XXXIV of the California Constitution, if the project meets any one of the following criteria:

- The project is privately owned housing, receiving no ad valorem property tax exemption, other than exemptions granted pursuant to subdivision (f) or (g) of section 214 of the Revenue and Taxation Code, not fully reimbursed to all taxing entities, and not more than 49 percent of the dwellings, apartments, or other living accommodations of the project may be occupied by persons of low income.
- The project is privately owned housing, is not exempt from ad valorem taxation by reason of any public ownership, and is not financed with direct long-term financing from a public body.
- The project is intended for owner-occupancy, which may include a limited-equity housing cooperative as defined in section 50076.5 of the Health and Safety Code, or cooperative or condominium ownership, rather than for rental-occupancy.
- The project consists of newly constructed, privately owned, one-to-four-family dwellings not located on adjoining sites.
- The project consists of existing dwelling units leased by the state public body from the private owner of these dwelling units.
- The project consists of the rehabilitation, reconstruction, improvement, or addition to, or replacement of, dwelling units of a previously existing low-rent housing project, or a project previously or currently occupied by lower-income households, as defined in section 50079.5 of the Health and Safety Code.
- The project consists of the acquisition, rehabilitation, reconstruction, improvement, or any combination thereof, of a project which, prior to the date of the transaction to acquire, rehabilitate, reconstruct, improve, or any combination thereof, was subject to a contract for federal or state public body assistance for the purpose of providing affordable housing for low-income households and maintains, or enters into a contract for federal or state public body assistance for the purpose of providing affordable housing for low-income households.

If a project funded with a CCE grant is a "low-income housing project" as defined by Section 1 of Article XXXIV of the California Constitution but does not meet any of the criteria listed above, then the applicant shall comply with the requirements set forth in that section of the California Constitution.

H. State and Federal Relocation Assistance:

As applicable, all projects must comply with federal and state laws pertaining to relocation assistance and protections that must be provided to people who move as a

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result of government-funded projects (California Government Code (GOV) sections 7260-7277; 42 U.S.C. section 4601 et seq.).

Section 502 – Collaboration, Racial Equity, and Fair Housing

A. Collaboration:

Counties are strongly encouraged to collaborate with other partners, such as local behavioral health and emergency response systems, local Medi-Cal managed care plans, legal aid organizations, and other relevant networks, to maximize available funding to preserve residential facilities, increase referrals, coordinate care, and maximize resources and available supportive services. Information on these collaborations will be requested in future program updates. Counties may not supplant the CCE Preservation Funds with any other funding sources such as the Assisted Living Waiver program or other service use funding provided by the county or other programs.

B. Racial Equity:

It is important that the county department address racial disparities in program design, development, and implementation. It is vital to have early engagement with stakeholders with lived experience of homelessness or mental and/or substance use disorders, people with disabilities, and with other marginalized communities including BIPOC at risk of or experiencing homelessness. County departments should rely on local data to account for racial inequities and disparities experienced by persons experiencing homelessness in the application evaluation process and/or allocation methodology.

C. Fair Housing:

Additionally, per Government Code section 8899.50, each county must also operate its CCE program in a manner that affirmatively furthers fair housing. This means that CCE must be operated in a way that takes "meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics."

Counties should review the reports and resources below for examples of how housing and homelessness programs have incorporated racial equity into programming. Counties are encouraged to seek meaningful input and participation from current and former SSI/SSP or CAPI recipients or applicants, including individuals of color, that go beyond identifying disparities to identify causes of such disparities from individuals with lived experience. Additionally, CDSS or AHP will provide TA opportunities to help counties address racial equity within the CCE program.

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Reports

- Racial Inequalities in Homelessness, by the Numbers
- Supporting Partnerships for Anti-Racist Communities (SPARC) Phase One Study Findings
- A Brief Timeline of Race and Homelessness in America
- Report and Recommendations of the Ad Hoc Committee on Black People Experiencing Homelessness

Resources

- Equity-Based Decision-Making Framework
- Framework for an Equitable COVID-19 Homelessness Response
- Advancing Racial Equity through Assessments and Prioritization (HUD)
- California Department of Housing and Community Development's Guidance on Affirmatively Furthering Fair Housing
- California Business, Consumer Services and Housing Agency's Homeless Data Integration System

Key Definitions

Qualified resident: For the purpose of this NOFA, per the state statute, applicants or recipients of the Supplemental Security Income/State Supplementary Payment (SSI/SSP) pursuant to Subchapter 16 (commencing with Section 1381) of Chapter 7 of Title 42 of the United States Code and Welfare and Institutions Code (WIC) section 12000 et seq., and applicants or recipients the Cash Assistance Program for Immigrants (CAPI) pursuant to WIC section 18937 et seq., who need the care and supervision that is provided by the licensed facility that receives the grant. "Qualified resident" shall not include SSI/SSP or CAPI applicants or recipients who are receiving services through a regional center.

Prioritized population: Qualified residents who are experiencing, or at risk of experiencing, homelessness.

Adult Residential Facility (ARF): "ARF" has the same meaning as in Title 22 of the California Code of Regulations Section 80001: "any facility of any capacity that provides 24-hour-a-day nonmedical care and supervision to the following: (A) persons 18 years of age through 59 years of age; and (B) persons 60 years of age and older only in accordance with Section 85068.4."

Residential Care Facility for the Elderly (RCFE): "RCFE" has the same meaning as in Title 22 of the California Code of Regulations Section 87101: "a housing arrangement

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chosen voluntarily by the resident, the resident's guardian, conservator or other responsible person; where 75 percent of the residents are sixty years of age or older and where varying levels of care and supervision are provided, as agreed to at time of admission or as determined necessary at subsequent times of reappraisal. Any younger residents must have needs compatible with other residents."

Residential Care Facility for the Chronically Ill (RCFCI): "RCFCI" has the same meaning as in Title 22 of the California Code of Regulations Section 87801: "any place, building, or housing arrangement which is maintained and operated to provide care and supervision to all or any of the following: (A) Adults with HIV disease or AIDS, (B) Emancipated minors with HIV disease or AIDS, or (C) Family units as defined in Section 87801(f)(1) with adults or children or both with HIV disease or AIDS."

California Prevailing Wage: The director of the Department of Industrial Relations (DIR) determines the general prevailing rate of per diem wages in accordance with the standards set forth in Labor Code section 1773. (Labor Code section 1770). Except for "public works," "projects" of one thousand dollars ($1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works. (Labor Code section 1771). Prevailing wage is applicable only to work performed under contract, including contracts let for maintenance work, and is not applicable to work carried out by a public agency with its own forces.

Capitalized Operating Subsidy Reserve (COSR [for OSP]): Capitalized operating subsidy reserve means an interest-bearing account maintained by the qualified grantee, the residential adult or senior care facility, or a third-party entity created to cover potential or projected operating deficits on a facility that is deed restricted to provide licensed residential care for at least the term of the reserve. The department shall develop guidelines on the qualified grantees' use of COSRs to ensure safeguards for those reserves, based on use in other state programs.

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Acronyms

AHP	Advocates for Human Potential, Inc. – CDSS's third-party contractor
ARF	Adult Residential Facility
ARPA	American Rescue Plan Act
CAPI	Cash Assistance Program for Immigrants
CCE	Community Care Expansion
CCLD	Community Care Licensing Division
CDFI	Community Development Financial Institution
CDSS	California Department of Social Services
CEQA	California Environmental Quality Act
CP	Capital Projects
FDA	Funding and Disbursement Agreement
OSP	Operating Subsidy Payments
RCFCI	Residential Care Facility for the Chronically Ill
RCFE	Residential Care Facility for the Elderly
SFRF	State Fiscal Recovery Fund
SSI/SSP	Supplemental Security Income/State Supplementary Payment

Addendum A

Examples of CCE CP Fund Disbursement Procedures

Counties shall follow established county procurement, invoicing, and reimbursement processes, consistent with SFRF requirements, and execute formal agreements or contracts with the approved subgrantees to govern the use of the CCE CP funds.

The program management responsibility includes, but is not limited to, ensuring program compliance per the funding source, both for project delivery costs and within each awarded construction project; financial management, including management of the approved administrative budget and grant/loan budget, for each subgrantee by funding source; required data reporting and data retention, documentation, and recordkeeping per CDSS and federal specifications, both for the program and for each subgrantee; and the performance of the program according the county's approved Implementation Plan, budget, and unit completion goals.

The following scenarios are offered as examples in the absence of an established county process. If TA is needed to establish fund disbursement procedures, please

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request support in the AHP CCE Preservation Acceptance web portal, or by email at cce.preservation@ahpnet.com. For the purposes of this section, "subgrantee" refers to the facility or entity awarded CCE CP funds.

Scenario #1 – The county establishes the management of each project, including bidding and supporting the selection of contractors and disbursement of funds for rehabilitation/construction scopes of work. This also includes the direct management of funds and contracts with trades and construction firms completing the approved rehabilitation and reconstruction. In this scenario, the county would contract with trades on behalf of the subgrantee (the ARF or RCFE) and act as project manager to monitor the completion of the approved improvement/project.

In this scenario, the county operates in the role similar to that of a general contractor. If a county uses this approach, the county department or agency administering the program should have preexisting experience overseeing construction and development projects of a similar size and complexity as the proposed projects to be funded with CCE CP funds.

Note: It is recommended that the county leverage existing procurement and management systems that currently govern similar capital projects such as HOME, the Community Development Block Grant Program (CDBG), or home improvement projects where the county is designating funds for a specific project with restricted use. AHP can provide TA upon request to assess and advise the applicability, scope, or feasibility of using the county's existing systems for this project.

In this scenario, the county will work with the approved subgrantee (the ARF or RCFE) to 1) develop a scope of work, 2) select a licensed and certified general contractor through the county procurement process, and 3) manage the construction process. All construction and rehabilitation contracts will be made between the subgrantee (ARF or RCFE) and the general contractor, but the county will manage and disburse the funds upon successful completion of the work.

Under this scenario, the construction management and funds disbursement will follow these steps:

1. **Site inspection and drafting the scope of work:** Upon approval of allocated grant funds, the county will conduct an initial site inspection by a certified construction analyst. Based upon the inspection, the analyst will develop a detailed draft scope of work and review it with the subgrantee.
2. **Bidding and selecting a construction contractor:** Upon approval of this initial scope of work by the county and the subgrantee, the county will conduct a bid conference on site with the subgrantee and interested construction contractors. Within an acceptable period of time after the bid conference, contractors will

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submit construction bids to the county. The county will meet with the subgrantee to have them select their preferred construction contractor.

3. **Finalizing scope of work:** Upon selection of the construction contractor, the scope will be finalized with the subgrantee, and an internal review and approval package will be developed by county staff. Through the CCE program, the subgrantee has been exempted from Environmental Review and an expedited internal approval process for these grantees should be developed in collaboration with other agencies, including the planning agency. *Note: In this scenario, funds are approved but not transferred or allocated directly to the approved subgrantee. This allows the county to mitigate risk involving the use of funds and ensure funds are being used in accordance with the program requirements.*
4. **Signing agreements:** When the above processes are complete, the subgrantee is contacted to sign key documents, including the subgrantee agreement and the construction contract.
5. **Getting started:** Approval of work begins, with county oversight. The contractor is then provided with a Notice to Proceed, and construction can begin. Variance between estimated construction cost at time of bidding and actual cost when work begins can be mitigated through close collaboration between the subgrantee and the county.

In the scenario described above, the county will be responsible for construction management, close out, reviewing the facility's plan for the relocation of residents to a commensurate level of care as necessary, warranty enforcement, and post-construction responsibilities. Where there are already established residents whose service needs may be impacted, the county will collaborate with the subgrantee to ensure disruptions to continuity of care are minimized.

The county will ultimately be responsible for processing all applications from the stage of submission through review, decision/approval, settlement, construction completion, and ongoing program administration.

Scenario #2 – The county contracts with a third party for full management of subgrantee awards

In this scenario, the contracted third party will be responsible for the steps outlined above. County agencies with limited capacity to manage the CCE award and monitoring requirements may want to consider contracting with a third-party organization experienced in developing or rehabilitating residential care facilities to manage the construction bidding, selection of contractors, development of the project scope of work, bidding and validation of eligible expenditures, and final reporting with documentation on use of funds and completion of intended and approved use. In this scenario, all construction bidding processes, direct 1:1 oversight of projects to completion, and

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management of the draw review process could be the responsibility of a third party. Subgrantee award agreements will be executed between the awarded subgrantee and the county and managed with the assistance of a third party.

Scenario #3 – Subgrantee manages awarded funds
In this scenario, the county has determined the awarded subgrantee has the capacity and ability to manage the capital preservation/rehabilitation project. Subgrantees with prior experience rehabilitating or managing tenant improvements can manage the funds either through their own staff or through a memorandum of understanding with an experienced real estate developer or construction manager.

This scenario requires oversight by the county to ensure the subgrantee can document their prior experience or capacity to manage these funds and bring projects to fruition. Attestation of the subgrantee's ability and capacity to manage prevailing wage oversight, provide regular accounting of the funds expended for eligible uses, understand approvals and permitting needed, obtain these approvals and permits, and report on key data points required by the CCE program is recommended. A system to collect and monitor, including onsite inspection, will support the county to manage the grant funds under this scenario.

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AWARD LETTERS

August 15, 2022

Monterey County
Attn: Patricia Zerounian, Management Analyst III
Health, Behavioral Health Bureau
1270 Natividad Road
Salinas, CA, 93906

SUBJECT: Community Care Expansion Preservation Program Award Letter

Dear Patricia Zerounian:

Thank you for your interest in the California Department of Social Services (CDSS) Community Care Expansion (CCE) Preservation Program. CDSS is pleased to inform you that Monterey County is awarded the following allocation(s) to administer and implement the CCE Preservation Program:

- **$644,906** is awarded for the Operating Subsidy Payment (OSP) program
- **$1,755,327** is awarded for the Capital Project (CP) program

According to the Director Certification submitted by your county, the CCE Preservation Program will be administered by the Health Department, Behavioral Health Bureau. The Director Certification also indicated that your county could accept additional OSP funds and additional CP funds, should they become available. Additional information relating to any additional funds will be released under separate cover.

CCE Preservation Program funds must be used consistent with the program guidelines outlined in the Notice of Funding Availability (NOFA) to immediately preserve and avoid the closure of licensed residential adult and senior care facilities serving qualified residents, defined as applicants or recipients of Supplemental Security Income/State Supplementary Payment (SSI/SSP) or Cash Assistance Program for Immigrants (CAPI), including those who are experiencing or at risk of homelessness.

Advocates for Human Potential, Inc. (AHP), the CCE administrative entity will collect an Implementation Plan and issue a Standard Agreement contract. The Standard Agreement will outline expectations and responsibilities related to acceptance of the award, including incorporation of funding terms and conditions outlined in the NOFA and the signed Director Certification. The CCE Preservation Program grant award is not

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final, and no funding will be disbursed, until a contract has been fully executed, which occurs when the contract is signed by authorized representatives for both Monterey County and AHP. Prior to that time, the CDSS and AHP have the right to conduct additional due diligence to ensure fulfillment of all programmatic and fiscal requirements, including but not limited to, eligibility and award amount. Any costs incurred outside the performance period of a fully executed contract may not be reimbursed.

CDSS appreciates your interest and partnership in implementing the CCE Preservation Program. If you have any questions, please contact the AHP team at cce.preservation@ahpnet.com.

Sincerely,

Julie McQuitty

Julie McQuitty
Chief, Program Policy and Quality Assurance Branch
Housing and Homelessness Division
California Department of Social Services

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April 7, 2023

Monterey County
Elsa M. Jimenez, MPA, Director
Health Department
1270 Natividad Road
Salinas, CA 93906

SUBJECT: Community Care Expansion (CCE) Preservation Program Fiscal Year (FY) 2022-23 Award Letter and Final Award Amount

Dear Director Elsa M. Jimenez, MPA:

Thank you for your continued interest in the California Department of Social Services (CDSS) Community Care Expansion (CCE) Program. CDSS is pleased to inform you that Monterey County is awarded an additional **$651,767** in CCE Preservation Operating Subsidy Payment (OSP) funds from the FY 2022-23 budget appropriation.

The Director Certification submitted by your county indicated that your county could accept additional OSP funds and additional Capital Project (CP) funds, should they be available. The remaining program funds from the CCE Preservation FY 2021-22 for OSPs and CPs are now available to participating counties. CDSS is distributing these remaining funds consistent with the need-based methodology described in Section IV of the All County Welfare Directors Letter (ACWDL) dated December 14, 2022.

In addition to the FY 2022-23 augmentation outlined above, Monterey County is awarded **$81,026** in additional OSP funds and **$67,718** in additional CP funds from the remaining FY 2021-22 appropriation. These funds were also redistributed consistent with the need-based methodology described in Section IV of the All County Welfare Directors Letter (ACWDL) dated December 14, 2022.

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In total, Monterey County is awarded the following allocation(s) to administer and implement the CCE Preservation Program:

- **$1,377,699** for OSP funds
- **$1,823,045** for CP funds

Funds must be used to support CCE Preservation operations as described in the Notice of Funding Availability (NOFA) dated June 10, 2022, and the ACWDL dated December 14, 2022. Funds used for the purpose of OSPs must be obligated no later than June 30, 2027 and liquidated no later than June 30, 2029. Funds used for the purposes of CPs must be obligated no later than June 30, 2024 and liquidated no later than December 31, 2026.

Following the release of this award letter, Advocates for Human Potential, Inc. (AHP) will issue a Program Funding Agreement. The Program Funding Agreement will outline expectations and responsibilities related to acceptance of the award, including incorporation of funding terms and conditions outlined in the NOFA, ACWDL, and the signed Director's Certification. The CCE Preservation Program grant award is not final, and no funding will be disbursed, until a Program Funding Agreement has been fully executed, which occurs when the Program Funding Agreement is signed by authorized representatives for both Monterey County and AHP. Prior to that time, the CDSS and AHP have the right to conduct additional due diligence to ensure fulfillment of all programmatic and fiscal requirements, including but not limited to, eligibility and award amount. Any costs incurred outside the performance period of a fully executed Program Funding Agreement may not be reimbursed.

Please contact AHP at cce.preservation@ahpnet.com with any questions.

Sincerely,

Julie McQuitty

JULIE MCQUITTY, Branch Manager
Program Policy and Quality Assurance Branch
Housing and Homelessness Division
California Department of Social Services

CC:

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AGREEMENT FOR SPECIALIZED ATTORNEY SERVICES

THIS AGREEMENT FOR SPECIALIZED ATTORNEY SERVICES ("Agreement") is made and entered by and between the COUNTY OF MONTEREY, a political subdivision of the State of California ("COUNTY"), and **HOOPER, LUNDY & BOOKMAN, P.C**, a California professional corporation ("ATTORNEY").

RECITALS

This Agreement is made with respect to the following facts:

A. The County may contract for legal services for the COUNTY when it is necessary and appropriate that special legal services be performed for the COUNTY and its officers and employees.

B. COUNTY desires to retain ATTORNEY to provide legal services to COUNTY regarding healthcare law matters. Accordingly, the County Counsel will provide direction with respect to its nature.

C. ATTORNEY is specially trained, experienced, expert, and competent to perform the legal services required. COUNTY specifically seeks the expertise of Alicia W. Macklin, Esq., Emily L. Brinkman, Esq., Andrea L. Frey, Esq., Linda Randlett Kollar, Esq., Jordan Kearney, Esq., and David J. Vernon, Esq. and enters into this agreement with the understanding that Alicia Macklin, Esq. and Andrea Frey will be primary attorneys providing services under this Agreement at the commencement of this engagement, although other attorneys or paralegals in the firm may be utilized on an as-needed basis.

D. COUNTY and ATTORNEY entered into an agreement for legal services dated July 1, 2018, along with amendments to that agreement (as amended, "July 1, 2018 Agreement") and mutually desire to terminate the July 1, 2018 Agreement on the effective date of this Agreement;

NOW, THEREFORE, the parties agree as follows:

1. EFFECTIVE DATE AND TERM

1.01 This Agreement shall be effective as of the date the Agreement is fully executed by COUNTY and ATTORNEY ("Effective Date") through December 31, 2028, unless earlier terminated as set forth below. This Agreement may be amended from time-to-time upon the mutual agreement of the parties.

1.02 The July 1, 2018 Agreement is terminated and superseded as of Effective Date of this Agreement, provided, however, that COUNTY shall remain responsible for paying undisputed fees and costs incurred prior to the Effective Date consistent with the terms of the July 1, 2018 Agreement.

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Docusign Envelope ID: 5ACAD689-14EF-48C7-9AFF-1A121288A438

2. SERVICES TO BE PERFORMED

2.01. Services to be Performed by ATTORNEY. COUNTY hereby hires ATTORNEY to render independent legal services to COUNTY, subject to the terms of this Agreement. Primary attorneys providing services hereunder shall include Alicia W. Macklin, Esq. and Andrea Frey, Esq., although other attorneys and paralegals in the firm may be utilized on an as-needed basis. ATTORNEY shall perform said services faithfully and well, when needed by and as requested by COUNTY. The services to be performed under this Agreement shall consist of providing advice to COUNTY regarding healthcare law matters. A specific scope of work is enclosed as Exhibit A and incorporated herein by reference. ATTORNEY shall perform only such services as are within the proficiency of the individual attorneys on ATTORNEY's staff, and ATTORNEY will take prompt and appropriate steps to protect COUNTY if any work requested is beyond such proficiency. ATTORNEY shall diligently provide such legal services as are necessary in a professional, timely manner. ATTORNEY shall perform all of its services with due regard to ethical guidelines and the COUNTY's interests.

2.02. No Conflicts of Interest. Except with respect to previously disclosed and waived conflicts of interest, ATTORNEY does not have an actual or potential interest adverse to COUNTY nor does ATTORNEY presently represent a person or firm with an interest adverse to COUNTY with respect to the matter accepted. It is specifically understood and agreed that ATTORNEY's duty of care under this Agreement is to COUNTY.

2.03. Direction from and Consultation with County Counsel. ATTORNEY shall coordinate and consult with, and receive direction from County Counsel in providing services under this Agreement. Initially, primary attorneys from the County Counsel's Office working with ATTORNEY with respect to this agreement shall be County Counsel Susan K. Blitch and Chief Deputy County Counsel Stacy L. Saetta although other deputies in the County Counsel's Office may be designated from time-to-time to work on the matter. Unless otherwise directed by County Counsel, if ATTORNEY prepares any court pleadings or County documents in the performance of services under this Agreement, including but not limited to County resolutions, staff reports, and memoranda to the Board of Supervisors or other County legislative or advisory bodies, ATTORNEY shall provide such drafts to County Counsel for review and consultation prior to finalizing any such drafts.

2.04. Reporting Requirements. ATTORNEY shall provide COUNTY with reports as may reasonably be requested by COUNTY in connection with the performance of services hereunder.

2.05. Closing Report. If this Agreement is terminated as set forth herein, or if for any reason ATTORNEY is no longer retained by COUNTY with respect to this matter, ATTORNEY, upon request of County Counsel, shall submit a sealed Closing Report describing the status of the matter, setting forth any information needed by another attorney to handle the matter. The sealed Closing Report will be expeditiously submitted, together with necessary executed Substitutions of Attorneys, to County Counsel.

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2.06. Oral Reports. ATTORNEY shall promptly report orally to County Counsel, in person or by telephone, any event or discovery which is of an urgent nature or requires the prompt attention of COUNTY. ATTORNEY shall promptly follow up such oral report with a Status Report or Status Update reiterating such event or discovery. ATTORNEY shall immediately advise County Counsel in writing if an actual or potential conflict of interest arises or is discovered.

3. COMPENSATION

3.01. Compensation to Attorney. As consideration for ATTORNEY's performance of services under this Agreement, COUNTY shall pay to ATTORNEY the fees and necessary expenses calculated in accordance with the hourly rate and expense method of billing. Fees and expenses are to be charged in accordance with the terms of this agreement and in accordance with the hourly rates for partners, associates, paralegals, and planners, if any, of ATTORNEY and any other terms governing fees set forth in Exhibit B, attached hereto and incorporated herein by reference. COUNTY will not pay ATTORNEY for travel time. COUNTY will reimburse ATTORNEY for the actual expenses related to the travel, as set forth below.

3.02. Budget. ATTORNEY and COUNTY agree that the budget for services pursuant to this Agreement shall not exceed the sum of Nine Hundred Thousand dollars ($900,000). ATTORNEY and COUNTY shall revise the budget as necessary to reflect additional fees and expenses required for services, and this Agreement shall be amended accordingly to provide for such budget increases. Proposed budget increases must be approved by COUNTY before increased charges or expenditures are accrued. ATTORNEY shall notify the County Counsel in writing when fifty percent (50%) and seventy-five percent (75%) of the Budget has been spent. If COUNTY does not approve additional fees and expenses required by the project beyond the initial and revised budget, COUNTY hereby consents to ATTORNEY's withdrawal as co-counsel in any cases.

3.03. Maximum Liability. The maximum amount of COUNTY's liability over the full term of this Agreement (including all items paid under paragraph 3.04) shall include the initial budget amount and any revised budget amount as provided in paragraph 3.02.

3.04. Reimbursement for Expenses.

(a) COUNTY shall reimburse ATTORNEY for all actual and necessary expenses for the following items:

(1) Deposition and transcript fees;
(2) Filing fees;
(3) Postage;
(4) Actual travel expenses, as more fully described in (b) below;
(5) Consultant and expert witness fees;
(6) Photocopying;
(7) Computerized legal research; and
(8) Other expenses when approved in advance.

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(b) COUNTY will not reimburse ATTORNEY for any non-attorney staff time or overtime for secretarial, clerical, or word processing costs connected with preparing required status reports, time spent to provide information for a fee audit, or for work not authorized by COUNTY. Travel authorized by County Counsel will be reimbursed as follows: Transportation at actual fare for economy or coach class, meals and lodging not to exceed COUNTY per diem unless authorized in advance, in accordance with the County Travel Policy, a copy of which is attached hereto as Exhibit C. COUNTY will not pay ATTORNEY for the travel time, provided, nothing herein shall restrict ATTORNEY from performing work when in transit as a passenger.

(c) ATTORNEY shall not seek any additional compensation from COUNTY as a result of ATTORNEY's representation of COUNTY under this Agreement.

3.05. Monthly Claims by Attorney. Not later than ten days after the last day of each month, or at such later time as accepted by COUNTY, ATTORNEY shall submit to COUNTY a claim, on a form or in a format approved by COUNTY, setting forth in detail the time and expense items incurred by ATTORNEY during the previous month, for which payment is sought, and setting forth such other information pertinent to the claim as COUNTY may require, while protecting the attorney-client privilege between ATTORNEY and COUNTY. The fees charges shall be calculated correctly, contain no charges previously billed, and be consistent with the approved hourly fee schedule and budget maximum set forth in Exhibit B. The following information shall be set forth accurately in or attached to the billing invoice:

(a) Staffing level, hourly rate, and redacted detailed time and activity descriptions for each attorney, paralegal, and/or planner, including but not limited to time spent with respect to conferences, correspondence, telephone calls, hearings, meetings, research, project review, depositions, document filing, and trials; and

(b) Invoices supporting all outside costs.

3.06. Payment of Monthly Claims by COUNTY. COUNTY, through the Office of the County Counsel, shall certify ATTORNEY's claim, either in the requested amount or in such other amount as County Counsel approves in conformity with this Agreement. County Counsel shall promptly submit such certified claim to the Auditor, Risk Manager or third-party claims administrator for COUNTY. The Auditor, Risk Manager or third-party claims administrator shall thereafter pay the balance of the certified claim not later than 45 days after receipt of the certified claim.

3.07. Disputed Payment Amount. If for any claim, COUNTY certifies a lesser amount than the amount requested, and if ATTORNEY desires to dispute the amount so certified, ATTORNEY must submit a written notice of protest to COUNTY within 20 days after ATTORNEY's receipt of the certification. The parties shall then 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.

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3.08. Conflicting Payment Provisions. The provisions regarding payment set forth in this portion of the Agreement prevail over any conflicting provisions that may be found in any of the exhibits to this Agreement.

4. INDEMNIFICATION AND INSURANCE

4.01. Indemnification. ATTORNEY shall indemnify, defend, and hold harmless the COUNTY, its officers, agents, and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, ATTORNEY'S and/or its agents', employees' or subcontractors' negligent acts or omissions in the performance of this Agreement, excepting only loss, injury or damage caused by the gross negligence or willful misconduct of COUNTY, its officers or employees. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the COUNTY. The ATTORNEY shall reimburse the COUNTY for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the ATTORNEY is obligated to indemnify, defend and hold harmless the COUNTY under this Agreement. Notwithstanding the foregoing indemnification obligations, ATTORNEY's indemnity obligation arising from any unauthorized use or disclosure of protected health information, including any breaches of protected health information, will be limited to $5,000,000.

4.02. Evidence of Coverage. Prior to commencement of this Agreement, ATTORNEY 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, ATTORNEY 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. This approval of insurance shall neither relieve nor decrease the liability of ATTORNEY.

4.03. Qualifying Insurers. All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by COUNTY's Purchasing Manager.

4.04. Insurance Coverage Requirements. Without limiting ATTORNEY's duty to indemnify, ATTORNEY shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

(a) 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.

☐ Exemption/Modification (Justification attached; subject to approval).

(b) Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this

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Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
☐ Exemption/Modification (Justification attached; subject to approval).

(c) Workers' Compensation Insurance, if ATTORNEY 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.
☐ Exemption/Modification (Justification attached; subject to approval).

(d) 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 ATTORNEY shall, upon the expiration or earlier termination of the 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.
☐ Exemption/Modification (Justification attached; subject to approval).

(e) Cyber liability Insurance. ATTORNEY agrees to obtain and maintain, at its sole expense, liability insurance on a claims-made basis, covering any and all claims, liabilities, demands, damages, losses, costs expenses, fines, and compliance costs arising from a breach of the obligations as a Business Associate, as that term is defined in the Business Associate Agreement ("BAA") attached as Exhibit "D" to this Agreement, its officers, employees, agents and its subcontractors under this Agreement. Without limiting the foregoing, at a minimum, ATTORNEY'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 patients served under this agreement:

Unique Patients	Coverage
Less than 12,001	$2,000,000
12,001 – 30,000	$3,000,000
30,001 – 60,000	$5,000,000
More than 60,000	$10,000,000

If ATTORNEY 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 ATTORNEY. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Covered Entity as that term is defined in the BAA (Exhibit "D"). Such insurance coverage will be maintained for the term of this Agreement, and a copy of such policy or a certificate evidencing the policy shall be provided to Covered Entity at Covered Entity's request.

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(f) Other Insurance Requirements. All insurance required by this Agreement shall be with a company acceptable to COUNTY and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date ATTORNEY completes its performance of services under this Agreement.

Each liability policy shall provide that COUNTY shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for ATTORNEY and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the ATTORNEY'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 ATTORNEY's insurance. The required endorsement form for Commercial General Liability Additional Insured is ***ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000)****. The required endorsement form for Automobile Additional Insured endorsement is* ***ISO Form CA 20 48 02 99****.*

Prior to the execution of this Agreement by COUNTY, ATTORNEY shall file certificates of insurance with the COUNTY's contract administrator and COUNTY's Contracts/Purchasing Division, showing that the ATTORNEY has in effect the insurance required by this Agreement. The ATTORNEY 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.

ATTORNEY shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by COUNTY, annual certificates to COUNTY's Contract Administrator and COUNTY's Contracts/Purchasing Division. If the certificate is not received by the expiration date, COUNTY shall notify ATTORNEY and ATTORNEY shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by ATTORNEY to maintain such insurance is a default of this Agreement which entitles County, at its sole discretion, to terminate this Agreement immediately.

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5. TERMINATION

5.01. Termination by COUNTY. COUNTY may terminate this Agreement at any time for its convenience and without cause. Upon such termination, ATTORNEY shall promptly comply with the provisions of paragraph 2.05. COUNTY shall pay to ATTORNEY all sums then due and owing for services performed through the effective date of the termination, subject to all other provisions of this Agreement.

5.02. Termination by ATTORNEY. ATTORNEY may terminate this agreement at any time upon giving thirty (30) days written notice to COUNTY. Upon such termination, and unless COUNTY notifies ATTORNEY in writing that it will not need a substitute co-counsel, ATTORNEY shall continue to provide such services as COUNTY may require until such time as COUNTY is able to identify a substitute co-counsel to render necessary services. COUNTY shall not unreasonably delay in identifying such substitute co-counsel or in providing written notice that it will not require a substitute co-counsel. ATTORNEY shall also immediately comply with the provisions of paragraph 2.05. COUNTY shall pay to ATTORNEY all sums due and owing for services performed through the effective date of the termination, subject to all other provisions of this Agreement.

6. GENERAL PROVISIONS

6.01. Non-assignment. ATTORNEY shall not assign or transfer this Agreement, or any part thereof, without the written consent of COUNTY, nor shall ATTORNEY assign any monies due or to become due to ATTORNEY hereunder without the previous written consent of COUNTY.

6.02. Independent Contractor. Nothing in this Agreement shall be construed or interpreted to make ATTORNEY anything but an independent contractor and in all ATTORNEY's activities and operations pursuant to this Agreement, ATTORNEY shall for no purposes be considered an employee or agent of COUNTY.

6.03. No Authority to Bind COUNTY. It is understood that ATTORNEY, in the performance of any and all duties under this Agreement, has no authority to bind COUNTY to any agreements or undertakings with respect to any and all persons or entities with whom ATTORNEY deals in the course of business.

6.04. Nondisclosure of Information. ATTORNEY shall not disclose, without express written consent of COUNTY, any information relating to COUNTY which has been submitted by COUNTY to ATTORNEY pursuant to the services to be rendered pursuant to this Agreement. ATTORNEY shall not disclose, without express written consent of COUNTY, any information relating to COUNTY business which has been submitted by COUNTY to ATTORNEY pursuant to the services to be rendered pursuant to this Agreement. In the event that this Agreement is terminated, ATTORNEY shall immediately return to COUNTY all papers, documents and the like belonging to COUNTY and follow the procedures set for in Paragraph 2.05 concerning the Sealed Closing Report.

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6.05. Notices.

(a) Notices permitted or required to be given to the respective parties under this Agreement shall be deemed given (1) when personally delivered to the COUNTY or to ATTORNEY's principal partner contact; (2) when personally delivered to the party's principal place of business during normal business hours (i.e., to the office of the Monterey County Counsel in Salinas, California, or to ATTORNEY's office), by leaving the notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by fax machine to the other party, to the fax number indicated below; or (4) 3 days after the notice is deposited in the U.S. mail (by first class, certified, registered, or express mail), with postage fully prepaid, addressed to the party as indicated below.

(b) Notices mailed to the parties shall be addressed as follows:

To COUNTY:

Stacy L. Saetta, Chief Deputy County Counsel
Susan K. Blitch. County Counsel
Office of the County Counsel
County of Monterey
168 West Alisal Street, Third Floor
Salinas, California 93901
Phone Number: (831) 755-5045
Fax Number: (831) 755-5283

To ATTORNEY:

Alicia W. Macklin, Esq.
HOOPER, LUNDY, & BOOKMAN, P.C.
1875 Century Pk East
1600
Los Angeles, CA 90067
Phone Number: (310) 551-8161
Fax Number: (310) 551-0304

(c) The mailing addresses and fax numbers specified in paragraph (b) may be changed by either party, by giving notice to the other in the manner provided herein.

6.06. Subcontracting. ATTORNEY shall not subcontract or otherwise assign any portion of the work to be performed under this Agreement without prior written approval of COUNTY. Any and all subcontracts shall be subject to the provisions contained in this Agreement.

6.07. Modifications. This Agreement may be modified or amended only by written agreement of the parties. No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the parties hereto.

6.08. Nonwaiver. No covenant or condition of this Agreement can be waived except by the written consent of COUNTY. Forbearance or indulgence by COUNTY in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by ATTORNEY. COUNTY shall be entitled to invoke any remedy available to COUNTY under this Agreement or by law or in equity despite said forbearance or indulgence.

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6.09. Sole Agreement. This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this Agreement shall be of no force or effect excepting a subsequent modification in writing, signed by the parties hereto.

6.10. Venue. If any party herein initiates an action to enforce the terms hereof or declare rights hereunder, the parties agree that venue thereof shall be the County of Monterey, State of California.

6.11. Construed Pursuant to California Law. The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California

6.12. Exhibits. The following exhibits are attached hereto:

Exhibit A – Scope of Services
Exhibit B – Fees and Expenses
Exhibit C – County Travel Policy
Exhibit D – Business Associate Agreement

[signatures on next page]

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IN WITNESS WHEREOF, COUNTY and ATTORNEY have caused this Agreement to be executed:

COUNTY OF MONTEREY

DATED: _____

By _____
Susan K. Blitch
County Counsel
County of Monterey

HOOPER, LUNDY, & BOOKMAN, P.C.

DATED: 1/2/2026 | 1:26 PM PST

By Signed by: Alicia W. Macklin
Alicia W. Macklin, Esq.
Partner

APPROVED AS TO FORM AND LEGALITY:

SUSAN K. BLITCH, County Counsel

DATED: 1/2/2026 | 1:47 PM PST

By DocuSigned by: Stacy Saetta
Stacy L. Saetta
Chief Deputy County Counsel

APPROVED AS TO FINANCIAL TERMS

DATED: 1/12/2026 | 3:40 PM PST

By DocuSigned by: Patricia Ruiz
Title Auditor Controller Analyst I

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EXHIBIT A

SCOPE OF SERVICES

ATTORNEY shall provide independent legal services and representation of COUNTY consisting of providing advice to the COUNTY regarding healthcare law matters, and, in particular, hospital law; public agency transactions, behavioral health and community-based counseling; health information privacy and security; fraud and abuse, Stark, and Anti-Kickback counseling; and medical staff operations. Any legal advice in connection with a specific litigation shall be the subject of a further agreement or amendment.

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EXHIBIT B

FEES AND EXPENSES

COUNTY shall pay ATTORNEY the fees and necessary expenses for services performed under this Agreement. ATTORNEY's fees are based upon the number of ATTORNEY personnel hours devoted to a client's matters, and the then-existing hourly rates for the personnel involved.

ATTORNEY's personnel hourly rates are the following for 2026, 2027, and 2028, which represent a 15% discount off the firm's preferred rates with a not to exceed 5% annual upward adjustment:

Position	HLB 2026 Hourly Rate	Discounted Rate 2026	Discounted Rate 2027	Discounted Rate 2028
Partner	$995-1,300	$845-1,105	$888-1,160	$930-$1,218
Sr. Counsel	$970-970	$825-825	$865-865	$910-910
Associate	$555-935	$471-795	$495-834	$520-876
Paralegal	$455-525	$386-446	$406-468	$426-490

For example, the attorneys listed in Section C of the Recitals have the following rates for 2026: Alicia W. Macklin's discounted hourly rate is $905. Andrea L. Frey's discounted hourly rate is $865. Emily L. Brinkman's discounted hourly rate is $825. Linda R. Kollar's discounted hourly rate is $975. Jordan Kearney's discounted hourly rate is $905. David Vernon's discounted hourly rate is $905. The rates under this Agreement are significantly discounted from the firm's typical rates and comparable to the billing rates customarily extended to other public entities. As noted above, ATTORNEY's hourly rates will be increased in 2027 and 2028 by5% annually. Variations in ATTORNEY's current hourly rates may be made in some cases, either upward or downward, via a written amendment signed by the parties, to account for complexity of issues, uniqueness of services, expertise of the involved attorney, etc.

In addition to fees, ATTORNEY also charges for expenses incurred by ATTORNEY on COUNTY's behalf. These expenses shall be paid in accordance with Section 3.04 of this Agreement.

ATTORNEY will bill all such overhead expenses as costs advanced. ATTORNEY shall submit an invoice to the COUNTY no later than the 10th of the month following the month of service for work performed and costs advanced. Invoices shall be submitted to:

Stacy L. Saetta
saettasl@countyofmonterey.gov
Chief Deputy County Counsel
Office of the County Counsel
168 West Alisal Street, 3rd Floor
Salinas, CA 93901

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EXHIBIT C

COUNTY'S TRAVEL AND BUSINESS EXPENSE REIMBURSEMENT POLICY

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TRAVEL AND BUSINESS EXPENSE REIMBURSEMENT POLICY

Revised December 11, 2012

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I. PURPOSE

The purpose of this policy is to establish uniform travel and business expense reimbursement policies, rules and claim procedures for persons authorized to conduct County business.

II. SCOPE

The County travel and business expense reimbursement policy applies to all County employees, members of legislative bodies established by the Board (salaried or not), non-County employees (such as contractors who receive travel and/or business expense reimbursements) and volunteers traveling on County business.

III. DEFINITIONS

Unless the context otherwise requires, the definitions contained in this part govern the construction of this policy. They do not necessarily apply in other County contexts.

A. Accountable Expense Reimbursement Plan

Reimbursements of travel and other business expenses to a County employee, contractor or volunteer will be considered to be made under an "Accountable Expense Reimbursement Plan" if the following three requirements are met:

- The person substantiates his or her expenses by submitting an expense report with
  1) the amount of the expenditure,
  2) the time and place of the travel or business entertainment,
  3) the business purpose of the expenditure, and
  4) the names and business relationship of any persons entertained.
- The person documents the expenses with supporting receipts, paid bills, etc. within 60 days after the expense is paid or incurred, and
- Excess advances, if any, are repaid to the County within 120 days after the expense is paid or incurred.

"County" means the County of Monterey.

B. County Business

"County business" means the activity directly related to the ordinary, necessary and/or required business functions of the County of Monterey ("County"). It does not include travel or expenses related to an employee's participation in the County's Educational Assistance Program or commuting expenses (a non-reimbursable expense).

C. County Employee

"County employee" means any County officer or employee, whether elected or appointed, filling a budgeted position approved by the Board of Supervisors.

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Independent contractors and their employees are not County employees.

D. County Traveler

"County traveler" means any County employee, authorized non-County employee (such as a contractor) or volunteer traveling on County business. Agency temporary employees are not covered by this policy and are not reimbursable for travel.

E. County Volunteer

"County volunteer" means a person, other than a County employee, who performs volunteer work authorized by a department or the Board of Supervisors for the County, such as a department volunteer, a commissioner or a member of an interview panel. It does not include agency temps, inmates, wards or probationers working for the County.

F. Home

"Home" means the actual dwelling place of the County traveler without regard to any other legal or mailing address.

G. Main or Regular Place of Work

"Main or regular place of work" means the principal place of business for the County employee or the principal location to which the County volunteer/contractor is assigned to work for the County. This may be the place at which s/he spends the largest portion of his/her regular County workday or working time or, in the case of field workers, the assigned location/headquarters to which s/he returns upon completion of regular or special assignments.

H. Meals

Meals that are 1) directly related or associated with bona fide County business matters and 2) approved for reimbursement by a member of the Board of Supervisors or a department head (or his or her designee) will be considered a reimbursable County business expense, if incurred in connection with out-of-County business travel or while conducting in-County business. Also, reimbursement for the provision of in-kind meals to employees on the business premises of the County will only be allowed if there is a substantial non-compensatory business reason for providing such meals to employees.

I. Temporary Work Location

"Temporary work location" means the place where the County employee, volunteer or contractor is assigned on an irregular or short-term basis. If an employee is assigned to a work location for no more than 35 work days during a calendar year, then the location is considered temporary. Attending conferences, meeting or training sessions away from the main or regular place of work by County employees or volunteers, or field

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workers conducting fieldwork at off-site locations, does not normally constitute assignment to another site. If the employee is assigned for more than 35 work days during the calendar year, the new location has become the main or regular place of work.

J. Vehicle

"Vehicle" means a motor vehicle, which can be legally operated on public highways.

IV. AUTHORIZATION TO TRAVEL

A. General Conditions

1. Travel will be authorized only when the travel is necessary and in the best interest of the County.

2. Advance authorization is required for all County travel, as specified in B & C.

3. Advance written authorization from the County Administrative Officer is required for all County travel by County volunteers, except as follows:

   a) Travel by appointed members of County boards, commissions, or advisory committees to and from the official meetings of their respective boards.

   b) Travel to and from the County for members of personnel interview panels, subject to authorization by the Human Resources Department.

   c) Travel to and from meetings, conferences and training covered by the County MHSA plan, subject to authorization by the Behavioral Health Program Manager or designee.

B. In-County Travel

County employees are authorized to travel within the County when said travel is required by the department and is considered a part of the routine, day-to-day official duties of the employee as defined and authorized by the department head or his/her designee. All other in-County travel requires advance authorization by the department head or his/her designee.

C. Out-of-County Travel

1. All travel outside of the County, but within the State of California, requires advance authorization by the department head, or his/her designee. Travel by immediate staff of a member of the Board of Supervisors requires the advance authorization of the respective Board member.

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2. All travel outside of the State of California requires advance written authorization by the department head, or his/her designee. Travel by immediate staff of a member of the Board of Supervisors requires the advance authorization of the respective Board member.

3. Authorization for out-of-state travel by current members of the Board of Supervisors is subject to the guidelines established by the Board.

D. Travel Requests

Travel requests that require department head authorization shall be submitted to the department head pursuant to department policy. If the traveler is requesting a travel advance, an approved "County of Monterey Travel Request" form (usually in the form of a "white claim" or "GAX"), accompanied by all documentation relative to the request, shall be forwarded to the Auditor-Controller.

V. TRAVEL EXPENSES

A. General Conditions

1. County travelers are entitled to submit a claim for actual and necessary expenses for transportation, meals, lodging, and incidentals for authorized travel, subject to the conditions set forth in this Travel and Business Expense Reimbursement Policy ("Policy"), whenever the expenses are incurred as part of his/her official duties and authorized because the County traveler is required to work, attend a school, training, meeting or convention overnight at a location sufficiently distant from main or regular place of work to qualify under this policy for meal per diem and overnight lodging.

2. Notwithstanding Section 1 above, claims shall be paid subject to the rules set forth in this Policy and statutory law. Eligibility to submit a claim does not automatically entitle the claimant to reimbursement for any and all expenses.

3. County travelers receiving reimbursement from an outside source for travel on County time shall forward said reimbursement to the County Auditor-Controller for handling and deposit if the traveler intends to submit an expense claim to the County or use County resources to travel. Said travelers shall then be entitled to submit a claim for actual and necessary expenses for transportation, meals, lodging, and incidentals, subject to the conditions set forth in this travel policy.

4. Arrangements for transportation, lodging or registration fees that have cancellation or change penalties shall be carefully monitored by the department. If cancellation/change occurs due to direction by the County traveler's department head, or his/her designee, or the County Administrative Officer, the County department will cover the penalty cost. If the cancellation/change occurs due to a traveler's personal request or obligations, the traveler will be required to pay the

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penalty. Exceptions shall be made when a traveler is unable to travel because of hospitalization, serious sickness or death of self or an immediate family member or when the department head certifies that the reason for the employee's absence was legitimate and authorized.

B. Transportation Expenses

1. General Conditions

   a) Transportation expenses are the direct costs related to movement of the County traveler from authorized point of departure to destination of travel and back to the authorized point of return.

   b) All transportation expenses incurred shall be based upon the most efficient, direct, and economical mode of transportation required by the occasion.

   c) Whenever a time frame is established as criteria for eligibility for claiming, such as the requirements set forth for meals in Section V, subsection C. 1. d., estimated travel time shall be based upon legal vehicle speed limits, volume of traffic, and weather conditions in effect at the time of travel.

2. Vehicle Transportation

   Vehicle use (both County-owned and private) by authorized County travelers during the conduct of official County business is subject to the County Vehicle Use Policy.

   a) Private Vehicle

      (1) Travel by private vehicle will be reimbursed at the IRS rate for business use of a personal vehicle in effect in the County at the time of travel.

      (2) Authorized County travelers who travel in a vehicle other than their own may not claim mileage for business use of a private vehicle but may claim reimbursement of actual fuel expenses necessary for the trip and expended by the traveler. Receipts are required and should be claimed by the employee actually paying the expense.

      (3) Authorized County travelers may not claim mileage for business use of a private vehicle in the following instances:

         (a) when the County traveler is riding with someone who will be claiming reimbursement for the vehicle's use from the County or another source;

         (b) when the County traveler is traveling in a County or other government

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agency vehicle;

(c) when the County traveler is traveling in a rented vehicle (paid by County);

(d) when the County traveler has been assigned a County Vehicle for home retention, is receiving an allowance or lump sum for mileage, unless specifically provided for in the terms of their agreement or contract with the County or by Board resolution.

(4) County employee mileage to the regular or main place of work from home, and back, is considered commuting and may not be claimed.

(5) County employee mileage to the temporary work location from home, and back, is considered commuting and may not be claimed except in the following cases:

(a) if the County employee is required to report to the regular or main place of work before reporting to the temporary work location, s/he is eligible for mileage from the regular or main place of work to the temporary work location;

(b) if the County employee is required to report to the regular or main place of work after working at the temporary work location and before going home, s/he is eligible for mileage from the temporary work location to the regular or main place of work.

(6) Mileage in conjunction with authorized County travel to and from a school, training, convention or meeting shall be based on the distance to the destination from the traveler's home or the regular or main place of work, whichever is less, except in the following cases:

(a) if the traveler is required to report to his/her work location before leaving, s/he is eligible for mileage to the school, training, convention/meeting from the work location.

(b) if the traveler is required to report to his/her work location before returning home, s/he is eligible for mileage based on the distance from the school, training, convention/meeting to the work location.

(7) Appointed volunteer members of County boards, commissions, or advisory committees may claim mileage to the official meetings of their respective boards from home, and back.

(8) Members of personnel interview panels may claim mileage to the panel location from their regular or main place of work, and back.

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(9) When two or more County travelers from the same department are traveling to the same site by vehicle, they should use only as many vehicles as are required to accommodate the number of travelers and business needs of the County. If a County traveler chooses to use a separate private vehicle because of personal preferences or obligations, h/she shall not be eligible for mileage or fuel reimbursement for the travel unless the department head determines that reimbursement is appropriate and justified.

(10) If a County traveler chooses to use a private vehicle instead of an alternative mode of transportation chosen by the department head because of personal preferences or obligations, his/her mileage reimbursement shall not exceed the cost of using the alternative mode of transportation unless the department head determines that the additional reimbursement is appropriate and justified.

b) County Vehicle Transportation

(1) County travelers using a County vehicle for traveling shall not be eligible for reimbursement for mileage.

(2) County travelers required to fuel a County vehicle at their own expense should claim the actual fuel costs expended by them. Receipts must accompany the claim. Vehicle license number and the odometer reading should be written on the receipts.

(3) If the County vehicle experiences mechanical failure, the County traveler shall follow the rules set forth in the "Mechanical Failure" section of the "Vehicle Operator's Handbook" located in the glove compartment of each County vehicle.

c) Rental Vehicle Transportation

(1) Vehicles may be rented for transportation at the destination point when the County traveler travels to the destination via commercial common carrier and the cost of the rental will be less than the charge for shuttle or taxi service to and from the carrier termination point to the function or hotel accommodations.

(2) Vehicles may be rented for transportation to the destination point when the cost of the rental will be less than other reasonable and available modes of transportation.

(3) If more than one County traveler from the same department is traveling to the same function, only one rental vehicle may be claimed and then only if

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it is available for use by all of the County travelers.

(4) The County traveler shall choose the least expensive size and mileage limits appropriate to the use required. Rental expenses for luxury cars, motorcycles and recreational vehicles may not be claimed.

(5) Rental cars shall be refueled prior to return to the rental agency to reduce cost to the County. Rental cars should be returned to the renting location and on time to avoid additional charges.

(6) When traveling domestically the County traveler shall waive additional vehicle insurance (except for additional driver and coverage for drivers under 25 years of age), provided that the employee has his/her own vehicle insurance coverage. When traveling internationally additional insurance should be accepted if the traveler lacks other similar coverage.

(7) An original car rental receipt showing the number of days and type of vehicle rented is required for vehicle rental claims. A copy of the receipt or a credit card receipt alone is insufficient.

d) Commercial Carrier Transportation

(1) County travelers shall seek and attempt to use the lowest rates available for the type of commercial carrier service being utilized. Whenever possible, travelers should take advantage of flight arrangements that minimize County cost (for example, purchasing a round trip ticket may be less expensive than two one-way tickets). Reservations should be made as far in advance as possible to take advantage of available discounts and special offers. Travel agents that have added ticket handling charges should be avoided.

(2) Claims for travel via commercial carrier shall be limited to the cost of travel at economy rates for the same day and time of travel or actual cost, whichever is less. County travelers may upgrade tickets, provided that the traveler and not the County pay for the difference in cost for such upgrade. The County will not reimburse any type of travel insurance unless the Department Head requests the traveler to purchase cancellation coverage. Reasonable baggage charges, if imposed by the airline, on the first checked bag are reimbursable.

(3) Claims for commercial carrier tickets shall be substantiated by an original ticket document (such as an e-ticket or passenger receipt ticket copy) showing the price, date, date/time of travel and class of travel. A copy of the credit card receipt or statement from a travel agency alone is insufficient.

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(4) County business traveler may retain frequent flyer/hotel rewards and similar program benefits. However, participation in these programs must not influence flight/hotel/etc. selection, which would result in incremental cost to the County beyond the lowest available airfare/hotel cost unless the difference is paid by the traveler. Free tickets or cash allowances for volunteering to be denied timely boarding may be retained by the traveler but no additional cost to the County or interruption of County work is allowed and any additional time required to complete the trip is to be personal time.

(5) Should a Saturday night stay reduce the cost to the County of a ticket more than the total of any additional hotel/meal/parking cost, the costs to do so are reimbursable to the traveler but should be well-documented with a clear savings to the County.

e) Private Aircraft Transportation

(1) Traveling by private aircraft which is flown by a County employee may be authorized if it will be the most efficient means of travel and the flight is incidental to the purpose of the County travel. Said use shall require the advance written approval of the County Administrative Officer. If approved, the following must be provided to the Auditor-Controller's Office in advance of the travel:

(a) a copy of the pilot's Federal Aviation Administration (FAA) pilot's certificate and instrument rating for the category and class of aircraft to be flown and the type of flying to be performed;

(b) a copy of the pilot's current medical certificate;

(c) a copy of the FAA Pilot Proficiency Award Program certificate issued to the pilot within the twelve months prior to the flight;

(d) a copy of the pilot's flight log showing a minimum of 250 hours of flight time within the twelve months prior to the flight;

(e) a certificate of public liability and property damage insurance of not less than $1,000,000 naming the County as an additional insured.

(2) Traveling by private aircraft, which is flown by a non-County employee, except for flights conducted by members of the Sheriff's Air Squadron in the performance of their official duties, is normally prohibited.

(3) County travelers who operate a private aircraft in connection with approved County travel may be reimbursed the actual cost paid by the

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traveler for fuel used by the aircraft on the trip or the County's mileage rate for each air mile at the travelers option.

f) Other Transportation Expenses

(1) The following necessary transportation expenses may be claimed at actual cost (receipt required) when directly related to transporting the County traveler to and from the business destination point:

(a) taxi, shuttle, or public transit fares;

(b) parking fees (airport long-term parking is required for travel exceeding 24 hours);

(c) bridge, road or ferry tolls;

(d) other actual transportation expenses determined to be reasonable and necessary by the department head and the Auditor-Controller.

(2) The following transportation expenses may not be claimed:

(a) traffic and parking violations;

(b) emergency repairs or non-emergency repairs on non-County vehicles;

(c) personal travel while at an out-of-County location;

(d) other actual transportation expenses determined to be unreasonable or unnecessary by the department head or the Auditor-Controller.

C. Meal Expenses

1. Eligibility for Meals

a) County employees, contractors and volunteers may be reimbursed for in-County meal costs that are 1) ordinary (not extravagant) and necessary, 2) directly related or associated with bona fide County business matters and 3) approved by a member of the Board of Supervisors or a department head (or his or her designee). County business discussions associated with a meal must be conducted in a "clear business setting".

b) County travelers involved with in-County travel that does not require an overnight stay away from their home are not eligible to claim for meals taken outside the County, unless the requirements of paragraph a) above are met, or unless provided for in a Board of Supervisor-approved written County policy.

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c) County travelers on out-of-County business travel that requires an overnight stay away from their home are eligible to claim for meals taken out-of-County.

d) County travelers are eligible to claim the meal reimbursements noted below for travel requiring overnight lodging if the total travel time (work time, plus the lunch period plus round-trip travel time) is estimated to equal or exceed 12 hours.

(1) Breakfast may be claimed if the County traveler must reasonably be away from home because of County business travel at or before 7:00 a.m.

(2) Lunch may be claimed if the County traveler must reasonably be away from home because of County business travel at or before Noon.

(3) Dinner may be claimed if the County traveler must reasonably be away from home because of County business travel at 7:00 p.m. or after.

e) Snacks are a personal expense, not reimbursable.

f) Claims for meals purchased by a County employee or volunteer on behalf of federal, state or local public officials or employees is prohibited, including any other Monterey County employees, unless provided for under other Board of Supervisor approved written County policies.

g) County travelers are not eligible to claim meals or other expenses for those persons who are not otherwise eligible to file a claim themselves for County reimbursement.

h) County travelers are not eligible to keep or claim per diem allowances for anyone other than themselves.

2. Meal Claims

a) The County maximum full day meal and incidental expenses rate shall be equal to the maximum federal per diem meal and incidental expenses (M&IE) rate established by the GSA. Said maximums include taxes and gratuities.

b) Meal expense amounts shall be calculated by the Auditor-Controller for first and last partial days of travel based on the maximum federal per diem meal rate for the appropriate meal(s).

c) Claims for out-of-County meals taken in conjunction with travel that includes an overnight stay away from the traveler's home shall be reimbursed in the form of a "per diem allowance", which means the traveler is eligible to be reimbursed at the maximum rate allowed and receipts are not required (except for Board of

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Supervisor Members). Partial days shall be reimbursed at the appropriate meal rate.

d) Allowable meal costs may only exceed the prescribed per diem rates if the meal is being served at a conference or workshop and the costs of the speaker, conference, and/or registration are included in the price. The agenda/brochure or other documentation describing the event and the price must accompany the claim to the Auditor-Controller's Office.

e) A County traveler may not claim a per diem allowance or reimbursement for any meal which is provided, or otherwise available, to the County traveler with the lodging or function, whether or not there is an actual charge for the meal. For example, if lunch is provided at the function or breakfast is included in the cost of lodging, the traveler may not claim a per diem allowance or request reimbursement for eating elsewhere. For purposes of this section, continental breakfast and meals provided during airline or other commercial carrier travel do not constitute provided meals and do not need to be deducted from the per diem allowance. A County traveler may not claim a per diem allowance for a meal that was paid for by someone else.

f) If a breakfast is included in the cost of lodging, the traveler may not claim for a breakfast meal; however, s/he may apply the next day's breakfast allowance amount towards the maximum lodging amount. For example, if the maximum lodging amount is $79.00 and the breakfast allowance is $8.00, the employee may claim up to a maximum of $87.00 for lodging which includes a continental breakfast. (For purposes of this section, continental breakfast does not constitute a provided breakfast meal.)

g) Claiming for alcoholic beverage expenses are prohibited in all cases.

h) As required by California Government Code 53232.2 Board of Supervisors members must provide receipts for all meals and will be reimbursed at the lower of the appropriate per diem amount or the actual expense.

D. Lodging Expenses

1. Eligibility for Lodging

a) County travelers are not eligible to claim for lodging for in-County functions.

b) For out-of-County business that is conducted on one business day, if the County traveler's actual time for the day is estimated to equal or exceed 12 hours (including work time, the lunch period and round-trip travel time), then the County traveler will have the option of securing one night's lodging at either the

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front-end or back-end of the trip. Illustration: A member of the County Board of Supervisors who resides in Monterey County is required to attend a one-day business meeting in Sacramento. The Board member estimates that his total time for the day without obtaining lodging would be 14 hours (8 hours of meetings, 1 hour for lunch and 5 hours for round-trip travel). The Board member will have the option of securing one night's lodging in Sacramento, either the night before the meeting, or after conclusion of the meeting.

c) For out-of-County business that requires multiple business days, if County travelers are eligible to claim lodging for the first and last evenings of an out-of-County trip, they are also eligible to claim lodging for any evenings that fall in between the first and last evenings of the trip.

d) County travelers are not eligible to claim reimbursement of lodging costs when staying overnight as a guest of friends or relatives.

2. Lodging Claims

a) Lodging expenses shall be claimed at either the actual cost of the lodging (limited to the single occupancy rate for a single room) or the County's maximum lodging rate (Federal Per Diem Rate), whichever is less. Receipts are required. Taxes are in addition to the Federal Per Diem Rate.

b) Lodging costs may exceed the County's maximum lodging rate only when a conference, meeting or convention is being sponsored by an organization of which the County, the department or employee is a member, the lodging may be claimed at the actual cost if seminars or meetings are to be held at the particular hotel and/or events are scheduled for evening hours, and the department head has given advance written authorization.

c) An original room folio receipt, showing the number of days and the number of occupants, is required for lodging claims. A copy of the receipt, travel agency statement or a credit card receipt alone is insufficient.

d) When a room is shared with a fellow County traveler, the expense may either be prorated, and the prorated amount claimed by each County traveler, or one County traveler may claim the total expense at the multiple occupancy rate.

e) When a room is shared with a person other than a County traveler and said person will also be claiming reimbursement from the County or another source, the amount shall be prorated between the two travelers.

f) Lodging expense may not be claimed for guests of the County traveler. Where expense for a family member or friend is included in the receipt, the claim must not exceed the single occupancy rate.

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g) Special lodging, such as accommodations in apartments, RV parks, campgrounds or other semi-permanent lodgings, shall require advance written authorization of the County Administrative Officer and the Auditor-Controller.

h) County travelers should inquire when making lodging arrangements whether the County is exempt from Transient Occupancy Taxes (TOT) in the locale where they are staying and should provide the necessary form to the lodging facility, if required to do so to obtain the waiver.

h) Except when registering for lodging at a pre-arranged group rate in conjunction with a conference or meeting, County travelers shall request the government rate or lowest available eligible rate when making lodging arrangements.

i) Travelers are responsible for canceling hotel rooms before the cancellation period ends and should record the cancellation number in case of disputes. Travelers will not be reimbursed for "no-show" hotel charges unless there are unavoidable reasons for not canceling the room.

j) When multiple country travelers are traveling together and the rooms are put on one invoice, one traveler may take care of the invoice but should provide the details on who stayed in each room on the invoice.

E. Registration Fees

Conference, convention and seminar registration and tuition fees may be claimed at the actual cost, provided that the agenda/brochure or other documentation describing the event, including the price, accompanies the approved claim to the Auditor-Controller's.

F. Other Travel Expenses

1. County travelers are eligible to claim a per diem incidental allowance, limited to the maximum federal per diem incidental rate established by the IRS, for each day of travel requiring an overnight stay away from the traveler's home. Said allowance covers fees and gratuities for persons who provide services, such as food servers and luggage handlers, and does not require receipts (Except for Board of Supervisors Meals). If applicable (such as a Board of Supervisor meal), gratuities are limited to not exceed 15% of the service costs unless billed by a provider's standard policy at a higher rate.

2. County travelers are eligible to claim the following expenses at actual cost, even if they also qualify for a per diem incidental allowance. Receipts are required.

   a) County business calls (traveler must annotate purpose of call on the bill)

   b) fax machine charges incurred to send or receive documents for County use.

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c) copy machine charges incurred to copy documents for County use.

d) Internet access connection and/or usage fees away from home not to exceed $15.00 per day, if Internet access is necessary for county related business.

e) other business related expenses determined to be reasonable and necessary by the department head and the Auditor-Controller.

VI. OTHER COUNTY BUSINESS EXPENSES

A. General Guidelines

In the course of conducting County business, employees, contractors or volunteers may incur business expenses (including meal expenses pursuant to Section V.C) on behalf of the County. Such expenses will be approved for reimbursement if the disbursement meets the following requirements:

- The disbursement is for an ordinary (not extravagant) and necessary expense of conducting County business, or is an expense that is required by the County,
- The expense is approved by a member of the County Board of Supervisors, or a County department head (or his or her designee), and
- The payee accounts for the expense in accordance with the rules for a "Accountable Expense Reimbursement Plan", as set forth in the Internal Revenue Code and related regulations.

B. Taxation of Business Expense Reimbursements

If a reimbursement to an employee, contractor or volunteer meets the requirements of an "Accountable Expense Reimbursement Plan", then such reimbursement will not be reportable for federal or California income tax purposes.

VII. CLAIMING PROCEDURES FOR OUT-OF-COUNTY TRAVEL

A. Travel Advance Claims

1. Authorizations and Eligibility

a) Travel advances are strongly discouraged and are only available to County employees. The issuance of travel advances creates double work for departmental and auditor-controller staff and should only be used if a County travel card cannot be used or the employee does not have a personal credit card. Board of Supervisors Members are not eligible for travel advances.

The first choice is for travelers to use their personal credit cards to pay for their

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travel expenses and be reimbursed before their monthly statement arrives. Secondly, the County has arranged for the use of the Travel Card to pay many travel related expenses. Departments may use their Travel Cards to pay for airline tickets and conference registration expenses for all of their employees, not just the cardholder. Commercial carrier and conference registration expenses should not be considered in the advance calculation. The third choice would be a cash advance, if necessary.

b) Travel advances require the authorization of the department head or his/her designee, and the Auditor-Controller or his/her designee.

c) The net amount of the travel advance shall not exceed the following:

(1) 75% of the total estimate for the following travel expenses, exclusive of payments made payable directly to the vendor:

(a) lodging (documentation, including at least the confirmation number and hotel name should be provided), including hotel parking

(b) rental vehicle transportation;

(c) per diem meal allowances;

(d) long-term airport parking;

(e) other out-of-pocket expenses deemed necessary and reasonable by the Auditor-Controller.

(2) 50% of the total estimate of reimbursement for mileage for business use of a private vehicle.

d) A travel advance shall not be issued for a net amount less than $100.00 nor more than $2,000.00.

e) A travel advance shall not be issued more than thirty (30) calendar days in advance of the commencement of travel.

f) Travelers are not eligible for an additional travel advance if they have an unsettled advance, unless the advances are for travel taken consecutively. In such case, the sum total of the travel advances shall not exceed $2,000.00.

2. Travel Advance Requests

a) Requests for travel advances involving travel shall be submitted by the department head to the Auditor-Controller's Office on a completed and signed

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"County of Monterey Travel Request" form, accompanied by all documentation relative to the request, at least ten (10) working days in advance of the commencement of travel.

b) After a completed and approved "County of Monterey Travel Request" form is received by the Auditor-Controller's Office, a warrant payable to the County traveler for the amount requested shall be issued, up to the 100% maximum amount allowed pursuant to this County travel policy.

3. Travel Advance Settlements

a) Within five (5) working days of completion of travel, the County traveler shall submit all receipts for allowable travel expenses to the Department and within fifteen (15) working days of completion of travel to the Auditor-Controller's Office on a completed County claim form. Credit for the travel advance shall be subtracted from the amount owed to the County traveler.

b) In the event that allowable expenses are less than the amount of the travel advance, the County traveler shall submit the difference in the form of a check or money order made out to the "County of Monterey" with the claim form.

c) County travelers who cannot provide a required receipt shall reimburse the County for the amount of the money advanced to them for that expense.

d) Travelers who do not submit the required documentation by the time frames set forth above may lose their eligibility for future travel advances.

e) Department heads are responsible for ensuring that their employees settle their travel advance claims within the time frames set forth in subsection a) above. Non-compliance may jeopardize advances for the entire department.

B. Prepaid Vendor Claims

1. Vendor Claim Requests

a) Once travel has been authorized, claims to the vendor may be submitted for lodging and registration fees when there is sufficient time for the check to be processed before the authorized County traveler commences travel.

b) If the travel requires a "County of Monterey Travel Request" form, the approved form shall be submitted with the claim. If the original has been submitted with a previous claim, then that shall be noted on the claim form and a copy of the form attached.

c) Whenever possible, the County shall be named as registrant for events to allow

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transfer of attendance privilege when conflicts prevent the original registrant from attending.

d) The County will mail the warrant directly to the vendor unless the traveler requests that the warrant be returned to them to hand carry to the vendor.

2. Vendor Claim Settlements

a) Each vendor claim must have an original receipt attached in order to settle the claim. The required receipts for vendor claims that have been prepaid shall be forwarded to the Auditor-Controller's Office within thirty (30) calendar days after completion of travel.

b) Claims paid directly to vendors that are not substantiated by receipts within thirty (30) calendar days of the completion of travel shall be considered to be unsettled travel advances to the County traveler.

c) Department heads are responsible for ensuring that their employees return their receipts within the time frames established by this policy. Non-compliance may jeopardize the department's ability to have travel expenses paid in advance.

d) In the event that all or a portion of the prepaid cost to a vendor is reduced after the check has been processed, the County traveler is responsible for ensuring that the entire difference is returned to the County within the time frames established for settling the claim.

C. Travel Reimbursement Claims

1. After completion of travel, the County traveler shall submit a completed County claim form to the department head for authorization. After review and authorization, the department head shall submit the authorized claim, together with any required receipts, to the Auditor-Controller's Office. Said claim shall be received by the Auditor-Controller's Office within thirty (30) calendar days of the completion of travel.

2. The traveler shall not be reimbursed until s/he has signed the certification for the claim that is required by the Auditor-Controller's Office.

3. The Auditor-Controller's Office shall review the claim for compliance with applicable County policies and procedures. If approved by the Auditor-Controller's Office, the claim shall be processed and a check sent to the claimant within ten (10) working days. If denied, or denied in part, the department's contact person will be notified immediately. The Auditor-Controller has the final decision on allowable expenses.

4. No reimbursement for travel shall be paid to the employee until all required receipts

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for the travel claim have been filed with the Auditor-Controller's Office.

5. Travel reimbursements are to be paid via checks and not to be paid via petty cash.

D. Mileage Claims

1. Whenever travel requires advance authorization of the department head, or his/her designee, the resulting mileage expense shall be claimed on the same claim form as the other expenses that apply to that travel. The only exception is if mileage is the only expense of the trip, in which case the traveler may claim the mileage on the monthly "Mileage Reimbursement" claim form.

2. Whenever travel does not require advance authorization of the department head, or his/her designee, the resulting mileage expense shall be claimed on the "Mileage Reimbursement" claim form.

3. Mileage claims shall be submitted monthly, unless the total for the month is less than $50.00, in which case the claim may be held for an additional month. However, the claim must not be held over to the next month more than twice, regardless of the dollar amount.

4. All mileage claims for the last month of the fiscal year must be processed by year-end close.

5. Mileage Claims are to be paid via warrants and not to be paid via petty cash.

E. Reimbursement by Outside Source

1. County travelers receiving reimbursement from an outside source for travel on County time shall forward said reimbursement to the Auditor-Controller for handling and deposit if the traveler intends to submit an expense claim to the County or use County resources, including a County vehicle, to travel. In such cases, the traveler shall then be entitled to submit a claim for actual and necessary expenses for transportation, meals, lodging, and incidentals, subject to the claiming conditions set forth in this travel policy. Said reimbursement shall be delivered to the Auditor-Controller's Office within thirty (30) days of the receipt of the funds.

2. If a County volunteer or non-employee will be receiving a per diem or other reimbursement of travel expenses from a source outside of the County, the volunteer shall not be eligible to claim or receive any additional reimbursement from the County for the same expenses.

F. Late Claims

If a claim for reimbursement or settlement of a travel claim is submitted after the allowed time frames, the payment to the employee shall not be made until the claim has

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been reviewed and approved by the Auditor-Controller or his/her designee.

G. Travel Card Use

Subject to the rules contained in the Travel Card Policy, travel expenses (airline, hotel, vehicle rental, gas, emergency repair of county vehicles and airport parking) may be charged to County of Monterey Travel Cards. Prohibited items include employee meals, room service, movies, cash advances, gift cards of any kind, liquor, tobacco and other items prohibited by the Travel Card Policy. Under no circumstances should personal items (even if reimbursed to the county) be charged to the travel card. Expenses paid on the travel card should not be included on a claim for reimbursement.

VII. INTERPRETATIONS

The Auditor-Controller, or his/her designee, shall be responsible for interpretations of this policy.

VIII. EXCEPTIONS

Exceptions to this policy require the approval of the Auditor-Controller or his/her designee.

IX. CONFLICT WITH RULES

In the event that this County Travel policy is in conflict with another County policy, the policy with the strictest application shall prevail.

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EXHIBIT D

BUSINESS ASSOCIATE AGREEMENT

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BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") effective July 1, 20 17 ("Effective Date"), is entered into by and among between the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center ("Covered Entity") and Hooper, Lundy & Bookman, P.C. ("Business Associate"), a provider of legal services (each a "Party" and collectively the "Parties").

RECITALS

A. WHEREAS, Business Associate provides certain Services for Covered Entity that involve the Use and Disclosure of Protected Health Information ("PHI") that is created, received, transmitted, or maintained by Business Associate for or on behalf of Covered Entity.

B. WHEREAS, The Parties are committed to complying with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), and their implementing regulations, including the Standards for the Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subparts A and E (the "Privacy Rule"), the Breach Notification Standards, 45 C.F.R. Part 160 and 164 subparts A and D (the "Breach Notification Rule"), and the Security Standards, 45 C.F.R. Part 160 and Part 164, Subpart C (the "Security Rule"), (collectively "HIPAA"), all as amended from time to time.

C. WHEREAS, The Parties are also committed to complying with the California Confidentiality Laws (defined below).

D. WHEREAS, To the extent that Business Associate is performing activities in connection with covered accounts for or on behalf of Covered Entity, the Parties are also committed to complying with applicable requirements of the Red Flag Rules issued pursuant to the Fair and Accurate Credit Transactions Act of 2003 ("Red Flag Rules").

E. WHEREAS, The Privacy and Security Rules require Covered Entity and Business Associate to enter into a business associate agreement that meets certain requirements with respect to the Use and Disclosure of PHI. This BAA, sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information ("EPHI") shall be handled, in accordance with such requirement.

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this BAA, the Parties agree as follows:

AGREEMENT

1 DEFINITIONS

1.1 All capitalized terms used in this BAA but not otherwise defined shall have the meaning set forth in the Privacy Rule, the Breach Notification Rule, or the Security Rule.

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(a) "Breach" shall have the same meaning as "breach" as defined in 45 C.F.R. § 164.402 and shall mean the access, acquisition, Use, or Disclosure of PHI in a manner not permitted under the Privacy Rule that compromises the privacy or security of the PHI; the term "Breach" as used in this BAA shall also mean the unlawful or unauthorized access to, Use or Disclosure of a patient's "medical information" as defined under Cal. Civil Code § 56.05(j), for which notification is required pursuant to Cal. Health & Safety Code 1280.15, or a "breach of the security of the system" under Cal. Civil Code §1798.29.

(b) "California Confidentiality Laws" shall mean the applicable laws of the State of California governing the confidentiality of PHI or Personal Information, including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code §56, et seq.), the patient access law (Cal. Health & Safety Code §123100 et seq.), the HIV test result confidentiality law (Cal. Health & Safety Code §120975, et seq.), the Lanterman-Petris-Short Act (Cal. Welf. & Inst. Code §5328, et seq.), and the medical identity theft law (Cal. Civil Code 1798.29).

(c) "Protected Health Information" or "PHI" shall mean any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual or the past, present or future payment for the provision of health care to an individual; (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information that can be used to identify the individuals, and (iii) is provided by Covered Entity to Business Associate or created, maintained, received, or transmitted by Business Associate on Covered Entity's behalf. PHI includes EPHI.

(d) "Services" shall mean the legal services for or functions on behalf of Covered Entity performed by Business Associate pursuant to a legal Services Agreement between Covered Entity and Business Associate to which this BAA applies.

2 PERMITTED USES AND DISCLOSURES OF PHI

Unless otherwise limited herein, Business Associate may:

(a) Use or Disclose PHI to perform Services for, or on behalf of, Covered Entity, provided that such Use or Disclosure would not violate the Privacy or Security Rules, this BAA, or California Confidentiality Laws;

(b) Use or Disclose PHI for the purposes authorized by this BAA or as otherwise Required by Law;

(c) Use PHI to provide Data Aggregation Services for the Health Care Operations of Covered Entity, if required by the Services Agreement and as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

(d) Use PHI if necessary for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted by 45 C.F.R. § 164.504(e)(4)(i);

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(e) Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted under 45 C.F.R. § 164.504(e)(4)(ii), provided that Disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will remain confidential and be Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person, and that such person will notify the Business Associate of any instances of which such person is aware that the confidentiality of the information has been breached;

(f) Use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1); and

(g) De-identify any PHI obtained by Business Associate under this BAA in accordance with 45 C.F.R. § 164.514 and Use or Disclose such de-identified information only as required to provide Services pursuant to the Services Agreement between the Parties, or with the prior written approval of Covered Entity.

3 RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI

3.1 Responsibilities of Business Associate. With regard to its Use and/or Disclosure of PHI, Business Associate shall:

(a) Notify the Privacy Officer of Covered Entity, in writing, of: (i) any Use and/or Disclosure of the PHI that is not permitted or required by this BAA; (ii) any Security Incident of which Business Associate becomes aware; and (iii) any suspected Breach. Such notice shall be provided within five (5) business days of Business Associate's discovery of such unauthorized access, acquisition, Use and/or Disclosure. Notwithstanding the foregoing, the Parties acknowledge the ongoing existence and occurrence of attempted but ineffective Security Incidents that are trivial in nature, such as pings and other broadcast service attacks, and unsuccessful log-in attempts. The Parties acknowledge and agree that this Section 3.1(a) constitutes notice by Business Associate to Covered Entity of such ineffective Security Incidents and no additional notification to Covered Entity of such ineffective Security Incidents is required, provided that no such Security Incident results in a Breach. A ransomware attack shall not be considered an ineffective Security Incident and shall be reported to Covered Entity, irrespective of whether such Security Incident results in a Breach. Business Associate shall investigate each Security Incident or unauthorized access, acquisition, Use, or Disclosure of PHI, or suspected Breach that it discovers and shall provide a summary of its investigation to Covered Entity, upon request. If Business Associate or Covered Entity determines that such Security Incident or unauthorized access, acquisition, Use, or Disclosure, or suspected Breach constitutes a Breach, then Business Associate shall comply with the requirements of Section 3.1(a)(i) below;

(i) Business Associate shall provide a supplemental written report in accordance with 45 C.F.R. § 164.410(c), which shall include, to the extent possible, the identification of each individual whose PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used or Disclosed during the Breach, to Covered Entity without unreasonable delay, but no later than five (5) business days after discovery of the Breach;

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(ii) Covered Entity shall have sole control over the timing and method of providing notification of such Breach to the affected individual(s), the appropriate government agencies, and, if applicable, the media. Business Associate shall assist with the implementation of any decisions by Covered Entity to notify individuals or potentially impacted individuals;

(b) In consultation with the Covered Entity, Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper access, acquisition, Use, or Disclosure, Security Incident, or Breach. Business Associate shall take prompt corrective action, including any action required by applicable State or federal laws and regulations relating to such Security Incident or non-permitted access, acquisition, Use, or Disclosure. Business Associate shall reimburse Covered Entity for its reasonable costs and expenses in providing any required notification to affected individuals, appropriate government agencies, and, if necessary the media, including, but not limited to, any administrative costs associated with providing notice, printing and mailing costs, public relations costs, attorney fees, and costs of mitigating the harm (which may include the costs of obtaining up to one year of credit monitoring services and identity theft insurance) for affected individuals whose PHI or Personal Information has or may have been compromised as a result of the Breach;

(c) Implement appropriate administrative, physical, and technical safeguards and comply with the Security Rule to prevent Use and/or Disclosure of EPHI other than as provided for by this BAA;

(d) Obtain and maintain a written agreement with each of its Subcontractors that creates, maintains, receives, Uses, transmits or has access to PHI that requires such Subcontractors to adhere to the substantially the same restrictions and conditions with respect to PHI that apply to Business Associate pursuant to this BAA;

(e) Make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the Use and/or Disclosure of PHI received from, created, maintained, or transmitted by Business Associate on behalf of Covered Entity to the Secretary of the Department of Health and Human Services ("Secretary") in a time and manner designated by the Secretary for purposes of determining Covered Entity's or Business Associate's compliance with the Privacy Rule. In addition, Business Associate shall promptly make available to Covered Entity such books, records, or other information relating to the Use and Disclosure of PHI for purposes of determining whether Business Associate has complied with this BAA or maintains adequate security safeguards, upon reasonable request by Covered Entity. Notwithstanding the foregoing, Business Associate may limit the scope of any such audit as necessary to ensure that Business Associate does not breach the attorney-client privilege or any other confidentiality obligation with respect to information maintained by Business Associate on behalf of its other clients;;

(f) Document Disclosures of PHI and information related to such Disclosure and, within thirty (30) days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of the Disclosures of the individual's PHI in accordance with 45 C.F.R. § 164.528. At a minimum, the Business Associate shall provide the Covered Entity with the following information: (i) the date of the Disclosure; (ii) the name of the

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entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI Disclosed; and (iv) a brief statement of the purpose of such Disclosure which includes an explanation of the basis for such Disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within ten (10) days, forward such request to the Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

(g) Subject to Section 4.4 below, return to Covered Entity within thirty (30) days of the termination of this BAA, the PHI in its possession and retain no copies, including backup copies;

(h) Disclose to its Subcontractors or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder;

(i) If all or any portion of the PHI is maintained in a Designated Record Set:

(i) Upon ten (10) days' prior written request from Covered Entity, provide access to the PHI to Covered Entity to meet a request by an individual under 45 C.F.R. § 164.524. Business Associate shall notify Covered Entity within ten (10) days of its receipt of a request for access to PHI from an Individual; and

(ii) Upon ten (10) days' prior written request from Covered Entity, make any amendment(s) to the PHI that Covered Entity directs pursuant to 45 C.F.R. § 164.526. Business Associate shall notify Covered Entity within ten (10) days of its receipt of a request for amendment of PHI from an Individual;

(j) If applicable, maintain policies and procedures to detect and prevent identity theft in connection with the provision of the Services, to the extent required to comply with the Red Flag Rules;

(k) To the extent that Business Associate carries out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations;

(l) Unless prohibited by law, notify the Covered Entity within five (5) days of the Business Associate's receipt of any request or subpoena for PHI. To the extent that the Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with the Covered Entity in such challenge; and

(m) Maintain policies and procedures materially in accordance with State Confidentiality Laws and industry standards designed to ensure the security and integrity of the Covered Entity's data and protect against threats or hazards to such security.

3.2 Business Associate Acknowledgment.

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(a) Business Associate acknowledges that, as between the Business Associate and the Covered Entity, all PHI shall be and remain the sole property of the Covered Entity.

(b) Business Associate further acknowledges that it is obligated by law to comply, and represents and warrants that it shall comply, with HIPAA and the HITECH Act. Business Associate shall comply with all California Confidentiality Laws, to the extent that such state laws are not preempted by HIPAA or the HITECH Act.

(c) Business Associate further acknowledges that uses and disclosures of protected health information must be consistent with NMC's privacy practices, as stated in NMC's Notice of Privacy Practices. The current Notice of Privacy Practices can be retrieved online at: http://www.natividad.com/quality-and-safety/patient-privacy. Business Associate agrees to review the NMC Notice of Privacy Practices at this URL at least once annually while doing business with NMC to ensure it remains updated on any changes to the Notice of Privacy Practices NMC may make.

3.3 Responsibilities of Covered Entity. Covered Entity shall, with respect to Business Associate:

(a) Provide Business Associate a copy of Covered Entity's notice of privacy practices ("Notice") currently in use;

(b) Notify Business Associate of any changes to the Notice that Covered Entity provides to individuals pursuant to 45 C.F.R. § 164.520, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI;

(c) Notify Business Associate of any changes in, or withdrawal of, the consent or authorization of an individual regarding the Use or Disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.506 or § 164.508, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI; and

(d) Notify Business Associate of any restrictions on Use and/or Disclosure of PHI as provided for in 45 C.F.R. § 164.522 agreed to by Covered Entity, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.

4 TERM AND TERMINATION

4.1 Term. This BAA shall become effective on the Effective Date and shall continue in effect unless terminated as provided in this Section 4. Certain provisions and requirements of this BAA shall survive its expiration or other termination as set forth in Section 5 herein.

4.2 Termination. If Covered Entity determines in good faith that Business Associate has breached a material term of this BAA, Covered Entity may either: (i) immediately terminate this BAA and any underlying Services Agreement; or (ii) terminate this BAA and any underlying Services Agreement within thirty (30) days of Business Associate's receipt of written notice of such breach, if the breach is not cured to the satisfaction of Covered Entity.

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4.3 Automatic Termination. This BAA shall automatically terminate without any further action of the Parties upon the termination or expiration of Business Associate's provision of Services to Covered Entity.

4.4 Effect of Termination. Upon termination or expiration of this BAA for any reason, Business Associate shall return all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(J) if, and to the extent that, it is feasible to do so. Prior to returning the PHI, Business Associate shall recover any PHI in the possession of its Subcontractors. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall provide Covered Entity with a statement that Business Associate has determined that it is infeasible to return or destroy all or some portion of the PHI in its possession or in possession of its Subcontractors. In such event, Business Associate shall: (i) retain only that PHI which is necessary for Business Associate to continue its proper management and administration or carry out its legal responsibilities; (ii) return to Covered Entity the remaining PHI that the Business Associate maintains in any form; (iii) continue to extend the protections of this BAA to the PHI for as long as Business Associate retains PHI; (iv) limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction of the PHI not feasible and subject to the same conditions as set out in Section 2 above, which applied prior to termination; and (vi) return to Covered Entity the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities. The Parties hereby acknowledge and agree that, except in certain limited circumstances, in the event of the termination of the attorney-client relationship between Covered Entity and Business Associate, it will not be feasible for Business Associate to return to Covered Entity or destroy PHI, and Business Associate will need to retain such PHI so that Business Associate can substantiate its Services, for quality control, risk management, and insurance requirements, in accordance with Business Associate's record retention policy. Business Associate and its subcontractors, if any, shall follow the restrictions of this Agreement regarding PHI retained by them, respectively, and shall limit further Uses and Disclosures to those purposes that make return or destruction infeasible.

5 MISCELLANEOUS

5.1 Survival. The respective rights and obligations of Business Associate and Covered Entity under the provisions of Sections 2.1, 4.4, 5.7, 5.8, 5.11, and 5.12 shall survive termination of this BAA until such time as the PHI is returned to Covered Entity or destroyed. In addition, Section 3.1(i) shall survive termination of this BAA, provided that Covered Entity determines that the PHI being retained pursuant to Section 4.4 constitutes a Designated Record Set.

5.2 Amendments; Waiver. This BAA may not be modified or amended, except in a writing duly signed by authorized representatives of the Parties. To the extent that any relevant provision of HIPAA, the HITECH Act, or California Confidentiality 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 to the facsimile telephone numbers listed below.

If to Business Associate, to:

Hooper, Lundy & Bookman, P.C.
Attn: Stephen K. Phillips
575 Market Street, Suite 2300
San Francisco, CA 94939
Phone: 415-875-8500
Fax: 415-875-8519

If to Covered Entity, to:

Natividad Medical Center
Attn: Compliance/Privacy Officer
1441 Constitution Blvd.
Salinas, CA 93906
Phone: 831-755-4111
Fax: 831-755-6254

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

5.5 Counterparts; Facsimiles. This BAA may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

5.6 Relationship of Parties. Notwithstanding anything to the contrary in the Services Agreement, Business Associate is an independent contractor and not an agent of Covered Entity under this BAA. Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all Business Associate obligations under this BAA.

5.7 Choice of Law; Interpretation. This BAA shall be governed by the laws of the State of California. Any ambiguities in this BAA shall be resolved in a manner that allows Covered Entity and Business Associate to comply with the Privacy Rule, the Security Rule, and the California Confidentiality Laws.

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5.8 Applicability of Terms. This BAA applies to all present and future Service Agreements and Business Associate relationships, written or unwritten, formal or informal, in which Business Associate creates, receives, transmits, or maintains any PHI for or on behalf of Covered Entity in any form whatsoever. This BAA shall automatically be incorporated in all subsequent agreements between Business Associate and Covered Entity involving the Use or Disclosure of PHI whether or not specifically referenced therein. In the event of any conflict or inconsistency between a provision of this BAA and a provision of any other agreement between Business Associate and Covered Entity, the provision of this BAA shall control unless the provision in such other agreement establishes additional rights for Business Associate or additional duties for or restrictions on Business Associate with respect to PHI, in which case the provision of such other agreement will control.

5.9 Insurance. In addition to any general and/or professional liability insurance required of Business Associate, Business Associate agrees to obtain and maintain, at its sole expense, liability insurance on an occurrence basis, covering any and all claims, liabilities, demands, damages, losses, costs and expenses arising from a breach of the obligations of Business Associate, its officers, employees, agents and Subcontractors under this BAA. Such insurance coverage will be maintained for the term of this BAA, and a copy of such policy or a certificate evidencing the policy shall be provided to Covered Entity at Covered Entity's request.

5.10 Legal Actions. Promptly, but no later than five (5) business days after notice thereof, Business Associate shall advise Covered Entity of any actual action, proceeding, regulatory or governmental orders or actions, that becomes known to it that may affect the interests of Covered Entity under this BAA or jeopardize this BAA, and of any facts and circumstances that may be pertinent to the prosecution or defense of any such actual legal action or proceeding, except to the extent prohibited by law or to the extent doing so would compromise Business Associate's ethical duty of confidentiality or loyalty.

5.11 Audit or Investigations. Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any audit, compliant review, or complaint investigation by the Secretary or other state or federal agency related to compliance with HIPAA, the HITECH Act, or the California Confidentiality Laws.

5.12 Attorney-Client Relationship. Notwithstanding anything to the contrary contained herein, the Parties, recognizing that Business Associate serves as legal counsel to Covered Entity, hereby agree that nothing contained in this Agreement:

(a) Waives the attorney-client, work-product, or any other privilege that may be invoked by, or is applicable to, either Party;

(b) Imposes any duties or obligations on Business Associate that are inconsistent with Business Associate's duties and obligations to Covered Entity as a client of Business Associate, including, without limitation, any obligation of confidentiality or other obligation imposed on Business Associate under ethical rules applicable to the Parties' attorney-client relationship or otherwise at law; or

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(c) Limits either Party's right or ability to adequately conduct discovery in any arbitration or litigation proceeding.

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: for:
Print Name: Stephen K. Phillips	Print Name: Gary R. Gray, DO
Print Title: Privacy Officer	Print Title: Chief Executive Officer
Date: March 27, 2018	Date:

Reviewed as to fiscal provisions
Auditor-Controller
County of Monterey
4/19/18

COUNTY OF MONTEREY

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CERTIFICATE OF LIABILITY INSURANCE

6/16/2025

DATE (MM/DD/YYYY) 6/3/2025

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 Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 8110 E Union Ave., Ste. 100 Denver CO 80237 denver-certs@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1340781 Hooper, Lundy & Bookman, PC 1875 Century Park East #1600 Los Angeles CA 90067	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : American Zurich Insurance Company — 40142 INSURER B : American Guarantee and Liab. Ins. Co. — 26247 INSURER C : Columbia Casualty Company — 31127 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 11285691 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	N	CPO 3468423-00	6/1/2025	6/1/2026	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 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ Included
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY X CompDed$1K	Y	N	CPO 3468423-00	6/1/2025	6/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	N	N	AUC 3468424-00	6/1/2025	6/1/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	WC 3468422-00	6/1/2025	6/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Lawyers Professional Liability	N	N	794112538	6/16/2024	6/16/2025	$20,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The County of Monterey, its officers, agents and employees are included as Additional Insureds with respects to the General Liability and Auto Liability policies to the extent provided by the policy language or endorsement issued or approved by the insurance carrier. Coverage is primary and non-contributory per the attached endorsement issued or approved by the insurance carrier. Notice of Cancellation in reference to the General Liability and Auto policies as per the attached Endorsements.

CERTIFICATE HOLDER

11285691
County of Monterey
168 W. Alisal Street
3rd Floor
Salinas CA 93901

CANCELLATION See Attachments

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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Attachment Code: D575100 Master ID: 1340781, Certificate ID: 11285691

Lawyers Professional Liability
$20,000,000

Carrier	Policy Number	Policy Period:	Limits
Columbia Casualty Company	794112538	06/16/2024 - 06/16/2025	$5M part of $10M
Lloyd's of London	GLSOL2400011	06/16/2024 - 06/16/2025	$5M part of $10M
Indian Harbor Insurance Company	LPE 9046430 01	06/16/2024 - 06/16/2025	$5M excess of $10M
Westfield Specialty Insurance Company	ELP-331094Q-01	06/16/2024 - 06/16/2025	$5M excess of $15M

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Attachment Code: D465528 Certificate ID: 11285691

General Liability Enhancement Endorsement

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. CPO 3468423-00	Effective Date: [ICGLEFF1I]

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Broadened Named Insured

1. The following is added to Section **II — Who Is An Insured:**

Any organization of yours, including any partnership or joint venture, which is not shown in the Declarations, and over which you maintain an ownership interest of more than 50% of such organization as of the effective date of this Coverage Part, will qualify as a Named Insured. However, such organization will not qualify as a Named Insured under this provision if it:

a. Is newly acquired or formed during the policy period;

b. Is also an insured under another policy, other than a policy written to apply specifically in excess of this Coverage Part; or

c. Would be an insured under another policy but for its termination or the exhaustion of its limits of insurance.

Each such organization remains qualified as a Named Insured only while you maintain an ownership interest of more than 50% in the organization during the policy period.

2. The last paragraph of Section **II — Who Is An Insured** does not apply to this provision to the extent that such paragraph would conflict with this provision.

B. Newly Acquired or Formed Organizations as Named Insureds

1. Paragraph **3.** of Section II — **Who Is An Insured** is replaced by the following:

3. Any organization you newly acquire or form during the policy period, including any partnership or joint venture, and over which you maintain an ownership interest of more than 50% of such organization, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

An additional premium will apply in accordance with our rules and rates in effect on the date you acquired or formed the organization.

2. The last paragraph of Section **II — Who Is An Insured** does not apply to this provision to the extent that such paragraph would conflict with this provision.

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C. Insured Status — Employees

Paragraph **2.a.(1)** of Section II — **Who Is An Insured** is replaced by the following:

2. Each of the following is also an insured:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

However:

Paragraphs **(1)(a)** and **(1)(d)** do not apply to "bodily injury" arising out of his or her providing or failing to provide:

(i) Medical or paramedical services to persons performed by any physician, dentist, nurse, emergency medical technician, paramedic or other licensed medical care person employed by you to provide such services, or volunteering for you to provide such services; or

( ) "Good Samaritan Acts" performed by any non-licensed medical care person employed by you or volunteering for you,

So long as such "employee" or "volunteer worker" is performing duties related to the conduct of your business.

"Good Samaritan Acts" mean any assistance of a medical nature rendered or provided in an emergency situation for which no remuneration is demanded or received.

Paragraphs **(1)(a), (b)** and **(c)** do not apply to any "employee" designated as a supervisor or higher in rank, with respect to "bodily injury" to co-"employees". As used in this provision, "employees" designated as a supervisor or higher in rank means only "employees" who are authorized by you to exercise direct or indirect supervision or control over "employees" or "volunteer workers" and the manner in which work is performed.

D. Insured Status — Amateur Athletic Participants

Section II — **Who Is An Insured** is amended to include as an insured any person you sponsor while participating in amateur athletic activities. However, no such person is an insured for:

a. "Bodily injury" to:

(1) Your "employee", "volunteer worker" or any person you sponsor while participating in such amateur athletic activities; or

(2) You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company) while participating in such amateur athletic activities; or

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b. "Property damage" to property owned by, occupied or used by, rented to, in the care, custody or control of, or over which the physical control is being exercised for any purpose by:

(1) Your "employee", "volunteer worker" or any person you sponsor; or

(2) You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

E. Additional Insureds — Lessees of Premises

1. Section **II — Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) who leases or rents a part of the premises you own or manage who you are required to add as an additional insured on this policy under a written contract or written agreement, but only with respect to liability arising out of your ownership, maintenance or repair of that part of the premises which is not reserved for the exclusive use or occupancy of such person or organization or any other tenant or lessee.

This provision does not apply after the person or organization ceases to lease or rent premises from you.

However, the insurance afforded to such additional insured:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

2. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section **III — Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the written contract or written agreement referenced in Subparagraph **E.1.** of this endorsement; or

b. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This Paragraph **E.** shall not increase the applicable Limits of Insurance shown in the Declarations.

F. Additional Insured — Vendors

1. The following change applies if this Coverage Part provides insurance to you for "bodily injury" and "property damage" included in the "products-completed operations hazard":

Section **II — Who Is An Insured** is amended to include as an additional insured any person or organization (referred to throughout this Paragraph **F.** as vendor) who you have agreed in a written contract or written agreement, prior to loss, to name as an additional insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business:

However, the insurance afforded to such vendor:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the written contract or written agreement to provide for such vendor.

2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

a. The insurance afforded the vendor does not apply to:

(1) "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;

(2) Any express warranty unauthorized by you;

(3) Any physical or chemical change in the product made intentionally by the vendor;

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(4) 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;

(5) 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;

(6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(7) 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

(8) "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:

(a) The exceptions contained in Subparagraphs **(4)** or (6); or

(b) 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.

b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

c. This insurance does not apply to any of "your products" for which coverage is excluded under this Coverage Part.

3. With respect to the insurance afforded to the vendor under this endorsement, the following is added to Section III — **Limits Of Insurance:**

The most we will pay on behalf of the vendor is the amount of insurance:

a. Required by the written contract or written agreement referenced in Subparagraph **F.1.** of this endorsement; or

b. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This Paragraph **F.** shall not increase the applicable Limits of Insurance shown in the Declarations.

G. Additional Insured — Managers, Lessors or Governmental Entity

1. Section **II — Who Is An Insured** is amended to include as an insured any person or organization who is a manager, lessor or governmental entity who you are required to add as an additional insured on this policy under a written contract, written agreement or permit, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your acts or omissions; or

b. The acts or omission of those acting on your behalf; and

resulting directly from:

a. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit;

b. Ownership, maintenance, occupancy or use of premises by you; or

c. Maintenance, operation or use by you of equipment leased to you by such person or

organization. However, the insurance afforded to such additional insured:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

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2. This provision does not apply:

a. Unless the written contract or written agreement has been executed, or the permit has been issued, prior to the "bodily injury", "property damage" or offense that caused "personal and advertising injury";

b. To any person or organization included as an insured under Paragraph **3.** of Section **II — Who Is An Insured;**

c. To any lessor of equipment if the "occurrence" or offense takes place after the equipment lease expires;

d. To any:

(1) Owners or other interests from whom land has been leased by you; or

(2) Managers or lessors of premises, if:

(a) The "occurrence" or offense takes place after the expiration of the lease or you cease to be a tenant in that premises;

(b) The "bodily injury", "property damage" or "personal and advertising injury" arises out of the structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor; or

(c) The premises are excluded under this Coverage Part.

3. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section **III — Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the written contract or written agreement referenced in Subparagraph **G.1.** of this endorsement; or

b. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This Paragraph **G.** shall not increase the applicable Limits of Insurance shown in the Declarations.

H. Additional Insured — Other Persons or Organizations

1. Section **II — Who Is An Insured** is amended to include as an insured any person or organization who does not qualify as an additional insured under Paragraphs **E.** through Paragraph **G.** of this endorsement so long as you are required to add such person or organization as an additional insured on this policy under a written contract or written agreement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your acts or omissions; or

b. The acts or omissions of those acting on your behalf.

However, the insurance afforded to such additional insured:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

2. With respect to the insurance afforded to the additional insureds under this Paragraph **H.,** the following additional exclusions apply:

The insurance afforded to the additional insured under this Paragraph **H.** does not apply to any person or organization:

a. For "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional service;

b. For "bodily injury" or "property damage" included in the "products-completed operations hazard"; or

c. Who is scheduled as an additional insured under another endorsement attached to this policy.

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3. With respect to the insurance afforded to the additional insureds under this Paragraph **H.**, the following is added to Section **III — Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the written contract or written agreement referenced in Subparagraph **H.1.** of this endorsement; or

b. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This Paragraph **H.** shall not increase the applicable Limits of Insurance shown in the Declarations.

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Policy Number:
Effective Date: 6/1/2025

COMMERCIAL AUTO
CA 04 43 11 20

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) – AUTOMATIC WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply to any person(s) or organization(s) for whom you are required to waive subrogation with respect to the coverage provided under this Coverage Form, but only to the extent that subrogation is waived:

A. Under a written contact or agreement with such person(s) or organization(s); and

B. Prior to the "accident" or the "loss."

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Attachment Code: D524868 Certificate ID: 11285691

Policy Number:

COMMERCIAL AUTO
CA 04 49 11 16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to the Other Insurance Condition in the Business Auto Coverage Form and the Other Insurance – Primary And Excess Insurance Provisions in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the Other Insurance Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

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County of Monterey

Board Report

Legistar File Number: PAR 23-027

Item No.

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

November 28, 2023

Introduced: 11/16/2023
Version: 1

Current Status: Agenda Ready
Matter Type: Preliminary Analysis Report

Receive a preliminary analysis report in response to **Board Referral No. #2023.20** seeking to amend Monterey County Code to establish Littering Fines for illegal dumping and littering of solid waste and refuse.

RECOMMENDATION:
It is recommended that the Board of Supervisors:

a. Receive a preliminary analysis report in response to Board Referral No. #2023.20 and direct that staff:
    1) Proceed with completion of referral based on modifications by the Board; or,
    2) Remove from consent and:
        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.
b. Provide further direction, as appropriate.

PRELIMINARY ANALYSIS:
In an effort to reduce the ongoing issue of illegal dumping and littering of solid waste, the County of San Benito, our neighboring county, recently updated their code penalties to apply higher fines for illegal dumping and littering. The increase in fines is an enhancement to their current array of enforcement tools. Monterey County has long had similar illegal dumping and littering issues. With closely shared county lines, the possibility exists of increased illegal dumping in Monterey County due to the lack of fines and enforcement to deter illegal dumpers. Board Referral No. 2023.20 seeks to amend Monterey County Code in the same fashion to prevent illegal dumping and littering, promote an enjoyable environment and protect our natural resources.

Proposed Project Description:
Illegal dumping and littering of solid waste and refuse is a common, repeated and increasing occurrence despite regulatory and service-related activities performed by the County of Monterey's various departments and agencies. Residents, and local groups of ordinary citizens who volunteer their own personal time and efforts to clean up after those who break the law do not deter law breakers. Many jurisdictions understand that public education and physical eradication efforts also require a robust enforcement element for an effective system to succeed. This project will focus on amending current county code, specifically MCC 10.41.040, and all

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other applicable local codes, to facilitate an effective response to holding those responsible for illegal dumping and littering by clarifying code violations, increasing penalties, and updating language to emphasize local roles and responsibilities.

It is worth noting that other jurisdictions, both within CA and other states, have discussed the benefits of implementing fines at the statewide Illegal Dumping Conference. This conference highlights "the three E's" of education, eradication, and enforcement as the best approach for addressing illegal dumping. Locally, the Illegal Dumping Litter Abatement Task Force, known as IDLATF, has modeled its subcommittees after this three-pronged approach. The Education & Outreach subcommittee has worked on distributing a quarterly newsletter, creating media posts/videos, promoting the Disposal Voucher Program, and more as part of our efforts to continuously educate the public on why they shouldn't illegally dump and alternatives to illegal dumping. The Eradication subcommittee has worked on hosting regular community cleanups throughout the County, collaborating with franchise solid waste haulers who host cleanup events for residents, working with Public Works to clean up illegal dumpsites, and more. The Enforcement and Eradication subcommittees have been developing a pilot surveillance program and implementing fines for illegal dumping/litter will only strengthen enforcement efforts through distinct consequences to illegal dumping.

Estimated Project Cost:
This project is estimated to require a minimum of six months to one year of staff time working a minimum of five hours a week on this project. The estimated cost is undetermined at this time.

Staffing Level Estimate:
At a minimum, about 10% of time for six Environmental Health staff to collaborate, assess, analyze, and review the components that would create an effective, enforceable outcome and County Counsel support to amendments to County Code.

Departmental Challenges:
Departmental challenges currently are limited staffing resources and competing operational priorities. However, every effort will be made to ensure that the project is managed and prioritized to provide progress updates.

Proposed Response Date:
The initial estimated evaluation and feasibility response date is April 2024. From there, an estimated timeline to completion can be established, no later than December 2024.

This work supports the Monterey County Health Department 2018-2022 Strategic Plan Goal (1.) to empower the community to improve health. It also supports the following of the ten essential public health services, specifically (3.) inform, educate, and empower people about health issues and (4.) mobilize community partnerships and action to identify and solve health problems.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
Illegal dumping and littering are a nuisance and has the potential to create public health hazards.

Docusign Envelope ID: B55C9BCE-1AFE-4D66-80D0-408E40179F62

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: Robin Kimball, Management Analyst III, 796-1297

Approved by:

DocuSigned by:
C7A30BA59CA8423...
Date: 11/17/2023 | 3:56 PM PST
Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Preliminary Analysis Report
Board Referral No. # (must be attached to report as reference)

Docusign Envelope ID: B55C9BCE-1AFE-4D66-80D0-408E40179F62

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 Glenn Church, seconded by Supervisor Chris Lopez to:

Receive a preliminary analysis report in response to Board Referral No. #2023.20 and direct that staff: Return to Board with a more comprehensive analysis of referral and anticipated effort for completion as expeditiously it can be reviewed. Also, keep a lens of Governing for Racial Equity when analyzing the code penalties to apply higher fines for illegal dumping and littering.

PASSED AND ADOPTED on this 28th day of November 2023, by roll call vote:

AYES: Supervisors Alejo, Church, 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 November 28, 2023.

Dated: November 29, 2023
File ID: PAR 23-027
Agenda Item No.: 29

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

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

Docusign Envelope ID: B55C9BCE-1AFE-4D66-80D0-408E40179F62

Introduced: 4/9/2025
Version: 1
Current Status: Scheduled PM
Matter Type: General Agenda Item

a. Receive an update in response to Board Referral No. #2023.20 addressing littering fines for illegal dumping and littering of solid waste and refuse.
b. Provide further direction, as appropriate.

RECOMMENDATION:
It is recommended that the County of Monterey Board of Supervisors:
a. Receive an update in response to Board Referral No. #2023.20 addressing littering fines for illegal dumping and littering of solid waste and refuse.
b. Provide further direction, as appropriate.

SUMMARY/DISCUSSION:
Monterey County has long had illegal dumping and littering issues. Board Referral No. 2023.20 sought to amend Monterey County Code to increase fines to deter littering, prevent illegal dumping, promote an enjoyable environment and protect our natural resources. The purpose of amending the code was to facilitate an effective response to hold those responsible for illegal dumping and littering by clarifying code violations, increased penalties, and updated language to emphasize local roles and responsibilities.

On February 27, 2024, the Board of Supervisors adopted an ordinance revising Sections 10.41.010 and 10.41.040 of the Monterey County Code, raising fines for littering in unincorporated areas of the county. The new fines include up to $2,500 for a first violation, up to $5,000 for a second violation within twelve months, and up to $10,000 for a third or any subsequent violation within twelve months.

Also on February 27, 2024, Environmental Health, on behalf of the Illegal Dumping and Litter Abatement Task Force (IDLATF), presented an update to the Board of Supervisors regarding the potential use of surveillance cameras as a deterrent to Illegal Dumping in Monterey County. The Board approved a request to purchase cameras and supportive monitoring and connectivity subscription services and on July 16, 2024, an agreement with Epic iO was approved to purchase six surveillance cameras to be installed in known illegal dumping hotspots throughout the county.

Two cameras were initially installed in September 2024 with illegal dumping captured on surveillance within two days of installation. A media campaign to identify the responsible party ensued however no identification has been confirmed at this time. The remaining four cameras have since been installed with surveillance ongoing. Staff return today to provide an update of the implementation of surveillance cameras, increased litter fines, the advantages and limitations of the cameras, where improvements can be made, the online tracking via EPIC iO

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and the issuance of fines.

This work supports the County of Monterey Health Department 2025-2028 Strategic Plan Goal(s) 1. Build Community Power and Partners' Capacity to Increase Equity and Improve Health. It also supports the following of the ten essential public health services, specifically, 6., enforce laws and regulations that protect health and ensure safety.

OTHER AGENCY INVOLVEMENT:
The Health Department-Environmental Health has worked collaboratively with the Housing and Community Development/Public Works Departments for the installation of cameras and the county's media teams for the media campaign distribution.

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

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
Illegal dumping and littering are a nuisance and has the potential to create public health hazards. The ongoing surveillance and increased fines are 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.

Check the related Board of Supervisors Strategic Initiatives:

☐ Economic Development:
- Through collaboration, strengthen economic development to ensure a diversified and healthy economy.

☐ Administration:
- Promote an organization that practices efficient and effective resource management and is recognized for responsiveness, strong customer orientation, accountability and transparency.

☒ Health & Human Services:
- Improve health and quality of life through County supported policies, programs, and services, promoting access to equitable opportunities for healthy choices and healthy environments in collaboration with communities.

☒ Infrastructure:
- Plan and develop a sustainable, physical infrastructure that improves the quality of life for County residents and supports economic development results.

☐ Public Safety:
- Create a safe environment for people to achieve their potential, leading businesses and communities to thrive and grow by reducing violent crimes as well as crimes in general.

Prepared by: Robin Kimball, Management Analyst III, 755-1297
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4621

Docusign Envelope ID: B55C9BCE-1AFE-4D66-80D0-408E40179F62

Attachments:
Board Report

Docusign Envelope ID: B55C9BCE-1AFE-4D66-80D0-408E40179F62

Monterey County
Board of Supervisors

168 West Alisal Street,
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Board Order

Upon consensus the Board:

a. Received an update in response to Board Referral No. #2023.20 addressing littering fines for illegal dumping and littering of solid waste and refuse; and
b. Directed staff to come back in six (6) months for a further status report and to look into the Sheriff's flock cameras for further surveillance in the same areas of illegal dumping.

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 April 22, 2025.

Dated: April 28, 2025
File ID: 25-244
Agenda Item No.: 16

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

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

Docusign Envelope ID: 35312B4E-8998-47AA-8859-2F17A7687564

County of Monterey

Board Report

Legistar File Number: PAR 24-011

Item No.

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

October 01, 2024

Introduced: 9/19/2024
Version: 1

Current Status: Agenda Ready
Matter Type: Preliminary Analysis Report

Receive a preliminary analysis report in response to Board Referral No. 2024.10 to allow point of use and point of entry water treatment devices for new construction on legal lots of record, including accessory dwelling units.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

1. Receive a preliminary analysis report in response to Board Referral No. 2024.10 to allow point of use and point of entry water treatment devices for new construction on legal lots of record, including accessory dwelling units and direct that staff:
    a. Proceed with completion of referral based on modifications by the Board; or
    b. Return to Board with a more comprehensive analysis of referral and anticipated effort for completion; or
    c. Rescind referral.
2. Provide further direction to staff, as appropriate.

PRELIMINARY ANALYSIS:

Referral Summary & Background:

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

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

On November 28, 2023, the Board of Supervisors adopted Ordinance No. 5408 amending portions of Chapters 15.04 and adding Chapter 15.06 to the Monterey County Code to allow for POU/POE treatment to be utilized by systems with 2-14 connections, however Ordinance No. 5408 only applies

Docusign Envelope ID: 35312B4E-8998-47AA-8859-2F17A7687564

to existing service connections, not new construction on legal lots of record or ADUs.

Proposed Project Description:
This proposed project will require amending Monterey County Code Chapter 15.06 to include new development using POU/POE treatment on existing lots of record as well as environmental review pursuant to the California Environmental Quality Act (CEQA), including starting with an initial study conducted by an external consultant. Without the opportunity to utilize POU/POE treatment, new construction, including ADU's, are then required to use a centralized treatment system for the entire water system, even if the other connections on the water system use POU/POE treatment. Centralized treatment systems are far more expensive and cost prohibitive than POU/POE treatment.

Estimated Project Cost:
The estimated costs for the project include staff time and the estimated cost to work with an outside consultant to conduct an Initial Study-Mitigated Negative Declaration (IS-MND) is approximately $50,000 to $80,000 and will take approximately 9 months.

Should the project require transitioning to an environmental impact report (EIR), the cost and timeline would increase significantly. For planning purposes, an EIR could range from $150,000 to $250,000 and take between 12 to 18 months, depending on factors such as development potential, the need for technical studies (e.g., vehicle miles travelled), and/or site-specific analysis.

Staffing Level Estimate:
Most of the work has previously been completed as part of amending Chapter 15.04 and adding 15.06 to the Monterey County Code regarding use of POU and POE treatment. The new work will require review and any updates to the Monterey County Code as needed, estimated to be 40-60 hours. Additional time will be needed to review and comment on the Initial Study and prepare to return with a proposed ordinance for Board consideration.

Departmental Challenges:
The Environmental Health Drinking Water Program is resource constrained affecting staffing and the available funds to support the cost of a consultant. Staff are prepared to request the Initial Study once funding is available and request assistance with identifying a funding source.

Proposed Response Date:
Staff anticipate having a draft amended ordinance and initial study for public review dependent upon timeframe and results of the Initial Study, estimated to be early to mid-2025.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
Mark a check to the related Board of Supervisors Strategic Initiatives

☐ Economic Development:

- Through collaboration, strengthen economic development to ensure a diversified and healthy economy.

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☐ Administration:

- Promote an organization that practices efficient and effective resource management and is recognized for responsiveness, strong customer orientation, accountability and transparency.

☒ Health & Human Services:

- Improve health and quality of life through County supported policies, programs, and services, promoting access to equitable opportunities for healthy choices and healthy environments in collaboration with communities.

☐ Infrastructure:

- Plan and develop a sustainable, physical infrastructure that improves the quality of life for County residents and supports economic development results.

☐ Public Safety:

- Create a safe environment for people to achieve their potential, leading businesses and communities to thrive and grow by reducing violent crimes as well as crimes in general.

Prepared by: Robin Kimball, Management Analyst III, 796-1297

Approved by:

DocuSigned by:
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Date 9/23/2024 | 10:42 AM PDT

Elsa Mendoza Jimenez, Director of Health Services, 755-4621

Attachments:
Preliminary Analysis Report
Board Referral No. # 2024.10

Docusign Envelope ID: 0F6F096B-64E4-445A-8883-A749D2F346AD

County of Monterey Planning Commission

Item No.3

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

Legistar File Number: PC 25-012

February 12, 2025

Introduced: 2/3/2025
Version: 1

Current Status: Agenda Ready
Matter Type: Planning Item

REFERRAL 24.8 - REGULATIONS AND ENFORCEMENT EFFORTS TO CURB UNPERMITTED FOOD VENDORS

Consider receiving a report from staff regarding the regulations and enforcement efforts to curb unpermitted food vendors and provide input to staff.

Project Location: Unincorporated Monterey County
Proposed CEQA action: Statutory Exemption pursuant to Section 15262 of the CEQA.

RECOMMENDATION:

It is recommended that the Planning Commission:
a. Receive a report from staff on regulations and enforcement efforts to curb unpermitted food vendors; and
b. Provide input to staff.

SUMMARY/DISCUSSION

Referral No. 24.08 is a request from the Planning Commission for staff to return with information on regulations and enforcement strategies to curb unpermitted food vendors throughout unincorporated Monterey County. On October 25, 2024, the Planning Commission requested Referral No. 24.8 requesting a report on the regulations and enforcement efforts to curb unpermitted food vendors.

Health Regulations and Enforcement

Unpermitted food vendors are people who are selling or peddling food from a cart, truck, trailer, table, trunk of their cars, or from their home without a permit from the Department of Environmental Health.

The Environmental Health Bureau (EHB) has an established Mobile Food Facility (MFF) permitting process that requires MFF operators to complete and submit a health permit application, mobile food facility packet application, a food menu, commissary form (identifying where is food bought, prepared and stored), a plan check if a new MFF truck, and a MFF inspection. This permitting process covers multiple MFF types including full preparation MFF, limited food preparation MFF, compact mobile food operation (CMFO), ice cream trucks, produce trucks and MFF pre-packaged food catering trucks

EHB has received an influx of complaints related to unpermitted food vendors in unincorporated Monterey County. These complaints have been centered primarily on pop up taco vendors in Soledad, Greenfield, Pajaro, Castroville, Prunedale, Crazy Horse/San Juan area, and on San Miguel

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Canyon Road. Since July 1, 2024, EHB has received 66 complaints related to unpermitted food vendors. Response to these complaints includes site visits which also include requests for law enforcement presence prior to arrival, providing food safety education, requesting operator identification to issue a citation if law enforcement is present and having vendors cease food operations, pack up their operation and vacate the area.

Numerous health risks are associated with unpermitted food vendors including food from unapproved sources, poor personal hygiene, no handwashing on site, undercooked food, no restroom facilities, little to no food safety knowledge, and unsanitary food preparation stations. However, there has been no known food borne illness complaints due to pop up taco vendors reported at this time.

EHB operates under the regulatory responsibilities of the California Retail Code (CRR) which states that food vendors who wish to prepare and sell food must apply for a health permit with the Environmental Health Department. A health permit application must be submitted for review and an EHB inspector will assist with issuing the correct type of permit depending on food operations. The CRR addresses the following key essentials:

- Food in good condition/ safe and unadulterated - All food shall be from an approved source, and shall be produced, prepared, compounded, packed, transported, kept for sale, and served so as to be pure, free from adulteration and spoilage.
- Compliance with food law - Food shall be obtained from sources that comply with all applicable laws.
- Permits, fees, and posting: A Food facility shall not be open for business without a valid Health Permit.
- Hands clean/properly washed - Employees are required to wash their hands before handling food, during food preparation when necessary, and after using the toilet or anytime when contamination may result.
- Toilet and handwashing Facilities - A Food Facility shall be operated within 200 feet travel distance of an APPROVED and readily available toilet and handwashing facility, or as otherwise approved by the enforcement agency to ensure that restrooms facilities are available to facility employees.
- Food Contact Surface/Utensils Washing - All food contact surfaces of utensils and equipment shall be cleaned and sanitized at the required frequencies. All food facilities handling open food shall be equipped with a ware washing sink with dish soap and sanitizer unless otherwise approved.
- Food preparation area, protection from contamination - All food shall be thawed, washed, sliced, and cooled, within an approved fully enclosed food facility.

Land Use/Zoning Regulations and Enforcement

The County of Monterey Housing and Community Development Department (HCD) processes permits pursuant to and enforces the County's land use and zoning regulations. Monterey County Code (MCC) is silent to mobile food facilities, yet MCC does include regulations associated with "restaurants" and "eating and drinking establishment". If a MFF is considered a restaurant or an eating and drinking establishment, then the MFF would be subject to County zoning regulations. HCD is

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currently drafting a mobile food facility interpretation to identify when a MFF is considered a restaurant or eating and drinking establishments, and therefore subject to County zoning regulations and land use permitting. .

If a MFF results in the gathering of large assemblages of people, and may require a separate Use Permit or Coastal Development Permit. In addition, MFFs are subject to the County's noise regulations (MCC Title 10.060), which requires that the operation of machinery shall not exceed 70 dBA it is prohibited to make, assist in making, allow, continue, create, or cause to be made any loud and unreasonable sound any day of the week from 9:00pm to 7:00am the following morning.

Public Land and Right of Way

MCC section 12.08.040 of MCC does not allow for vendors to sell from parked vehicles or structures on public roads or within the public right-of-way. Vendors may receive a violation or an infraction according to Section 12.75.020 of MCC.

Enforcement Collaboration

Effective enforcement of unpermitted food vendors and MFFs requires coordinated enforcement effort amongst Monterey County Sheriff's Office (MCSO), local law enforcement agencies, the Environmental Health Bureau, and HCD Code Compliance. Environmental Heath is leading coordination efforts and has requested additional resources from HCD Code Compliance, MCSO, and local city law enforcement in affected areas (Soledad, Greenfield and King City). Collaboration with these local law enforcement agencies will allow the authority to request operator identification to issue violation notice and citations, run license plate numbers, confiscate food and equipment and potential vehicle impoundment.

ENVIRONMENTAL REVIEW

This presentation is Statutorily Exempt pursuant to Section 15262 of the CEQA Guidelines.

OTHER AGENCY INVOLVEMENT

This report was developed in collaboration between County Environmental Health Bureau and HCD, and with participation from HCD Code Compliance and MCSO.

Prepared by: Armando Gonzalez, EHB; Katie Scariot, HCD Assistant Planner x 6093
Approved by: Melanie Beretti, AICP, Chief of Planning

cc: Front Counter Copy, Planning Commission, Monterey County District 1, Monterey County District 2, Monterey County District 3, Monterey County District 4, Monterey County District 5, Supervisor Church, Supervisor Alejo, Supervisor Askew, Supervisor Daniels, Supervisor Lopez.